

STANDARD WAIVER AND INDEMNITY AGREEMENT**1. EFFECT OF THIS DOCUMENT**

- 1.1. The provisions of this agreement are drawn to the attention of the Indemnifying Party where the Consumer Protection Act 68 of 2008 applies to the relationship between Potch Huis 420 NPC and its Club Executives (the indemnified party); and
- 1.2. _____ (indemnifying party), the effect of this agreement is that the indemnifying party may have limited or no recourse against the Indemnified Party in the circumstances referred to herein.

2. WAIVER AND INDEMNITY

- 2.1. I hereby state that I have chosen to take part in the activity being offered by the Indemnified Party (the Activity) of my own free will.
- 2.2. I indemnify the indemnified party, its members, directors and employees against all claims, losses, demands, actions, damages and causes of action whatsoever arising directly or indirectly out of my acts connected with or arising out of the Activity, whether suffered by me or any other third party, and I hold the indemnified party harmless there from.
- 2.3. I understand that the Activity may be **inherently dangerous** and may create certain **risks** to persons that can result in property damage and serious physical injury. I further understand that the Indemnified Party, its club executive and staff will not be and/or are not responsible for any injuries, property damage or liability that may arise from my participation in the Activity. **I assume full responsibility for the decision, and the consequences thereof, to take part in the Activity.**
- 2.4. I do hereby release, agree to indemnify and hold the Indemnified Party, its club executives and staff free and harmless from any and all costs, losses, expenses, damages (direct, indirect, consequential or otherwise), claims, suits, causes of action or any other liability or responsibility whatsoever, including attorney's fees and related costs, resulting from any injury to any person(s) or damage to property arising out of, or which may in any manner be connected with, said Activity as provided herein.

3. MINORS

- 3.1. The Activity is **strictly prohibited for minors** (persons under the age of 18 and school children in high school and lower).
- 3.2. Where the Indemnifying Party is a minor (younger than 18 (eighteen) years), the Indemnifying Party agrees to be and has been assisted by a parent/guardian in agreeing to this agreement and such parent/guardian has consented to the Indemnifying Party participating in the Activity.
- 3.3. I, the parent/guardian of the Indemnifying Party, understand that the Activity is inherently dangerous and may create certain risks to persons that can result in property damage and serious physical injury. I further understand that the Indemnified Party, its club executives and staff, will not be and/or is not responsible for any injuries, property damage or liability that may arise from the Activity. I further assume full responsibility for the decision, and the consequences thereof, to allow my child/the minor (the Indemnifying Party) to take part in the Activity as set forth herein.
- 3.4. I do hereby release, agree to indemnify and hold the Indemnified Party, club executives and staff, free and harmless from any and all costs, losses, expenses, damages, claims, suits, causes of action or any other liability or responsibility whatsoever, in law or in equity, including attorney's fees and related costs, resulting from any injury to any person(s) or damage to property arising out of, or which may in any manner be connected with, the Activity and my child's (the Indemnifying Party) participation therein.

4. ACCEPTANCE

- 4.1. By signing this agreement, you confirm that you have read and understood the meaning and effect of this agreement and that you agree to be bound by it from the date of signature. If you do not understand the meaning or effect of any of the clauses contained in this agreement, you must request that it be explained to you before accepting and concluding this agreement, by contacting the club executives and staff.

5. GENERAL

- 5.1. I agree that this agreement may be treated as a defense to any action or proceeding that may be brought, instituted or taken by anyone against the Indemnified Party, club executives and staff, for injuries and/or damages sustained as a result of the Activity as described herein.
- 5.2. I have read this agreement and understand all of its terms, and I have executed this instrument voluntarily and with full knowledge of its significance.
- 5.3. I confirm that I fully appreciate the risks that I may be exposed to during my participation in the Activity and that I voluntarily accept such risks.

Name and Surname: _____

Signature: _____

Date: _____