

## Indemnity and Code of Conduct

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**NAME**

Tongaat Hulett Limited and its subsidiaries and associated companies (“TH”) has agreed to allow the eThekweni Mountain Bike Association (“EMBA”) and through it individuals who are members of cycling clubs associated to EMBA access to use designated routes on land (“the land”) controlled by TH for the purpose of recreational cycling, subject to the rule of EMBA & TH and subject to the following indemnities and undertakings which must be given by each individual.

**I use the land entirely at my own risk**

I will bear the risk of all and any loss to any person which may arise from my presence on the land, as a result of anything at all. I hereby indemnify and hold harmless from all liability all persons, (including but not limited to TH, CSA, KZNMBA, EMBA, all members, agents, contractors and employees of the aforesaid persons and any landowner, local authority or statutory body) in respect of any loss whatsoever which I may cause or suffer (including loss to my dependants) arising from any reason at all, nothing excluded.

**Full signature**

**My identity card and bike number is my access permit.**

I will not come onto the land without these, I will display my Bike Board and will show my licence if asked to do so.

**Initial**

**I will not ride with an unlicensed rider**

I will not permit an unlicensed rider to ride with me and will politely inform said rider of the rules. I will, also, not permit a licenced rider who is without his/her bike board and licence to ride with me

**Initial**

**I will only use marked routes, during the permitted times**

I will not leave the marked routes and, specifically, will not go into cane fields

**Initial**

**I will strictly adhere to permitted riding times**

ROUTES may never be used before sunrise or after sunset, **and** may only be used from

15:30 to 18:00 from Monday to Friday (for the period 1 September to 30 April);

05:00 to 18:00 on Saturday and Sunday (for the period 1 September to 30 April);

15:30 to 17:00 from Monday to Friday (for the period 1 May to 31 August);

06:30 to 17:00 on Saturday and Sunday (for the period 1 May to 31 August);

**Initial**

**I acknowledge that the land is privately owned and that operations take precedence**

I will respect TH staff and operational requirements, and not ride of conduct myself in a manner which interferes with TH operations in any way at all.

**Initial**

**I will comply with notices, instructions and directions by THS staff**

TH 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.

**Initial**

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

Nothing motorised ever, for any reason, and only mountain biking activities

**Initial**

**I will look after the land as if it were my own**

I will not litter at all (not even Gu papers), will avoid skidding or causing soil erosion and will report trespassers (or unauthorised mtb-ers) and incidents to the EMBA secretary

**Initial**

**Penalties & Sanctions for non-compliance with rules**

I acknowledge that the EMBA system merely provides for permission, at the sole discretion of THS, for the temporary use of private land. I acknowledge that the EMBA fee is an administration charge paid to EMBA and does not constitute any contract with THS. I agree that I will adhere to EMBA's disciplinary procedures and agree that my permission to access THS land may be withdrawn or suspended simply by EMBA giving me notice, even if this is done for a reason I do not agree with or for nor reason at all.

**Initial**

**I acknowledge having been specifically made aware of the following :**

1. the roads, tracks and access ways on the property are generally narrow and are utilised frequently by private individuals, vehicles, and construction vehicles, which may pose a danger to me, I will take all due care and precautions;
2. the moving of sugar or other operations on the property may constitute a danger to me;
3. the burning of sugar cane is a regular occurrence on the property it is often not possible to give prior warning of such burning. Fires may occur without the knowledge or control of land managers and burn in a dangerous, unpredictable and uncontrolled manner. All burning constitutes a serious danger and burning areas must be avoided;
- 4, my access to the property is undertaken with due knowledge of the risks inherent therein

**Initial**

**In the event of this form being completed by a minor, then the minor and one parent must initial and sign where indicated above, and the parent must acknowledge :**

I consent to my minor child being bound by the indemnity and code of conduct and I bind myself personally to the indemnity and code of conduct.

**Initial**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

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The Applicant is a member in good standing of .....Club for the year 2010

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**Club President / Secretary**