

THE SHRED

INDEMNITY FORM

LAST NAME: _____ FIRST NAME: _____ MIDDLE INITIAL: _____

POSTAL ADDRESS : _____ POSTAL CODE: _____

E-MAIL ADDRESS: _____ CONTACT PHONE: _____

BIRTHDAY (see below if under 21): _____ ID NUMBER: _____

EMERGENCY CONTACT NAME: _____ EMERGENCY PHONE: _____

RELEASE OF LIABILITY BY SIGNING BELOW YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THAT THE FOREGOING RISKS ARE AMONG THE RISKS YOU WILL BE EXPOSED TO WHEN RIDING IN THE SKATEPARK AT THE SHRED.

SKATEBOARD PARK DISCLOSURE

The skateboard park in general, and more specifically the various skateboard ramps, at THE SHRED are designed to provide maximum challenge for the avid skateboarder but at the same time can prove to be dangerous. You may unavoidably achieve body positions that result in personal injury during your use of the skateboard park.

The tricks, stunts or body positions that you may attempt (or inadvertently achieve) will be based upon your real or perceived physical abilities and skill level. There are also inherent risks of injury caused by, and to, others that can result from such tricks, stunts or body positions that exceed your skill level (and which may occur irrespective of your skill level). Such risks include the possibility of striking surround elements, e.g. concrete ramp surfaces and/or paving stones, containment walls, other skateboarders. Please note that the use of a helmet in the skateboard park is compulsory and we highly recommend that you use other protective clothing, in addition to the helmet, such as knee pads and/or elbow pads. All protective gear, as well as skateboards, may be hired at the skate park. Use of the skateboard park is risky. And although many before you have skated unscathed, severe injury is possible. I, the undersigned participant listed below, hereby voluntarily release, discharge, waive and relinquish any and all claims or causes of action, especially delictual claims including, but not limited to, those arising out of or in connection with my participation in the attractions located at THE SHRED, 68 AUCKLAND STREET, PAARDEN EILAND no matter how such injuries or damages may occur including in consequence of the negligence of the owners and/or operators of the attractions. I understand that I will be granted non-exclusive use of the attractions, and that no sale or lease transaction exists. Further, I acknowledge that THE SHRED is providing recreational services. I UNDERSTAND AND ACKNOWLEDGE THAT THE ATTRACTIONS HAVE INHERENT DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION OR EXPERTISE CAN ELIMINATE AND I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PERSONAL INJURY OR DEATH, WHETHER FORESEEABLE OR NOT, SUSTAINED IN CONNECTION WITH PARTICIPATING IN THE ATTRACTIONS. Accordingly, under no circumstances will I nor any of my heirs, guardians, legal representatives and/or assigns, present or bring any delictual or other claim, including but not limited to, claim for personal injury and/or property damage against any of the following parties or any affiliates or sponsors thereof: THE SHRED (hereinafter "RELEASEES") or any officer, director, member, agent servant or employee of RELEASEES for any reason whatsoever, including RELEASEES negligent acts or omissions. I also hereby agree to a blanket event release of all rights related to my audio and photographic images that may arise out of my participation in activities in, on or around the attractions. I understand that this event release includes any and all marketing, promotion or advertising that may occur anywhere and anytime on any media as later used by THE SHRED or any of their representatives or assigns. This RELEASE shall be construed and enforced in accordance with the laws of the Republic of South Africa. Any action at law or other jurisdictional proceeding arising in connection with this Agreement or my participation in, on or around the attraction shall be instituted only in the courts of South Africa.

I AM AWARE THAT THIS RELEASE IS LEGALLY BINDING AND THAT I AM RELEASING MY LEGAL RIGHTS BY SIGNING BELOW

IF PARTICIPANT IS A MINOR (UNDER 21) HIS/HER LEGAL GUARDIAN MUST SIGN BELOW. IF THE GUARDIAN DOES NOT SIGN THIS FORM IN THE PRESENCE OF THE SHRED STAFF, THIS FORM MUST BE SIGNED BEFORE A COMMISSIONER OF OATHS e.g. POLICE STATION, POST OFFICE, ATTORNEY, and TEACHER WHO MUST ALSO SIGN AND STAMP BELOW.

PARTICIPANT'S NAME: _____

PARTICIPANT'S SIGNATURE DATE: _____

LEGAL GUARDIAN NAME: _____

GUARDIAN SIGNATURE: DATE: _____

(The legal guardian by his/her signature indemnifies the owner, the operator and RELEASEES and their respective employees and servants and undertakes to hold them harmless against any claim that may be instituted against any of them arising from the participation of the participant contemplated above, irrespective of the cause thereof.)