

# Roof of Africa Tour

## Event Disclaimer, Waiver, and Participant Agreement

### High-Altitude Driving Expedition by Supertech Group

#### **Acknowledgement of Voluntary Participation**

I, the undersigned, hereby acknowledge that I am voluntarily entering, attending, and willingly participating in the Roof of Africa Tour (“Event”) as a driver and/or passenger and/or spectator and/or employee. My participation is solely for the purposes of fun and recreation, and I accept all responsibilities associated with such involvement.

#### **Agreement to Follow Event Directions and Conditions**

I pledge to strictly adhere to all directions, terms, and conditions stipulated by Supertech Group race event organisers and/or officials. This obligation extends to all procedural, safety, and operational requirements throughout the Event.

#### **Assumption of Risk and Liability**

I fully understand that various hazards and risks are inherent to the Event, including but not limited to operating motor vehicles upon public roads, and that such risks may result in damages, physical injuries, or death. I am solely responsible for my health and safety, as well as the health and safety of any passengers in any motor vehicle owned or operated by me (“Vehicle”) that is participating or associated with the Event. I accept all liability and recognize that I am the only person responsible for the safety and maintenance of the Vehicle. I expressly assume all risks of damage, injury, or death that may arise from failure of any Vehicle component.

#### **Vehicle Safety Warranty**

I warrant that the Vehicle being used for the Event is in a safe and roadworthy condition at the time of the Event, having undergone all necessary maintenance and inspection.

#### **Additional Conditions for Participation**

- The driver of the Vehicle must be 21 years of age or older and be of sound mind.
- The driver of the Vehicle must have held a valid driver’s license.
- Tyres must have a minimum tread depth of 3mm, subject to verification and inspection.

#### **Acceptance of Hazards, Risks, and Responsibilities**

I acknowledge the possibility that I and/or my passengers may be injured or killed during the Event. I knowingly and willingly accept all associated hazards, risks, responsibilities, and liabilities.

#### **Release and Waiver of Liability**

I hereby release, forever discharge, and hold harmless Supertech Group event organisers, dealerships, BMW South Africa, and their appointed officers, employees, officials, agents, representatives, insurers, volunteers, program participants, sponsors, and spokespersons from any and all allegations, proceedings, suits, claims, damages, accidents, traffic violations,

demands, losses, and expenses arising from actions, acts, errors, mistakes, omissions, neglect, or misconduct related to my participation in the Event, including personal injuries, illnesses, death, or damage to or loss of property.

### **Insurance Disclaimer**

I understand that Supertech Group and BMW South Africa do not assume responsibility for the actions of participants, nor provide any form of insurance coverage, including but not limited to medical, health, liability, or disability insurance, in the event of possible injury, illness, death, or damage.

### **Event Rules, Procedures, and Revocable Permission**

I understand that my participation in the Event is subject to all rules, procedures, regulations, and instructions from Event officials. Permission to participate may be revoked at any time and for any reason, either before or during the Event. I am responsible for following all applicable road laws throughout the journey.

### **Driving Conduct and Responsibility**

Supertech Group and BMW South Africa will not accept any reckless driving and/or speeding and will not assume any responsibility for my actions or those of my passengers.

### **Prohibition of Intoxication and Impairment**

I understand that intoxication, impairment, and the use of alcohol or illegal drugs by myself or my passengers during the Event is strictly prohibited and will result in immediate dismissal. I guarantee that I am fit to participate, not suffering from any conditions, nor under the influence of any substances, legal or illegal, that would affect my ability to participate safely and lawfully.

### **Additional Disclaimers and Terms and Conditions**

I am aware that BMW and other organisations have their own disclaimers, and Supertech Group shall not be held liable for any disclaimers issued by BMW or such organisations beyond this agreement.

### **Media Consent**

I grant full permission to Supertech Group to use and publish electronically photographs, film, video, and social media content with or without my name for any lawful purposes at their discretion.

### **Legal Age, Binding Agreement, and Acknowledgement**

I acknowledge that I am of legal age to bind myself to this release and waiver. By purchasing the online ticket, I am bound by the terms and conditions set forth herein.

### **Heirs, Assigns, and Governing Law**

This acknowledgement is made by me and on behalf of my heirs and assigns, with full knowledge of possible risks involved, and is governed by the applicable laws of the Republic of South Africa.

**By registering for the Torque Tour: Roof of Africa, I acknowledge and accept these waivers together with the Terms and Conditions separately signed, as legally binding and waives any right to challenge their validity except as provided by South African law.**

Participant Information and Signature

<b>Full Name:</b>	
<b>Identity Number:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	
<b>Vehicle Make &amp; Model:</b>	
<b>Driver's License Number:</b>	
<b>VIN Number:</b>	
<b>Vehicle Registration Number:</b>	
<b>Signature:</b>	
<b>Date:</b>	