

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT: "BAALDRA" COMPETITION

### 1. DISCLAIMER CLAUSE

As Oos Vrystaat Kaap Operations Limited, in conjunction with the \_\_\_\_\_, (both parties hereafter referred to as "OVK" for the sake of convenience; any reference to "OVK" includes \_\_\_\_\_) present a "Baaldra" competition and I intend to participate in the competition. I agree that OVK, their agents, directors, employees, volunteers and representatives are not responsible for any injury, death, illness, loss or damage of any kind sustained by or arising from the participating in the "Baaldra" competition.

### 2. DISCRIPTION OF RISK

I acknowledge that I am aware of the possible risk, dangers and hazards associated with participating in the competition and that the competition entails hard physical activity (carrying a wool bale, approximately 120kg, over a distance of ±40m) that could lead to severe or even fatal injury to myself and/or others. These risks include, but are not limited to:

- a) Physical injuries such as muscular injuries, bruises, scrapes, cuts, sprains, dislocations, broken bones, and head, facial or dental injuries which might result from or arise from an accidental injury; the possibility of physical confrontations whether caused by myself or some other person or persons resulting in injuries and/or death. I am fully aware of the risks involved and accept all such risks, dangers and hazards and the possibility of personal injury, death, permanent disability, property damage or loss resulting thereof.

### 3. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

I acknowledge that I participate in the competition out of free will and therefore agree as follows:

- 3.1 TO WAIVE ANY AND ALL CLAIMS that I have or might have against OVK, and their agents, directors, employees, volunteers and representatives or independent contractors as a result of my participation in the "Baaldra" competition and/or any related activity;
- 3.2 TO RELEASE OVK from any and all liability from any loss, damage, expense or injury that I may suffer, or my next of kin may suffer as a result of my participation in the "Baaldra" competition and/or any related activity due to any cause whatsoever;
- 3.3 TO INDEMNIFY AND HOLD OVK HARMLESS from any and against all liability for any damage, including consequential damage, or personal injury and/ r death as a result of my participation in the "Baaldra" competition or any related activity;

By entering into this agreement, I am not relying on any oral or written representation or statement made by OVK other than set forth in this agreement.

### 4. ACKNOWLEDGEMENT

I acknowledge that I have read and understood this agreement, that I sign this agreement voluntarily, and that this agreement is binding on my heirs, executors, administrators, representatives and myself.

FULL NAMES AND SURNAME	ID NUMBER	EMERGENCY CONTACT

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
CONTESTANT WITNESS

\_\_\_\_\_  
CONTESTANT



EEU VAN GROEI 1919-2019  
CENTURY OF GROWTH

For more information relating OVK's diversified services, please contact:

Shares  
051 923 4570

OV Kunsmis (AfriFert)  
053 683 0190

Client Services  
051 923 4548

Cradock  
048 881 3438

Hopetown  
053 203 9201

Tyres & Fuel  
071 302 6008

Gariep Abattoir  
058 303 1348

Burgersdorp  
051 653 1855

Ficksburg  
051 933 7662

Port Elizabeth  
041 406 7500

Head Office: Ladybrand Tel. 051 923 4500 Tel. 051 923 4548 clientservices@ovk.co.za www.ovk.co.za

