



**2025/6 Indemnity &
Terms and conditions**

Full names of the Participant	
ID Number / Date of Birth	
Full names of authorised guardians if the Participant is under 18 years	
Address	
Contact number	
Email address	
Do you want to receive emails from Cape Hunt Club? Circle one: YES NO	
Do you want to receive WhatsApps from Cape Hunt Club? Circle one: YES NO	
Medical Aid details	
Medical Aid policy number	
Emergency contact person	
Emergency contact number	

1. DEFINITIONS:

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears –

- 1.1 **“The Venue”** means any property upon which the Event is held, and the Activities take place.
- 1.2 **“The Operator”** means the Cape Hunt Club.
- 1.3 **“The Event”** means competitive and non-competitive functions which include but are not limited to fundraisers, outrides, and hunts.
- 1.4 **“The Activities”** means any horse riding, hunting, driving, walking, spectating, eating, or drinking or any other activity associated with any of these.
- 1.5 **“The Cape Hunt”** means the Cape Hunt is an unincorporated association with a separate legal personality governed in terms of its Constitution.
- 1.6 **“The Briefing”** means the announcements made by the representative of the Hunt Club before the Hunt begins.

- 1.7 **"The Providers"** means the Venue and Operator including its owners, directors, trustees, employees, agents, guides, volunteers, officers, or other persons contracted to them.
- 1.8 **"The Participants"** means individuals voluntarily attending the event and partaking in the activities.
- 1.9 **"The Animal"** means horses, hounds, and livestock.
- 1.10 **"Personal Data"** means information relating to an identifiable, living, natural person, and where it is applicable and identifiable, existing juristic person, including, but not limited to:
- Information relating to race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and the birth of the person.
 - Information relating to the education or the medical, financial, criminal, or employment history of the person.
 - Any identifying number, symbol, email address, physical address, telephone number, location information, online identifier, or other particular assignments to the person.
 - The biometric information of the person.
 - The personal opinions, views, or preferences of the person.
 - Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence.
 - The views or opinions of another individual about the person; and
 - The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 1.11 **"Processing"** means any operation or activity or any set of operations, whether by automatic means, concerning personal information, including –
- The collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, or use.
 - Dissemination by means of transmission, distribution or making available in any other form; or
 - Merging, linking, as well as restriction, degradation, erasure, or destruction of information.
- 1.12 **"Responsible Party"** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means of processing personal information, the client.

2. NOTICE AND DISCLAIMER

- 2.1 This document must be read in conjunction with the terms and conditions on any signage displayed at the Venue or posted on the website of the Venue or Operator (www.capehunt.co.za).
- 2.2 By entering the Venue, you agree to obey the instructions contained on any signage posted.
- 2.3 All persons enter the Venue and participate in the Activities at their own risk.
- 2.4 Children under the age of 18 must be accompanied by a parent or guardian (who may be required to provide proof thereof).
- 2.5 By entering the Venue or participating in the Activities you agree to obey all reasonable requests, instructions or demands from the Provider and the Operator.
- 2.6 The Operator has the right and discretion to refuse an inebriated or patently unsuitable Participant to attend an event or participate in the activities.

3. PARTICIPANTS ACKNOWLEDGE THE FOLLOWING:

- 3.1 Hunting/Horse riding is a very dangerous sport. Participants run the risk of serious, catastrophic injury and/or death.
- 3.2 Horses/ponies are entirely unpredictable animals with varying abilities and experience.
- 3.3 During Hunt Events you meet varying obstacles on a day. E.g., hedges, stone walls, double banks, drains, river gates, etc. The obstacles are optional and must be evaluated according to capacity.
- 3.4 There may be hidden dangers such as wire, stakes, burrows, bogs, etc.
- 3.5 Obstacles may become more dangerous as they are crossed and may become impossible to negotiate.
- 3.6 That there are significant risks and dangers involved with horses and horseback riding and that horses are powerful and potentially dangerous animals.
- 3.7 That a horse may, at any time, without warning, and for no reason, jump up, forward, backwards, or sideways.



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- 3.8 That a horse may become uncontrollable, run wildly, buck, bite, kick, rear up, or step on feet or other body parts without warning.

- 3.9 Horses become tired, stressed, and cantankerous, and their behaviour is unpredictable.
- 3.10 A horse may trip, stumble, and/or fall when being led, ridden, or otherwise attended to.
- 3.11 That weather, terrain, other animals, and/or people and other Participants may adversely affect a horse's behaviour.
- 3.12 These risks, and others, are inherent with a horse and other activities for which risks may not be anticipated, controlled, or eliminated by the Provider and, further, the Provider has no duty to do so.
- 3.13 These risks and activities in general can cause property damage, bodily and personal injuries, illnesses, paralysis, and death to the Participants.
- 3.14 The horseback riding activities will be in the wilderness, and otherwise remote areas and that bodily and personal injury, illnesses, paralysis, and other injuries may occur to you where you are a considerable distance from doctors, hospitals, and any type of medical help or assistance.

4. PARTICIPANTS TAKE RESPONSIBILITY FOR THE FOLLOWING:

- 4.1 Upon mounting a horse and taking up the reins, the Rider/Participant is in primary control of the horse. The Rider's/Participant's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The Rider/Participant shall be responsible for his/her safety.
- 4.2 The Rider/Participant must wear protective headgear (riding helmet) and the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce the severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence.
- 4.3 Each Rider/Participant has the responsibility to ensure that their horse is fit and capable of negotiating the country.
- 4.4 Each Rider/Participant should ensure that they have acquired the necessary riding skills to negotiate a particular country. All riders are strongly recommended to wear appropriate equipment. The Operator cannot vet the skill of the rider or the horse, that is the responsibility of the Rider/Participant.
- 4.5 Whilst hunting it is the responsibility of each Rider/Participant to decide whether to or not negotiate any obstacle. If someone else has successfully negotiated the obstacle does not mean you should attempt, it. The decision rests solely with the Rider/Participant. Turning away and using a safer alternative route or going home is often a better choice.
- 4.6 Adjust your riding considering weaker Riders/Participants, green horses, condition of your horse, weather, ground conditions and position of others while out hunting.
- 4.7 The nature of certain activities is such that they may require heightened physical exertion. You are advised to consult your medical practitioner should you have any doubts as to whether you are physically or mentally fit enough to participate in the Activities.
- 4.8 Furthermore, the nature of certain Activities is potentially dangerous to such extent that there is an increased risk of injury or even death and by participating in the Activities you voluntarily assume such risk.
- 4.9 Obtain professional advice regarding taking out adequate insurance cover for property damage.

5. MEDICAL ATTENTION

- 5.1 The horseback riding activities will be in the wilderness, and otherwise, remote areas and that bodily and personal injury, illnesses, paralysis, and other injuries may occur to you where you are a considerable distance from doctors, hospitals, and any type of medical help or assistance.
- 5.2 Should a Participant be injured and unable to agree or respond to medical attention, the emergency contact will be contacted before proceeding. If the emergency contact is unavailable a doctor or authorised first aider present will at their discretion and in the best interest of the Participant proceed with the necessary medical attention on behalf of the Participant. The Participant will be liable for the expenses and must ensure that the cost of medical expenses is covered by his/her medical aid or insurance.
- 5.3 Should the Participant or Provider's animal/s be injured during the Event an official of the Operator will assess the situation and if the Participant and/or Provider and his/her/its emergency/authorised contact are unable to make a decision a veterinarian will be contacted to make a medical decision on behalf of the Participant/Provider and the Participant/Provider will be liable for the expenses. The Participant/Provider must ensure that his/her/its insurance covers the expenses.

Initial acknowledgement

6. WARRANTIES, WAIVERS AND EXCLUSION OF LIABILITIES

- 6.1 I have agreed to give certain warranties, indemnities and consents and make acknowledgements regarding my participation in the Activities, as recorded below.
- 6.2 I warrant that I am over the age of 18 or that I am the parent or legal guardian of any minor on whose behalf I provide this indemnity.
- 6.3 I acknowledge that I am aware that certain of the activities organised and conducted by the Providers in which I will be participating, and which constitute the Activities are potentially dangerous and can result in personal injury including fatal injury to myself.
- 6.4 I confirm that I fully appreciate the nature of the risks that I will be exposed to whilst participating in the Activities.
- 6.5 I hereby voluntarily assume all risks which are associated with the Activities including bodily injury and death.
- 6.6 I agree that neither I nor my heirs, executors or assigns will have any claim of any nature whatsoever against the Providers as a result of any loss or damage of whatsoever nature to my person or property (including death or bodily injury) which I may sustain as a result of my participating in the Activities.
- 6.7 I accordingly indemnify the Providers against all claims of whatsoever nature relating to my death or any damages, injury, harm or loss I may suffer whether directly or indirectly and howsoever arising (including through negligence) and whether to my person or property whilst participating in or as a result of the Activities or at any other time while I am at the Venue, and I waive any claim that I may have against any of them.
- 6.8 I furthermore confirm that the above indemnity also indemnifies the Providers against any claim for consequential or special damages.
- 6.9 For the avoidance of doubt, I confirm that the above indemnities indemnify and hold the Providers harmless to the full extent as may be allowed having regard to section 61 of the Consumer Protection Act 68 of 2008.
- 6.10 I confirm that this acknowledgement, assumption of risk, waiver, consent, and indemnity shall be binding on my estate, heirs, executors and assigns.
- 6.11 All matters arising from or in connection with this document, its validity, existence, and operation will be determined in accordance with the laws of South Africa.
- 6.12 I agree that if any term, provision, or clause of this document is found to be unlawful or invalid for any reason whatsoever it will not affect the remaining terms, provisions or clauses of this document which will continue to be of full force and effect.
- 6.13 I agree that the Providers may arrange emergency medical assistance for me at my expense whilst I am at the Venue should they reasonably consider this necessary.
- 6.14 I consent to the Operator processing my Personal Information as may be necessary for the purposes of my participation in the Activities.

Initial acknowledgement

7. POPIA CONSENT

- 7.1 I, the Participant, hereby confirm that I have read, understand, and agree to the contents of this agreement. I herewith consent to the information processed in this document to be used strictly for the purpose of the agreement. The data will be accurate, complete, updated, and not misrepresented. Should this information be shared with a third party, I, as the data subject, will be informed of this action and the identity/contact details of the third party. I further have a choice to request that my information be updated, amended, or deleted at any point.
- 7.2 I acknowledge that the Provider will update their social media regularly and add new fun and amusing photos of the Participants during their activities. By entering into this agreement, and unless I at any time instruct the Provider expressly and in writing to the contrary, my consent is given to the Provider to include photographs in all forms of media, printed, digital, or otherwise.
- 7.3 I agree and confirm that my consent given herein shall be deemed to be irrevocable unless and until withdrawn by me in writing to the Provider. Furthermore, the terms contained in the whole of this document shall not be capable of being amended or cancelled by mutual consent unless reduced to writing and signed by me and the Provider

Initial acknowledgement

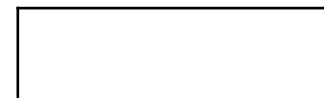
8. PAYMENT

- 8.1 A 100% (hundred percent) payment on the total event cost is required to confirm all bookings within 24 (twenty-four) hours of a written confirmation. In the event of cancellation, this payment may be deferred to a future booking at the discretion of the Operator.

- 8.2 No Shows and Late Arrivals will be subject to a cancellation penalty.
- 8.3 If the event is cancelled by the operator, there will be no cancellation penalty payable and any monies already paid can be deferred to a future booking or refunded in full within 48 (forty-eight) hours.

9. WEATHER

The activities are weather dependent, and times can vary accordingly, and the Operator has the discretion to alter the event time and date should the weather not be suitable for the time of the event and or activity.



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10. CODE OF CONDUCT

The Participant undertake that whilst at the venue or participating in the activities he/she will endeavour to:

- 10.1 Follow the designated tracks or paths with his/her horse and or vehicle.
- 10.2 Not venture over ploughed or planted lands.
- 10.3 Not ride his/her horse in a manner that exposes others to danger.
- 10.4 Maintain proper following distances.
- 10.5 Not to litter.
- 10.6 Be sensitive to the environment and to take care not to damage plants and fynbos.
- 10.7 Not to smoke or vape unless in a designated area.
- 10.8 Not to do anything that poses a fire risk to the Venue.
- 10.9 Not to feed any animals at the Venue.
- 10.10 Not to do anything to endanger the hounds and to always turn his/her horse to face the hounds when in proximity.
- 10.11 Always try and be considerate of his/her horse and other horses and persons around him/her.
- 10.12 Treat others with respect.
- 10.13 Not return to the Venue except by invitation from the Venue management
- 10.14 Wear a tail ribbon if appropriate:
- a) Green – if the first time for horse or rider.
 - b) Red – if a horse may kick out.
 - c) Yellow – if a horse is a stallion.

11. DRESS CODE

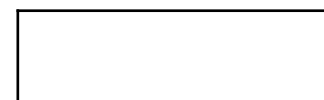
- 11.1 There are several good reasons for the Hunting dress code:
- 11.2 To honour the hunt and its many years of tradition.
- 11.3 As a sign of respect to the landowner or host who allows us to hunt on their property – a privilege which should not be taken lightly.
- 11.4 For your safety. The Cape Hunt Club insists everyone, when mounted, wears a good hard hat to protect their head and boots with a good heel to stop their feet from going through their stirrups.
- 11.5 Anyone without these will not be permitted to hunt.

12. DRESS CODE FOR THE RIDER

- 12.1 A dark-coloured jacket with a white stock and a plain stock pin, with your riding boots or
- 12.2 A tweed jacket (rat-catcher) with a collar and tie or stock and a plain stock-pin, with your riding boots.
- 12.3 A velvet hard riding hat or a skull cap with a silk/velvet cover; either black or a suitable dark colour to match the jacket and have a secure chin strap.
- 12.4 White, cream, or beige breeches for adults.
- 12.5 White, cream, or beige jodhpurs for children, worn with jodhpur boots.
- 12.6 A hair net for ladies and girls if your hair touches your collar.
- 12.7 Men to tie back long hair.

OPTIONAL FOR RIDER

- 12.8 Body protectors: preferably worn under the jacket, or a dark-coloured one may be worn over the jacket for children.
- 12.9 White gloves.
- 12.10 Hunting whip.
- 12.11



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13. NEWBIES/FIRST-TIME HUNTERS

- 13.1 We want to encourage first-time Hunters to join us.
- 13.2 If you do not have a show jacket – any smart “suit” jacket will be fine.
- 13.3 White or Cream jodhpurs.

14. TURNING OUT YOUR HORSE

- 14.1 Clean, well-groomed horse.
- 14.2 Clean, neat, well maintained black or brown tack – no coloured bridles, brow bands, rein, brushing or overreach boots.
- 14.3 Plaited mane (traditionally 9 or 11 plaits) is correct.
- 14.4 A very short, well-pulled mane, which lies flat on the neck is acceptable for field (non-buttoned) riders.
- 14.5 Saddle-cut numnah (not square); preferably white, or else dark coloured.
- 14.6 Suitable bit to control your horse during the hunt.
- 14.7 Red ribbon on your horses’ tails if it may try to kick – and keep backing of the field.
- 14.8 Green ribbon on your horses’ tails if it is your first hunt.
- 14.9 Yellow ribbon on your horse if it’s a stallion.
- 14.10 (OPTIONAL FOR YOUR HORSE) Plaited Tail.

15. ONLY HUNT OFFICIALS/LIFE MEMBERS MAY WEAR THE FOLLOWING:

- 15.1 ‘Buttons’ - black jackets with a red collar and Cape Hunt brass buttons.
- 15.2 ‘Colours’ – red jackets with Cape Hunt brass buttons, and mahogany-topped black boots.
- 15.3 Hunt Master – red jacket with a black collar and Cape Hunt brass buttons and mahogany-topped black boots.
- 15.4 White gloves are essential.
- 15.5 Hunt Servants – A white covered riding hat denotes a hunt servant i.e., either the ‘Huntsman’, a ‘Whippers-In’ or a ‘Field Master’.

16. ETIQUETTE

- 16.1 On arrival at the hunting venue, please ensure that you pay your Cap Fees and complete the requested documents. Riders' and horses' names are recorded by the Membership Secretary for posterity.
- 16.2 To start the hunt, a traditional ‘Stirrup Cup’ (Sherry, Whisky or Port) is served to the riders.
- 16.3 At 10am the Huntsman instructs the Drag Party to move off. After 3-5 minutes the Huntsman will ‘lay’ the hounds on the scent and the Hunt is on its way.
- 16.4 In the Field the hounds are controlled by the Huntsman, with the assistance of the ‘Whippers-In’ followed by the Field Master, who oversees and controls the Hunt ‘Field’ (i.e., The riders participating in the Hunt)
- 16.5 There are usually two hunting fields:
 - a) The first is the fastest and follows behind the huntsman at a brisk pace.
 - b) The second is a slower field for those who wish to ride at a quieter, steadier pace.
- 16.6 The course is set over approximately 12 – 14km, which is divided into six ‘lines’ (legs) of about 2 ½ kms each with checks (a rest stop) in between, including the Champagne Stop at the halfway mark. At each check (rest stop) the hounds, horses and riders have a well-earned ‘breather’.
- 16.7 If you are new to the Hunt, always introduce yourself to the Field master and ride to the back of the field until both you and your horse are confident.
- 16.8 Under no circumstances may you overtake the Field Master. Obey his instructions and be able to pull your horse up immediately if he raises his hand and says, “Hold Hard”.
- 16.9 Beware of hounds which may be lagging and ensure your horse does not run them over or kick or frighten them. Call out to others behind you to “ware Hound” (beware of the hound). Always make way for a hound and watch out for a Whipper-In attempting to bring the hound back into the pack, so that you can get out of their way quickly.
- 16.10 Always face hounds when at a check (rest stop) and a hound is coming through.
- 16.11 Make sure you keep a good distance from other riders, particularly at jumps, in case someone falls or if a horse refuses.
- 16.12 Do not ‘change lanes’ without checking there is sufficient space for you to do so safely. Should you want to overtake another rider, pass by widely and slowly and announce “coming by on your left/right” to let them know. If you do not want to jump, keep away from the direct line of the jump or at the back of the field. If your horse kicks, keep well to the

side of riders or preferably at the back of the field. Do not gallop around vehicles and spectators or through stock or ride across sown land.



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- 16.13 Please note that riders may not smoke during the Hunt or at any of the checks.
- 16.14 If there is more than one Field and you wish to change Field's, please only do so at a check and advise your Field Master accordingly.
- 16.15 At checks always keep your horses head facing the hounds, to avoid any of the hounds getting kicked. At the Champagne stop you may dismount from your horse and remove your hat and jacket if you wish. When mounted, you must keep your jacket buttoned-up throughout the hunt.
- 16.16 If you wish to retire mid-Hunt, ask for permission from the Field Master first.
- 16.17 At the Hunt's conclusion, thank the Hunting Team and wait for the Hounds to be loaded / kennelled before dismounting. If you can, also thank the host for the privilege of hunting on their land and for your enjoyable morning. As a mark of respect to the host, please ensure that you leave the hunt venue before 4PM.
- 16.18 In the off-season, never ride over the land we hunt without permission. Our hunting territory is dependent on happy landowners please encourage and assist children who hunt and explain the hunting etiquette to them.
- 16.19 Spectators are most welcome, and if you do not own a rough terrain vehicle, a lift can usually be arranged to the best vantage points.
- 16.20 Please ensure that you never walk or drive over the scent once it is laid. Make sure you move off quickly once the lead vehicle goes, so that you do not delay the hunt.

17. GENERAL

- 17.1 The Participant agree that this agreement may be treated as a defence to any action or proceeding that may be brought, instituted, or taken by anyone against the indemnified Party, its officers, employees, and agents for injuries and/or damages sustained as a result of the Activity as described herein.
- 17.2 The Participants have read this agreement and understand all of its terms and have executed this instrument voluntarily and with full knowledge of its significance.
- 17.3 The Participant confirm that he/she fully appreciates the risks that he/she may be exposed to during his/her participation in the activity and that he/she voluntarily accepts such risks.
- 17.4 The Participants hereby consent to the Provider and its officers, employees, agents, and third-party service providers lawfully collecting, processing, storing and transferring my personal information, as defined in the Protection of Personal Information Act 4 of 2013 (POPIA) in accordance with POPIA and to process such information in insofar as necessary.
- 17.5 The parties agree that this agreement may be signed electronically in terms of the Electronic Communications and Transactions Act 25 of 2002 (ECTA) and that in terms of ECTA, the agreement, in electronic format, is not without legal force and effect merely because it is wholly or partly in the form of a data message.

Signed at _____ on this _____ day of _____ 2025

Print name

Signature

APPLICATION FOR CAPE HUNT MEMBERSHIP 2025/6



Membership costs & categories for the year 2025/6

*** Please note membership approval will be done in accordance with our constitution per section 6 ***

Life Time Member (Has right to vote)	Free	Free
Adult Member Full Member (Has right to vote)	R600	R
Family Membership Main Member (Has right to vote)	R600	R
Family Membership Main Member's Partner (Has right to vote)	R300	R
Each additional family rider member (No voting rights)	R300 per rider	R
Junior rider member under 18 years (No voting rights)	R300	R
Supporter non-riding Members (No voting rights)	R250	R
Country members more than 150km away from Kennels (Has right to vote)	R250	R
Annual Levies Adults , allows you to Hunt the whole season without paying any Cap Fees including Bye Day. Payable with membership fees before Bye Day*	R3000	R
Annual Levies under 18's , allows you to Hunt the whole season without paying any Cap Fees including Bye Day. Payable with membership fees before Bye Day*	R2000	R
TOTAL FEES PAYABLE FOR THE YEAR:		R

* If not paid before Bye Day, Bye Day cap fees will be payable

FNB BANK DETAILS – PLEASE ADD TO YOUR ONLINE BANKING:

Cape Hunt
 FNB Bank (Malmesbury)
 Branch: 200507
 Account: 62691250452
 S.W.I.F.T Code: FIRNZAJJ

NB: when making payments, please quote “**MBR25 Initial + Surname**” in your payment reference e.g. “**MBR_K.Smith**”

One payment for multiple members are welcomed **BUT** please send completed forms and payment details.

Please send your Member Application form and Proof of Payment to email: info@capehunt.co.za

DISCLAIMER: Participation in hunting is potentially dangerous and is undertaken at own risk. Neither Landowners, nor the Cape Hunt Club, its officials or servants are responsible for any loss or damage suffered by person or property. This includes the transmission of health threatening agents, including but not limited to COVID-19.

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Date

Signature / Parent Signature for under 18s