

## WAIVER AND INDEMNITY STATEMENT

### Waiver

Participants confirm that they are aware of the risks and hazards associated with participating in the event held by WannaDo Events (Pty) Ltd (“the event”) and freely accept and fully assume all the dangers and risks associated with the event and the possibility of personal injury, death, property damage or loss resulting therefrom.

Participants agree that they shall have no claim whatsoever against WannaDo Events (Pty) Ltd (“WannaDo”), any individual, official, marshal, assistant, vendor or promoter (together, the “event organizers”) in respect of any loss, injury, death or damage whatsoever which participants may suffer as a result of the event, regardless of whether or not the same shall have been caused directly or indirectly by the negligence, albeit gross, of one or more of all the aforementioned parties.

All participants, including those taking part in the event as part of a team and/or whose entries were made on their behalf are deemed to have accepted this Waiver and Indemnity Statement by virtue of their participation in the event.

Participants understand that it is their personal responsibility to ensure that adequate clothing, gear and all protective equipment required when participating in the event is worn.

Participants have sole responsibility for their personal possessions and athletic equipment during the event and its related activities.

Participants confirm that all their race equipment is in good working order, and accept that the event marshals can remove them from the event if the equipment is suspected to be sub-standard.

Participants agree that they are physically fit, sufficiently prepared and able to compete in the event and furthermore have not been advised not to participate in the event by a medical professional.

Road traffic regulations must be strictly observed at all times.

WannaDo retains the right to change the date, time, length and/or course of the event, or to postpone or cancel the event at any time for any reasons, including without limitation for safety reasons, weather conditions, regulations or acts of government, or any event beyond WannaDo's reasonable control. Any such change, postponement or cancellation will not result in any refund or discount of the participation fees for the participants.

The event participants will be fair and respectful to the other participants, supporters and organizers.

This Waiver and Indemnity Statement shall be construed broadly to provide release and waiver to the maximum extent permissible under applicable law.

It is the Participants' express intent that this Waiver and Indemnity Statement shall bind the members of the family of the participant and spouse if the participant is alive, and the participant's heirs and assigns if the participant is deceased.

#### Indemnity:

The participant confirms that he/she has read this Waiver and Indemnity Statement, and understands that she/he takes part in the event at his/her own risk and indemnifies WannaDo and all event organizers against any damage, loss, liability or claim which may result directly or indirectly from his/her participation in the event, including but not limited to any and all damage, loss, liability or claim arising from the negligence or fault of WannaDo or any of the event organizers.

#### Privacy:

In entering the Event, the participant understands that WannaDo and/or the event organizers will take photographs of the event including of participants to the event and he/she consents to such photographs being taken at the event and being used for promotional and publicity purposes at WannaDo's sole discretion, on print, and on the internet, TV and video.

The participant further understands and accepts that the photographs are and will remain the property of WannaDo.

By providing WannaDo with his/her information, the participant hereby consents to the collection and use of such information for the purposes of registering for the event and tracking and timing the participant and recording his/her results.

Furthermore, the participant hereby consents to WannaDo using such personal information for promotional and publicity purposes, including without limitation the marketing of upcoming events, at WannaDo's sole discretion.

WannaDo may disclose the participant's personal information to third parties to the extent this is necessary or useful for the organization of the event and/or to facilitate the participants' requirements.

At all times WannaDo retains the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. The participants' personal information will be kept by WannaDo as long as is necessary for WannaDo to use such information as described above or to comply with legal obligations.

WannaDo may provide and disclose to third parties aggregated information about the participants to the event and statistics relating to the aggregated information.

Having read, understood and agreed to the above:

- The participant confirms that he/she is aware of and acknowledges the risks, terms and conditions and waiver,
- That he/she releases WannaDo and all event organizers from any liability whatsoever, and that
- He/she has executed this waiver and indemnity statement voluntarily.