



Liquid Grace

adventures

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LIQUID GRACE ADVENTURES CC: PARTICIPANT'S WAIVER, RELEASE OF LIABILITY & ACKNOWLEDGMENT OF RISK AGREEMENT

Notice: This is a legally binding agreement and affects your legal rights. Please consult with legal counsel if you require clarification on any aspect of this agreement.

All participants **MUST** read this agreement! Adult participants assuming the risk and liability for their own participation must read, complete and sign this agreement. All participants under 18 years of age **MUST** have this agreement completed initialled and signed by their parents or Legal Guardians. Please note that you will not be allowed to participate in any activities unless we have received a signed copy of this agreement.

PARTICIPANT'S DETAILS

First Name: _____ Last Name: _____

Date of Birth: _____ Age: _____

Phone No: (____) _____ Mobile: _____

E.mail: _____

Address: _____

EMERGENCY CONTACT INFORMATION

| NAME | PHONE NUMBER | RELATIONSHIP (Mother, guardian etc.) |
|------|--------------|--------------------------------------|
|------|--------------|--------------------------------------|

| | | |
|-------|--------------|-------|
| _____ | (____) _____ | _____ |
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| _____ | (____) _____ | _____ |
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ACTIVITIES IN WHICH THE PARTICIPANT MAY TAKE PART: Wakeboarding, Waterskiing, Wakeskating, Wakesurfing, Trampoline, Tubing, Swimming, Surfing, Kayaking, Mountain Biking, Abseiling, Bungi Jumping, Bridge Swinging, Zipline Tours and Spectating (List is not exhaustive)

NOTE: The following activities are outsourced to other Third Party providers: Abseiling, Bungi Jumping, Bridge Swinging and Zipline Tours

Activities Prohibited by Parent or Guardian (Please Indicate):

Initial here:

In consideration of the services of Liquid Grace Adventures CC, its agents, officers, volunteers, participants, and all other persons or entities action in any capacity on their behalf (hereafter collectively referred to as LIQUID GRACE), I (all references to I, me, myself or my, refer to my minor child if I am signing on behalf of my minor child) agree to release and discharge LIQUID GRACE, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGEMENT OF RISKS: I understand and acknowledge that the activities in which I am about to voluntarily engage in, bear certain anticipated and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE to myself, to my property or to other parties and or their property. I realise that these risks cannot be eliminated and include, among other things but are in no way limited to, falling, being struck by equipment or a boat, drowning, unforeseeable accidents, being struck by other participants due to my own negligence or other participants negligence. I understand, agree to and appreciate that there are foreseeable and unforeseeable risks and accidents, which may occur, and I assume all risk associated with such accidents. I agree to pay attention to the lake, boat and all other equipment and to advise LIQUID GRACE staff if I inflict or notice any damage to any equipment. I agree to abide by all LIQUID GRACE safety rules. I agree that if LIQUID GRACE staff make a specific request or give an instruction to me or in general, I will comply. I agree to use proper practices and/or procedures that may be relevant to a particular activity and that if I fail to use such proper practices and/or procedures, the fault is entirely mine.

Initial here:

ACCEPTANCE OF RISK AND RESPONSIBILITY: I expressly agree, accept and assume all of the risks, which exist by reason of my or my minor child's participation in any and all activities of LIQUID GRACE, including all transportation by, to and or from LIQUID GRACE. My / my child's participation in these activities is purely voluntary and I elect to participate in spite of the risks. I agree to, assume and accept all risk of personal injury, including paralysis and death, which may occur while I am at LIQUID GRACE Camp facilities or engaged in LIQUID GRACE activities, including all transportation by LIQUID GRACE staff. I hereby voluntarily release, remise and forever discharge and covenant not to sue Liquid Grace Adventures CC, its owners, members, staff, officers, employees, hold manufacturers, lessors, insurer, and agents (hereafter referred to as the "**Released Parties**"), from all liability for any such personal injury or loss that I may incur, and any and all claims, demands or causes of action, which are in any way connected with my participation in these activities or my use of LIQUID GRACE's equipment and/or facilities, including any claims which may arise from the alleged negligent acts or omissions of LIQUID GRACE. I understand and agree that this Participant's Waiver, Release of Liability & Acknowledgment of Risk Agreement include all my claims for personal injury, including death, based in total or in part upon the NEGLIGENT ACTION OR INACTION OF LIQUID GRACE ADVENTURES CC, or other Released Parties.

Initial here:

MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS: I UNDERSTAND AND ACKNOWLEDGE that no major medical or accident insurance benefits will be provided to me during participation of any activities. I certify that I have adequate health, accident and personal liability insurance to cover any injury or damage I may cause or suffer while participating, or else, I agree to bear the costs of such injury or damage myself. I certify that I have no medical, emotional and/or physical conditions that could interfere with my safe participation in these activities, or else I am willing to assume - and bear the cost of - all risks that may be created, directly or indirectly, by any such condition.

I give my consent and permission to LIQUID GRACE and medical personnel to obtain or administer on my behalf or on behalf of my minor child, first aid and emergency medical treatment in case of sickness, accident, injury and to secure medical care at my expense and to make decisions concerning medical care if I am unable to do so or if in the case of my minor child, I am unable to be reached. I give consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for myself or my minor child.

Initial here:

RELEASE: This Release applies to and binds me, my guardians, my personal representative, heirs, and family. I further represent that I have complete and absolute authority to bind, contract for and legally act on behalf of any minor children in my family, and/or listed in this document, and understand and agree that LIQUID GRACE relies to its detriment upon this representation if it is inadequate, inaccurate or false and would not allow my minor child to participate in or use its facility or equipment without this representation. If a member of my family under the age of 18, or other child that I have authority to legally act on behalf of, participates in any activity of LIQUID GRACE, whether or not I am present, I make this release and these representations on his or her behalf as well as my

own, and I agree to assume responsibility for his or her safety. In signing this document, I fully recognise that if anyone is hurt or dies, or property is damaged while I am or my minor child is engaged in the LIQUID GRACE activities or while being transported by LIQUID GRACE, I will have no right to make a claim or file a lawsuit against any of the Released Parties, even if any of these Released Parties negligently caused the bodily injury or damage to property.

Initial here:

PHOTO AND VIDEO RELEASE: I hereby irrevocably grant LIQUID GRACE, its successors and assignees the right to record my likeness and/or voice on tape, film or videotape and to edit such tape, film or videotape; to incorporate the same into motion picture or television or radio commercial for LIQUID GRACE; and to use or authorise the use of such tape, film and videotape or any portion thereof in any manner or media at any time and to use my likeness, voice and biographical and other information concerning me in connection therewith including promotion in all media. I hereby release LIQUID GRACE and anyone using said film, videotape, or other material from any and all claims, damages, liabilities costs and expenses which I now have or may hereafter have by reason of any use thereof.

Initial here:

INDEMNIFICATION: In the event any claim, demand or cause of action is made against LIQUID GRACE, or any Released Party, by the undersigned or by any minor over whom I have supervisory or legal responsibility (whether or not the undersigned is physically present at the time of the occurrence of any injury, damage or loss), I agree to indemnify, hold harmless and defend the said Released Parties, including the payment of attorneys fees for any claim arising in whole or in part from the alleged negligent action or omission on the part of any Released Parties. Should LIQUID GRACE or anyone on their behalf, be required to incur attorney's fee and costs to enforce this agreement, I agree to indemnify and hold harmless LIQUID GRACE in any such event. Should I or any family member or guardian of any participant proceed to institute legal action against LIQUID GRACE for whatsoever cause arising from the participant's participation in any and all of LIQUID GRACE'S activities, I agree and consent to pay LIQUID GRACE'S legal cost in the event that such legal action is unsuccessful.

Initial here:

ACKNOWLEDGEMENT OF EFFECT OF THIS AGREEMENT: I understand and acknowledge that by signing this document, I have assumed responsibility and legal liability for the claims of or other legal demands, including legal costs, which may be asserted by other parties against me as a result of my / my minor child's participation in LIQUID GRACE activities. I understand and acknowledge that by signing this document I have given up certain rights and / or claims which I might otherwise assert or maintain against the Released Parties, including specifically, but not limited to, rights arising from or claims for the acts or omissions, faults, negligence in any degree of any of the Released Parties.

Initial here:

RULES AND REGULATIONS: Rules included but are in no way limited to the following

1. I accept my responsibility to participate in all LIQUID GRACE activities safely at all times and to obey all posted behaviour notices and any other camp rules and policies.
2. I understand, agree to and accept that I / the participant is staying on the LIQUID GRACE premises during The Camp and will remain on the premises unless escorted off the premises by LIQUID GRACE staff. LIQUID GRACE staff will be on premises at all times, but LIQUID GRACE and/or any of the Released Parties are not responsible for participants or their actions, that leave the premises without permission or escorts.
3. I accept responsibility for the safeguarding of my valuables and possessions at all times and indemnify and hold harmless LIQUID GRACE and/or all Released Parties for lost or stolen items.
4. I understand that I may use, borrow or purchase certain equipment from or through LIQUID GRACE and/or their agents, other equipment suppliers, distributors, manufacturers, or sponsors. Such equipment may include, but is not limited to wakeboards, waterskis, wakeskates, surfboards, mountain bikes, kayaks, bindings, vests, ropes, handles, and hardware (hereafter referred to as "equipment"). I agree that any equipment I use while participating in LIQUID GRACE activities, I use entirely at my own risk. I voluntarily acknowledge and assume all risks associated with the use of all equipment. I further agree to return, in good condition, any equipment that I borrow and will inform LIQUID GRACE staff of any damage to equipment of which I am aware.
5. I understand and acknowledge that the above list is not complete or exhaustive and that other rules and regulations may apply.

Initial here:

JURISDICTION: I understand and acknowledge that this agreement is subject to the jurisdiction of the courts of the Republic of South Africa and shall be interpreted under the laws of the Republic of South African.

Initial here:

ENTIRE AGREEMENT: I understand that this is the entire agreement between LIQUID GRACE and me, that it is for the benefit of all Released Parties, and that it cannot be modified or changed in any way by the representations or statements of LIQUID GRACE or any employee or agent of LIQUID GRACE or any of the Released Parties or by me. I agree to follow any and all instructions of LIQUID GRACE including but not limited to the no drug / no alcohol policy.

I understand that this release and waiver form is a contract, which I sign voluntarily and of my own free will. I understand and agree that this contract is severable, meaning that if any part of it is held by a court of law to be unenforceable, the rest shall remain enforceable.

My signature below indicates that I have read this entire document, understand it completely or accept the liability for any and all parts I do not fully understand, and agree to be bound by its terms. If I am the parent or guardian of the Participant, I agree to be bound by the terms and conditions of this agreement and shall be responsible for the actions of the Participant.

Initial here:

PARENT ADDITIONAL INDEMNIFICATION (for participants under 18 years old): I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed in this agreement. I understand and agree that LIQUID GRACE relies to its detriment upon this representation and would not allow the minor child to use its facility without this representation. In consideration of the Minor(s) listed in this agreement (hereafter "Minor"), being permitted by LIQUID GRACE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LIQUID GRACE and the Released Parties from any and all claims which are brought by, or on behalf of the Minor, and which are in any way connected with the use or participation of the Minor.

Initial here:

Participant's Name

Participant's Signature

Date

Parent/Guardian Name

Parent/Guardian Signature

Date