

# Indemnity

## Effect Of This Document

Any Student that registers with of "One with Water" (the Indemnified Party) will be required to pay a registration fee. The Client (the Indemnifying Party) hereby agrees to the terms of this Agreement.

The provisions of this agreement are drawn to the attention of the Indemnifying Party where the Consumer Protection Act 68 of 2008 applies to the relationship between One with Water Swimming School (Pty) Limited, CR 2002755744/07 (the Indemnified Party) "One with Water" and the Indemnifying Party, the effect of this agreement is that the Indemnifying party may have limited or no recourse against the Indemnified Party in the circumstances referred to herein.

## Waiver and Indemnity

### Adults

I hereby state that I have chosen to take part in the Swimming Activities being offered by the Indemnified Party (the Activity) of my own free will.

I do hereby release, agree to indemnify and hold the Indemnified Party, its officers, employees and agents free and harmless from any and all costs, losses, expenses, damages (direct, indirect, consequential or otherwise), claims, suits, causes of action or any other liability or responsibility whatsoever, including attorney's fees and related costs, resulting from any injury to any person(s) or damage to property arising out of, or which may in any manner be connected with, said Activity as provided herein.

I understand that the Swimming Activities may be inherently dangerous and may create certain risks to persons that can result in property damage and serious physical injury. I further understand that the Indemnified Party, its officers, employees, and agents will not be held responsible for any injuries, property damage or liability that may arise from my participation in the Activity. I assume full responsibility for the decision, and the consequences thereof, to take part in the Activity. I also authorise the instructors to obtain medical assistance in the event of an accident should they deem it necessary and agree to pay all medical expenses related but not limited to the accident.

### Minors

Where the Student is a minor (younger than 18 (eighteen) years old), I as the Indemnifying Party being the Student's parent/guardian consent to the Student participating in the Swimming Activities offered by One with Water.

I, the parent/guardian of the Student, understand that the Swimming Activities may be inherently dangerous and may create certain risks to persons that can result in property damage and serious physical injury. I further understand that the Indemnified Party, its officers, employees, and agents will not be held responsible for any injuries, property damage or liability that may arise from the Student's participation in the Activity. I further assume full responsibility for the decision, and the consequences thereof, to allow my child/the minor to take part in the Activity as set forth herein.

I do hereby release, agree to indemnify and hold the Indemnified Party, its officers, employees, and agents free and harmless from any and all costs, losses, expenses, damages, claims, suits, causes of action or any other liability or responsibility whatsoever, in law or in equity, including attorney's fees and related costs, resulting from any injury to any person(s) or damage to property arising out of, or which may in any manner be connected with, the Activity and my child's (the Indemnifying Party) participation therein.

## Acceptance

By Registering as a client of "One with Water", I confirm that I have read and understood the meaning and effect of this agreement and that I agree to be bound by it from the date of registration. If you do not understand the meaning or effect of any of the clauses contained in this agreement, you must request that it be explained to you before accepting and concluding this agreement, by contacting [info@onewithwater.co.za](mailto:info@onewithwater.co.za).

## General

I agree that this agreement may be treated as a defence to any action or proceeding that may be brought, instituted, or taken by anyone against the Indemnified Party, its officers, employees, and agents for injuries and/or damages sustained because of the Activity as described herein.

I have read this agreement and understand all its terms, and I have executed this instrument voluntarily and with full knowledge of its significance.

I confirm that I fully appreciate the risks that the Student may be exposed to during his/her participation in the Activity and that I voluntarily accept such risks.

I hereby consent to the Indemnified Party and its officers, employees, agents, and third-party service providers lawfully collecting, processing, storing, and transferring my personal information, as defined in the Protection of Personal Information Act 4 of 2013 (POPI) in accordance with POPI and to process such information insofar as necessary. I hereby agree that photos and videos may be taken of participants in the One with Water swimming pool, including photos and videos of myself and the minor children, and that such photos and videos may be used for One with Water Swim School staff training and/or advertising purposes/social media online content. I understand and agree that all such photos and videos are the sole and exclusive property of One with Water Swim School. I further acknowledge that One with Water Swim School may use such media unless I contact One with Water Swim School management and withdraw my consent to such use material in writing.

The parties agree that this agreement may be signed electronically in terms of the Electronic Communications and Transactions Act 25 of 2002 (ECTA) and that in terms of ECTA, the agreement, in electronic format, is not without legal force and effect merely because it is wholly or partly in the form of a data message.

