



INDEMNITY & WAIVER OF LIABILITY

CAPE TOWN SURF SCHOOL (Pty) Ltd

By signing this document, I, the undersigned participant, or the parent/legal guardian of a minor participant, acknowledge and agree to the following terms in favour of **Cape Town Surf School (Pty) Ltd**, its directors, shareholders, employees, instructors, contractors, agents, volunteers, sponsors, partners, affiliated entities, and associated venues (“the Released Parties”):

1. ASSUMPTION OF RISK

I acknowledge that surfing and related activities take place in a **natural, dynamic, and unpredictable ocean environment**, where conditions may change rapidly and without warning.

I understand that ocean and environmental conditions, including but not limited to:

- Waves and swell
- Rip currents
- Wind and changing weather
- Tides and water movement
- Fog, mist, or reduced visibility

may change at any time, increasing the level of risk.

I further acknowledge that participation in ocean activities may involve **exposure to marine life**, including but not limited to:

- Jellyfish and other stinging organisms
- Fish and other sea life
- Seals and other marine animals, including the risk of bites or aggressive behaviour

I understand that such encounters are **unpredictable and beyond the control** of Cape Town Surf School (Pty) Ltd.

I further acknowledge that reduced visibility (including fog or mist) may limit the ability to see instructors, hazards, or changing conditions.

I understand that, while Cape Town Surf School (Pty) Ltd provides safety briefings, supervision, and guidance, **not all risks can be eliminated**.

I voluntarily assume all risks, whether known or unknown, and accept full responsibility for my participation.

2. WAIVER, RELEASE & INDEMNITY

To the fullest extent permitted by law, I hereby waive, release, indemnify, and hold harmless the Released Parties from any and all claims, liabilities, damages, losses, or expenses of any kind (including legal costs), arising out of or in connection with:

- My participation (or that of any minor for whom I sign)
- Injury, illness, disability, or death
- Loss or damage to personal property
- Transportation to or from any activity
- Any act or omission, including negligence, on the part of the Released Parties

This clause applies to **ordinary negligence**, to the maximum extent permitted by law.

3. HEALTH, FITNESS & SWIMMING DECLARATION

I confirm that:

- I am physically and medically fit to participate
- I am able to swim and am comfortable in open water conditions (minimum ___ metres unassisted)
- I do not suffer from any condition that may place myself or others at risk

- I will inform Cape Town Surf School (Pty) Ltd of any relevant medical condition
 - I will not participate under the influence of alcohol or drugs
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4. COMPLIANCE WITH INSTRUCTIONS

I undertake to:

- Follow all instructions given by instructors at all times
- Attend and adhere to all safety briefings
- Use equipment correctly
- Act responsibly and not endanger myself or others

I acknowledge that **all instructor decisions regarding safety are final and binding.**

Cape Town Surf School (Pty) Ltd reserves the right to refuse or discontinue participation if safety is compromised.

Failure to comply may result in **immediate removal from the activity without refund.**

5. SAFETY BRIEFING ACKNOWLEDGEMENT

I confirm that I have received and understood a **safety briefing prior to entering the water**, including:

- Ocean conditions
 - Potential hazards
 - Safety procedures
 - Instructor guidance
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6. EMERGENCY MEDICAL CONSENT

I authorize Cape Town Surf School (Pty) Ltd to arrange emergency medical treatment if necessary.

I accept full financial responsibility for any medical or related costs incurred.

I understand that first aid provided is basic and does not replace professional medical care.

7. INSURANCE ACKNOWLEDGEMENT

I acknowledge that Cape Town Surf School (Pty) Ltd maintains public liability insurance.

I understand that failure to follow safety instructions or procedures may increase risk and may affect any claims.

8. MEDIA CONSENT

I grant permission to **Cape Town Surf School (Pty) Ltd** to take photographs and/or video recordings of me (or any minor participant for whom I am responsible) during surf lessons and related activities.

I further grant permission for such content to be used for:

- Social media platforms (including but not limited to Facebook, Instagram, TikTok, and website content)
- Marketing, advertising, and promotional purposes

I understand that:

- No compensation will be payable for the use of such content
- Images and videos may be edited for marketing purposes
- Cape Town Surf School (Pty) Ltd will not use such content in a harmful, misleading, or inappropriate manner

I understand that I may request, in writing, that specific images or content of myself be removed where reasonably possible.

9. USE OF PERSONAL INFORMATION (POPIA)

I consent to the collection and use of my personal information for operational purposes and communication in accordance with the Protection of Personal Information Act (POPIA).

10. PERSONAL BELONGINGS

I am responsible for my personal belongings. Cape Town Surf School (Pty) Ltd is not liable for loss, theft, or damage to personal items.

11. TRANSPORT DISCLAIMER

Any transport arranged is undertaken at my own risk. Cape Town Surf School (Pty) Ltd is not a transport provider and accepts no liability in this regard.

12. SESSION CANCELLATION & CONDITIONS

I acknowledge that lessons may be cancelled or rescheduled due to weather, ocean conditions, or instructor availability.

I agree to the surf school's rescheduling policy.

13. PRIOR REVIEW & VOLUNTARY AGREEMENT

I confirm that:

- I have received, read, and understood this indemnity prior to participation
 - I have had the opportunity to ask questions
 - I enter into this agreement voluntarily
 - I understand that I am waiving certain legal rights
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14. MINORS

Where I sign on behalf of a minor:

- I confirm that I am the parent or legal guardian
 - I accept all risks on behalf of the minor
 - I agree to be bound by this indemnity in my personal capacity
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15. GOVERNING LAW & SEVERABILITY

This agreement shall be governed by the laws of the **Republic of South Africa**.

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

16. DELIVERY & SIGNING OF INDEMNITY

I acknowledge that this indemnity document has been provided to me in advance via electronic communication (including WhatsApp) to allow sufficient time for review and understanding prior to participation.

I further acknowledge that I will be required to sign a physical indemnity on the day of the lesson, confirming my agreement to its terms.

SESSION CONDITIONS (To be completed before signing)

Date: _____

Time: _____

Location: _____

Wave Size: _____

Wind Conditions: _____

Tide: _____

Weather: _____

Instructor Name: _____

ACKNOWLEDGEMENT OF CONDITIONS

I acknowledge that I have been informed of the ocean conditions on the day of the lesson and understand that such conditions may change at any time.

PARTICIPANT DETAILS

Full Name: _____

ID Number: _____

Contact Number: _____

Emergency Contact Name: _____

Emergency Contact Number: _____

SIGNATURE

Participant Signature: _____

Date: _____

FOR MINORS (UNDER 18)

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Relationship to Minor: _____