

CLIENT/RIDER INDEMNITY & WAIVER

Signed as per register, I the undersigned, hereby agree and acknowledge that :-

1. Neither IRIDE ADVENTURE, Triumph Motorcycles nor the directors, instructors or staff, (hereinafter collectively referred to as "the staff") shall in any way whatsoever be liable to me, for any loss, liability, damage or expense (including but without limiting the generality of the foregoing; to any damage caused at any time to me or to my property (including, without limitation, my own motorcycle, riding gear and personal effect) or for any injury or loss of life sustained by me including special damages, and damages of a consequential nature, which I may suffer as a result of, or which may be attributable to any act or omission of any of The Staff, and I release IRIDE ADVENTURE, Triumph JHB and/or The Staff against all or any such loss, liability, damage or expense including legal costs.
2. I hereby indemnify all/any of The Staff against all loss, liability, damage and expense on the scale as between attorney and client including disbursements incurred in defending any claim brought against any of The Staff) of every nature whatsoever which any of the specified parties may suffer or incur at any time flowing from, or which may be attributable to any claim or claims brought by me /us or any other third party as a result of the actions or omissions of any of The Staff;
3. the rights of The Staff under this indemnity shall in no way be affected or diminished if any of The Staff at any time obtains additional surety-ships, guarantees, securities or indemnities from whatever source in connection with the subject matter hereof;
4. each paragraph, word and clause in this indemnity is severable the one from the other and if any paragraph, clause or word is found by any competent court to be defective or unenforceable for any reason whatever, the remaining paragraphs, clauses and words shall be of full force and effect and continue to be of full force and effect;
5. the provisions hereof shall be binding upon my executor, estate, heirs beneficiaries, trustees and administrators;
6. in this indemnity, unless the context clearly indicates the contrary intention, an expression which denotes the singular includes the plural and vice versa;
7. the validity, interpretation and construction of this indemnity or any matter arising out of the conclusion or termination hereof shall be governed by South African law and I consent and submit to the non-exclusive jurisdiction of the Johannesburg High Court for all purposes in connection herewith.
8. No Alcohol may be consumed during the ride - Training
9. No Rider will be allowed to pass the Instructor