



INDEMNITY AND CODE OF CONDUCT

The owners, the managers and their families (together “the owners”) of all the land (“the land”) on which HOLLA TRAILS CC trading as’ HOLLA TRAILS (HOLLA TRAILS”) offers access to designated marked routes (“the marked routes”) for the purpose of recreational cycling and running , have made the land available to HOLLA TRAILS and cyclist/runners subjected to the following indemnities and undertakings which must be agreed and accepted by each individual.

1. I enter and use the land entirely at my own risk:

- 1.1 I will bear the risk of all and any loss to any person which may arise by my presence on the land, as a result of any circumstances at all. In particular, I hereby indemnify and hold harmless from all liability all persons, (including but not limited to CSA, KZNMBMA, HOLLA TRAILS, COLLISHEEN ESTATES, SUGAR RUSH PARK or any successor of any of the aforementioned, all members agents, contractors and employees of the aforesaid persons and the owners local authority or statutory body and any employees of the former, together hereafter referred to as “ indemnified persons”) in respect of any loss, damage or injury whatsoever which I may suffer (including loss to or by my family members and dependants) arising from any reason whatsoever, nothing excluded.
- 1.2 I acknowledge that HOLLA TRAILS as agent and trustee in respect of all the indemnified persons other than itself, accepts this indemnity and benefits conferred on the indemnified persons on their behalf and that HOLLA TRAILS is authorised by indemnified persons to do so.

2. My HOLLA TRAILS bike board or wrist band is my access permit.

- 2.1 HOLLA TRAILS will issue me with a bike board or wrist band either when I take out annual membership of HOLLA TRAILS or on an ad hoc basis if I am an occasional visitor to HOLLA TRAILS.
- 2.2 I will not ride/run on the marked routes without my bike board or wrist band properly displayed on my bicycle or person and will it to any owner or official if requested to do so.

3. I will only use the marked routes

- 3.1 I will not leave the marked routes and specifically, will not go onto the cane fields or onto in-fields access ways or cane breaks, unless requested to do so by Holla Trails.
- 3.2 However, even if I leave the marked routes in contravention of this undertaking and Code if Conduct, I understand that I will still remain fully bound by all of the terms and conditions of this Indemnity and Code of Conduct.

4. I acknowledge that the land is private owned and that operations take precedence

- 4.1 I will respect the owners’ staff and operational requirements, and not ride/run or conduct myself in a manner which interferes with owners’ operations in any way at all.
- 4.2 I acknowledge that all owners’ vehicles shall at all time have the right of way and that, if necessary, I will move off a path or road to permit vehicles to pass.

5. I will comply with notices, instructions and directions by the owners ‘and its staff

The owners may heed to prohibit the use of certain areas for safety or operational reasons and may do so without prior warning. I will politely and immediately adhere to notice, signs or instructions in this regard.

6. I will not bring any vehicle rather mountain bike onto the land

I will not bring motorised equipment/vehicles onto the land for any reason, or the trails shall engage only in mountain biking and running activities.

7. I will behave with due decorum and respect and will not bring the name of Holla Trails into disrepute or adversely affect the enjoyment of others.

If my behaviour is, in the sole opinion of the owners of Holla Trails:

- 7.1 Contrary to the terms of this Code of Conduct;
- 7.2 Of such a nature as to be unbecoming of a member of Holla Trails, or likely to adversely affect the good name of Holla Trails, I understand that Holla Trails may summarily terminate my membership with no reimbursement of my membership fee or refuse me access to Holla Trails for a period of determined by the operators of Holla Trails.
Holla Trails will be entitled to have me immediately removed from the land.

8. I will look after the land as if it were my own

- 8.1 I will not litter at all (not even Gu papers), will avoid causing fires, soil erosion or damage to plants and shrubs and will report trespassers (or unauthorised mountain bikers or trail runners) and incidents to the HOLLA TRAILS Office.
- 8.2 I will act as eyes and ears for the owners and report suspicious activity I observe to HOLLA TRAILS and/or farm watch security to assist in the security in the area. I will also report any damages noted on the land to Holla Trails.
- 9. I acknowledge having been specifically made aware of the following:**
- 9.1 Mountain biking and trail running can be an inherently dangerous sport, especially if undertaken on uneven or roughly hewn ground. I acknowledge that the marked routes offered by HOLLA TRAILS may be uneven or roughly hewn at times and may at times present a danger to mountain bikers and trail runners. I will therefore exercise reasonable caution at all time when riding on the marked routes and do so entirely at my own risk.
- 9.2 The roads tracks and access ways on the property are generally narrow and are utilised frequently by private individuals, vehicles, heavy tractors and construction vehicles, many of which have long stopping distances, and which may pose a danger I will accordingly take all due care and precautions.
- 9.3 The moving of sugar or other operations on the property may constitute a danger to me.
- 9.4 The burning of Sugar cane is a regular occurrence on the property and it is often not possible to give prior warning of such burning. Fires may occur without the knowledge or control of land managers and burn in a dangerous, unpredictable and uncontrolled manner. All burning constitutes a serious danger and burning must be avoided;
- 9.5 The land is inhabited by snakes, bush pigs and other wildlife. I acknowledge that these may pose a danger to me. I will also take all reasonable care to do no harm whatsoever to any wildlife which I encounter.
- 9.6 Holla Trails cc has no emergency response facilities and limited resources to assist in an emergency. I accept that should I have an emergency on the trails, Holla Trails Staff will help as much as they possibly can but that they can commit to nothing. I need to be prepared and self-sufficient in the case of an emergency.
- 9.7 My access to property is undertaken with due knowledge and appreciation of the risks inherent therein.
- 9.8 I hereby waive my right to bring/institute any claim against Holla Trails should I be involved in any incident/accident in the land.

Dated at _____ on this _____ day of _____ 2018/2019

Full Names _____

Last Name _____

Identity Number _____ Signature _____