

**INDEMNITY/DECLARATION/UNDERTAKING TO BE SIGNED BY EVERY COMPETITOR/ENTRANT/DRIVER**

**AGREEMENT TO BE SIGNED BY EVERY RIDER, DRIVER, CO-DRIVER OR NAVIGATOR**

I agree to allow a Doping Control/Alcohol Control Officer to examine me prior to, during or following a motor sporting event, meeting or competition. I further agree to allow a sample of my blood and/or urine to be taken for laboratory analysis by the Doping Control/Alcohol Control Officer concerned to determine the presence of alcohol or prohibited drugs as listed in the MSA Anti Doping Code, in accordance with the procedure for testing as prescribed in this Code. Should the analysis of the samples taken reveal the presence of alcohol or drugs or should I refuse to allow samples of blood and/or urine to be taken, I agree to MSA taking disciplinary action against me as envisaged in the MSA Anti Doping Code.

SIGNED AT ..... THIS ..... DAY OF .....20..

Signed by\* .....

\*Assisted by me .....

Every competitor/entrant/driver shall sign the form of indemnity/declaration/undertaking below:

**I (full Names) .....**

..... **of (address)**

.....

have read and agree to be bound by the general competition rules of Motorsport South Africa, hereinafter referred to as MSA, and I agree to be bound by the supplementary regulations issued for any competitions in which I take part. I agree that neither MSA, nor the promoter, organiser, any vehicle owners or possessors, guarantor and/or sponsor of any competition or the owner/s of the property on which a competition is held, nor any government, provincial or municipal body, and their respective officials, agents, servants or representatives shall be liable under any circumstances for any damage done by any vehicle entered by or ridden in or attended upon by me in any competition or for any personal injury – fatal or otherwise – or loss of whatever kind sustained by myself or any person riding in or attending upon it or any person whatsoever, whether caused during any competition or any practice run, or while the said vehicle is on any road or area forming part of the track or route or any deviation therefrom or any approach by whatever means such damage, injury or loss may be caused, and even though the same may be contributed to or caused by the wilful act, neglect or default of any official, agent, servant or representative of MSA, or any promoter, organiser, guarantor or sponsor of the competition, or the owner/s of the property on which the competition is held or any government, provincial or municipal body.

Insofar as I, at any time, make use of or drive any vehicle, motorcycle, kart or quad of which I am not the owner, I warrant that I have the owner's permission to drive such vehicle, motorcycle, kart or quad, and that I am duly authorised on behalf of the owner to furnish the indemnities given above on behalf of the owner of such vehicle, motorcycle, kart or quad as well.

I hereby indemnify the MSA, the promoter, organiser, guarantor and sponsor of the competition and the owner/s of any property on which the competition is held and any government, provincial or municipal body and their respective officials, agents, servants and representatives against any legal liability for any damage or injury so done or sustained

**MSA IN ITS SOLE DISCRETION RESERVES THE RIGHT TO:**

- i) Issue a licence to an applicant who may not have the stipulated qualifications but who can satisfy MSA as to his ability and/or experience, full particulars of which **MUST** be submitted in writing in support of his application.
- ii) Withhold a licence, or issue a lesser licence notwithstanding the fact that the applicant has the necessary qualifications in accordance with details required and furnished in this application.
- iii) Issue licences to drivers who do not hold current driver's licences (or a learners licence) where the nature of the event allows the participation of junior competitors or the standing regulations of MSA do not specifically require drivers to hold driver's licences.

as aforesaid by myself or any other such persons as aforesaid. I further declare that I am aware of the risks, dangers and perils attendant upon motorcar/motorcycle racing or rallying or any other form or motoring competition, which I hereby assume.

I furthermore acknowledge that I, as a competitor as defined in GCR 19, accept that I personally am bound by MSA's GCRs and SSRs.

This indemnity shall apply to all competitions (held under the authority of a permit issued by MSA) or for which a waiver from the need of holding such a permit has been granted by MSA, in which I take part in any capacity.

SIGNED AT .....THIS ..... DAY OF ..... 20

SIGNED\* .....

ASSISTED BY ME ..... (father/guardian/curator)

**\*TO BE SIGNED BY EVERY APPLICANT. BALANCE TO BE SIGNED BY THE PARENT/GUARDIAN/WARD IF APPLICANT IS UNDER 21 YEARS OF AGE.**

If any signatory to the above form of indemnity is under 21 years of age, then the following addition shall be made and completed.

**I (full Names)**

.....

**of (address)**

.....

in my capacity of father/guardian/curator\* hereby do consent to the participation of my son/daughter/ward\* in any form of motor sport controlled by MSA and for which the said MSA may issue a valid competition licence to my said son/daughter/ward\*. I agree that this form of consent be read as part and parcel of, and together with the abovementioned form of indemnity which I have also signed on this day and the contents of which are fully understood by me and my son/daughter/ward\*. I hereby acknowledge that I am fully conversant with, and hereby assume the risks, dangers and perils of motor sport.

SIGNED AT ..... THIS .....DAY OF ..... 20

SIGNED .....

**(delete that which is not applicable)**

\*if the signatory to the above agreement is under 21 years of age then the following addition shall be made and completed:

I (full Names) .....

of (address) .....

In my capacity as father/guardian/curator\* hereby acknowledge the abovementioned agreement, the contents of which are fully understood and accepted by me and by my son/daughter/ward\* (delete which is not applicable)

SIGNED AT ..... THIS ..... DAY OF ..... 20

SIGNED .....