ERKENNING, VRYWARING, KWYTSTELLING en VRYSTELLING VAN AANSPREEKLIKHEID VIR DEELNAME aan ONTSPANNINGSAKTIWITEITE

ACKNOWLEDGEMENT, INDEMNITY, WAIVER and RELEASE OF LIABILITY FOR PARTICIPATION in RECREATION ACTIVITIES

Naam/Name:	ID nr:
___________________________	____________________________

Adres:

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Ouderdom/ Age: _________________________

Geslag / Gender: _________________________

Sellfoon nr/ Cell Phone nr: _________________________

Epos/ Email: __________________________

Ek, die ondergetekende, beoog om deel te neem aan 'n geborgde Ontspannings-aktiwiteit ("Aktiwiteit") wat deur Tau Meule-Voere ("Tau") aangebied word, met die toestemming van die organiseerders van die 2023-NAMPO Landbou handelskou ("NAMPO") by die 2023-NAMPO Landbou handelskou-terrein, buite Bothaville, in die Vrystaatse provinsie van Suid-Afrika, op die toegewysde area.

I, the undersigned, intend for myself to participate in a sponsored Recreation activity ("Activity") held by Tau Meule-Voere ("Tau") with the consent from the organisers of the 2023-NAMPO Agricultural Trade Show ("NAMPO") at 2023-NAMPO Agricultural Trade Show terrain, outside Bothaville, in the Free State province of South Africa, on the dedicated area.

Ek erken en kom ooreen dat:

- die deelname aan die Aktiwiteit die volgende kan behels:
    - strawwe fisiese aktiwiteite, die risiko van liggaamlike beserings insluitend lewensverlies, of skade aan eiendom en ander gevare; en
    - die moontlikheid om aan materiaal blootgestel te word wat allergiese reaksies of ander skade kan veroorsaak.

- daar van my verwag word om te alle tye tydens die Aktiwiteit op 'n verantwoordelike wyse op te tree; en
- ek verantwoordelik gehou sal word vir my gedrag en moet ek Tau, NAMPO, enige ander borg en andere se eiendom respekteer; en
- enige besluit en uitslag, soos deur die beoordelaars en/of beamptes van die Aktiwiteit bepaal, finaal en bindend sal wees, sonder enige reg van appèl of hersiening; en
- dit my verantwoordelikheid is om die nodige navrae te doen rakende myself, my fisiese toestand of andersins, om veilig aan die Aktiwiteit deel te neem en dat, voor die ondertekening van hierdie Vrystelling, ek, op versoek, die geleentheid gebied is om my te vergewis oor die moontlike risiko's en gevare weens my deelname aan die Aktiwiteit; en
- ek myself ten volle vergewis het van die risiko van die moontlike benadeling en ten volle die aard en omvang van die moontlike skade aan myself as gevolg van my deelname aan die Aktiwiteit besef en aanvaar; en
- enige redelike vrae wat ek gehad het oor my vermoë om aan die Aktiwiteit deel te neem, tot my bevrediging beantwoord is, en ek genoeg inligting het of ontvang het om 'n nugter en vrywillige besluit vir myself te neem om aan die Aktiwiteit deel te neem; en
- daar sal nie mediese personeel by die plek van die Aktiwiteit beskikbaar sal wees nie; en
- Tau en/of NAMPO hiermee toestemming verleen word om, indien nodig, nood-mediese behandeling vir my te magtig, en dat sodanige optrede onderhewig is aan die bepalings van hierdie Vrystelling; en
- Tau, NAMPO of enige borg, te eniger tyd, sonder die verskaffing van redes, my deelname aan die Aktiwiteit mag weier of mag beëindig; en
- indien enige terme of bepaling van hierdie Vrystelling onafdwingbaar mag wees, sal alle oorblywende bepalings van hierdie Vrystelling steeds ten volle van krag en afdwingbaar wees.

I acknowledge and agree that:

- *the participating in the Activity may involve:*
    - *strenuous physical activity, risk of bodily injury including loss of life, property damage and other hazards; and*
    - *the possibility of being exposed to material that may result in allergic reactions or other harm.*

- *I am required to act in a responsible manner at all times during the Activity; and*
- *I will be held responsible for my behaviour and I must respect the property of Tau, NAMPO, any other sponsor and others; and*
- *any decision and result as determined by the adjudicators and/or officials of the Activity will be final and binding, without any right of appeal or review; and*
- *it is my responsibility to make the necessary inquiries regarding myself, my physical condition or otherwise, to safely participate in the Activity and that, prior to executing this Release, I have been provided, on request, the opportunity to inquire and discuss the possible risks and hazards to myself resulting from participating in the Activity; and*
- *I have fully acquainted myself with the risk of the possible prejudice and fully realise, accept and appreciate the nature and extent of the possible harm to myself resulting from myself participating in the Activity; and*

- *any reasonable questions I had regarding my ability to participate in the Activity have been answered to my satisfaction, and I have or have received sufficient information to make a sound and voluntary decision for myself to participate in the Activity; and*
- *there will not be medical personnel available at the location of the Activity; and*
- *Tau and/or NAMPO is granted permission to authorise emergency medical treatment for me, if necessary, and that such action is subject to the terms of this Release; and*
- *Tau, NAMPO or any sponsor may, at any time, without given any reason, not accept or terminate my participation in the Activity; and*
- *should any provision or aspect of this Release be found to be unenforceable, all remaining provisions of this Release will remain in full force and effect.*

Persoonlik en namens my familie, erfgename, begunstigdes en verteenwoordigers, aanvaar ek hiermee:

- alle risiko van my deelname aan die Aktiwiteit. Risiko sluit in, maar is nie beperk tot, risiko van deelname aan die verskillende komponente van die Aktiwiteit en alle risiko wat verband hou met enige fisiese of ander toestand waaraan ek mag ly; en
- persoonlike en finansiële verantwoordelikheid vir enige mediese sorg en behandeling wat ek mag benodig as gevolg van deelname aan die Aktiwiteit.

I and on behalf of my family, heirs, beneficiaries, and representatives, hereby assume:

- *all risks of my participation in the Activities. Risks include, but are not limited to, risks of participation in the various components of the Activity, and all risks related to any physical or other condition from which I might suffer; and/or*
- *personal and financial responsibility for any medical care and treatment I may require as the result of participating in the Activity.*

Wettiglik stel ek hiermee Tau, NAMPO, enige borg, hul beamptes, agente en werknemers ("Ontheftes") onbeperk vry en onthef van enige vervolging of aanspreeklikheid vir enige skade, verlies, nadeel of besering, pyn en lyding wat ek of my opvolgers in reg titel en belang mag oor beskik of dood voortspruitend uit of wat verband hou met my optrede of nalatigheid of die optrede of nalatigheid van enige van die Ontheftes of enige derde party in verband met die Aktiwiteit.

I hereby irrevocably release and forever discharge Tau, NAMPO, any sponsor, their officers, agents and employees ("Releases") from any prosecution or liability for any damage, loss, detriment or injury, pain and suffering that I or my successors in right title and interest may dispose of or death arising from or relating to my conduct or negligence or the conduct or negligence of any of the Releases or any third party in connection with the Activity.

Hiermee vrywaar ek en stel die Ontheftes skadeloos van, vir en teen alle moontlike eise op grond van my deelname aan die Aktiwiteit, deur enige derde partye.

I hereby indemnify and hold the Releasees harmless from and against all claims asserted against any of the Releasees by any entity based upon my participation in the Activity.

Ek verleen hiermee onherroeplike toestemming en die reg aan Tau, NAMPO en enige borg om opnames deur enige tipe medium van my deelname aan die Aktiwiteit te maak en sodanige opnames en/of redigering daarvan, sonder vergoeding en/of verdere toestemming, te gebruik, te versprei en/of op enige wyse te publiseer, vir bemarkings en/of promosie doeleindes, volgens Tau, NAMPO en enige borg se uitsluitlike diskresie. Alle sodanige opnames sal, sonder vergoeding, geag word Tau se eiendom te wees.

I hereby grant irrevocable permission and the right to Tau, NAMPO and any sponsor to make recordings through any type of medium of my participation in the Activity and to use, distribute and/or publish in any form such recordings and/or editing thereof, without compensation and/or further consent, for marketing and/or promotional purposes, at the sole discretion of Tau, NAMPO and any sponsor. All such recordings shall, without compensation, be deemed the property of Tau.

Ek neem kennis en aanvaar dat:

- die Aktiwiteit in die vorm van 'n span-kompetisie sal plaasvind tydens die uitstal-dae van die 2023-NAMPO Landbou handelskou, so na as moontlik tussen 12:00 tot 13:00 by Tau se NAMPO-stalletjie;
- ek nie kan deelneem tensy ek hierdie **Erkenning, Vrywaring, Kwytstelling en Vrystelling,** voor deelname, voltooi en onderteken het nie;
- ek slegs kan deelneem in 'n span, saam met een ander deelnemer van my keuse;
- 'n maksimum van 15 spanne per dag kan inskryf op 'n eerste-inskryf-eerste-keuse-basis;
- enige verdere reëls van die Aktiwiteit aan die span verduidelik sal word voor deelname;
- oor die tydperk van deelname deur al die spanne, 'n algehele wen-span en 'n tweede-plek, die laaste dag van die 2023-NAMPO Landbou handelskou (Vrydag) na 13:00 op 'n sosiale media platvorm soos uitsluitlik deur Tau verkies, aangekondig sal word;
- die wenners deur Tau se finansiële departement gekontak sal word om te reël vir die oorplasing van die prys-geld via elektroniese bank oorplasing na 'n RSA-bankrekening ter keuse van die lede van die wen-spanne;
- indien ek in 'n werksverhouding met Tau of Nissan of enige borg van die Aktiwiteit staan, nie ek of enige van my direkte familie, op grond van my of ons deelname, vir enige pryse in ag geneem sal of mag word nie.

I acknowledge and accept that:

- the Activity in the form of a team competition will take place during the exhibition days of the 2023 NAMPO Agricultural Trade Show, as close as possible between 12:00 and 13:00 next to Tau's NAMPO stand;
- I cannot participate unless I have completed and signed this **Acknowledgment, Indemnity, Waiver and Release**, prior to participation;
- I can only participate in a team with one other participant of my choice;
- a maximum of 15 teams per day can enter on a first-in, first-choice basis;
- any further rules of the Activity will be explained to the team before participation;
- over the period of participation by all the teams, an overall winning team and a runner-up to be announced, on the last day of the 2023-NAMPO Agricultural Trade Show (Friday) after 13:00 on a social media platform exclusively elected by Tau;
- the winners will be contacted by Tau's finance department to arrange for the transfer of the prize money via electronic bank transfer to an RSA bank account of the choice of the members of the winning teams;
- if I am in a working relationship with Tau or Nissan or any sponsor of the Activity, neither I nor any of my direct family will or may be considered for any prizes based on my or our participation.

Ek bevestig dat ek hierdie Erkenning, Vrywaring, Kwytskelding en Vrystelling van Aanspreeklikheid ("Vrywaring") gelees het, verstaan en aanvaar my gebondenheid aan die voorwaardes en bepalings en bevestig die korrektheid van die inligting en aanwysings soos hierin beskryf, deur die vrywillige ondertekening hiervan.

I have read, understand, and acknowledge that through signing this Acknowledgment, Indemnity, Waiver and Release of Liability ("Release") that I have voluntarily executed this Release to which terms and conditions I am bound to and confirm the correctness of the information and directions as described above.

Aldus gedoen en geteken te NAMPO op/on …………………………………………………..
Thus done and executed at

Getuies / *Witnesses*:

1…………………………………

2…………………………………　　　　　　…………………………………
(Verklaarder / *Declarant*)