

**Please note when referring to subsidiaries this include the following entities**

- **Playalot PTY Ltd**
- **Playalot Bakery Pty Ltd**
- **Playalot Cuisine**
- **Playalot Salon T/A The Mom Salon**
- **Playalot Move**
- **Playalot Academy NPC**

**INDEMNITY & WAIVER FORM**

Welcome to PLAYALOT AND ALL OTHER SUBSIDIARIES Family Indoor Playpark. Before signing this INDEMNITY & WAIVER FORM, please take the time to read the following terms and conditions. The information outlined in these terms and conditions can/will be used in the event of a discrepancy.

Neither PLAYALOT AND ALL OTHER SUBSIDIARIES (Pty) Ltd (Reg.No.2017/427939/07), or the landowner (hereinafter referred to as "The COMPANY"), nor any of their directors, shareholders, employees, volunteers, participants, clients, invitees, independent contractors, insurers, facility operators or representatives shall be responsible or may be held liable for any loss, damage or injury, including consequential losses, suffered by or caused to any person or property anywhere on or about the COMPANY's property or premises, whether such loss, damage or injury is occasional by any act or omission of the COMPANY, the employees or representatives of the COMPANY, or anyone else for whose action they or any of them, would be liable in law, or by reason of *vis major, casus fortuitous*, rain or other water, riots, strikes, theft or burglary with or without forcible entry, or by reason of any condition on or off the grounds of the COMPANY or any building structures, or any defective facilities of the COMPANY, or caused by any services or sporting activities carried out on the COMPANY'S premises, or by any other cause of whatsoever nature and howsoever arising.

I confirm that I have been warned by the COMPANY or its authorised representatives, that the activities and/or services offered by the COMPANY, or any activities being offered on the property of the COMPANY, be it by the COMPANY or otherwise, can be potentially dangerous. I am further aware of the rules of the activities and services being offered by the COMPANY, be it by the COMPANY or otherwise.

I confirm that I shall at all times, hold the COMPANY, its employees and representatives indemnified against and harmless from and shall in no manner whatsoever seek to hold any of them liable for any injury, loss or damage suffered by me as a result of personal injury or patrimonial loss arising directly or indirectly from the participation and spectating by me in any activities or services of the COMPANY whether or not such injury, loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of the COMPANY, and/or any of their officials, employee and/or agents.

I confirm that I can partake in any activity and that I do not suffer from any severe medical condition that may be aggravated by my participation in the activities/services of the COMPANY. Despite all known and unknown risks, I hereby voluntarily waive, acquit, and forever discharge the COMPANY and agree to hold the COMPANY harmless against any claims while participating in or because of allowing my child/ren to participate in any of the activities. The waiver of liability is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of the COMPANY.

**COVID-19 TRANSMISSION INDEMNITY FORM**

I acknowledge the contagious and unpredictable nature of the coronavirus disease 2019 (COVID-19) that makes it difficult to prevent transmission, and I hereby voluntarily execute this COVID-19 Transmission Indemnity Form (Indemnity) in my capacity as the parent or legal guardian of my children / (the player),

I acknowledge that the Department of Health and many other public health authorities still recommend practicing social distancing, sanitizing, and wearing your mask, and the COMPANY has put in place preventative measures and other protocols to reduce the spread of the COVID-19 but, even so, the child/ren returning to the COMPANY may subject him/her to the risk of being infected with the COVID-

19. I understand that I have had the opportunity to review this Indemnity. I understand that if at any time after the return to PLAYALOT AND ALL OTHER SUBSIDIARIES, the COMPANY learns that any child/ren, employee, director, agent, contractor, or officer is infected with COVID-19 or has tested positive for COVID-19, the COMPANY shall advise me of such fact but shall be under no obligation to disclose the identity of such person to me. I undertake to follow and obey, and to impress on the child/ren to follow and obey, all rules, instructions, directions, and requirements of the COMPANY as they may be changed, modified or amended by the COMPANY before, during, and after the return to PLAYALOT AND ALL OTHER SUBSIDIARIES, including, without limitation: 1.1 all rules, instructions, directions, and requirements as may be applicable to the COMPANY's response to the COVID-19 pandemic and the need to limit any transmissions of COVID-19; and 1.2 agreeing to having the child/ren temperature taken on a regular basis and at intervals as determined from time to time by the COMPANY and/or as required by any Regulations issued by the Government under the Disaster Management Act, 2002 (Act No. 57 of 2002). I hereby agree to defend and irrevocably and unconditionally indemnify and hold harmless the COMPANY, and its directors, employees, agents, contractors and officers or each of them (Indemnified Parties), from and against any claim for damages or losses and/or from any other claims, judgments, penalties, costs or other liability or expense (including, but without limitation, legal costs) of any nature whatsoever (whether direct, consequential or otherwise), whether for death, personal injury, illness or other loss or harm sustained by the Learner, arising out of, resulting from, relating to or in connection with the transmission of COVID-19 at PLAYALOT AND ALL OTHER SUBSIDIARIES.

### **ATTORNEY FEES**

I undertake to indemnify the COMPANY against any attorney's fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts.

It is compulsory for all visitors of all ages to wear an access band and all participants must wear COMPANY branded socks while doing any activities. It will be compulsory to wear a helmet and safety gear when participating in the climbing wall, rope course and sky ride activities.

No illegal substances will be allowed on the premises.

By entering the COMPANY'S play areas and participating in the activities, I hereby grant, on behalf of myself and of my child/ren, the irrevocable right and permission to photograph and/or record me or my child/ren while using the COMPANY'S activities and the use of such photographs and recordings for advertising and promotional purposes, in any manner and all media now and thereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive the right to inspect or approve the use of the photographs and/or recordings and acknowledge and agree that the rights granted to this release are without compensation of any kind.

I understand that this agreement extends into the future and will have full effect each time I or my child/ren visits the COMPANY.

**By signing/typing my name/or ticking the agreement box on this indemnity form, I am agreeing that I will abide by the terms and conditions while participating in any activities and I have read and understood the rules as stipulated. I also acknowledge and agree that I and my child/ren are medically sound to undertake in physical activity, and the use of the facilities are at our sole risk and responsibility. The COMPANY reserves the right to request any form of identification to verify identity and age.**

### **TERMS AND CONDITIONS**

The agreement between The Client (You) and PLAYALOT AND ALL OTHER SUBSIDIARIES (Us). Your membership application form and these terms and conditions ("Terms") form the "Agreement" between you and us.

The 12-month membership, joining Fee: You will be required to pay an Administration Fee OF R250.00 to activate your 12-month membership as a contribution towards costs PLAYALOT AND ALL OTHER

SUBSIDIARIES has actually incurred enrolling you. The joining fee is non-refundable. This is only applicable to our 12-month memberships and not to our normal fun bundle members.

If your 12-month membership is cancelled for any reason by you or us and you subsequently wish to re-join, then you will have to pay the applicable administration fee again.

When will my 12-month membership start? Your membership will start on the Start Date as set out in your Membership Application Form completed on-line. Ticking "agree" online, constitutes You signing the 12-month Membership Application Form and you have provided all documentation required.

You have paid the applicable administration fee. You have paid the applicable RFID fee(s). You have paid the first month's pro-rata membership fee (if applicable). You have provided us with valid bank/credit card details for payment of your monthly membership fees (if applicable) and/or you have paid the applicable membership fees if you are paying for your membership in full up front.

Reasons for us ending your membership. We may cancel or suspend this agreement at our absolute discretion by writing to you at the postal or email address we have on record if: You commit a serious or repeated breach of these terms or Park Rules or if you engage in any conduct which in our opinion would have a negative effect on us, other members or our staff or is detrimental to the welfare, good order or character of PLAYALOT AND ALL OTHER SUBSIDIARIES. or any part of your membership fees are not paid in full when due, The information you supplied to us is found to be incorrect and/or false, or we reasonably think that you are physically or medically unfit to participate in our activities

Can I end my membership before the end of my commitment period? Yes, if you pay your monthly membership fees by debit order and you wish to cancel your membership before the expiry of your Commitment Period. You must give us 20 business day's written notice of termination and pay a cancellation fee of 50% of all outstanding fees still due till the end of the initial period, plus any arrears.

If you have paid your membership fees in full upfront and you wish to cancel your membership before the expiry of your commitment period, then you must give us 20 business days written notice of termination. We will refund you the membership fees you have already paid in respect of the unexpired period of your commitment period less the joining fee and a reasonable cancellation fee of 25%

Can I transfer my 12-month membership to someone else? You can transfer your membership to a third party subject to the following:

The payment of an administration fee of R250 per membership on that membership number to PLAYALOT AND ALL OTHER SUBSIDIARIES by the transferor.

The completion & signature by the transferee of the membership enrolment form stipulated by THE GYM & the acknowledgement by the Transferee that no further transfer of the membership shall be allowed. The approval of the transfer by PLAYALOT AND ALL OTHER SUBSIDIARIES.

Collecting your membership fees, rejections: If you pay on debit order your monthly debit will be submitted in advance on or about the dates that appear on your membership application form. Should your monthly debit order reject, you hereby authorize PLAYALOT AND ALL OTHER SUBSIDIARIES to re debit your account for the arrears on any day of the month that is suitable to PLAYALOT AND ALL OTHER SUBSIDIARIES and to track your account via NAEDO or any other priority debit order tracking system and re-present the instruction for payment as soon as sufficient funds are available in your account, and to charge an administration fee of R50 to your account for each rejection.

Your membership type: On the face hereof, you have selected one of the types of membership as stipulated on the website.

PLAYALOT AND ALL OTHER SUBSIDIARIES rules: By entering into this agreement, you agree to comply with the rules as presented at the entrance of PLAYALOT AND ALL OTHER SUBSIDIARIES, which applies to all members, guests, and visitors.

## **The Small Print**

*Your membership is applicable to you and may not be traded or transferred to another person outside of the terms and conditions outlined in above transfer clause. In particular your access band cannot be used by anyone else to gain access to our facilities.*

*All members must have a valid access band to enter the facility.*

*If you fail to pay your monthly membership fees on the due date, then you will become liable to pay all costs in connection with the collection of the arrears including legal costs. We reserve the right to debit your account for any arrears on any date at our discretion.*

*From time to time we may introduce new services and/or facilities and introduce new membership types.*

*If you wish to make use of any new services or facilities, then we may require you to pay an additional fee.*

*We reserve the right to carry out any repairs, replacements, maintenance, alterations or additions or other works without abatement of your fees and charges or other compensation to you for the effects of the interruption or suspension of use or enjoyment of PLAYALOT AND ALL OTHER SUBSIDIARIES when needed.*

*We also reserve the right to vary, alter or change the operating hours of PLAYALOT AND ALL OTHER SUBSIDIARIES from time to time.*

*We also reserve the right to vary, alter or change the equipment, facilities and classes and events that are available at PLAYALOT AND ALL OTHER SUBSIDIARIES, either by withdrawing equipment, facilities, and classes or by the addition thereto of further equipment, facilities, and classes.*

*If one or more of these terms are found to be unenforceable, such term shall be deemed to be severable from the remainder of this Agreement and the Agreement shall in all other respects remain in full force and effect.*

*By signing this agreement, it will be deemed that the member hereby agrees and consents in terms of the Consumer Protection Act, Regulation 44(3)(t), that PLAYALOT AND ALL OTHER SUBSIDIARIES will have the right to, and be entitled to cede, assign, or transfer any rights, obligations, share or interest acquired in terms of this agreement, in whole or in part, to any other entity, party or person."*

*To the fullest extent permitted by law, we may transfer and/or delegate to any third party our rights and/or obligations under this Agreement without your consent or notification and you will continue as a member.*

*This Agreement contains all the Terms and Conditions of our agreement, and no representation, addition, variation, or cancellation of this agreement shall be of any force and effect unless it is in writing and signed by you and us.*

*From time to time we may need to update the Rules and Regulations when it is in your interest or for health and safety reasons. We will display the changes at PLAYALOT AND ALL OTHER SUBSIDIARIES at least 40 (forty) business days before the change takes effect.*

*You agree that we may validly serve any notices at the physical address that we have for you. Please check with us that we have received correspondence addressed to us, as we can only action and be bound by notices that we receive.*

*You acknowledge and agree that this agreement was properly and fully completed before you signed it and you confirm that the information contained in it is true and correct and that you fully understand it.*

*The laws of South Africa apply to this agreement and the courts of South Africa will decide any disputes in relation to it.*

*In so far as may be necessary the member hereby agrees that PLAYALOT AND ALL OTHER SUBSIDIARIES is entitled at any time to communicate with any registered Credit Bureau or Police authority (or any relevant government or governmental agency) to obtain any information relating to the payment behaviour, credit worthiness or defaults of the member, and that such information may be disclosed to any other person. Should the member default in the due and punctual fulfilment of any obligation resting upon the member in terms of this membership agreement PLAYALOT AND ALL OTHER SUBSIDIARIES shall have the right to provide Credit Bureaus and agencies with details of the member's breach.*

*The member hereby consents to and authorises PLAYALOT AND ALL OTHER SUBSIDIARIES to communicate with him/her by way of any electronic medium, including but not limited to, Electronic Mail, Short Message Service (SMS), "Pop-Up" Web Advertising Banners and related Internet and Wireless Protocol (WAP) applications. THE GYM reserves the right to allow all relevant approved Strategic Alliance Partners access to the member's information for marketing purposes. Notice to opt out can be given at THE GYM.*

*The member grants to PLAYALOT AND ALL OTHER SUBSIDIARIES for an indefinite period from the date of last signature of this membership agreement the right to use the member's name and to exhibit his/her photograph, including video or film footage of the member, in promotions and advertisements of PLAYALOT AND ALL OTHER SUBSIDIARIES in any media in the Republic of South Africa including the broadcasting of advertisements in the cinema or on television channels. PLAYALOT AND ALL OTHER SUBSIDIARIES shall have full creative control and the member shall give his/her full co-operation as far as is reasonable in complying with PLAYALOT AND ALL OTHER SUBSIDIARIES'S creative direction.*

*PLAYALOT AND ALL OTHER SUBSIDIARIES hereby reserves its rights to enter into this agreement with, or to grant membership of, or access to PLAYALOT AND ALL OTHER SUBSIDIARIES to any person, at PLAYALOT AND ALL OTHER SUBSIDIARIES'S sole and absolute discretion.*

*Warranty: You warrant and represent to us that you are physically and medically fit to proceed with the normal routine of exercise/play, and you will defend at your expense, indemnify, and hold us harmless against any damages or expenses that may occur, and pay any costs, damages or legal fees and costs awarded against us resulting from a breach of this clause. Before engaging in any activity, we recommend that you consult with a physician and only upon obtaining medical clearance should you participate in any activity. We will not be liable for any injury or death occurring, directly or indirectly, from any activity/play. We caution you that improper use of the equipment, sporting, and other facilities of PLAYALOT AND ALL OTHER SUBSIDIARIES can result in serious harm and injury (including death). Please ensure that you are well informed by a training specialist/fun marshal before participating in supervised or unsupervised training. Due to the high risk of injury, use of a fun marshal when participating in any activity.*

*Liability: To the extent that the Act does not preclude or prohibit any exclusion or limitation of liability, we will not be liable to you for any special damages (to the extent they are consequential loss or damage), indirect or consequential loss or damage, whether arising from breach of agreement, negligence, under any indemnity or otherwise. The parties to this agreement agree that they have negotiated this paragraph and that it represents a fair and equitable position.*

*Please do not click "Agree" until you have read and understood your Membership Application Form, these Terms and Conditions and the Rules and Regulations. If there is anything that you do not understand please ask us for a further explanation before you sign below.*

*You agree that if you are under 18, your parent or guardian will need to sign/click agree to consent to you becoming a member of PLAYALOT AND ALL OTHER SUBSIDIARIES*

## **POPI CONSENT**

*By submitting any personal information to PLAYALOT AND ALL OTHER SUBSIDIARIES, the client unconditionally and voluntarily, consents to the processing of the submitted personal information for all purposes related to this signed contract/agreement.*

*The client agrees to update, from time to time, any personal information supplied, which may or has changed. PLAYALOT AND ALL OTHER SUBSIDIARIES cannot be held liable for any loss caused by any of the parties' failure to update and/or correct the personal information supplied to PLAYALOT AND ALL OTHER SUBSIDIARIES.*

*The client consent to PLAYALOT AND ALL OTHER SUBSIDIARIES sharing the personal information (including but not limited to its group companies) for the purposes of this agreement and/or any other legitimate interests of the parties.*

*The client is hereby informed that the personal information as shared with PLAYALOT AND ALL OTHER SUBSIDIARIES may be transferred to a third party for the Company to fulfil its obligations under this agreement.*

*Should the client's personal information be shared cross border, the personal information will not be subject to less protection than it enjoys in terms of South Africa's data privacy laws.*

*The Client hereby consents to the Company sharing the personal information as provided for herein cross border.*

*We do not knowingly collect personally identifiable information directly from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided Playalot and all other subsidiaries with Personal Data, please contact Us. If We become aware that We have collected Personal Data directly from anyone under the age of 18 without verification of parental consent, we take steps to remove that information from our servers.*

*If We need to rely on consent as a legal basis for processing your information, your country requires consent from a parent and or Guardian, we may require your parent's and or Guardian consent before We collect and use that information.*