

TERMS & CONDITIONS AND INDEMNITY & WAIVER

I do hereby and in favour of Organik:

1. Declare that I am 18 years of age or older;
2. Acknowledge that I have willingly and at my own instance applied for a volunteer position at Organik.
3. Undertake to arrive timeously at the designated event venue and dress the appropriate attire as instructed by Organik and at all times act in good faith and in the best interests of Organik.
4. Accept and understand that the contract between myself and Organik does not constitute a contract of employment as defined in the Basic Conditions of Employment Act nor does any payment herein constitute "remuneration" as defined in the Fourth Schedule of the Income Tax Act 58 of 1962, as amended. I further am neither an agent nor a representative of Organik
5. Acknowledge and appreciate that this volunteer position may have certain inherent risks pertaining to safety as well as the general conduct of the services required by me in performing my duties and that I am fully aware of the potential dangers thereof.
6. Expressly indemnify and hold harmless Organik for any loss or damage of any kind whatsoever (including consequential loss) which I may suffer as a result of my services performed or duties rendered during the scope of my contract with Organik or by Organik or their representatives, howsoever such loss or damage may have been caused or sustained and whether or not as a result of the negligence or breach of contract (whether fundamental or otherwise) or other wrongful act of Organik, or any employee, member, agent or representative of Organik against all such loss or damage.
7. Acknowledge that by submitting a volunteer application, I accept these terms and conditions and that I understand the risks involved in performing the services of a volunteer and do so at my sole risk.
8. Accept that Organik undertakes to endeavour to take reasonable care in ensuring a safe working environment.
9. Agree that this waiver and indemnity will be binding upon my estate and my heirs and assigns.
10. Hereby consent to the exclusive jurisdiction of the Magistrate's Court, Cape Town, and agree that any claim or dispute that may arise in respect of this indemnity, and in respect of any injury and/or loss and/or damage occasioned to myself or persons in my care arising from or in connection with the services or facilities provided by Organik, or any other legal action whatsoever the nature thereof instituted by myself or persons under my care against Organik, shall be governed by the Laws of the Republic of South Africa.