

# SOUTH AFRICAN BASS ANGLING ASSOCIATION



## INDEMNITY FORM SPIONKOP 2025- 2026



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Surname: \_\_\_\_\_ Initials: \_\_\_\_\_ Province: \_\_\_\_\_

ID. Number: \_\_\_\_\_ National Team: \_\_\_\_\_

### PART 1: Express assumption of risk associated with competitive angling and the related activities, hereafter Activities:

1. I, hereby represent/declare that:
  - a. I am in good health, in proper physical condition or using prescribed medication to participate in the Activities; and
  - b. I will not consume or use any alcohol or illicit or drugs (incl. Prescription) which would in any way impair my ability to participate in the Activities safely.
  - c. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.
  - d. I understand and acknowledge the physical and mental rigours associated with the Activities are inherently dangerous and may represent an extreme test of a person's physical and mental limits and condition.
2. I do hereby affirm and acknowledge that I am familiar with all the inherent hazards, risks and hazardous conditions which may exist in connection with angling activities, transportation of equipment related to the activities, and travelling to and from activity sites. Inherent hazards and risks include but are not limited to:
  - a. Risk of injury from the activity and equipment used in angling can be significant including the potential for permanent disability and death.
  - b. Possible equipment failure and malfunction of my own or others' equipment which may have been rented, borrowed or personally owned.
  - c. My own negligence and the negligence of others, including organisers, selectors, officials, independent contractors or other representatives of SABAA and organisations SABAA is affiliated with.
  - d. Hazards related to angling which includes but are not limited to collision, hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of my body upon the bank, injection of water into my body orifices, marine life forms, and drowning.
  - e. I will abide by the rules and will not enter the water as stipulated in the rules.
  - f. Cold weather and heat-related injuries and illness including but not limited to frost nip, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration. I agree to prepare sufficiently and take the necessary precautions to protect myself from the elements.
  - g. Exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and varied wind, temperature and all other weather conditions. I agree to follow the official's instructions regarding lightning and or any other extreme weather conditions immediately.
  - h. Attack by or encounter with insects, reptiles, and animals. I will inform my team members and the officials if I am allergic to bee stings and will ensure that I have sufficient medication at the event.
  - i. Accidents or illness is occurring in remote places where there are no available medical facilities. I will make sure that my team members and the officials are aware of my condition, and I will have sufficient medication for example asthma inhaler, at the event.
  - j. Fatigue, chill, and dizziness, which may diminish my reaction time and increase the risk of an accident.
  - k. My sense of balance and physical coordination may be impaired due to exposure and fatigue.
  - l. Injury or loss of property due to fire. If I am a smoker, I will not toss my cigarette in the veld.
  - m. Loss of property due to fast-rising water levels or crime.
  - n. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

### PART 2: Release of Liability, Waiver of Claims and Indemnity Agreement.

3. In consideration for being permitted to participate in any form of angling and related activities, I hereby agree, acknowledge and appreciate that:
  - a. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named person or entities, herein referred to as SABAA.
  - b. To release SABAA, their organisers, officials, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the SABAA or otherwise. By executing this document, I agree to hold the SABAA harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
  - c. By entering into this declaration/agreement, I am not relying on any oral or written representation, or statements made by the SABAA, other than what is outlined in this agreement.
  - d. This release shall be binding to the fullest extent permitted by law. If any provision of this statement is found to be unenforceable, the remaining terms shall be enforceable.

### PART 3: Photograph/Video Recording Release Agreement

4. I hereby:
  - a. Grant permission to SABAA to take photographs or make video recordings of me and to publish/broadcast and use my photograph/video recordings in any and all publications for any lawful purpose including, without limitation, publicity, illustration, advertising, and Web content.
  - b. Authorise SABAA to edit, alter, copy, exhibit, publish or distribute any photographs/video recordings taken by them, their agents, partners and. I waive the right to inspect or approve the finished product, including written or electronic copies of my photograph or likeness. Additionally, I waive any right to royalties or other compensation arising out of or in any way related to the use of any photograph or other likeness of me or my image.
  - c. Hold harmless, release and forever discharge SABAA from any and all claims, demands, actions and causes of action which I, my heirs, personal representatives, assigns, or any other person or persons acting on my behalf have or may have arising out of or relating to this photograph/video release (the "Release").
  - d. Warrant that I have read this release carefully, understand its terms and conditions, and acknowledge that I have signed this release freely and voluntarily, without any inducement, assurance or guarantee and that I intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms of this release.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of member (please print): \_\_\_\_\_

Signature of member: \_\_\_\_\_ Date: \_\_\_\_\_