***MIDVAAL DRAG RACING MIDVAAL RACEWAY***

***Nino: 082 774 4285*** ***info@midvaalraceway.co.za***

**ALTHOUGH THE OWNER/MANAGER HAS DONE EVERYTHING WITHIN THEIR POWER TO ENSURE YOUR SAFETY AS A PERSON USING THIS FACILITY TO TEST A VEHICLE THOSE OF THE MARSHALLS, YOU TEST AT YOUR OWN RISK AND UNDERSTAND THAT THE OWNER/MANAGER ARE NOT LIABLE FOR ANY INJURY/DEATH/SICKNESS OR LOST/DAMAGE TO YOU AND/OR YOUR PROPERTY. CLEANING OF OIL SPILLS AND/OR OTHER CONTAMINATION ON THE PREMISES/TRACK MUST BE CLEANED AND ASSISTANCE MUST BE GIVEN TO THE CLEANING CREW BY THE TESTER AND HIS/HER CREW – TESTERS CAN BE HELD LIABLE FOR THE COSTS INVOLVED IN THE CLEANING OPERATION. COMPENSATION TO REPAIR DAMAGE CAUSED TO THE PROPERTY, FENCES, TIMING EQUIPTMENT BY THE SAID TESTING DRIVER AND/OR HIS CREW/VEHICLE CAN BE CLAIMED AGAINST THE SAID PERSON/S.**

ALL PERSONS TESTING VEHICLES/BIKES NEEDS TO WEAR SUITABLE HELMETS DURING TESTING AS WELL AS LONG PANTS, JACKETS AND GLOVES AS A MINIMUM

***THE OWNER/MANAGER RESERVE THE RIGHT TO ACCEPT OR REJECT ANY PERMISSION TO USE THE FACILITY WITHOUT GIVING REASONS, PEOPLE/PERSONS NOT COMPLYING WILL BE ASKED TO LEAVE THE PREMISES.***

***TESTING DRIVER DETAILS:***

**Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surname: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PIT CREW :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Physical Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 *DETAILS OF VEHICLE / BIKE:*

 Vehicle type / model: Fuel type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***WAIVER AND INDEMNITY***

 **I, the undersigned\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "the TESTER/TESTING DRIVER/RIDER", duly authorized thereto hereby declare towards and in favour of MIDVAAL SPORTING CENTRE ("the OWNER") who owns and/or manages and/or ("the ORGANISERS") a racing track known as MIDVAAL SPORTING CENTRE the following:**

1. ***I the testing facility at my own risk.***
2. ***I hereby waive and abandon any claims, of whatsoever nature, arising from the use by me of MIDVAAL SPORTING CENTRE, whether resulting from death, bodily injury, sickness or otherwise, which I may have against the OWNER and/or MANAGER and/or any Government, Provincial or Municipal body from whatever cause. I hereby indemnify the OWNER and/or MANAGER and/or Government, Provincial or Municipal body against any and all claims, of whatsoever nature, which may be instituted against the OWNER and/or MANAGER and/or Government, Provincial or Municipal body from the use by me and/or arising from the use by any person and/or any crew and/or person of MIDVAAL Sporting Centre, while I am testing at MIDVAAL SPORTING CENTRE.***
3. ***This waiver and indemnity shall apply to my successors, assigns, dependents and heirs.***
4. ***I hereby declare myself to be fully acquainted with the nature and extent of the risks involved in testing, which risks inter alia arise from the high speeds and/or uncontrollability of vehicles and I further specifically indemnity the OWNER and/or MANAGER against any and all claims arising related to such risks.* THUS, DONE and SIGNED AT MIDVAAL SPORTING CENTRE (Midvaal Raceway) ON THIS 15th DAY OF NOVEMBER 2025 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.**

…………………………………. SIGNED **(TESTING DRIVER)** ……………………………..………. SIGNED**(WITNESS)**