

treadFEST™

360Live / treadFEST

a division of 360 Degrees Production House Proprietary Limited

Registration Number 2005/005187/07

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Waiver and Indemnity

“treadFEST” means the division of 360 Degrees Production House Proprietary Limited, registration number: 2005/005187/07, a limited liability company duly incorporated in terms of the laws of the Republic of South Africa;

“Event” means the treadFEST event hosted by treadFEST;

“Participant” means the undersigned adult, being at least 18 (eighteen) years of age and no older than 23 years of age, signing on behalf of himself/herself. The Participant agrees and understands that partaking in the Event can be hazardous and may involve the risk of injury or death.

“Venue” means the geographical location of where the Event will be conducted by treadFEST during the duration of the Event, presently being R74 Northern Drakensberg, South Africa;

The Participant unconditionally and irrevocably agrees and consents that, *inter alia*:

1. That he/she is a voluntary participant in the Event, and in good physical condition. Furthermore, that the Participant knows that the Event involves potentially hazardous activities and the Participant hereby assumes full and complete responsibility for any injury or accident, which may occur during the Participant’s participation in this Event or while at the Venue of the Event.
2. That she/she will not sue or claim against treadFEST, its directors, officers, employees, agents, contractors, partners, shareholders, representatives and members; and
3. That he/she releases, holds harmless and forever discharges all persons identified in the above clause from and against all and any claims, actions, suits, costs, legal fees, damages, judgments, orders and liabilities of whatever kind or nature, arising out of or in connection with the Participant’s preparation for and participation in the Event, whether occurring before, during or after the Participant’s participation in the Event, including any claims for any injury, illness, damage, loss or harm to the Participant or his/her property, or his/her death, and any claims arising from the acts or omissions (including negligence) of treadFEST.

By accepting this Waiver and Indemnity, the Participant voluntarily and fully accepts and assumes all the risks associated with the Event and understands, agrees and acknowledges that this Waiver and Indemnity expressly applies to these risks and all and any consequences of such risks.



**To be read and signed by each Participant prior to the participation of the Event.
Failure to read and sign this indemnity can exclude the participant from this event or entry into this event.**

1. Introduction

1.1 This Waiver and Indemnity applies to treadFEST and its service providers, affiliates, suppliers and similar representatives, including but not limited to, those service providers, affiliates, suppliers and similar representatives listed on the website of treadFEST at [http://\[\]](http://[])

2. Waiver and Indemnity

2.1 The Participant/s acknowledges and accepts that:

2.1.1 Notwithstanding that the Event and all activities which the Participant may partake in at the Event (“Activities”) may be supervised by trained staff, the Participant will be exposed as a result of participating in the Event and Activities, to the risks and dangers inherent in or associated directly or indirectly with the Event and/or Activities (“Risks”), including but not limited to those Risks and dangers described in Clause 4.

2.1.2 The Participant is obliged to exercise his/her own independent judgment in familiarizing himself/herself with the nature of the risks on the Event and Activities and is not obligated in any way to participate in the Event or any Activities which the Participant deems a Risk to their person.

2.1.3 It is not possible for treadFEST, its directors, shareholders or employees or any of the listed service providers /suppliers or venue custodians or suppliers above to give an undertaking or warranty, whether expressed, implied, tacit or otherwise, that the Risks will not materialize, even when the treadFEST Event or any Activities is undertaken with the supervision or management of such personnel.

2.1.4 In the event of any accident or injury arising from participating in the Event or any Activity, the Company or its directors, shareholders or employees or its service providers / suppliers shall be responsible to provide immediate first aid treatment of the Participant and the evacuation/transfer of the Participant to the nearest available medical care centre/doctor, which medical care center/doctor may be remote and while awaiting evacuation, medical assistance may be limited or non-existent.

2.2 The Participant undertakes the to partake in the Event and such Activities entirely at the Participant’s own risk, in full acceptance of the Risks and the factor set out in Clause 2.1 above and Clause 3 below.

2.3 The Participant accordingly waives all the claims of any nature whatsoever which the Participant or his/her estate may have against treadFEST or its directors, shareholders, employees, service providers, venue custodians or suppliers arising from the death of or injury to the Participant or the loss of or damage to any property occasioned during the participation in the Event or any Activity, notwithstanding that such death or injury or loss or damage has been occasioned by any lack of care or skill, negligence or other omission on the part of treadFEST or any of its directors, shareholders, employees, service providers or suppliers.

2.4 The Participant hereby indemnify and hold harmless treadFEST, its directors, shareholders,



employees, service providers, venue custodians and or suppliers against all loss or damage arising from any claim which may be brought against any on of them by any of the Participant's dependents and/or family members and/or any minor child (on whose behalf the Participant has signed this form) in respect of any death, injury, loss or damage as is referred to in Clause 2.3.

- 2.5 The Participant agrees that he/she is liable to be removed from the Event or any Activity should the Event custodian/s, or Event manager/s conclude that the Participant/s presence constitutes a danger to the venue, the Event, the staff and the guests present at the venue and that no claim of any nature can be leveled by the Participant/s against the said management.

3. Activity and Risk Inherent –

- 3.1 *treadFEST* - The Participant consents to stay in either the existing venue lodge, camping or self-camping tented facilities provided for the duration of this Event and fully understands that such facility is within a reserve. The Participant understands that the tented camp facility is not a permanent structure and that this will necessitate physical activity where the possibility is present to sprain an ankle, pull a muscle and even fall and break a bone or be bruised. The Participant undertakes to read all the Event rules, Safety Rules and Regulations as displayed at the Event.
- 3.2 *The Wilderness Area* – The Participant is fully aware that the Event may involve *force majeure* and natural disasters, and direct or indirect interaction with weather and wildlife such as plants, mammals, reptiles or insects to or from or within the specified venue during the duration of this Event.
- 3.3 *Activity Suppliers as Listed above* - The Participant may wish to undertake several physical activities during the Event and be injured, resulting in injury or death.
- 3.4 All persons participating in the Event or any Activity shall so perform physical activities, cycle, camp, hike, run, swim in dams, cross bridges and rivers, inspect caves and dens of animals or engage in any Activity of whatsoever nature, entirely at their own risks and treadFEST does not accept any responsibility or liability for any act, omission, default or neglect, delay, deviation or failure of it or its suppliers or any of its affiliated service providers, Venue custodians or suppliers should any event participant receive injury, damage, loss to persons or goods whatsoever or howsoever same may be caused.

4. Acknowledgement

The undersigned in their personal capacity as a Participant acknowledges by their signature hereto:

- 4.1 To have read and understood this agreement and its implications in law;
- 4.2 Agrees in their personal/representative capacity to be bound by the above Waiver and Indemnity and that the above waiver and indemnity will be binding on the Participant's estate;
- 4.3 Warrants that as a Participant; they are in a sufficiently good physical and mental condition to take part in the Event and such Activities having regard to their general state of health, fitness and medication requirements.
- 4.4 Agrees that each term of provision of this agreement is entirely separate and separately enforceable from the other terms and provisions herein, and shall in no way be limited or restricted by reference to or inference from other any other terms or provisions. If any term or provision of this agreement shall be found to be illegal or unenforceable then, notwithstanding, the remaining terms and provisions hereof shall be and remain binding.



treadFEST™

RIGHT OF ADMISSION OR CONTINUATION ON EVENT RESERVED: NAMES & SIGNATURES OF PARTICIPANT ENTERING THIS EVENT

Name of Event: -

Date of Event: -

Venue: -

ADDRESS: -

IN WITNESS WHEREOF, I have executed this liability release and waiver.

Age of Participant

Signature of Participant
Name (Please Print) _____
Date _____
Registration Number

