



ACCESS, USE, DISCLAIMER & INDEMNITY AGREEMENT

JoyJozi works hard to be and remain Jozi's premier family friendly destination and child activity centre, and to always provide a safe, fun environment for you and your loved ones.

However, as you as parents would know, kids will be kids, and accidents can happen.

As such and for our mutual safety and understanding, access to JoyJozi is strictly controlled and is wholly subject to the terms and conditions recorded in this agreement.

Therefore, this form must be completed in full and signed by the parent(s) or legal guardian(s) of any child(ren) prior to their admission to JoyJozi:

Parent / Guardian Name : _____

Contact number : _____

Name of child (1) : _____

Name of child (2) : _____

Name of child (3) : _____

Name of child (4) : _____

Name of child (5) : _____

As required in terms of Section 49 of the Consumer Protection Act, we specifically draw your attention to, and highlight, certain of the terms and conditions overleaf where: our risk or liability is limited; or you assume a risk or liability; or you indemnify us; and/or where you acknowledge a fact by bolding and italicising them. Notwithstanding highlighting these terms, all of the terms are important, and you must ensure you have read and understand them before signing and/or entering and/or making use of JoyJozi and its facilities.

1. You acknowledge and agree that you and/or your children and/or your wards (hereinafter collectively, "you" or "your") may be participating in physical and play activities, in a dynamic and sometimes unpredictable environment, and that there are risks associated with doing so.

2. By signing this agreement, you agree that:

2.1. You will adhere strictly and promptly to all notices or directions of JoyJozi and their staff;

2.2. You have disclosed any medical condition which may affect you or your participation in or making use of JoyJozi's facilities;

2.3. You agree that your participation in or making use of JoyJozi's facilities are at your sole risk, and you accept all liability, risk and/or responsibility in respect of your participation in or making use of JoyJozi's facilities;



2.4. You indemnify JoyJozi, its agents and/or its employees against any claims, damages or liability for any harm, injury, damages or loss to yourself or your or any child(ren), including to property, including any loss of support or earnings (both past or future) or general damages of whatsoever nature, and howsoever arising from or connected with your participation in or making use of JoyJozi's facilities, to the fullest extent permitted in law, including all legal costs on an attorney and own client scale, including counsel, whether or not such claims are caused by any act or omission, negligent or otherwise, of or by JoyJozi, its agents and/or its employees and/or anyone guest at JoyJozi.;

2.5 Where you are not the parent or legal guardian of any child(ren) accompanying you and/or, through you, participating in or making use of JoyJozi's facilities, you stand in as surety and co-principal debtor, jointly and severally with, and in favour of JoyJozi, in respect of any claims such as or similar to those referred to in paragraph 2.4 above brought against Joy Jozi by the parent or legal guardian of the child(ren) concerned;

2.6. There are no conditions precedent suspending the operation of this agreement, and no warranties, promises, representations or inducements of whatsoever nature have been made or given to you to conclude this agreement and to bind yourself to all of the obligations herein contained; and

2.7. This document entails the entirety of the agreement between you and JoyJozi and no striking out or variation of or addition to this agreement or of any of the terms shall be of any force or effect unless reduced to writing and signed by you and us.

3. References in this agreement to "JoyJozi", "we" and/or "us" means to Joy Jozi Dunkeld Pty Ltd, a private limited company with registration number 2022/322076/07 and its registered address at 51 Eastwood Road, Dunkeld 2196, Johannesburg.

4. This agreement shall endure indefinitely and apply to all visits to JoyJozi on any dates for any duration.

Signed at JOHANNESBURG on this the ___ day of _____ 202__

NAME:

(per pg. 1 overleaf)

For office use:

Date : _____

Single or Multiple Kids: _____

Copies Created: ___YES_____NO_____

Filed By : _____

Digital Capture Date : _____

*All filing by surname, first name, date