

Swartberg Biking Release and Waiver of Liability

This Release and Waiver of Liability ("Release") is executed and effective as of the date set forth below, by the undersigned acting for myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might claim or sue on my behalf ("Participant") in favour of SB.

Recitals

As a precedent condition to SB that will allow participants to participate in any of SB trips, it is required that the following Release Agreements are carefully read through. For and in consideration of SB permitting a Participant to participate in the Tour and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by a Participant, the Participant hereby agrees as follows:

1. Dangerous Activity

Participant expressly acknowledges and agrees that the activities of the Tour are dangerous and involve the risk of serious injury and/or death and/or property damage and the Participant expressly assumes such risk.

2. Release

Participant unconditionally and irrevocably releases, waives and discharges each of the Involved Parties from any and all claims, demands, causes of action, obligations, suits, damages and liabilities for (i) death, personal injury, partial or permanent disability, property damage or loss and medical or hospital bills and (ii) theft, loss, damage or delay in delivering luggage or other personal property of Participant, that arises or results from or is otherwise related to Participant's participation in the Tour (collectively, the "Claims"). Participant expressly agrees that the foregoing includes Claims that may arise from the negligence of a Released Party, another participant in the Tour or other persons and that the foregoing is intended to be as broad and inclusive as is permitted by applicable law.

3. Covenant Not To Sue

Participant agrees never to commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against any Released Party, any action or other proceeding based upon any Claims.

4. Governing Law/Jurisdiction

This agreement between the parties shall be governed by the laws of the Republic of South Africa as to all matters. Any action between the parties hereto shall only be brought in a South African Court namely: The High Court of the Cape of Good Hope Provincial Division and not in any other magistrate court in South Africa. The parties hereto consent to any magistrate court in South Africa's jurisdiction.

5. Entire Agreement

This Release is the entire agreement between the Participant and the Released Swartberg Biking Parties concerning the subject matter hereof, and no modification hereof or subsequent agreement relative to the subject matter shall be binding unless reduced to writing and signed by both the Participant and SB.

6. Invalid Provisions

If any provision of this Release is held to be illegal, invalid or unenforceable, such provision shall be fully severable, this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release, and the remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

PARTICIPANT: _____ **SIGNATURE:** _____

DATE: _____ **WITNESS:** _____