



INDEMNITY FORM



Ballito Cable Ski Park D176 Esenembi Road, Ballito Dolphin Coast 032 815 1165

info@cableski.co.za

CABLE SKI-ING ▪ CABLE SKI OBSTACLES ▪ WATER SLIDE / INFLATABLES SUPERTUBE ▪ BMX RAMP ▪ JUNGLE GYM ▪ PLAY AREA ▪ TEAM BUILDING ▪ KIDS PARTIES ▪ CORPORATE ▪ JET SKI-ING ▪ SEGWAY ▪ QUAD ▪ FLY BOARDING ▪ AIRSOFT BUSH WARFARE ▪ FAT BOY BLOB ▪ WATER GIANT INFLATABLE ▪

THE CLIENT:

Full Name & Surname: _____
ID No. or Date of Birth: _____
Cell phone: _____ 1. _____ 2. _____
Address: _____
Email Address: _____
Doctor Name & Contact Details: _____

MINORS (under 18) for whom the Client is responsible for:

Name _____ Age _____ Weight _____
Name _____ Age _____ Weight _____
Name _____ Age _____ Weight _____
Name _____ Age _____ Weight _____

1. **WARRANTIES** The Client warrants that:

- 1.1 he/she is 18 years or older or is an emancipated minor with full contracting powers;
 - 1.2 he/she is the legal guardian of all the minors or he/she has been expressly authorized by legal guardian/s of the Minors to represent and act for the Minors in this agreement;
 - 1.3 he/she accepts that Cable ski-ing, Cable ski Obstacles course (kickers, sliders, rails), BMX ramp, Kid’s Parties, Super tube slide, Team building, Play area, Corporate, is undertaken entirely at his/her risk.
2. The Client acknowledges that he/she is aware that the activities organized and conducted by Ballito Cable Ski Park in which he/she will be participating in are high risk and dangerous and can result in personal injury to himself/herself.
3. The Client confirms that he/she fully appreciates the nature of the risks that he/she will be exposed to whilst participating in the activities at Ballito Cable Ski Park. The Client declares that he/she is in good physical and mental health and is prepared to act responsible at all times.

4. **INDEMNITY**

The Client indemnifies and holds Ballito Cable Ski Park harmless for any claim, including damages and costs, by any person for loss or damage to property, personal injury or death arising from the conduct, omission or gross negligence of the Client and/or the Minors.
The Client acknowledges that he/she shall be liable to Ballito Cable Ski Park for the costs of repairing all and any damage to any property, however caused, whilst on the premises and undertakes to reimburse Ballito Cable Ski Park, on demand for the costs of repair and for any loss of income that Ballito Cable Ski Park might suffer whilst undergoing repair.

5. **WAIVER**

The Client and the Minors, duly represented by the Client, waive any claim, including damages and costs, that they may have against Ballito Cable Ski Park for any loss or damage to property, personal injury or death whether as a result of any conduct, omission or gross negligence by Ballito Cable Ski Park or any of its members, agents, invitees or employees.

6. **MISCELLANEOUS LEGAL PROVISIONS**

- 6.1 This is the whole agreement between the parties containing all of the provisions agreed on by the parties with regard to the subject matter hereof. No party may rely on any representation that allegedly induced that party to enter into this agreement, unless the representation is recorded herein.
- 6.2 No agreement varying, adding to, deleting from or cancelling this agreement and no waiver of any right under this agreement shall be effective unless in writing and signed by or on behalf of the parties.
- 6.3 No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.
- 6.4 The Client selects the address given above as his/her domicilium citandi et executandi.
- 7. I indemnify the owner (s) and staff of Ballito Cable Ski Park, and the land owner from any and all claims, notions, suits procedures, costs, expenses, damages and liabilities, including lawyers’ fees arising out of, connected with or resulting from activities embarked on whilst on the premises, and my use of the equipment. Including without limitation the manufacture, selection, delivery, possession, uses and operation of the equipment for its intended use or otherwise not intended use.
- 8. I acknowledge and accept and understand the rules of Ballito Cable Ski Park and will adhere to the rules of the park. I agree to the wearing of a lifejacket and helmet whilst participating in the water activities and BMX ramp jump.
- 9. Participates are not allowed to participate if they are unable to swim and are not fully capable of swimming alone without the supervision of an adult. They may not participate in any water related activity if they do not meet these criteria
- 10. Any minor entering the designated swimming area needs to be accompanied by their legal guardian.

Wine and Dine Forever (Pty) Ltd t/a

Ballito Cable Ski Park

SIGNED at **D176 Farm Esenembi Road Ballito** , this _____ day of _____ 20_____
(day) (month) (year)

THE CLIENT

WITNESS

