



AT THE TURNING POINT

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 20 ____ (the "Effective Date").

By the representative of the Event namely _____ on behalf of (the "Event and all guests attending the event") at the "Venue" namely At The Turning Point (Pty) Ltd, a registered company with registration number 2024/167427/07 and operational address is 9 Clifford Road, Chancliff, Krugersdorp (the "Venue/Owner/Customer");

Participant's Name (Please print): _____ (the "Guest") Age: _____ (when applicable) and/or; Number of Guests when in a party _____ pax - (Guest List to be attached) Number of Minors _____ pax

In consideration for permitting the participant and/or guest to attend the events/function/team-building/conference/ other (please specify) _____ and partake in the "Event" on (date) _____ as a guest, staff member, agent, personnel member, other _____ (please specify) and/or directed by the relevant staff, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

1. Assumption of Risk: The undersigned hereby acknowledge and agree that they understand the nature of the "Event" and that guest/participant is in good health at the time of signature and may not pose a health threat to another. That there are certain unforeseen risks and dangers associated with the event; unknown to the venue and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, participation and attendance of the Event at the above location. That there is a swimming pool on the property and that guests are welcome to make use of this facility solely at their own discretion and risk.

No minors are allowed to be near the pool and/or open fires(bonfire) unsupervised at any time.

2. Release and Waiver: The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the " Venue/Owner/Customer" and its members / institutions, or any subdivision thereof, and each of them, their employees, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's/Guests visitation to the "Venue/Owner/Customer" during such Event, except for those caused by the wilful misconduct or intentional torts of the above parties, as applicable.

3. Indemnification and Hold Harmless: The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, participation in the "Event", except for those arising out of the wilful misconduct, or intentional torts of the above parties, as applicable.

4. Permission to Use Likeness/Name: The undersigned further agree to allow, without compensation, Participant's likeness, images and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting the business At The Turning Point (Pty) Ltd and/or its suppliers, including those of its representatives and licensees.

5. Permission to Use Likeness/Name: The undersigned further agree to allow, without compensation, Participant's likeness, images and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting the business At The Turning Point (Pty) Ltd and/or its suppliers, including those of its representatives and licensees.

6. Acknowledgment of Understanding: The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that a representative / they are signing this agreement freely and/or voluntarily and/or on behalf of their party, as indicated on the attached guest list.

Signature of Participant / Representative

Date _____

Signature of Parent/Guardian of Minors are to be granted individually with the details of the minor indicated and an initial next to the Clause 1 must be made.

The Parent/Guardian may be asked to leave the "Venue" should the minor be found unsupervised by an assigned parent/guardian within the pool area or that of an open fire

Signature of Parent/Guardian: _____ Name of the Minor: _____

Age of the minor if (under 18) _____ Date of Signature of Parent/Guardian: _____