

LIABILITY WAIVER

EXERCISE CAUTION! MOUNTAIN BIKING & TRAIL RUNNING IS A HAZARDOUS ACTIVITY THAT IS DIFFERENT FROM ROAD BIKING OR RUNNING BECAUSE IT IS DONE ON NATURAL TERRAIN, WITH VARYING SURFACE AND ENVIRONMENTAL CONDITIONS. While riding/running on Meerendal Wine Estate, on or off the trails, you may encounter many RISKS, DANGERS and HAZARDS, including but not limited to other bikes and vehicles, hikers, runners, loose gravel, wet surfaces, holes, bumps, horses, forest growth, wildlife, downed timber, rocks and other natural and man-made obstacles and hazards and equipment failures. Trails can be steep and narrow; ride within your own ability. You must regulate your speed to avoid or negotiate obstacles. On coasting descents, slow down and use caution. Weather conditions may change at any time and the terrain may become more hazardous and dangerous due to weather or other causes.

BIKING & TRAIL RUNNING TRAILS ARE DESIGNED FOR MEERENDAL CLUB MEMBERS WITH INTERMEDIATE OR HIGHER EXPERIENCE AND SKILLS. BEFORE PARTICIPATING IN THIS ACTIVITY, CONSIDER WHETHER YOU HAVE THE NECESSARY EXPERIENCE AND SKILLS. YOU ALONE ARE RESPONSIBLE FOR DETERMINING YOUR OWN ABILITY.

1. I wish (or, if applicable, my child wishes) to engage in mountain biking or trail running activities on Meerendal Wine Estate. I acknowledge that my (or, if applicable, my child's) participation in mountain biking or trail running is a purely voluntary recreational activity. In this agreement the term "activities" shall include but is not limited to: road and mountain cycling; hiking; mountain bike descents; bike tours; hiking tours; use of the mountain trails; and other such activities, events and services in any way connected with or related to those activities. I, the undersigned, confirm that I am at least 18 years old.

2. I UNDERSTAND THAT FALLS AND COLLISIONS WHICH MAY CAUSE SERIOUS INJURY OR DEATH CAN OCCUR REGARDLESS OF SKILL LEVEL. In consideration of participating in the above-named activity(ies), I ASSUME ALL RISKS OF AND RESPONSIBILITY FOR PROPERTY DAMAGE, INJURY OR DEATH to myself or to others which may be associated with and/or result from my activities on the Premises, including, but not limited to, any mountain biking related activities.

3. I HEREBY FULLY EXCLUDE LIABILITY, ABSOLVE FROM LIABILITY, INDEMNITY AND HOLD HARMLESS Meerendal Wine Estate, its representatives, agents, affiliates, partners, officers, landowners, directors, servants and employees of and from any liability, claims, demands, and causes of action whatsoever for any loss, damage, injury, illness or harm of any kind and nature arising from or related in any way to my activities on the Premises, including mountain biking and Trail Running.

4. I understand that HELMETS ARE REQUIRED while biking on Meerendal Wine Estate and I agree that I will wear a helmet (applicable to all mountain bikers) at all times. I also understand, however, that wearing a helmet does NOT guarantee my safety.

5. I have carefully read this Agreement, have not relied on any verbal representations to me, if any, and understand that this is an EXCLUSION OF LIABILITY AND INDEMNITY that will legally PREVENT me from recovering in any lawsuit or in connection with any other legal claim for damages in the event of my death or any injury to me. I nevertheless enter into this Agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and legal representatives.

6. I understand that every portion of this Agreement is severable, and to the extent that any portion of this Agreement is deemed unenforceable, the remaining portions shall remain in full force and effect. I understand and agree that this Agreement fully binds my successors-in-title, assigns, heirs, next of kin, and Estate and that the Agreement shall be governed by South African law.