

TERMS AND CONDITIONS AND INDEMNITY AGREEMENT

EVENT DETAILS

Event Name: Spoed en Kragdag Standerton

Event Date: 15 August 2026

Venue: Ararat 4x4 baan

Organising Entity: Standerton Akademie

Contact Number: 0832625362

Email Address: alna@bionel.co.za

IMPORTANT NOTICE AND RISK WARNING

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

This event involves potentially dangerous activities, including but not limited to off-road racing, vehicle competitions, demonstrations, recreational driving activities, and associated activities.

Participation may result in:

- Serious bodily injury; Permanent disability; Death; Damage to vehicles; Damage to property; Financial loss.

By signing this document, you acknowledge that you have read and understood its contents, including the indemnity, waiver of rights, limitation of liability, and assumption of risk provisions.

INDEMNITY AND ASSUMPTION OF RISK

I, the undersigned, hereby acknowledge and agree that:

1. I voluntarily participate in the event described above and do so entirely at my own risk.
2. I understand and accept all risks associated with the event, including but not limited to:
 - Vehicle accidents; Rollovers; Mechanical failures; Collisions; Fire; Environmental hazards;
 - Injury caused by participants, spectators, animals, obstacles or natural conditions;
 - Serious injury, permanent disability or death.

3. I acknowledge that motorsport and off-road driving activities are inherently dangerous.
 4. I voluntarily assume all risks associated with my participation.
 5. I confirm that I am physically and mentally fit to participate.
 6. I participate entirely at my own risk and responsibility.
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WAIVER OF CLAIMS

To the fullest extent permitted by South African law, I waive and abandon any claim I may have against:

- The Organising Entity; Event Organisers; Sponsors; Landowners; Venue Operators; Event Officials; Marshals; Volunteers; Employees; Contractors; Agents; Representatives; Affiliates;

arising from:

- Injury; Illness; Death; Property damage; Vehicle damage; Financial loss; suffered by me while attending, participating in, entering, exiting, or otherwise being present at the event.

This waiver applies whether such loss arises before, during or after the event.

INDEMNITY

I indemnify and hold harmless the persons and entities listed above against all claims, actions, damages, losses, costs, expenses, legal fees and liabilities arising from:

- My participation; My vehicle; My actions or omissions; Any breach of these terms; Claims by third parties; Claims by my dependants, spouse, heirs, estate or representatives.
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MINORS

Where I sign on behalf of a minor child:

1. I confirm that I am the parent or lawful guardian of the minor.
2. I consent to the minor's participation.
3. I accept all risks on behalf of the minor.

4. I indemnify the organisers against any claim arising from the participation of the minor.

EMERGENCY MEDICAL CONSENT

I acknowledge that emergency medical services may not be immediately available at the venue.

In the event of injury or medical emergency, I authorise the organisers to obtain emergency medical treatment on my behalf or on behalf of the minor under my care.

Any medical costs incurred shall remain my responsibility.

VEHICLE SAFETY AND TECHNICAL COMPLIANCE

I acknowledge that:

1. I am solely responsible for ensuring that my vehicle is safe and roadworthy.
2. My vehicle complies with all event safety requirements.
3. The Technical Officer may inspect my vehicle.
4. The organisers reserve the right to prohibit participation if a vehicle is considered unsafe.
5. Any technical inspection does not constitute a guarantee that the vehicle is safe.

ALCOHOL, DRUGS AND INTOXICATING SUBSTANCES

No participant may participate while under the influence of:

- Alcohol; Illegal drugs; Intoxicating substances; Medication that impairs driving ability.

The organisers reserve the right to conduct testing where considered necessary.

A positive result or refusal to submit to testing may result in immediate disqualification and removal from the venue.

SAFETY RULES AND CONDUCT

Participants must:

- Follow all instructions issued by event officials; Obey all safety rules; Respect other participants and spectators; Conduct themselves responsibly.

The organisers reserve the right to:

- Remove any participant; Disqualify any participant; Refuse entry; for unsafe, reckless, abusive or disruptive behaviour.

The organisers' decision shall be final.

DAMAGE TO VEHICLES AND PROPERTY

Participants acknowledge that:

1. Vehicles may be damaged during participation.
 2. The organisers shall not be liable for any damage to:
 - Vehicles; Trailers; Equipment; Tools; Personal belongings; Property.
 3. Participants remain responsible for damage caused by them to third-party property.
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ENVIRONMENTAL RESPONSIBILITY

Participants must:

- Comply with all environmental laws; Avoid pollution; Dispose of waste responsibly; Minimise damage to vegetation, habitats and ecosystems.

Participants may be held liable for environmental damage caused by their actions.

PHOTOGRAPHY, VIDEO AND MEDIA CONSENT

By entering the event, participants grant the organisers the unrestricted right to:

- Photograph; Film; Record; Broadcast; Publish; Reproduce; their image, likeness, voice and vehicle for:
 - Marketing; Promotion; social media; Advertising; Educational; Commercial purposes.
- No compensation shall be payable for such use.
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PERSONAL INFORMATION (POPIA)

The organisers may collect personal information including:

- Name; Contact details; Identification details; Vehicle details; Emergency contact information.

Such information may be used for:

- Event administration; Safety management; Insurance requirements; Legal compliance; Communication regarding the event.

Information may be shared with:

- Emergency service providers; Insurers; Legal authorities where required by law.

Information Officer:

Name: Alna Blignaut

Email: Alna@bionel.co.za

Participants may request access to or correction of their personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA).

CHANGES, POSTPONEMENT AND CANCELLATION

The organisers reserve the right to:

- Amend the event; Modify activities; Change schedules; Postpone the event; Cancel the event;

due to weather conditions, safety concerns, insufficient participation, force majeure, or circumstances beyond their control.

Refunds, if any, shall be handled at the sole discretion of the organisers and subject to applicable law.

GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Any dispute arising from this agreement shall be subject to the jurisdiction of the courts of South Africa.

PARTICIPANT DECLARATION

I declare that:

- I have read and understood this document.
- I understand the risks involved.
- I voluntarily agree to these terms.
- I am legally competent to sign this agreement.
- I have had the opportunity to obtain independent legal advice before signing.