

ASSUMPTION OF RISK AND WARNING OF RISK, WAIVER AND RELEASE OF CLAIMS ("AGREEMENT")

In this Agreement:

De Rust Estate (Pty) LTD means both De Rust Estate (Pty) Ltd and Paul Clüver Wines (Pty) Ltd.

Activities means all activities located on the premises at De Rust Estate (Pty) LTD, including but not limited to, Paul Clüver mountain bike trails, Paul Clüver Children Pump track, Bike Shower's, hiking or running or walking trails, Dam usage or activities, Bird Watching, Amphitheatre, Wine Tasting Room, Restaurant, Venue hiring or usage or any other activities at De Rust Estate (Pty) Ltd, or activities or trails not on the premises of De Rust Estate (Pty) Ltd, but forming part of or introduced by De Rust Estate (Pty) Ltd. Activities include accessing and crossing the De Rust Estate (Pty) Ltd property.

I, the undersigned

Full Name: _____ **ID/Passport number:** _____

Address: _____

hereby acknowledge that I am older than 18 years, that I have full capacity to contract, and / or that I am the parent or legal guardian of the minor child(ren), see names below ("**the minor**").

I HAVE READ AND ACCEPTED THE TERMS AND CONDITIONS THAT APPLY TO ALL USERS OF THE ACTIVITIES AND CONFIRM THAT MY USE OF THE ACTIVITIES WILL BE SUBJECT TO SUCH TERMS AND CONDITIONS.

In consideration of being allowed to use the Activities I acknowledge, covenant and agree that –IN THE USE OF THE ACTIVITIES IS SIGNIFICANT including, but not limited to the following –sprains, strains, fractures, burns, cuts and tears, bruises, heat and cold injuries, drowning and near-drowning, over-use syndrome, accidents and/or injuries involving vehicles, animal and/or insect bites and or/stings, poisonous snakes or bugs, contact with poisonous plants, accidents and/or injury involving, but not limited to falling, slipping, sliding, running, heart attack, potential for permanent paralysis and/or death, illness, those risks created by other users of the Activities, those risks due to defects or conditions of the Activities;

- 1 AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE ACTIVITIES, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks of all nature for my participation in Activities.
- 2 I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE De Rust Estate (Pty) LTD and their officers, directors, members, managers, representatives, officials, principals, owners, licensees, franchisees, agents and/or employees, subsidiaries and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers and if applicable, owners and lessors of the premises used to conduct the Activities (collectively "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, ILLNESS, INCAPACITY, DAMAGES, EXPENSES, DEATH, and/or loss or damage to person or property incurred by me in connection with participation in the Activities. I further agree to indemnify, defend and hold harmless the Releasees from any loss, liability, cost, claim and/or damages arising from my participation in or association with the Activities.
- 3 I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Activities and that I am physically fit and sufficiently trained to participate in all activities associated with the Activities. My participation in the Activities is entirely voluntary. I further certify and represent that on the date of the Activities I will possess and be covered by medical/health insurance, individually or as part of an organization. I understand and agree that children under the age of 18 are not permitted to participate or accompany me in the Activities unless a parent or guardian signs a waiver on their behalf and if no signature is obtained I assume full and complete liability and this Agreement extends to such minor's participation.
- 4 I consent to administration of first aid and other medical treatment and transportation in the event of any injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment. This release extends to any liability arising out of, or in any way connected with the medical treatment and/or transportation.
- 5 The Activities may be postponed, cancelled, or be modified due to weather conditions, Acts of God or other factors beyond the control of any Releasee. There is no refund granted.
- 6 I acknowledge and verify that I may be dismissed from participation, without refund, if I endanger the safety or negatively affect the Activities, a person, a facility or property of any type or kind.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION AND WARNING OF RISK AGREEMENT, I DO FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I UNDERSTAND THERE ARE NO REFUNDS.

Participant Name (Printed)

Participant Signature

Date

MINORS: IF UNDER 18 -SIGNATURE OF PARENT OR GUARDIAN REQUIRED

I, the undersigned hereby certify, warrant and represent that I am the legal parent or guardian of the following minor(s), and that after fully informing myself regarding the nature and risks of the activities, I give my permission for the minor(s) to participate in the same and by my signature below, I fully ratify, accept and agree to all of the terms of the above agreement for both myself individually, on behalf of the minor(s) and as a legal parent or guardian of the minor(s).

_____	_____
_____	_____
_____	_____
_____	_____

Name

Age

Parent/Guardian Name (Printed)

Parent/Guardian Signature

Date

Mobile

Email