

Garden Route	Melrose	Centurion	Cape Town	Pretoria North	Garsfontein
Modderfontein	Stellenbosch	Pietermaritzburg	Casalinga	Hillcrest	Rustenburg

## INDEMNITY & DISCLAIMER FORM

Group: \_\_\_\_\_

In favour of Acrobranch Adventure Park CC and

Cape Farm Store (Pty) Ltd trading as Timberlake Organic Village	Constantia Nek Properties
Johannesburg City Parks and Zoo	Programme Critique (Pty Ltd) trading as Musaiek
The Big Red Barn	Plot 55, Garsfontein Rd, Pretoria East, Tierpoort, 0056
Corner of Valley Rd & Johannesburg Rd, Modderfontein	Joostenberg Farm and Winery
South African National Biodiversity Institute (SANBI)	Plot 328, Rocky Ridge Rd, Muldersdrift, 1739
Morewood Farm & Activity Centre	32 Donkerhoek Rd, Donkerhoek, 0300

(Collectively referred to as "the Organizers")

**Welcome to Acrobranch. Before you participate in any of the adventure park activities there are some important safety messages which we want you to understand. We ask that you please read this carefully as it concerns your safety and then sign this indemnity form as well as a separate dependents indemnity form.**

Acrobranch Adventure Park CC ("Acrobranch") provides adventure activities to the public which are considered to be extreme sports. This means that they **can be dangerous**, so you and your dependents, for which you may be a parent/guardian/person in loco parentis, need to **carefully follow the instructions** of the Acrobranch instructor **during training** as he assists you through the courses.

Acrobranch parks are open to the public and therefore we cannot police the park to make sure that your valuables are not stolen and/or damaged. Items like cell phones, wallets and jewellery should please be left in the boot of your vehicle as they can fall out or result in you getting hurt and you agree not to bring them along. You also agree not to hold us responsible if they get stolen or result in you getting injured. Acrobranch courses are built around trees and like with all trees, branches can sometimes break and fall off. Whilst we do check the trees regularly, we cannot control what happens with them (and you agree not to hold us responsible for this). Therefore please be careful and let us know if you notice anything unusual. We also cannot control what happens on the ground of the park as the park is open to the public. **Please keep a close eye on your children as they are completely your responsibility when they are on the ground!**

Since the park activities are **extreme sports** it is important that you and your dependents have no medical condition which would make it unwise for you or them to participate in our activities. If you are unsure whether you or your dependents should participate or not, please **DO NOT** ask our instructors – they are not doctors and cannot give you medical advice. Please contact your doctor and ask them for their advice instead. By signing this form you are declaring that:

- A) you are **not aware of any medical condition** (this includes a mental condition such as an extreme fear of heights);
- B) you are **not intoxicated** or under the influence of drugs, which could compromise your safety and the safety of your dependents and/or other participants;
- C) you are **aware of the physical conditions and risks** associated with your and your dependents participation in the park activities, which are impossible to eliminate by even the most prudent and careful planning and/or conduct of the Organisers;
- D) you **warrant that you and your dependents are in a fit state of mental and physical health** to withstand all of the physical conditions and risks associated with your and their participation in the park activities;
- E) you as well as your dependents will **comply with the instructions** of Acrobranch' employees and/or instructors;
- F) you are **aware of our 120 kg weight restriction**;
- G) you are **aware that climbing gloves are compulsory** for participants 7 years and older; not only for climbing, but also for hygiene purposes. Gloves are available for purchase at reception.

Because these types of activities are dangerous I agree to **indemnify** and hold harmless the Organizer's, and all of its members, shareholders, directors, employees and agents of any of them from **any and all claims** which you and/or your dependents may suffer as a result of being hurt or injured and/or a claim for suffering loss or damage to properties in any way whilst at Acrobranch and/or participating in these adventure activities, whether such claims arise in consequence of an act or omission by the Organizer's, its employees, agents, contractors or subcontractors or any other associate and whether such acts or omissions were negligent or not. You also agree that your dependents, for which you may be a parent/guardian/person in loco parentis, similarly cannot hold the Organizer's liable for any damages (whether direct or indirect) which they may suffer as a result of the park activities and/or as a consequence of an act or omission by the Organizer's, whether such acts or omissions were negligent or not.

Please write "No" in the space provided if you DON'T want us to contact you about our activities? .....

Full Name: \_\_\_\_\_ Email: \_\_\_\_\_

Cell Number: \_\_\_\_\_ Emergency Contact Name & Contact Number: \_\_\_\_\_

Address: \_\_\_\_\_

I hereby confirm that I have read and understood the declarations and agree to these terms and conditions

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**By signing this document below you agree to our full terms of indemnification.**

For details on how we protect your personal information under the Protection of Personal Information Act, No.4 of 2013 (POPIA), see our Privacy Policy at [www.acrobranch.co.za](http://www.acrobranch.co.za).



