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FREEDOM ADVENTURE PARK
CANAL WALK
VAT: 4740315199
REG: 2022/270497/07

FREEDOM ADVENTURE PARK (PTY) (PTY) WAIVER- SAFETY IS OUR NUMBER ONE PRIORITY

This document affects legal rights.

I understand that this document affects my legal rights and the legal rights of the Minors, and by visiting any FREEDOM ADVENTURE PARK (PTY) I acknowledge that I have read and understood the disclosure of risks, voluntarily accept those risks, and agree to be bound by and to bind all the Minors to all the terms and conditions of this agreement.

1. General Release and Waiver of Liability.

In consideration of the services provided by FREEDOM ADVENTURE PARK (PTY) and of the permission granted by FREEDOM ADVENTURE PARK (PTY) to use FREEDOM ADVENTURE PARK (PTY)'s property, facilities, and services and to participate in the Activities, I, for myself and on behalf of my spouse, children, wards, and other dependents, heirs, assigns, personal representatives and next of kin (the "Releasing Parties"), voluntarily release and forever discharge and agree not to sue FREEDOM ADVENTURE PARK (PTY) or its agents, employees, members, managers, owners, officers, directors, principals, volunteers, participants, insurers, facility operators, lessors, successors, assigns, equipment suppliers or manufacturers, service providers, trainers, intellectual property holders, or any other persons or entities acting in any capacity on FREEDOM ADVENTURE PARK (PTY)'s behalf (hereinafter collectively referred to as the "Protected Parties") from liability for any claims connected with or arising from my or the Minors' participation in the Activities or use of FREEDOM ADVENTURE PARK (PTY) facilities, including, to the extent allowed by law, any such claims which allege negligent acts or omissions of any of the Protected Parties.

I understand that this release of liability will prevent any of the Releasing Parties, including me and the Minors, from bringing any lawsuit or making any claim for personal injury, damages or death connected with participating in the Activities or using FREEDOM ADVENTURE PARK (PTY) facilities.

2. Acknowledgement of Risks.

I understand that my participation and the participation of the Minors in the Activities involve known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to me, to the Minors, or to third parties. Such risks (the "Risks") include, but are not limited to:

2.1 The risks inherent in the Activities, including slipping and falling, collisions with fixed objects and/or other participants, falling off equipment, unexpected failure of equipment, over-exertion, double bouncing, failed attempted jumps and stunts, and sustaining lacerations or contracting any illnesses from contact with equipment and/or flooring surfaces and/or other items in FREEDOM ADVENTURE PARK (PTY);
2.2 The grossly negligent acts or omissions of the Protected Parties;
2.3 Defects in FREEDOM ADVENTURE PARK (PTY) or any of its facilities;
2.4 Improper or inadequate instruction or supervision regarding the Activities or use of FREEDOM ADVENTURE PARK (PTY) facilities;
2.5 The behaviour of other participants in the Activities and/or people visiting FREEDOM ADVENTURE PARK (PTY);
2.6 Accidents or incidents in FREEDOM ADVENTURE PARK (PTY) facilities; and
2.7 First aid, emergency treatment or services rendered or failed to be rendered by the Protected Parties.

Possible injuries include, but are not limited to, bruises, sprains, scrapes, contusions, lacerations, broken bones, eye injuries, torn ligaments, joint injuries, weakening of growth plates, stunted growth following fractures, internal injuries, brain injuries and concussions, permanent disabilities, broken back, broken neck, paralysis, heart attack, and death.

I understand and acknowledge that the above lists are not complete or exhaustive, and that other known or unknown risks may also result in injury, death, illness or damage to me, to the Minors or to my or their property.

I understand and acknowledge that it is the participants responsibility to review the safety policy online before visiting FREEDOM ADVENTURE PARK (PTY) which covers some but not all of the Risks related to FREEDOM ADVENTURE PARK (PTY) and upon each visit to FREEDOM ADVENTURE PARK (PTY), and I agree that both I and the Minors will adhere to the safety policy.

3. Assumption of Risks.

After being fully informed of the above and understanding the fact, nature and effect of this Agreement, I, on my own behalf and, to the fullest extent allowed by law, on behalf of all Releasing Parties and the Minors, expressly agree and promise to accept and assume all known and unknown risks associated with participation in the Activities and use of FREEDOM ADVENTURE PARK (PTY)'s facilities,

including the Risks listed above, and I voluntarily elect to participate and to allow the Minors to participate in the Activities and use FREEDOM ADVENTURE PARK (PTY)'s facilities.

I agree that there are certain risks inherent in the Activities that cannot be avoided or eliminated, and that by agreeing and signing this Agreement, I am giving up my right, the right of the Minors and any of the Releasing Parties, to recover from the Protected Parties in a lawsuit or other proceeding for any damages, including personal injury or death to me or the Minors, that results from such risks. I understand that I have the right to refuse to sign this Agreement, and FREEDOM ADVENTURE PARK (PTY) has the right to refuse to let me or the Minors participate if I do not sign this Agreement.

4. Indemnification Agreement.

To the extent permitted by law, I hereby irrevocably agree to hold harmless, indemnify and defend the Protected Parties from and against any and all claims, losses, actions, proceedings, costs, expenses, damages, settlement amounts and liabilities (including claims brought by any of the Releasing Parties or Minors) and any and all costs and expenses in connection therewith, including attorneys' fees and costs of investigation (collectively the "Claims"), arising out of or connected with my or the Minors' participation in the Activities or use of FREEDOM ADVENTURE PARK (PTY)'s facilities, regardless of whether the Claims are the result of the grossly negligent acts or omissions of myself, the Minors, the Protected Parties, or third parties, including other participants in the Activities.

Such indemnity obligation shall include, but not be limited to, any claim, action or proceeding that alleges that I or the Minors negligently or intentionally caused any injury, death or damage to other participants in the Activities or other third parties at FREEDOM ADVENTURE PARK (PTY).

5. Release of Rights to Audio, Video and Photographic Images.

I hereby grant FREEDOM ADVENTURE PARK (PTY) on behalf of myself and the Minors the irrevocable right and permission to photograph and/or record me or the Minors in connection with the Activities at FREEDOM ADVENTURE PARK (PTY) and to use the resulting photographic images, audio or video for the purposes of monitoring the activities conducted at FREEDOM ADVENTURE PARK (PTY), including for marketing, website, advertising, safety and security purposes.

I agree that FREEDOM ADVENTURE PARK (PTY) will be entitled to retain such photographs and recordings for a 12 month (365 day) period after my and/or the Minors attendance at FREEDOM ADVENTURE PARK (PTY).

6. Certifications.

In order to assist FREEDOM ADVENTURE PARK (PTY) in effectively providing for my safety and the safety of the Minors, I certify and warrant that:

6.1 I have no knowledge of any health problems that would cause participation in the Activities to negatively impact my health or the health of the Minors;
6.2 I and the Minors possess a sufficient level of physical fitness and skill to safely participate in the Activities, and neither I nor the Minors have any pre-existing physical or medical conditions that might be impacted or worsened by the use of FREEDOM ADVENTURE PARK (PTY) or any of its facilities, including but not limited to pregnancy, orthopaedic problems, back problems, heart problems, or breathing problems;
6.3 I will not use or allow the Minors to use FREEDOM ADVENTURE PARK (PTY) equipment and/or activities while any of us are under the influence of any drugs, alcohol or medications that may impair our physical activities or judgment;
6.4 I agree to follow (and cause the Minors to follow) all safety rules of FREEDOM ADVENTURE PARK (PTY) and to alert FREEDOM ADVENTURE PARK (PTY) staff to any rules violations or dangerous behaviour of other participants;
6.5 I understand that my or the Minors' failure or refusal to abide by the safety rules of FREEDOM ADVENTURE PARK (PTY) or by instructions and directions of FREEDOM ADVENTURE PARK (PTY) staff can lead to the immediate revocation of my or the Minors' right to use FREEDOM ADVENTURE PARK (PTY)'s activities, without any right to the refund of any payments made;
6.6 I will notify FREEDOM ADVENTURE PARK (PTY) staff before I or the Minors participate in Activities if any of us have been diagnosed with behaviour disorders or are taking any behaviour modification medications;
6.7 I will inform FREEDOM ADVENTURE PARK (PTY) staff immediately if I or the Minors feel any unusual discomfort while participating in the Activities and will immediately stop (or cause the Minors to stop) participation in the Activities;
6.8 I am aware that FREEDOM ADVENTURE PARK (PTY) staff may need to end my or the Minors' participation in the Activities if my or the Minors' actions present a danger to myself or others;
6.9 I authorise FREEDOM ADVENTURE PARK (PTY) staff to administer emergency first aid and Cardiopulmonary resuscitation ("CPR") to myself and to the Minors when deemed necessary by FREEDOM ADVENTURE PARK (PTY) staff and hereby irrevocably indemnify and hold FREEDOM ADVENTURE PARK (PTY) and the Protected Parties harmless against all liabilities, claims, losses and damages of whatsoever nature and howsoever caused which I or the Minors' may suffer or sustain as a direct or indirect result of FREEDOM ADVENTURE PARK (PTY) staff administering such emergency first aid and/or CPR;

6.10 I authorise FREEDOM ADVENTURE PARK (PTY) staff to secure emergency medical care and/or transportation, if deemed necessary by FREEDOM ADVENTURE PARK (PTY) staff, and I agree to assume all costs of emergency medical care and transportation and hereby irrevocably indemnify and hold FREEDOM ADVENTURE PARK (PTY) and the Protected Parties harmless against all liabilities, claims, losses and damages of whatsoever nature and howsoever caused which I or the Minors' may suffer or sustain as a direct or indirect result of any and all emergency medical care or transportation;
6.11 I acknowledge that FREEDOM ADVENTURE PARK (PTY) encourages each participant at his/her own cost to obtain medical clearance prior to participating in the Activities; and
6.12 I have adequate insurance to cover any injury or damage I and the Minors may cause or suffer while participating in the Activities, or if not, I agree to bear the costs of such injury and damage to myself, the Minors and others.

7. Term of Agreement.

I understand that this agreement shall continue and will be in full force and legal effect each and every time I or the Minors visit FREEDOM ADVENTURE PARK (PTY), whether at the current location or any other location or facility. I agree that FREEDOM ADVENTURE PARK (PTY) may require me or the Minors to sign a new agreement at any time as a requirement for my participation or the participation of any of the Minors in the Activities, including when the Minors reach the age of 18 years.

8. Attorney's Fees.

I hereby irrevocably indemnify FREEDOM ADVENTURE PARK (PTY) for any attorneys' fees and costs incurred by FREEDOM ADVENTURE PARK (PTY) to enforce this agreement, including without limitation costs associated with any collection efforts. If FREEDOM ADVENTURE PARK (PTY) obtains a judgment against me pursuant to this agreement, pre-judgment and post-judgment interest shall accrue thereon at the maximum amount allowed by law.

9. Governing Law; Venue; Dispute Resolution

9.1 Governing law. This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.
9.2 Mediation and arbitration. This clause is a separate, divisible agreement from the rest of this Agreement and shall:
9.2.1 not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of the Agreement and not to this clause 9. The Parties intend that any such issue shall at all times be and remain subject to arbitration in terms of this clause 9;
9.2.2 remain in effect even if the Agreement terminates or is cancelled.
9.3 I agree and acknowledge that any claim or dispute arising from or related to this agreement or the relationship of the parties in any respect thereto shall first be submitted to mediation, and that engaging in such mediation is a condition precedent to bringing any claim against FREEDOM ADVENTURE PARK (PTY) arising from or related to this agreement. If the Parties are unable to agree on a mediator or to resolve any dispute by way of mediation within 14 days of any Party in writing requesting that the dispute be resolved by mediation, then the dispute may be submitted to and decided by arbitration.
9.4 Appointment of arbitrator. The Parties shall agree on the arbitrator based in Cape Town South Africa who shall be an attorney or advocate on the panel of arbitrators of the Arbitration Foundation of Southern Africa ("AFSA"). If agreement is not reached within 10 days after any party calls in writing for such agreement, the arbitrator shall be an attorney or advocate nominated by the Chairman of AFSA for the time being. The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Party concerned is aware and, if desired, suggesting suitable nominees for appointment as arbitrator, and a copy shall be furnished to the other Parties who may, within 7 days, submit written comments on the request to the addressee of the request with a copy to the first party.
9.5 Venue and period for completion of arbitration. The arbitration shall be held in Cape Town South Africa and the parties shall endeavour to ensure that it is completed within 90 days after notice requiring the claim to be referred to arbitration is given.
9.6 Arbitration Act - rules. The arbitration shall be governed by the Arbitration Act, 1965, or any replacement Act and shall take place in accordance with the Commercial Arbitration Rules of AFSA.
10.7 Application to court for urgent interim relief. Nothing contained in this Agreement shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration. In this regard, the parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Local Division, Cape Town for any proceedings arising out of or in connection with this Agreement.

10. Entire agreement.

This Agreement contains all the provisions agreed on between the undersigned and FREEDOM ADVENTURE PARK (PTY) with regard to the subject matter of the agreement and supersedes and novates in its entirety any previous understandings or agreements

between the undersigned and FREEDOM ADVENTURE PARK (PTY) in respect thereof, and the undersigned waive their rights to rely on any alleged provision not expressly contained in this Agreement.

11. Severability.

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. pro non scripto) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. I understand and agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the Republic of South Africa and that if any portion thereof is held to be invalid by a competent court, the remainder of the agreement will remain in effect and will continue in full legal force and effect.

12. Effect of Agreement.

I agree that I have had reasonable and sufficient opportunity to read and understand this entire agreement and acknowledge that I have been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that I have either taken such independent legal advice or have dispensed with the necessity of doing so. I further agree that each provision of this Agreement is fair and reasonable in all the circumstances.

I, the Minors and the Releasing Parties hereby irrevocably waive any rights to enforce any action against the Protected Parties on the basis of any claim against which I have indemnified the Protected Parties, freely, voluntarily, under no threat of duress, without inducement, promise or guarantee being communicated to me;

I unconditionally agree to the full terms, statements, warranties, notices, representations, waivers and releases contained in this Agreement on behalf of myself, the Releasing Parties and the Minors listed below.

I certify and warrant that I am the parent, legal guardian and/or authorised person acting in loco parentis of the Minors listed below and that I have irrevocable authority to sign this agreement on their behalf. I also certify and warrant that the information provided below for each Minor participant is true and correct. I acknowledge and agree that FREEDOM ADVENTURE PARK (PTY) staff may require me to present a picture I.D. to verify my identity and/or the identity of the minors listed below.

FREEDOM SAFTEY PLEDGE - JUMP SAFE

The general safety rules and guidelines for each area are displayed throughout FREEDOM ADVENTURE PARK. Our terms and conditions outline the risks and anyone participating on activities at FREEDOM ADVENTURE PARK is deemed to have accepted these conditions prior to participating.

Like most sporting activities, trampolining and other adventure-challenge activities creates the potential for injury even when done properly and following appropriate rules and guidelines. Our rules and safety guidelines have been developed in conjunction with recognised safety experts with the specific direction to meet or exceed world's best practice.

FREEDOM ADVENTURE PARK TRAMPOLINES

Historically, trampoline related injuries have occurred when jumpers have 'fallen off' a trampoline onto the ground or landed 'on the frame'. FREEDOM ADVENTURE PARK has minimized these risks by ensuring our trampoline frames are covered in high grade foam padding, that has undertaken head attenuation testing in line with potential fall heights. We have designed our facility to reduce or eliminate the hazards associated with typical home trampolines and are continually working to ensure a safe environment through optimal design, engineering, construction, staff, training, supervision and research.

ADVENTURE-CHALLENGE FEATURES & CLIP 'N CLIMB

To minimise the risks associated with adventure and climbing activities, including the Freedom Ninja Run, Via Ferrata Ropes Course and Clip and Climb climbing walls, all activity areas have been professionally designed and installed in accordance with industry standards.

High-grade impact-absorbing surfaces and other appropriate safety features have been incorporated into designated activity areas where required. Despite these safety measures, participants acknowledge that adventure, climbing and challenge-based activities involve inherent risks, including the possibility of slips, falls, collisions and injury.

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PADDING

All trampoline support structures (the steel and springs between the trampoline beds) are covered by more than two inches of high grade foam padding. The springs are completely encapsulated in a polypropylene sheet and covered by vinyl padding. We have met or exceeded the padding requirements advocated by all applicable International standards.

STAFF TRAINING & SUPERVISION

All activity areas are monitored by trained staff and all team members complete: Internal dedicated safety training (multiple modules) covering the fundamentals of safe conduct and risk minimisation.

External CPR and First Aid training

All FREEDOM ADVENTURE PARK team members complete the above training and the FREEDOM ADVENTURE PARK safety rules are,
1. One person per trampoline
2. Jump, climb and explore within your skill level
3. Don't jump or land on the padding and/or platforms

Our staff also enforce our 'one person per trampoline/apparatus' rule to avoid collisions. Children under 125cm in height will be restricted from certain areas. Toddlers 4 & under require a legal guardian with them at all times.

INTERNATIONAL STANDARDS

FREEDOM ADVENTURE PARK (PTY) conforms to the ISO – European Standard.

GRIP SOCKS & SHOES

Anyone jumping at FREEDOM ADVENTURE PARK is required to wear non-slip grip-socks designed to help maximise grip, safety and general hygiene. FREEDOM ADVENTURE PARK will allow any brand of non-slip grip socks.

DEDICATED TODDLER AREA

Toddlers 4 & under require a legal guardian with them at all times. There is also a dedicated toddler area with trampolines at some of our locations. Please visit our website for more details.

Guardian Full Name and Surname _____

Primary Phone: _____

Secondary Phone: _____

Email: _____

Birthday: _____

Waiver Date: _____

Signature: _____

Child's First Name: _____

Child's Last Name: _____

Gender: _____

Birthday: _____

Initial Each page here: _____

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Child's First Name: _____

Child's Last Name: _____

Gender: _____

Birthday: _____

Child's First Name: _____

Child's Last Name: _____

Gender: _____

Birthday: _____

Child's First Name: _____

Child's Last Name: _____

Gender: _____

Birthday: _____

Child's First Name: _____

Child's Last Name: _____

Gender: _____

Birthday: _____