



**FK SPECIMEN CLASSIC CUP & SAFBAF RELEASE OF LIABILITY,
WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND
INDEMNITY AGREEMENT.**

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING

PART 1: Express assumption of risk associated with competitive carp fishing and the related activities, hereafter Activities:

I, *(full name and surname)* _____ hereby represent that:

- (i) I am in good health and in proper physical condition to participate in the Activities; and
- (ii) I will not consume or use any alcohol or illicit or prescription drugs which would in any way impair my ability to participate in the Activities safely.
- (iii) I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.
- (iv) I understand and acknowledge the physical and mental rigours associated with the Activities are inherently dangerous and may represent an extreme test of a person's physical and mental limits and condition.

I do hereby affirm and acknowledge that I am familiar with all the inherent hazards, risks and hazardous conditions which may exist in connection with carp fishing activities, transportation of equipment related to the activities, and travelling to and from activity sites. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment used in carp fishing can be significant including the potential for permanent disability and death.
2. Possible equipment failure and malfunction of my own or others' equipment which may have been rented, borrowed or personally owned.
3. My own negligence and the negligence of others, including organisers, selectors, officials, independent contractors or other representatives of FK Specimen, Department of Water Affairs and Sanitation, SAFBAF and organisations FK Specimen and SAFBAF is affiliated with.
4. Hazards related to carp fishing which includes but are not limited to collision, hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of my body upon the bank, injection of water into my body orifices, marine life forms, and drowning. I will abide by the rules and will not enter the water deeper than knee deep.
5. Cold weather and heat-related injuries and illness including but not limited to frostnip, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration. I agree to prepare sufficiently and take the necessary precautions to protect myself from the elements.
6. Exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and varied wind, temperature and all other weather conditions. I agree to follow the official's instructions regarding lightning and or any other extreme weather conditions immediately.
7. Attack by or encounter with insects, reptiles, and animals. I will inform my peg mate and the officials if I am allergic to bee stings and will ensure that I have sufficient medication at the event.
8. Accidents or illness is occurring in remote places where there are no available medical facilities. I will make sure that my peg mate and the official is aware of my condition and I will have sufficient medication for example asthma inhaler, at the event.
9. Fatigue, chill, and dizziness, which may diminish my reaction time and increase the risk

of an accident.

10. My sense of balance and physical coordination may be impaired due to exposure and fatigue.
11. Injury or loss of property due to fire. I will not start any open fires or cook in a tent. If I am a smoker, I agree not to smoke in my tent, and I will not toss my cigarette in the veld.
12. Loss of property due to fast-rising water levels or crime.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

PART 2: Release of Liability, Waiver of Claims and Indemnity Agreement.

In consideration for being permitted to participate in any way in carp fishing and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named person or entities, herein referred to as organisers, selectors, officials, independent contractors or other representatives of FK Specimen Classic Cup, Department of Water Affairs and Sanitation, SAFBAF and organisations FK Specimen is affiliated with. To release FK SPECIMEN CLASSIC CUP, their organisers, officials, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the SAFBAF or otherwise. By executing this document, I agree to hold the FK Specimen Classic Cup, Department of Water Affairs and Sanitation harmless and indemnify them in conjunction with any injury, disability, death, or loss

or damage to person or property that may occur as a result of engaging in the above activities.

2. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the FK Specimen and SAFBAF, other than what is outlined in this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this statement is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of adult participant

Date

Name of adult participant

(please print)

For participants of under the age of twenty-one (21): This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent

and agree not only to his/her release of all SAFBAF, but also to release and indemnify SAFBAF from any and all liabilities incident to his/her involvement in these activities for myself, my heirs, assigns, and next of kin.

Signature of parent or legal
guardian

Date

Name of adult parent or legal
guardian *(please print)*

Name of adult parent or
underage participant *(please print)*