

Terms & Conditions

Each person enters Wild Wild West Kids Play Park at his / her own risk. Please take extra care to look after your belongings as the owners, management and/or employees accept no responsibility for any damage, injury or loss of any nature sustained by a visitor, guest, contractor or any other person and / or their property, whilst visiting or using any of our facilities.

By visiting and / or using our facilities it is deemed that you have read, understood and accept these Terms and Conditions.

1. Right of Admission Reserved: Wild Wild West Kids Play Park reserves the right to refuse admission to those who they feel are unsuitable for the facilities. **2. Bad Behavior:** Threatening behavior, verbal abuse or violence will not be permitted. Anyone exhibiting this kind of behavior will be removed from the premises. **3. Injuries:** If you use our facilities, you do so entirely at your own risk. The owners, management and/or employees accepts no responsibility for personal injury - Please be careful! **4. Inherent Risk Factors and Assumption of Risk :** I understand and acknowledge that all facilities and activities of Wild Wild West Kids Play Park holds inherent risks, hazards and dangers that cannot be prevented regardless of the care exercised by Wild Wild West Kids Play Park. The Activities' risk, hazards and danger of severe bodily injuries that could result will vary, but may include (a) minor injuries such as scratches, bruises and sprains; (b) major injuries such as eye injury or loss of sight, fractures, joint or back injuries and concussions; and (c) catastrophic injuries, including but not limited to paralysis, disability, emotional distress, loss of services, monetary loss, property damage, and even death. Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein including risks arising from the negligence of other participant(s), I hereby declare that my participation or that of any Participant(s) under my care is voluntary and, by my acceptance of these terms and conditions, I (on behalf of myself and any Participant(s) in my care), knowingly assume all inherent risks of injury on behalf of myself and any Participant(s) under my care while on the premises, and I hereby surrender and waive any rights to charge or exercise any legal right to claim damages against Wild Wild West Kids Play Park, including corporate partners and owners, directors, board members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, and owners/operators of the premises (hereafter referred to as the **Protected Parties**). **5. Waiver of Liability:** 5.1 In consideration of permission for any Participant(s) in my care to participate in Wild Wild West Kids Play Park's activities, or for my observation of Participant(s) in the care of other adults, as applicable, today and on all future dates, I, the undersigned, on behalf of myself and the Participant(s) and our respective heirs, representatives, spouse, heirs, children, executors, administrators, successors and assigns (hereafter referred to as the **Releasing Parties**) do hereby waive, release, pledge not to sue and discharge the Protected Parties from any and all claims, demands, actions, damages, liability, cost or expense, of any nature, including attorneys' fees, which are related to or arise out of or are in any way connected to the participation or use by me or any Participant(s) in my care of the equipment or facilities made available by Wild Wild West Kids Play Park, or my participation or that of any Participant(s) in my care in any activities while on the premises of Wild Wild West Kids Play Park including, but not limited to, those arising from the ordinary negligence of the Protected Parties (this should not be construed to waive claims of gross negligence, reckless conduct, willful conduct, or intentional acts). 5.2 I specifically understand that I am releasing, discharging and waiving any claims or actions that the Releasing Parties may have presently or in the future for the negligent acts or other conduct by the protected parties, on my own behalf and on behalf of the other Releasing Parties, including any Participant(s) in my care. This agreement applies to a) personal injury (including wrongful death, loss, disability and/or death) to Participant(s), to myself, or to my spouse from incidents or illnesses arising directly or indirectly from the participant(s)' participation in activities, including, but not limited to: parties, special events, and recreational play; while as a participant, observer or spectator; and individual use of all facilities, and to b) any and all claims resulting from the damage to, loss of, or theft of property. This agreement applies to all facilities, equipment, and the premises including the associated sidewalks, restrooms and party rooms owned and/or operated by Wild Wild West Kids Play

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6. Indemnification : I, the undersigned, agree to hold harmless, defend, and indemnify the Protected Parties from any and all claims of Releasing Parties or others acting on my behalf or on behalf of any Participant(s) in my care, arising from participation in Wild Wild West Kids Play Park’s activities (including, but not limited to, those arising from the inherent risks of the activity or the ordinary negligence of Protected Parties). I further agree to hold harmless, defend, and indemnify Wild Wild West Kids Play Park against any and all claims of co-participants, rescuers, and others arising from the conduct of me or any children in my care in the activities offered by Wild Wild West Kids Play Park.

7. Clarifying Clauses: I, the undersigned, hereby confirm and agree as follows: 7.1 The aforesaid Assumption of Risk, Waiver of Liability and Indemnification is intended to be as broad and inclusive as is permitted under the laws of the Republic of South Africa, and if any portion thereof is held to be invalid, it is agreed that the balance and remainder shall continue in full legal force and effect. Prior to signing this Agreement, I was provided with an opportunity to ask all questions that I had about the facilities and activities of Wild Wild West Kids Play Park; 7.2 This agreement supersedes any and all previous oral or written undertakings or agreements. I understand that this is the entire agreement between myself and Wild Wild West Kids Play Park and that it cannot be modified or changed in any way by representations or statements by any agent or employee of Wild Wild West Kids Play Park.

8. Acknowledgements to Promote Participant(s) Safety: These affirmations aid Wild Wild West Kids Play Park in providing for the health and safety of the participant(s)

8.1 Health Status: I, the undersigned affirm that the participant(s) in my care possess no health problems or physical disabilities that would make participation unwise or risk injury and that that the participant(s) in my care possess sufficient skills, coordination, and fitness to safely participate.

8.2 Medical Care: I, the undersigned: -a) Authorize the use of first aid by Wild Wild West Kids Play Park if its’ staff deems it necessary; b) Authorize the use of CPR by Wild Wild West Kids Play Park if its’ staff deems it necessary; c) Authorize the use of an Automated External Defibrillator (when available), should Wild Wild West Kids Play Park’s staff deem it necessary; d) Authorize Wild Wild West Kids Play Park to procure emergency medical care and transport if deemed necessary; e) Accepts liability for all costs of emergency and/or medical care and transportation.

8.3 Rules and Safety: I, the undersigned agree: a) to explain these terms and conditions to any Participant(s) in my care and instruct the Participant(s) to follow them; b) To report all injuries (even minor injuries) so that Wild Wild West Kids Play Park may record the injury; c) if I observe any hazard during participation, I will immediately bring it to the attention of the nearest employee; d) that Wild Wild West Kids Play Park has the right and authority to halt any participation if it endangers others; e) the non-compliance with these terms and conditions may result in termination of a visit without refund; f) that Wild Wild West Kids Play Park requires that a parent or legal guardian take an active role in supervising the Participant(s) in their care during play; and g) to monitor and supervise any Participant(s) in my care during play.

Acknowledgment of Understanding - By attaching my signature hereto I declare that I have read and understand the terms and conditions contained in this document as being binding in its entirety and I shall not raise the exception of no knowledge to any clause contained herein, nor shall I challenge the rights and obligations that arise as a consequence of this agreement.

Full names:.....

Address:

Identity Number: Contact Number:

Email:..... Signed

Name of Medical Aid:.....Number :.....

Medical details, e.g. allergies, epilepsy, tendency towards any abnormal bleeding:

Medication presently being taken:

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