



*This is an important document which affects your legal rights and obligations. You must read it carefully prior to entering/taking part in the event. You will need to print and sign this form and bring to event registration.*

### INDEMNITY AND CONSENT

**IF YOU DO NOT AGREE WITH ANY PROVISIONS CONTAINED IN THIS INDEMNITY AND CONSENT, YOU ARE NOT ALLOWED TO REGISTER OR TAKE PART IN THE EVENT**

In consideration of Sol Plaatje University (hereinafter referred to as the "Event Organisers") accepting my participation in the VC's Cycle Challenge 2022 (hereinafter referred to as the "Event") to be held in or in the vicinity of Kimberley, Northern Cape during October of each year (the "Event"). I agree to this release of claims, waiver of liability and assumption of risk. "Event" shall include, but is not limited to, all activities, events or services in any way provided, organized, sponsored or authorized by the Event Organisers. **1.** I (the undersigned) have read and understood the relevant Race Information and Rules, Online information, Event communication (emails and newsletters) and information relating to the Event. **2.** I am aware that although the route is reasonably marked, I am required to use the map provided to follow the correct road. I acknowledge that should I get lost, I am accountable for this. **3.** I agree to obey all existing road rules as per the Provincial and National road Regulations. I am aware that the local community traffic might include e.g. unattended donkeys, wild life, children and senior citizens using the road on foot. **4.** The Event Organisers may, at their sole discretion, refuse entry or cancel an entry (with full refund) to any person for any reason whatsoever. **5.** I understand the demanding physical nature of the Event. I declare, as a condition of entry to the Event, that I have sufficiently trained for this Event and that I am not aware of any illness, injury or any other physical disability which may cause me injury or death whilst participating in the Event. **6.** In the event that I become aware of any medical condition or impairment, or am otherwise sick or injured prior to or during the Event, I will withdraw from the Event. **7.** I acknowledge that participating in the Event is a dangerous activity and that by such participation I am exposed to certain risks. I acknowledge that the enjoyment of cycling is derived in part from the inherent risks and exertion beyond the accepted safety of life at home or at work and that these inherent risks contribute to such enjoyment and is a reason for my participation in the Event. **8.** I acknowledge and understand that whilst participating in the Event: **8.1** I may be injured, physically or mentally, or may die from various causes including, but not limited to; over exertion, dehydration, cardiac arrest, falls, accidents with other participants, animals, spectators and road users, or accidents caused by my own actions; **8.2** My personal property may be lost or damaged; **8.3** I may cause injury to other persons or damage their property, which I may be held liable for; **8.4** The conditions in which the Event is conducted may vary without warning; **8.5** I may be in a remote or isolated location where access to medical support may be limited and take significant time to reach me; **8.6** There may be no or inadequate facilities for treatment or transport if I am injured; **8.7** I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the Event **9.** I agree that if I am injured or require medical assistance, the Event Organisers may, at my cost, arrange medical treatment and emergency evacuation as deemed necessary by the Event Organisers. I agree that I am responsible for my own medical and ambulance insurance cover. I acknowledge that I am solely responsible for my own medical well-being. I undertake to have available my medication and medical information when and if I have a medical event / condition / illness requiring attention. **10.** I agree to release, indemnify and hold harmless the Event Organisers as well as the City of Kimberley, its officers, employees, agents, volunteers, contractors, public bodies, landholders and sponsors, from and against any and all claims, demands, right or cause of action, suits, expenses, costs and proceedings of any nature whatsoever which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property as a result of my entry or participation in the Event whether by negligence, breach of contract or in any way whatsoever. **11.** I also agree that in the event I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the Event Organisers in respect to that injury or damage. **12.** I understand that my personal information, collected as part of the entry process for the Event will be made available to the event medical team and operations team. It will only be used to help staff look after me if I need help and care. If I am evacuated from the event by Emergency Services, this personal information plus any new data entered by event staff will be supplied to the Emergency Services staff. **13.** I agree to submit urine and / or blood samples for drug testing at the Event if required. **14.** I acknowledge that my image may be taken by one or more photographers during the Event and that Event Organiser may contact me to offer for sale images of me at the Event, and I agree to allow my name, results photographs, videos, multimedia or film likeness to be used for any legitimate purpose by the Event Organisers, the sponsors, event partners, or assigns without payment or compensation. **15.** I agree to abide by the Event rules and the directions/instructions of all Event officials.

INITIALS:  
EVENT  
PARTICIPANT

INITIALS:  
PARENT / LEGAL  
GUARDIAN

16. I acknowledge that the Event Organisers may change the advertised course without notice if the Event Organisers deem this necessary.

17. I acknowledge that if I should not make a cut-off time I will be withdrawn from the Event. If I continue after withdrawal, I acknowledge that I am no longer participating in the Event but continuing the same route in my private capacity, understanding that the Event services will not be available to me.

18. I acknowledge that the Event Organisers reserves the right to change any team name if in the opinion of the Event organiser the name conflicts with other Cyclist or team names or the Cyclist’s team name is of an offensive nature.

19. I acknowledge that the Event Organisers may cancel the Event due to weather conditions, safety considerations, terrorism or ‘acts of God’ and that in such circumstances my entry fee will be non-refundable. SPU respect and recognise the importance of protecting your privacy.

19.1 Purpose of Collection and Processing of Personal Information.

19.1.1 The Event cannot be hosted without us processing your Personal Information, including without limitation your ID number, name and location data.

19.1.2 You hereby expressly agree that we may collect, process, and share your Personal Information that you have entered on the basis and with the people as described below.

19.1.3 We collect, use, share and otherwise Process Personal Information for the purposes set out in this Privacy Policy, including but not limited to:

19.1.3.1 In the event of a medical or other emergency during the Event;

19.1.3.2 to track your progress during the Event and upload the data to our live results feed;

19.1.3.3 to process your data after the Event and provide you with results;

19.1.3.4 to add your results in an event to our results page on our Website;

19.1.3.5 to add your results to our database;

19.1.3.6 where you have consented to us Processing your Personal Information (which consent you can revoke at any time);

19.1.3.7 as necessary to host the Event;

19.1.3.8 where necessary to comply with any legal obligation; and

19.1.3.9 where you have made the information public.

20. The Event Organisers process personal information in accordance with the provisions contained in relevant legislation and our Privacy Policy found at <https://www.spu.ac.za/wp-content/uploads/2019/08/SPU-Privacy-Policy-300621.pdf>

20.1 When you register, we collect Personal Information about you, including information that directly or indirectly identifies you if you choose to share it with us.

20.2 You cannot register or take part in the Event without us processing information about you, including basic information such as your name, email address, date of birth and gender that helps secure and provide you with access to our Services.

20.3 We also collect the following information:

20.3.1 your contact information;

20.3.2 payment information;

20.3.3 location information to record your time and to provide you with statistics and inclusion in the results;

20.3.4 Use and Processing of Personal Information

20.4 We use the information we collect to host the Event and to improve future Events, or as otherwise described herein.

20.5 We may also use your information to market the Event (where you have agreed to receive such communications), provide you with support related to the Event and to communicate with you in general.

20.6 As permitted by POPI (Protection of Personal Information Act 4 of 2013), we may use Personal Information collected to compile profiles for statistical purposes. No information contained in the profiles or statistics will be able to be linked to any specific user.

20.7 We undertake that your information will be processed in accordance with applicable law and requirements directly applicable to the Event, and that we will only process the information in a manner consistent with the principles contained in POPI and will process it to the minimum extent necessary.

20.8 You may consent to us sharing your ID number with your relevant medical aid in the event of a medical emergency.

20.9 You may, at any time, access your personal information which we hold. You may also correct your personal information held by us, should the need arise. In this regard, you may send an email to [coo@spu.zc.za](mailto:coo@spu.zc.za)

20.10 We will delete all Personal Information, insofar as it relates to a particular user when we receive a written instruction from you to do so. We will destroy or delete any Personal Information that is no longer needed by us for the purpose it was initially collected, or subsequently Processed. We may retain information from deleted accounts to comply with the law, prevent fraud, resolve disputes, troubleshoot problems, and enforce any of our terms. Any information we retain will be handled in accordance with this Privacy Policy.

20.11 EU Members’ Rights

20.11.1 If you normally live in the European Union (“EU”), you have the right to access, rectify, download or erase your information, as well as the right to restrict and object to certain processing of your Personal Information as fully described here:

20.11.2 you can access your information by logging into your account and can rectify, restrict, limit or delete your information;

20.11.3 if we process your information as set out above, you can object to this processing in certain circumstances;

20.11.4 if you have given us consent to process information, you have the right to withdraw your consent at any time; and

20.11.5 if you have a concern about our use of your information, you have the right to raise such concern with your local supervisory authority.

20.12 If you have any queries about this Privacy Policy, please contact us by emailing [coo@spu.ac.za](mailto:coo@spu.ac.za)

21. I have carefully read this waiver of liability, assumption of risk, indemnity and consent, and understand that I am giving up substantial legal rights, including my right to sue. By signing this document, I herewith waive all rights and give consent to the processing of my personal information as described above.

Event Participant Name: .....

Event Participant Surname: .....

Event Participant Identity number: .....

Event Participant Cell number: .....

Emergency Contact 1: .....

Emergency Contact 1 cell number: .....

Emergency Contact 2: .....

Emergency Contact 2 cell number: .....

Signed at ..... on this ..... day of ..... 20.....

**IN THE EVENT THAT THE EVENT PARTICIPANT IS A MINOR (<18 years)**

.....  
**SIGNATURE OF EVENT PARTICIPANT**

.....  
**SIGNATURE OF PARENT / LEGAL GUARDIAN OF EVENT PARTICIPANT**