

INDEMNITY

Given and entered into by:
(Name of person completing this indemnity)

representing
(Name of club/organisation) (Hereinafter referred to as the Hirer)

in favour of:-

ETHEKWINI MUNICIPALITY
(Hereinafter referred to as the Municipality)

Whereas the Hirer may be given permission to utilise the Kings Park athletics stadium track within eThekweni Municipal Area by the Municipality, subject to the Municipality being indemnified to the satisfaction of the Deputy Head: Parks, Leisure & Cemeteries.

NOW THEREFORE THESE PRESENT WITNESS:

A. That I/We and the permit holders attached hereto do hereby indemnify the Municipality and hold it harmless against:

1. Any damage to the Municipality's property, whether movable or immovable, including any consequential damage or loss directly flowing from physical damage to such property,
2. Liability in respect of any claims which may be made against the Municipality arising out of damage to the property, whether movable or immovable, of any third parties, including any consequential damage directly or indirectly flowing from physical damage to such property;
3. Liability in respect of the death or injury to any person, including a servant of the Municipality, and any consequential damage or loss flowing therefrom;
4. Any legal costs or expenses reasonably incurred in connection with claims or actions arising out of the foregoing;

whenever the damage, loss, injury or death contemplated in (1), (2), (3) or (4) above is due to or arises out of, whether directly or indirectly, the hiring of the sports stadium/sports field by or on behalf of the Hirer, provided that the Indemnity conferred upon the Municipality hereunder shall not extend to damage, loss, injury or death which is predominantly due to the misconduct or negligence of the Municipality or of any servant of the Municipality acting within the course and scope of his or her employment in the service of the Municipality.

B. That the Hirer shall abide by the terms of the agreement and conditions attaching thereto annexed to this indemnity relating to the use of the Kings Park Athletics track on to

SIGNED: _____

SIGNED: _____

NAME: _____

NAME: _____

ID NO.: _____

ID NO.: _____

CAPACITY: _____

CAPACITY: _____

DATE: _____

DATE: _____