

BALLITO UNITED FOOTBALL CLUB

LIMITATION OF LIABILITY AND INDEMNITY

**Conditions of Application, Membership & Participation in the
Activities of Ballito United FC (Pty) Limited t/a Ballito United FC
(hereinafter referred to as the CLUB)**

A DECLARATION BY PARTICIPANT (18 years and older)

I, (full names).....;

(ID number).....the undersigned hereby unconditionally & irrevocably accept and agree and warrant that I am legally entitled to bind myself to the terms and conditions set out hereunder.

1. I acknowledge the risks and hazards, which exist in respect of the football related activities of the CLUB..
2. I am attending and/or participating in CLUB activities entirely & strictly at my own risk.
3. I am obliged to strictly adhere to all the applicable rules and directives of the CLUB and its directors, officials & other appointees;
4. I voluntarily accept and agree that I, my estate, my heirs and dependant(s), my employer and any other person, natural or juristic, with whom I have legal obligations or have a duty of support or whom I represent (hereinafter referred to as my DEPENDANTS) shall not have any claim of whatsoever nature or kind against the CLUB and its respective directors, officials, contractors, sub-contractors, consultants, agents, staff and employees, (hereinafter referred to as OFFICIALS) for any cost, loss, damage, injury, disability or death which may be incurred or suffered by myself or my DEPENDENTS arising directly or indirectly from my participation in CLUB activities and my use of facilities and/or amenities of the CLUB or from any other cause whatsoever except upon proof that such cost, loss, damage, injury, disability or death was due to the gross negligence or criminal acts of any of the CLUB - in which event the said CLUB & CLUB OFFICIAL potential liability shall be limited to the extent that the claim falls within the ambit of any insurance policies which the CLUB may have in place and then only to the extent that such claim is covered and settled by any insurer of the CLUB.
5. Furthermore I hereby agree to indemnify the CLUB from & against any and all such claim(s), should they materialize, to the extent that they are not covered and, settled or are excluded/repudiated by any insurer(s) of the CLUB and/or its OFFICIALS.

SIGNED: Participant:_____

DATE:_____

By appending my signature hereto I do hereby acknowledge and confirm that I have read the contents hereof and have fully acquainted myself with the extent thereof and fully understand the meaning and effect of this "Limitation of Liability and Indemnity" document.

B DECLARATION BY LEGAL GUARDIAN (PARTICIPANT YOUNGER THAN 18 YEARS)

Any person putting his/her signature to this exclusion of liability and indemnity in any representative capacity whatsoever, unconditionally guarantees and warrants that he/she has fully acquainted himself/herself with the terms of the "Limitation of Liability and Indemnity" document (above) and further that he/she is duly authorized or empowered in law to act and legally represent and bind the person(s) so being represented, and hereby indemnifies the CLUB and its OFFICIALS against any death, injury, liability, loss or damage suffered or which may in future be suffered, including any liability arising as a result of the absence of such legal authority to bind and represent the Participant .

I, (full name)

(ID Number)

(Cell phone Number)

the undersigned, in both my personal and representative capacity as legal guardian of

(full name of minor).....

(his/her ID number and date of birth)

(hereinafter referred to as MINOR) hereby unconditionally accept and agree to bind myself to the terms and conditions set out hereunder.

1. I acknowledge the risks and hazards, which exist in CLUB activities of this nature.
2. I consent to MINOR's participation in the EVENT and accept any & all risks attaching or associated therewith.
3. I acknowledge and accept that MINOR attends and/or participates in CLUB activities entirely at my and his/her own risk.
4. I acknowledge that the wording of the "Limitation of Liability and Indemnity" for CLUB participants (above 18 years of age) (see above) applies mutatis mutandis to myself and the MINOR.
5. I am responsible to ensure that MINOR strictly adheres to all the applicable rules and directives of the CLUB and its officials.
6. I undertake not to bring any claim of whatsoever nature or kind against the CLUB and/or its OFFICIALS or in any way to hold ENTITIES liable for any for any cost, loss, damage, injury, disability or death which may be incurred or suffered by myself or the minor DEPENDENTS arising directly or indirectly from the MINOR's participation in CLUB activities and/or any of the activities associated with my or the MINORS use of facilities and/or amenities of the CLUB or from any other cause whatsoever except upon proof that such cost, loss, damage, injury, disability or death was due to the gross negligence or criminal acts of any of the CLUB and/or its OFFICIALS, in which event the said potential liability shall be limited to the extent that such cost, loss, damage, injury, disability or death was due to the gross negligence or criminal acts of any of the CLUB - in which event the said CLUB & CLUB OFFICIAL potential liability shall be limited to the extent that the claim falls within the ambit of any insurance policies which the CLUB may have in place and then only to the extent that such claim is covered and settled by any insurer of the CLUB.
6. To the extent that the claim falls within the ambit of any CLUB OFFICIALS insurance policy and then only to the extent that such claim is covered and settled by the insurers of the said CLUB OFFICIAL.
7. Furthermore I, in both my personal and my representative capacity, agree to indemnify the CLUB and/or CLUB OFFICIALS from and against any and all such claim(s), should they materialize, to the extent that they are not covered and, settled or are excluded/repudiated by any insurer(s) of CLUB and/or its OFFICIALS.

SIGNED: Legal Guardian _____

DATE _____

By appending my signature hereto I do hereby acknowledge and confirm that I have read the contents and have fully acquainted myself therewith and understand the meaning and effect of this "Limitation of Liability and Indemnify" document