SOUTHERN AFRICAN VETERAN VINTAGE ASSOCIATION

INDEMNITY, DECLARATION AND UNDERTAKING (2009)

I (full names):……..

Identity / Passport no: I…I…I…I…I…I…II…I…I…I…II…I…I…I

of (address) :……..……

……

Postal Code:……

Do hereby agree:

Indemnity Card No.

1. **Interpretation**

In this agreement:

1.1 Clause headings are for convenience and shall not be used in the interpretation of the agreement;

1.2 Unless the context clearly indicates a contrary intention;

1.2.1 An expression which denotes:
1.2.1.1 Any gender includes the other genders;
1.2.1.2 A natural person includes an artificial person and vice versa;
1.2.1.3 Singular includes the plural and vice versa;
1.2.1.4 Vehicle includes cars, commercial vehicles, three wheel cars or motorcycles and motorcycles;

1.3 The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

1.3.1 MSA - Motorsport South Africa, an organization which is the governing body of all motor sport in Southern Africa and which is affiliated to the FIM and FIA;
1.3.2 SAVVA – South African Veteran Vintage Association and member/affiliated clubs.

2. **Introduction**

2.1 SAVVA is an Association of Veteran and Vintage Car Clubs in Southern Africa formed to promote the common interests of preservation, restoration and use of all vehicles over 20 years old.
2.2 The promotion of events or activities associated with driving motor vehicles is inherently dangerous.
2.3 The signatory with knowledge and appreciation of the risks involved hereby consents to participate in all events organized or arranged by a club that is a member of SAVVA at his own risk.

3. **Acknowledgments**

I acknowledge and understand that my attendance or participation at any function or event associated with the use of motor vehicles either as driver or passenger carries with it the risk of damage to property or personal injury including disability and/or death.

4. **Voluntary assumption of risk**

4.1 I hereby agree that I will attend any event organized or arranged by a member of SAVVA entirely at my own risk.
4.2 I shall therefore have no claim against any individual nor any organization or club for any damage to my person or property arising from my attendance or participation in any such event.
4.3 Notwithstanding the contents of paragraphs 4.1 and 4.2 above, the abovementioned assumption of risk and/or waiver of the right to damages shall have no legal force or effect in the event of any damage to property or injury suffered being as a direct or indirect result of any wilful or negligent act or omission of any individual, organization or club as set out above.

 Initials of all signatories:……

5. **Indemnity**

5.1 I hereby indemnify MSA, SAVVA, any club which is a member of SAVVA, any promoter, organizer, guarantor, sponsors, their members, employees, agents or voluntary assistants as well as any government, provincial or municipal body and their respective officials, agents, servants and representatives against any legal liability for any damage or injury that I may suffer or cause through my attendance or participation in any event organized or arranged by a member of SAVVA.

5.2 I further indemnify the owner or owners of the land which any event traverses or upon which any event is held, together with such owners' employees, servants, agents or representatives for any damage to my property or for any injury which I may suffer or cause through my participation or attendance at any event organised or arranged by a member of SAVVA.

5.3 Notwithstanding the contents of paragraphs 5.1 and 5.2 above, this indemnity shall not be of any legal force or effect in the event of any damage to property or injury suffered being as a direct or indirect result of any wilful or negligent act or omission of any individual or body as set out above.

6. **Waiver of claims**

Subject to the contents of paragraphs 4.3 and 5.3 above I hereby waive and abandon any and all claims that I may or which my heirs or dependants may acquire through my disability or death arising from my participation at any event organized or arranged by a member of SAVVA.

7. **Undertakings**

7.1 I undertake and agree to be bound by the General Competition Rules of MSA and I agree to be bound by the Supplementary Regulations issued or any directives/regulations otherwise imposed by the organizer for any competition and/or events in which I participate.

7.2 I undertake and agree to ensure that any passenger in any vehicle driven by me in any event organized or arranged by a member of SAVVA has also agreed to be bound by the terms of this agreement and has signed such agreement and returned it to the event organiser.

8. Non variation

8.1 This document contains all the terms and conditions of the agreement between the parties and no representations made by or on behalf of any of the parties shall be binding unless set out herein.

8.2 No variation of or abandonment or waiver of rights or obligations under this agreement shall be binding unless it is in writing and signed by all the parties.

Signed at …….. this …….. day of …….. 200….

_____

Where a signatory is under the age of 18 the signatory must be assisted by a guardian.

_____ Full Name:…….

Duly assisted by Legal Guardian

Identity / Passport no: I…I…I…I…I…I…II…I…I…I…II…I…I…I

As witnesses

1. _____ 2. _____

This document revokes and replaces all previous Indemnities signed by the signatory named herein.