

## **TERMS AND CONDITIONS**

### **INDEMNITY AND CONDITIONS**

The owners and managers and their families (together “the owners”) of all of the land (“the land”) on which Breedekloof Wine & Tourism offers access to designated marked routes (“the marked routes”) for the purpose of recreational cycling, have made the land available to cyclists subject to the following indemnities and undertakings which must be given by each individual. By purchasing your day permit on SnapScan, you acknowledge you have read and understood these conditions:

1. I 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 from my presence on the land, as a result of anything at all. In particular, I hereby indemnify and hold harmless from all liability all persons, (including but not limited to Breedekloof Wine & Tourism, 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 “the indemnified persons”) in respect of any loss, damage or injury whatsoever which I may cause or suffer (including loss to or by my family members and dependents) arising from any reason whatsoever, nothing excluded.
  - 1.2 I acknowledge that Breedekloof Wine & Tourism acts as agent and trustee in respect of all of the indemnified persons other than itself, accepts this indemnity and any benefits conferred on the indemnified persons on their behalf and that Breedekloof Wine & Tourism is authorized by the indemnified persons to do so.
2. My BREEDEKLOOF MTB TRAILS permit number is my access permit.
  - 2.1 Breedekloof Wine & Tourism will issue me with an access permit either when I take out annual membership of WORCESTER WHEELERS or on an ad hoc basis if I am an occasional visitor to the Breedekloof Wine Valley.
  - 2.2 I will not ride, run or hike on the marked routes without my permit and will show it to any owner or official if asked to do so.
3. I will only use the marked routes
  - 3.1 I will not leave the marked routes and, specifically, will not take shortcuts even if on Jeep track, or go “explore” areas of the farms.
  - 3.2 However, even if I leave the marked routes in contravention of this undertaking and Code of Conduct, I understand that nonetheless 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 privately owned and that operations take precedence. I acknowledge that the trails are built on working farms and will respect the landowner, farm worker and farming activities
  - 4.1 I will respect the owners' staff and operational requirements, and not ride or conduct myself in a manner which interferes with the owners' operations in any way at all.
  - 4.2 I acknowledge that all owners' vehicles shall at all times 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' staff
  - 5.1 The owners may need 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 notices, signs or instructions in this regard.
6. I will not bring any vehicle other than a mountain bike onto the land
  - 6.1 I will bring nothing motorized ever, for any reason, onto the land or the trails and shall engage only in mountain biking on the permitted routes.
7. I will respect the land
  - 7.1 I acknowledge that I am merely a guest on the property. I will respect the farm workers, the landowners and the land itself.
  - 7.2 I will not go off the route to unmarked areas.
  - 7.3 I will not scare or hurt any animals.
  - 7.4 I will look after the land as if it were my own
  - 7.5 I will act as eyes and ears for the owners and report suspicious activity I observe to the Breedekloof Wine & Tourism office and/or farm watch security to assist in the security in the area. I will report trespassers (or unauthorized users) and incidents to the Breedekloof Wine & Tourism office.
8. No smoking or littering on the trails
  - 8.1 I acknowledge that the only thing I am allowed to leave on the trails are blood and sweat, the only things allowed to smoke on the trails are bearings seizing up.
  - 8.2 I will not litter at all (not even bio-degradable papers),
  - 8.3 I will avoid causing fires, soil erosion or damage to plants and shrubs
9. No helmet, no ride.
10. I acknowledge having been specifically made aware of the following:
  - 10.1 Mountain biking can be an inherently dangerous sport, especially if undertaken on uneven or roughly sculpted ground. I acknowledge that the marked routes offered by Breedekloof Wine & Tourism may be uneven or roughly constructed at times and may at times present a danger to mountain bikers. I will therefore exercise reasonable caution at all times when riding on the marked routes and do so at my own risk.
  - 10.2 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 to me and I will accordingly take all due care and precautions;

- 10.3 The burning of brush 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 areas must be avoided;
- 10.4 The land is inhabited by snakes, baboons 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.
- 10.5 Breedekloof Wine & Tourism has no emergency response facilities and limited resources to assist in an emergency. I accept that should I have an emergency on the trails Breedekloof Wine & Tourism will help as much as they can but that they are not obliged. I need to be prepared to be self-sufficient in the case of an emergency.
- 10.6 My access to the property is undertaken with due knowledge and appreciation of the risks inherent therein.

By scanning this code and purchasing my permit, I hereby acknowledge I have read the terms and conditions and understood them as set out above.