WAIVER AND INDEMNITY AGREEMENT

FACILITY USE AND PARTICIPATION TERMS

IMPORTANT NOTICE:

This is a legal document which requires your attention. By signing below, you confirm that you have read and understood the terms herein. You acknowledge that you are voluntarily waiving certain legal rights, including the right to claim damages or institute legal action against IPIC PLAY (as defined below), whether on your own behalf or on behalf of a minor child or ward under your care.

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1. DEFINITIONS

For purposes of this Agreement, **"IPIC PLAY"** shall refer to **IPIC Active (Pty) Ltd t/a IPIC PLAY**, including its parent companies, subsidiaries, affiliates, shareholders, owners, directors, officers, employees, agents, volunteers, insurers, independent contractors, facility operators, property owners, and any other persons acting on its behalf or under its authority.

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2. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

By my signature below I understand and acknowledge that participation in any IPIC PLAY activities or use of its facilities involves **inherent and potential risks**, including but not limited to bodily injury, illness, disability, property damage, or death. I voluntarily assume full responsibility for all risks, both known and unknown, arising from such participation, on behalf of myself and/or any minor child(ren) or ward(s) under my care.

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3. WAIVER AND RELEASE OF LIABILITY

I hereby unconditionally and irrevocably waive, release, acquit, and forever discharge IPIC PLAY from any and all claims, demands, actions, liabilities, costs, expenses, or damages (whether in law or in equity) which I or my minor child(ren)/ward(s) (including but not limited to parents, spouse, legal partner, guardians, heirs, assigns, personal representatives and estate and all other persons or entities who could in any way represent me or act on my behalf) may now or in future have against IPIC PLAY, arising out of or related to participation in any activities, use of the premises, or presence at IPIC PLAY facilities.

This waiver applies **regardless of whether such claims arise from acts of negligence, omission, or fault on the part of IPIC PLAY to the fullest extent as allowed by law**.

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4. INDEMNITY

I further agree to **indemnify, defend and hold harmless** IPIC PLAY from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable legal and attorney fees) incurred in connection with any of the events listed under **inherent and potential risks** referred to in 2 above, caused by:

4.1. Me or my child(ren)/ward(s) to third parties or to the property of third parties;

4.2. Third parties to me or my child(ren)/ward(s) or my and my child(ren)'s/ward(s)' property.

4.3. Any breach of this Agreement.

5. LEGAL COSTS AND INTEREST

Should IPIC PLAY be required to enforce this Agreement or recover any amounts due, I agree to be liable for all associated legal costs and disbursements on an attorney-and-client scale. Any debt due will accrue interest at **18% per annum**, pre- and post-judgment.

6. MEDIA RELEASE

I grant IPIC PLAY the right to **photograph, film, and otherwise record** me and/or my child(ren)/ward(s) while on the premises, and to use such materials for **security purposes**, in the case of an incident or emergency, without compensation or prior approval.

7. DURATION AND CONTINUING EFFECT

This Agreement shall remain in full force and effect for **each and every visit** by me or my child(ren)/ward(s) to any IPIC PLAY facility, including future locations or expansions, unless and until revoked in writing and acknowledged in writing to myself by IPIC PLAY.

8. COMPLIANCE WITH RULES

I agree to comply with all rules, policies, safety procedures, and instructions as communicated by IPIC PLAY staff or representatives. I undertake to ensure my child(ren)/ward(s) also comply with the same at all times.

9. JURISDICTION AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **Republic of South Africa**. I consent to the exclusive jurisdiction of the courts located in **Cape Town** for the resolution of any dispute arising under or in connection with this Agreement.

10. SEVERABILITY

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, such provision shall be severed, and the remainder of the Agreement shall remain in full force and effect.

11. POPIA

In accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA"), IPIC Active (Pty) Ltd is committed to protecting your privacy and the confidentiality of your personal information. By submitting your membership application, you consent to the collection and processing of personal data including, but not limited to, your name, ID number, contact details, address, emergency contacts, and banking information. This information is collected lawfully and with your consent and will be used solely for the purposes of administering your membership, processing payments, providing relevant communications, ensuring compliance with legal obligations, and for internal operational purposes. Where you have consented, we may also use your details to inform you of new services or promotions offered by IPIC Play.

Your personal information will be stored securely and accessed only by authorised personnel. We undertake not to sell your data or share it with third parties, except where required by law or where necessary for operational or service purposes, such as with payment processors, our management company, or legal authorities. We implement appropriate safeguards to protect your data from loss, misuse, or unauthorised access.

You have the right to access, correct, or update your personal information at any time, to withdraw your consent, and to lodge a complaint with the Information Regulator if you believe your rights have been infringed. For any POPIA-related queries or to exercise your rights, please contact us at info@ipicactive.co.za or visit us at Unit 28, 1st Floor, IPIC Shopping Centre, Aurora, Durbanville, 7550.

12. ARMBAND USAGE AND LOSS LIABILITY

All guests are issued a time-regulated armband upon entry, which monitors and controls the duration of the play session. The armband will begin flashing once the allotted play time has expired and must be returned to IPIC Play staff immediately upon session completion. The armband remains the property of IPIC Play at all times. In the event that a guest fails to return the armband due to loss, damage, or negligence, the guest (or the parent/legal guardian if the guest is a minor) agrees to be held liable for a replacement fee of **R300.00 (three hundred rand)**, payable on the day of the incident. By participating in any activity within IPIC Play, you acknowledge and accept responsibility for the issued armband and the associated fee in the event of non-return.

13. ACKNOWLEDGEMENT OF UNDERSTANDING

I confirm that I am over the age of 18, and that I have read and fully understood the terms and legal consequences of this Agreement. I have had the opportunity to seek independent legal advice or have voluntarily chosen not to do so. I acknowledge that this Agreement is binding on myself, my spouse, my heirs, parents and legal guardians of any ward, assigns, executors, and legal representatives.

I understand that my **typed name or signature and submission** of this form shall constitute a legally binding signature and result in an Agreement between myself and IPIC PLAY.

FULL NAME: Kirsten Weigh

ID NUMBER: 9705220166081

SIGNATURE: _____ 

DATE: 2026/11/01

Personally, and/or being the parent/legal guardian of

Personal name, Isla

Birthdate of the child - dd/mm/year: 2022/11/01

Personal name,

Birthdate of the child - dd/mm/year:

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