



PLATTELANDSE PETROLPRET MET HOUDING!

INDEMNITY AND WAIVER AGREEMENT

This Indemnity and Waiver Agreement ("the Agreement") is entered into on this _____ day of _____ 2025, by and between:

1. THE LANDOWNER

Name: Henry Fischer Muller

ID Number: 630416 5029 083

Address: Portion 8 of the Farm Bartelsfontein 226, Mossel Bay, Western Cape
("the Landowner")

and

2. THE ORGANISER

Name of Organisation: Garden Route Events

Represented by: Karl Christiaan Traugott Sachse

Email: karl@gardenrouteevents.com

Name of Organisation: Garden Route Events

Represented by: Elizabeth Cecilia Petronella Sachse

("the Organiser")

Collectively referred to as "**the Parties**".

3. DURATION

This Agreement shall be effective from _____ 2025 until _____ 2025 (inclusive), or until the Organiser and all persons under its control vacate the Property, whichever occurs last.

4. PREMISES

The Landowner is the lawful owner and occupier of a portion of the immovable property described as:

Property: Portion 8 of the Farm Bartelsfontein 226, Mossel Bay, Western Cape

("the Premises")

A demarcated area to be used by the Organiser is shown on the sketch map marked "A", annexed hereto.



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5. PURPOSE

The Organiser intends to host various rally and motor sport events on the Premises, including but not limited to:

- Rally Sprint
- Drag Racing
- Oval Racing
- Obstacle Courses
- Other related events and affiliated activities
(Collectively referred to as **“the Rally”** or **“the Events”**)

6. INDEMNITY

6.1 The Organiser hereby irrevocably indemnifies and holds harmless the Landowner, his agents, employees, representatives and contractors against all and any claims, damages, losses, demands, liabilities, actions, injury, illness or death (whether direct, indirect, consequential or otherwise) arising from or in connection with:

- Any actions and/or activities related to the Rally hosted, facilitated or associated by the Organiser or its affiliates on the Premises.
- The use or occupation of the Premises by the Organiser, its employees, agents, participants, contractors, spectators, invitees or any third parties;
- Any injury to or death of any person, or damage to property, arising before, during or after the Event(s), regardless of cause;
- Any failure by the Organiser to comply with applicable legislation, municipal regulations, safety guidelines or event protocols.

6.2 The Organiser waives any and all claims of any nature whatsoever against the Landowner, including for any loss of income, cancellation, weather-related damages or force majeure incidents.



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7. RESPONSIBILITIES OF THE ORGANISER

The Organiser shall:

- 7.1 Ensure that all necessary permits, permissions and licences are obtained from local and provincial authorities for the Event(s);
- 7.2 Provide adequate security, medical response, safety marshals, signage, ablution facilities and crowd control measures;
- 7.3 Ensure that all participants and spectators sign appropriate indemnity and waiver forms upon arrival;
- 7.4 Designate and clearly mark all high-risk and restricted areas;
- 7.5 Prevent any unauthorised access to farming areas, equipment or livestock;
- 7.6 Clean, restore and rehabilitate the demarcated Event areas within 3 (three) days of conclusion of the Event(s).

8. DAMAGE TO PROPERTY

- 8.1 The Organiser accepts full responsibility for any damage caused to the Premises, including land degradation, infrastructure, fences, crops, livestock or equipment.
- 8.2 The Organiser undertakes to repair such damage or, failing that, to reimburse the Landowner within 14 (fourteen) days of written demand.

9. GOVERNING LAW AND JURISDICTION

This Indemnity shall be governed by the laws of the Republic of South Africa.



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10. LIABILITY OF KARL CHRISTIAAN TRAUGOTT SACHSE (ID: 650502 5020 084) AND PETRONELLA CECILIA ELIZABETH SACHSE (ID: 661026 0006 085)

- 10.1 KCT Sachse and PCE Sachse, hereby bind themselves in person jointly and severally on behalf of the Organizer for any liability that might arise against the Organizer in terms of this agreement of indemnification of the Landlord.
- 10.2 By signing this agreement they acknowledge that they know and understand the consequences of binding themselves to this agreement on behalf of the Organizer.

KCT SACHSE

PCE SACHSE

10. SIGNATURES

SIGNED at _____ on this _____ day of _____ 2025.

FOR THE LANDOWNER

Signature: _____

Full Name: Henry Fischer Muller

ID: 630416 5029 083

Capacity: Landowner

FOR THE ORGANISER

Signature: _____

Full Name: Karl Christiaan Traugott Sachse

On behalf of: Garden Route Events

Email: karl@gardenrouteevents.com

Capacity: Duly Authorised Representative

EVENT HOLDER

Kallie Sachse

+27 64 317 0306 / +27 82 335 8231

karl@gardenrouteevents.com

BROUGHT TO YOU BY GARDEN ROUTE EVENTS

Route R327 Bartelsfontein, Mossel Bay, 6525

www.gardenrouteevents.com

