

THESE TERMS AND CONDITIONS MAY LIMIT YOUR RIGHTS CREATE PLAN B T/A ELEVATE ACTION CENTRE

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the services and amenities provided by CREATE PLAN B (PTY) LTD (Reg # 2015/082198/07) Trading as ELEVATE ACTION CENTRE / ELEVATE PARK ("The Centre") and of the permission granted by The Centre to use The Centre's property, facilities, and services and to participate in trampoline court activities, climbing activities, go-karting and all other exercise and amusement activities at The Centre "The Activities"), I, on behalf of myself and on behalf of my child or children and any other minors currently under my care and/or authorised person to act in loco parentis as listed below ("The Minors"), agree to the following terms and conditions:

1. This document affects legal rights. I understand that this document affects my legal rights and the legal rights of The Minors, and that by signing below I acknowledge that I have read and understood the disclosure of risks, voluntarily accept those risks, and agree to be bound by and to bind all The Minors to all the terms and conditions of this agreement.
2. General Release and Waiver of Liability. In consideration of the services provided by The Centre and of the permission granted by The Centre to use The Centre's property, facilities, and services and to participate in The Activities, I, for myself and on behalf of my spouse, children, wards, and other dependents, heirs, assigns, personal representatives and next of kin (the "Releasing Parties"), voluntarily release and forever discharge and agree not to sue The Centre or its agents, employees, members, managers, shareholders, officers, directors, principals, volunteers, participants, insurers, facility operators, lessors, successors, assigns, equipment suppliers or manufacturers, landlord/s, service providers, trainers, intellectual property holders, or any other persons or entities acting in any capacity on The Centre's behalf (hereinafter collectively referred to as the "Protected Parties") from liability for any claims connected with or arising from my or The Minors' participation in The Activities or use of The Centre facilities, including, to the extent allowed by law, any such claims which allege negligent acts or omissions by or of any of the Protected Parties.
3. I understand that this release of liability will prevent any of the Releasing Parties, including me and The Minors, or my Insurers from bringing any lawsuit or making any claim for personal injury, damages or death connected with participating in The Activities or using The Centre facilities.
4. Acknowledgement of Risks. I understand that my participation and the participation of The Minors in The Activities involve known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to me, to The Minors, or to third parties. Such risks (the "Risks") include, but are not limited to:
 - 4.1 the risks inherent in The Activities, including slipping and falling, collisions with fixed objects and/or other participants, falling off equipment, failure of equipment, over-exertion, double bouncing, failed attempted jumps and stunts, and sustaining fractures or lacerations or contracting any illnesses from contact with persons, equipment and/or flooring surfaces and/or any other items in The Centre;
 - 4.2 the grossly negligent acts or omissions of the Protected Parties;
 - 4.3 defects in The Centre or any of its facilities;
 - 4.4 improper or inadequate instruction or supervision regarding The Activities or use of The Centre facilities;
 - 4.5 the behaviour of other participants in The Activities and/or people visiting The Centre;
 - 4.6 accidents or incidents in The Centre facilities; and
 - 4.7 first aid, emergency treatment or services rendered or failed to be rendered by the Protected Parties.

5. I understand that possible injuries include, but are not limited to, bruises, sprains, scrapes, contusions, lacerations, broken bones, eye injuries, torn ligaments, joint injuries, weakening of growth plates, stunted growth following fractures, internal injuries, brain injuries and concussions, permanent disabilities, broken back, broken neck, paralysis, heart attack, and death.
6. I understand and acknowledge that the above lists are not complete or exhaustive, and that other known or unknown risks may also result in injury, death, illness or damage to me, to The Minors or to my or their property.
7. I understand and acknowledge that it is The Centre's policy that its participants review their safety rules which covers some but not all of the Risks related to The Centre upon each visit to The Centre, and I agree that both I and The Minors will adhere to the safety rules.
8. Assumption of Risks. After being fully informed of the above and understanding the fact, nature and effect of this Agreement, I, on my own behalf and, to the fullest extent allowed by law, on behalf of all Releasing Parties and The Minors, expressly agree and promise to accept and assume all known and unknown risks associated with participation in The Activities and use of The Centre's facilities, including the Risks listed above, and I voluntarily elect to participate and to allow The Minors to participate in The Activities and use The Centre's facilities.
9. I understand and agree that there are certain risks inherent in The Activities that cannot be avoided or eliminated, and that by signing this Agreement, I am giving up my right, the right of The Minors and any of the Releasing Parties, to recover from the Protected Parties in a lawsuit or other proceeding for any damages, including personal injury or death to me or The Minors, that results from such risks. I understand that I have the right to refuse to sign this Agreement, and The Centre has the right to refuse to let me or The Minors participate if I do not sign this Agreement.
10. Indemnification Agreement. To the extent permitted by law, I hereby irrevocably agree to hold harmless, indemnify and defend the Protected Parties from and against any and all claims, losses, actions, proceedings, costs, expenses, damages, settlement amounts and liabilities (including claims brought by any of the Releasing Parties or Minors) and any and all costs and expenses in connection therewith, including attorneys' fees and costs of investigation (collectively the "Claims"), arising out of or connected with my or The Minors' participation in The Activities or use of The Centre's facilities, regardless of whether the Claims are the result of the grossly negligent acts or omissions of myself, The Minors, the Protected Parties, or third parties, including other participants in The Activities. Such indemnity obligation shall include, but not be limited to, any claim, action or proceeding that alleges that I or The Minors negligently or intentionally caused any injury, death or damage to other participants in The Activities or other third parties at The Centre.
11. Release of Rights to Audio, Video and Photographic Images. I understand and agree that I hereby grant The Centre on behalf of myself and The Minors the irrevocable right and permission to photograph and/or record me or The Minors in connection with The Activities and The Centre and to use the resulting photographic images, audio or video for the purposes of monitoring The Activities conducted at The Centre, including for Advertising, Marketing, Safety and Security purposes. I understand and agree that The Centre is entitled to retain such photographs and recordings for a reasonable period after my and/or The Minors attendance at The Centre.

12. Certifications. In order to assist The Centre in effectively providing for my safety and the safety of The Minors, I hereby certify and warrant that:
 - 12.1 I have no knowledge of any health problems that would cause participation in The Activities to negatively impact my health or the health of The Minors;
 - 12.2 I and The Minors possess a sufficient level of physical fitness and skill to safely participate in The Activities, and neither I nor The Minors have any pre-existing physical or medical conditions that might be impacted or worsened by the use of The Centre or any of its facilities, including but not limited to pregnancy, orthopedic problems, back problems, heart problems, or breathing problems;
 - 12.3 I will not use or allow The Minors to use The Centre while any of us are under the influence of any drugs, alcohol or medications that may impair our physical activities or judgment;
 - 12.4 I agree to follow (and cause The Minors to follow) all safety rules of The Centre and to alert The Centre staff to any rules violations or dangerous behavior of other participants;
 - 12.5 I understand that my or The Minors' failure or refusal to abide by the safety rules of The Centre or by instructions and directions of Centre staff can lead to the immediate revocation of my or The Minors' right to use The Centre, without any right to the refund of any payments made;
 - 12.6 I will notify Centre staff before I or The Minors participate in Activities if any of us have been diagnosed with behavioural disorders or are taking any behaviour modification medications;
 - 12.7 I will inform Centre staff immediately if I or The Minors feel any unusual discomfort while participating in The Activities and will immediately stop (or cause The Minors to stop) participation in The Activities;
 - 12.8 I am aware that Centre staff may need to end my or The Minors' participation in The Activities if my or The Minors' actions present a danger to myself or others.
 - 12.9 I hereby authorise The Centre staff to administer emergency first aid and Cardiopulmonary resuscitation ("CPR") to myself and to The Minors when deemed necessary by The Centre staff and hereby irrevocably indemnify and hold The Centre and the Protected Parties harmless against all liabilities, claims, losses and damages of whatsoever nature and howsoever caused which I or The Minors' may suffer or sustain as a direct or indirect result of The Centre staff administering such emergency first aid and/or CPR;
 - 12.10 I hereby authorise The Centre staff to secure emergency medical care and/or transportation, if deemed necessary by Centre staff, and I agree to assume all costs of such emergency medical care and transportation and hereby irrevocably indemnify and hold The Centre and the Protected Parties harmless against all liabilities, claims, losses and damages of whatsoever nature and howsoever caused which I or The Minors' may suffer or sustain as a direct or indirect result of any and all emergency medical care or transportation;
 - 12.11 I hereby acknowledge that The Centre encourages each participant at his/her own cost to obtain medical clearance prior to participating in The Activities; and
 - 12.12 I declare that I have adequate insurance to cover any injury or damage I and The Minors may cause or suffer while participating in The Activities, or if not, I agree to bear the costs of such injury and damage to myself, The Minors and any person that I enter onto The Centre with my waiver form.
13. Term of Agreement. I understand that this agreement shall continue and will be in full force and legal effect each and every time I or The Minors visit The Centre, whether at the current location or any other location or facility. I agree that The Centre may require me or The Minors to sign a new agreement at any time as a requirement for my participation or the participation of any of The Minors in The Activities, including when The Minors reach the age of 18 years.
14. Attorney's Fees. I hereby irrevocably indemnify The Centre for any attorneys' fees and costs incurred by The Centre to enforce this agreement, including without limitation costs associated with any collection efforts. If The Centre obtains a judgment against me pursuant to this agreement, pre-judgment and post-judgment interest shall accrue thereon at the maximum amount allowed by law.

15. I hereby consent to Create Plan B T/A Elevate Centre using the personal information which I provided in person or online (which may include contact details, demographic, geographical information and transactional records) for the purposes of performing the services which I am requiring. This information may be utilised to assess, promote and provide appropriate products / services tailored to meet my needs and may include communication, confirmation, recording and reporting of information; obtained and shared with third parties including related industry service providers, Insurers (where applicable) and IT service providers, both local and international.
- 15.1 I understand that The Centre endeavours to collect, process, manage, store, communicate and dispose all personal information responsibly and in accordance with applicable legislation.
- 15.2 I acknowledge that keeping my data up to date will assist The Centre providing a positive customer experience.
16. Governing Law; Venue; Dispute Resolution.
Governing law. This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.
17. Mediation and arbitration. This clause is a separate, divisible agreement from the rest of this Agreement and shall:
- 17.1 not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of the Agreement and not to this clause 10. The Parties intend that any such issue shall at all times be and remain subject to arbitration in terms of this clause;
- 17.2 remain in effect even if the Agreement terminates or is cancelled.
- 17.3 I agree and acknowledge that any claim or dispute arising from or related to this agreement or the relationship of the parties in any respect thereto shall first be submitted to mediation, and that engaging in such mediation is a condition precedent to bringing any claim against The Centre arising from or related to this agreement. If the Parties are unable to agree on a mediator or to resolve any dispute by way of mediation within 14 days of any Party in writing requesting that the dispute be resolved by mediation, then the dispute may be submitted to and decided by arbitration.
18. Appointment of arbitrator. The Parties shall agree on the arbitrator who shall be an attorney or advocate on the panel of arbitrators of the Arbitration Foundation of Southern Africa ("AFSA"). If agreement is not reached within 10 days after any party calls in writing for such agreement, the arbitrator shall be an attorney or advocate nominated by the Chairman of AFSA for the time being. The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Party concerned is aware and, if desired, suggesting suitable nominees for appointment as arbitrator, and a copy shall be furnished to the other Parties who may, within 7 days, submit written comments on the request to the addressee of the request with a copy to the first party.
19. Venue and period for completion of arbitration. The arbitration shall be held in Johannesburg and the parties shall endeavor to ensure that it is completed within 90 days after notice requiring the claim to be referred to arbitration is given.
20. Arbitration Act - rules. The arbitration shall be governed by the Arbitration Act, 1965, or any replacement Act and shall take place in accordance with the Commercial Arbitration Rules of AFSA.
21. Application to court for urgent interim relief. Nothing contained in this Agreement shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration. In this regard, the parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg for any proceedings arising out of or in connection with this Agreement.
22. Entire agreement. This Agreement contains all the provisions agreed on between the undersigned and The Centre with regard to the subject matter of the agreement and supersedes and novates in its entirety any previous understandings or agreements between the undersigned and The Centre in respect thereof, and the undersigned

waive their rights to rely on any alleged provision not expressly contained in this Agreement.

23. Severability. Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (ie pro non scripto) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. I understand and agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the Republic of South Africa and that if any portion thereof is held to be invalid by a competent court, the remainder of the agreement will remain in effect and will continue in full legal force and effect.
24. Effect of Agreement. I agree that I have had reasonable and sufficient opportunity to read and understand this entire agreement and acknowledge that I have been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that I have either taken such independent legal advice or have dispensed with the necessity of doing so. I further agree that each provision of this Agreement is fair and reasonable in all the circumstances.