

WAIVER AND INDEMNITY AGREEMENT

FACILITY USE AND PARTICIPATION TERMS

IMPORTANT NOTICE:

This is a legal document which requires your attention. By signing below, you confirm that you have read and understood the terms herein. You acknowledge that you are voluntarily waiving certain legal rights, including the right to claim damages or institute legal action against IPIC PLAY (as defined below), whether on your own behalf or on behalf of a minor child or ward under your care.

1. DEFINITIONS

This waiver applies **regardless of whether such claims arise from acts of negligence, omission, or fault on the part of IPIC PLAY to the fullest extent as allowed by law.**

4. INDEMNITY

I further agree to **indemnify, defend and hold harmless** IPIC PLAY from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable legal and attorney fees) incurred in connection with any of the events listed under **inherent and potential risks** referred to in 2 above, caused by:

- 4.1. Me or my child(ren)/

I agree to comply with all rules, policies, safety procedures, and instructions as communicated by IPIC PLAY staff or representatives. I undertake to ensure my child(ren)/ward(s) also comply with the same at all times.

9. JURISDICTION AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **Republic of South Africa**. I consent to the exclusive jurisdiction of the courts located in **Cape Town** for the resolution of any dispute arising under or in connection with this Agreement.

10. SEVERABILITY

12. ARMBAND USAGE AND LOSS LIABILITY

All guests are issued a time-regulated armband upon entry, which monitors and controls the duration of the play session. The armband will begin flashing once the allotted play time has expired and must be returned to IPIC Play staff immediately upon session completion. The armband remains the property of IPIC Play at all times. In the event that a guest fails to return the armband due to loss, damage, or negligence, the guest (or the parent/legal guardian if the guest is a minor) agrees to be held liable for a replacement fee of **R300.00 (three hundred rand)**, payable on the day of the incident. By participating in any activity within IPIC Play, you acknowledge and accept responsibility for

Birthdate of the child - dd/mm/year: 2022/12/14

Personal name,

Birthdate of the child - dd/mm/year:

Personal name,

Personal name,

Birthdate of the child - dd/mm/year:

Personal name,

Birthdate of the child - dd/mm/year:

Personal name,

Birthdate of the child - dd/mm/year

