



# Prime View Adventure and Leisure (Pty)Ltd Aqua Park

## Release of Liability and Indemnification

I, \_\_\_\_\_ hereby waive, release and discharge Prime View Adventure and Leisure (Pty) Ltd, and its respective officers, agents, employees, volunteers, and representatives (hereinafter, the "Released Parties") from any liability for any loss, injury or damage to persons or property, including liability arising from any act of negligence or want of ordinary care on the part of Released Parties, arising out of or otherwise relating to my participation at the Aqua Park.

If any photograph(s) taken are selected for publication and/or promotion, I agree to permit Prime View Adventure and Leisure (Pty)Ltd to use the photograph(s).

I further agree that I will defend, indemnify, and hold harmless the Released Parties from all claims, demands, and causes of action, including court costs and attorney's fees, arising from any proceeding or lawsuit regarding this release.

I acknowledge that I have read the Release of Liability and Indemnification Agreement, understand its contents, and agree to its terms and conditions. By signing this Release of Liability, I affirm that I have read and understood the rules for use of the Aqua Park and agree to comply with them. I am aware of the risk that I take and that it can result in serious injury or death whether if I use it properly or not.

**Please complete and sign (if not older than 18 Parent/Guardian to complete and sign)**

By signing this Release of Liability, I affirm that I and my child have read and understand the rules for use of the Water Park have discussed and agree to abide by them.

Name & Surname: \_\_\_\_\_ Age: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Name and Contact Number: \_\_\_\_\_

INDEMNITY /WAIVER AGREEMENT BETWEEN ..... (NAME AND SURNAME OF VISITOR) AND PRIME VIEW ADVENTURE AND LEISURE (PTY) LTD



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Release of Liability and Indemnification

THIS AGREEMENT IS SIGNED THIS ..... DAY OF ..... 20.... BETWEEN ..... WITH ID NUMBER..... HEREINAFTER REFERRED TO AS THE VISITOR

AND

PRIME VIEW ADVENTURE AND LEISURE (PTY) LTD HEREINAFTER REFERRED TO AS THE AQUA PARK.

I am entering Prime View Aqua Park at my own risk and subject to the terms and conditions set out hereunder. I understand that if I do not agree to the terms and conditions, I should not go on the Aqua Park. I acknowledge the risks and hazards involved in the use of the Aqua Parks facilities. I am obliged to strictly adhere to all the applicable rules and directives of the Owners and Organisers of Prime View, including appointees assisting the Organisers in respect of Prime View.

## RIGHTS OF ADMISSION RESERVED

I accept and Agree:

That I, my estate, dependencies, heirs, executors, assigns and those whom I represent shall not have any claim whatsoever nature nor kind against owners, sponsors, individuals, officers, agents, co-sponsors, sanctioning bodies, servants, landowners, vehicle owners, lessees of premises used to conduct the event of any of their employees (herein referred to as ENTITIES) for any cost, loss, damage, injury, disability or death which may be incurred or suffered by myself, my estate, dependants, executors, assigns, and those whom I represent arising directly or indirectly from my participation in any event at PRIME VIEW or any activities associated therewith or incident thereto, use of the facilities and/or amenities or by reason of defective material or equipment or by way of any human or mechanical error, default of failure or from any other cause whatsoever except upon proof that such cost, loss, damage, injury, disability or death was due to gross negligence of ENTITIES' which event ENTITIES potential liability shall be limited to a claim which falls within the ambit of ENTITIES insurance policies and only to the extent that such a claim is covered and settled by ENTITIES' insurer; and to indemnify ENTITIES' from and against all and any such claim(s) not covered or settled by ENTITIES' insurer(s).

## CONDITIONS FOR USE

The Aqua Park has inherent risks. There are hazards within the Aqua Park obstacle course and due to its challenging nature, a high level of physical fitness is required for the course. Do not take part if you have any medical conditions that prevent you from physically demanding activities in the water or if you have not partaken inactivity for some time.

- I have been advised about the physical demands and risks associated with this activity.
- All participants must be competent swimmers and able to swim 25 meters freestyle unaided.
- All children 6 – 9 years must be closely supervised by a parent or guardian whilst on the Aqua Park and in the water.
- Children under the age of 6 years are not permitted on the Aqua Park.
- Due to the physical nature of the activity, pregnant women are not permitted on the Aqua Park.
- Diving headfirst off the Aqua Park is strictly prohibited.
- Swimming under any part of the Aqua Park is strictly prohibited.
- Aqua Park reserves the right to refuse entry to the Aqua Park.
- Life Jackets must be worn at all times while on the Aqua Park.
- Jewelry or any sharp objects can not be worn, used, or taken on the Aqua Park.
- Aqua Park will occasionally film, record, and/or photograph the park and its participants. I agree to have my image being used by Prime View on its website and/or social media sites. I understand that if I do not permit my image or my children's image to be used I must advise Prime View Managers before my session commences.
- Water depths and location size may limit the use of certain advertised park obstacles.
- All patrons must follow instructions by the Aqua Park staff at all times whilst on the Aqua Park.
- Failure to comply with these conditions of use will result in removal from Aqua Park and no refunds will be provided.
- The Aqua Park is on a dam and there may be fish found in their natural habitat.