

# INDEMNITY AND CONDITIONS

## YOUR GUIDE TO SAFE RIDING

### **RULE NUMBER 1 : NO HELMET, NO RIDE**

The owners and managers and their families (together "the Owners") of all of the land ("the Land") on which Rhino Trails offers access to designated routes ("the Routes") for the purpose of recreational MTB riding, have made the Land available to Rhino Trails and cyclists subject to the following indemnities and undertakings which must be agreed to and accepted by each individual prior to accessing the Land.

#### **1. I enter and use the land entirely at my own risk**

- 1.1 I hereby acknowledge that I bear the risk of all and any loss to any person which may arise from my use or presence on the Land, as a result of any foreseen or unforeseen circumstances.
- 1.2 In particular, I hereby indemnify and hold harmless from all liability all persons including, but not limited to, Isimangaliso Wetland Park Authority, False Bay Park, Ezemvelo Wildlife, Rhino Trails, Badenhorst Boerdery, Tracy & Du Plessis, SilvaSands or any successor of any of the aforementioned, all members, agents, representatives, contractors and employees of the aforesaid persons and the owners, local authority or statutory body and any employees of the former, together hereafter referred to as "the Indemnified Persons" in respect of any loss, damage or injury whatsoever which I may suffer (including loss to or by my family members and dependants) arising from any reason whatsoever.
- 1.3 I acknowledge that Rhino Trails acts as agent and trustee in respect of all of the Indemnified Persons.

#### **2. I will only use the designated routes**

- 2.1 I hereby agree that I will not venture off the marked Routes (as may be varied from time to time) and in particular will not go into any pineapple fields, plantations or off designated routes within the False Bay Park, unless specifically requested to do so by Rhino Trails.

#### **3. I acknowledge that the land is privately owned and that commercial operations take precedence**

- 3.1 I will respect the owners' staff and operational requirements, and not ride or conduct myself in a manner which interferes with the land owners' operations in any way.
- 3.2 I acknowledge that all owners' vehicles shall at all times have the right of way and that, if necessary, I will move off a path or road to permit vehicles to pass.
- 3.3 I will adhere to and cooperate with any instruction given to me by any Landowner including instructions to vacate the landowner's property.

#### **4. I will comply with notices, instructions and directions by the owners' and its staff**

The owners may need to prohibit the use of certain areas for safety or operational reasons, and may do so without prior warning. I will politely and immediately adhere to notices, signs or instructions in this regard.

#### **5. I will not bring any vehicle other than a mountain bike onto the land**

I will not bring any motorised equipment/vehicles onto the Land for any reason, and the Routes shall be used for mountain biking activities only.

6. **I will behave with due decorum and respect, and will not bring the name of Rhino Trails into disrepute or adversely affect other mountain bike riders' enjoyment of the Route.**
7. **I will exercise utmost care in ensuring that the Land is not damaged altered or polluted.**
- 7.1 I will not litter at all and take responsibility for ensuring that all papers (including energy bar or "Gu" wrappers), plastic bottles and cycling gear is properly secured to my person or bicycle.
- 7.2 I will avoid causing fires, soil erosion or damage to plants and shrubs and will report trespassers (or unauthorised mountain bikers) and incidents to Rhino Trails.
- 7.3 I will immediately or as soon as reasonably possible report any suspicious activity to the land owner, Rhino Trails and/or farm watch security to assist in security patrol in the area.
- 7.4 I will also report any damages noted on the land to Rhino Trails whether caused by myself or other users.
8. **I acknowledge having been specifically made aware of the following:**
- 8.1 Mountain biking can be an inherently dangerous sport, especially if undertaken on uneven or roughly hewn ground. I acknowledge that the Designated Routes offered by Rhino Trails may be uneven or roughly hewn at times and may at times present a danger to mountain bikers. I will therefore exercise utmost caution at all times when riding on the marked routes and do so entirely at my own risk.
- 8.2 The roads, tracks and access ways on the properties may be narrow and are utilised frequently by private individuals, vehicles, heavy tractors and construction vehicles, many of which have long stopping distances, and which may pose a danger to me and I will accordingly take all due care and precautions to ensure my safety as well as the safety of others.
- 8.3 The moving of pineapples, timber or other operations on the property may constitute a danger to me.
- 8.4 The land is inhabited by snakes, hippos, leopard, warthog, nyala, bushpigs and other wildlife. I acknowledge that these may pose a danger to me. I will also take all reasonable care not to harm or alarm any wildlife which I encounter.
- 8.5 Rhino Trails has no emergency response facilities and limited resources to assist in an emergency. I accept that should I have an emergency that Rhino Trails may not be able to respond in time and accordingly I confirm that I am prepared and self-sufficient (in particular in relation to ensuring sufficient clothing, water, food and spare parts) in the case of an emergency.
- 8.6 My access to the property is undertaken with due knowledge and appreciation of the risks inherent therein.
- 8.7 I hereby waive my right to bring/institute any claim against Rhino Trails in relation to my use of the Land.

I, the undersigned hereby expressly confirm that I have read and understand the above and declare that I consent to the full terms of this agreement.

SIGNED at \_\_\_\_\_ on this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Full Name and Surname of RIDER

\_\_\_\_\_  
Signature

*as at 25 March 2019*