

## INDEMNITY & WAIVER FORM

**BY TICKING THIS BOX, YOU CONFIRM THAT YOU UNDERSTAND AND ACCEPT THE RISKS OF SWIMMING AND THE LIMITATION OF LIABILITY SET OUT BELOW.**

- I confirm that my child is physically able to participate in swimming activities. I will immediately withdraw my child from any lesson should they appear unwell, distressed, or unable to participate safely.
- I understand and accept that swimming activities carry inherent risks, including but not limited to injury, illness, slipping on wet surfaces, water-related accidents, near-drowning or drowning. I voluntarily assume all such risks on behalf of myself and my child.
- I understand that SwimStories may conduct lessons at third-party premises, including but not limited to the Paarl Aquatic Centre or other facilities ("External Facilities"). I acknowledge that External Facilities are independently owned and operated and are not under the control or management of SwimStories.
- I accept that SwimStories is not responsible or liable for any injury, illness, loss, damage, death, or harm of any nature arising from any condition, defect, hazard, incident, omission, or act occurring at or caused by the External Facilities, their equipment, infrastructure, employees, contractors, service providers, or any other persons using such premises. I use External Facilities entirely at my and my child's own risk.
- My child participates voluntarily. I understand that SwimStories may, at its discretion, refuse participation or discontinue a lesson if my child's participation poses a safety risk to themselves or others.
- I authorise SwimStories, its instructors, or staff to obtain or arrange emergency medical assistance or treatment for my child should this be deemed necessary. I agree to be responsible for all associated medical or emergency costs.
- To the fullest extent permitted by South African law, I indemnify and hold harmless SwimStories, its owners, directors, staff, instructors, contractors, agents, representatives, successors and insurers from any and all claims, demands, damages, losses, liabilities, costs or causes of action arising directly or indirectly from i) my child's participation in any SwimStories activity; ii) the use or condition of any External Facility; and/or iii) my own failure to comply with SwimStories' rules, safety instructions or policies.
- I understand that swimming lessons do not guarantee water safety or prevent drowning. I acknowledge that my child must always be supervised by a responsible and capable adult when in or near water, outside of SwimStories lessons.
- SwimStories shall not be liable for any loss, theft, disappearance, damage, or destruction of personal property at any venue or External Facility.  
I confirm that I am the parent or legal guardian of the minor child, that I have full legal capacity to accept this indemnity, and that I am authorised to do so on the child's behalf.

#### **DIGITAL POPIA CONSENT**

☐ I consent to SwimStories collecting, storing and processing my/my child's personal information in accordance with the Privacy Policy and POPIA.

(Optional marketing consent):

☐ I consent to receiving updates, promotions and news from SwimStories.

#### **DIGITAL MEDIA/PHOTOGRAPHY CONSENT (OPTIONAL)**

☐ I consent to SwimStories capturing and using photos/videos of myself/my child for marketing purposes (website, social media, promotional material).

☐ I do not consent to media use.