



## DISCLAIMER, WAIVER, AND RELEASE OF LIABILITY

### 1. Introduction

Welcome to Sunnypark Langebaan (hereafter referred to as "the Park"). We are committed to ensuring a safe and enjoyable experience for all our guests. By entering the Park, you agree to the terms and conditions set forth in this Disclaimer, Waiver, and Release of Liability. Please read this document carefully.

### 2. Assumption of Risk

2.1. Inherent Risks: I acknowledge that participation in activities at the Park involves inherent risks, including but not limited to physical activity, interaction with animals, use of Amusement rides and attractions, and exposure to natural and man-made hazards. I voluntarily assume all such risks, including the risk of personal injury, death, or property damage.

2.2. Physical Condition: I understand that certain activities may not be suitable for individuals with certain medical conditions or physical limitations. I affirm that I am in good health and capable of participating in activities at the Park.

### 3. Waiver and Release of Liability

3.1. Non-Negligent Acts: I understand and agree that the Park, its owners, operators, agents, employees, and affiliates (collectively referred to as "the Released Parties") are not liable for any injuries, damages, or losses arising from my participation in Park activities, except where such injury, damage, or loss is caused by the negligence or wilful misconduct of the Released Parties.

3.2. Negligence Exclusion: To the fullest extent permitted by law, I hereby release, waive, and discharge the released Parties from any and all liability, claims, demands, actions, or causes of action that I may have for injuries or damages arising out of or in any way connected to my participation in Park activities, including but not limited to claims arising from the nonnegligent acts of the Released Parties.

### 4. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from any and all claims, damages, losses, liabilities, and expenses (including attorneys fees) arising out of or in connection with my participation in Park activities, except to the extent that such claims arise from the negligence or wilful misconduct of the Released Parties.

### 5. Miscellaneous

5.1. Jurisdiction: This Disclaimer, Waiver, and Release of Liability shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising from this agreement shall be resolved in the courts of South Africa.

5.2. Severability: If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.3. Acknowledgment: By signing below, I acknowledge that I have read and understood this Disclaimer, Waiver, and Release of Liability, and agree to be bound by its terms. I am aware that by signing this document, I am waiving certain legal rights, including the right to sue the Released Parties for non-negligent acts.

Dated at Langebaan on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

X Name in print \_\_\_\_\_ X Signature \_\_\_\_\_

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Under 18's: Guardian's Signature    Signature \_\_\_\_\_

Name in print \_\_\_\_\_

Name in print \_\_\_\_\_

Name in print \_\_\_\_\_