

SwimStories Indemnity, Risk and Emergency Medical Consent

Version 1.2 – 4 August 2026

CPA NOTICE: all statements below LIMIT SWIMSTORIES' LIABILITY, DRAW YOUR ATTENTION TO THE INHERENT RISKS OF SWIMMING, IMPOSE RISK OR OBLIGATIONS ON YOU, OR REQUIRE YOUR EXPRESS ACKNOWLEDGEMENT IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT 68 OF 2008. PLEASE READ THEM CAREFULLY BEFORE ACCEPTING.

This Indemnity, Risk and Emergency Medical Consent must be read and accepted before the Swimmer's first lesson. It is read together with the SwimStories Terms & Conditions and Enrolment Agreement.

This version reflects SwimStories' confirmed policy decisions.

BY TICKING THE BOX BELOW, 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 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.
- 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 acknowledge that participation in swimming lessons and the use of a SwimStories Venue involve inherent risks, including the risk of slips, falls, accidental injury, illness and other incidents that cannot be completely eliminated despite reasonable care and supervision. To the maximum extent permitted by law, I accept those inherent risks and acknowledge that SwimStories shall not be liable for injury, illness, loss or damage arising solely from those inherent risks. Nothing in this Indemnity excludes or limits any liability that cannot lawfully be excluded or limited under applicable law.
- I understand that some SwimStories lessons take place at Picardie Guest Farm, 8 Laborie Street, Courtrai, Paarl, which is independently owned and operated and is not under the control or management of SwimStories. I accept that SwimStories is not responsible for any injury, illness, loss, damage or death arising from any condition, hazard, incident or conduct at Picardie Guest Farm that is outside SwimStories' reasonable control, and that I use Picardie Guest Farm at my own and my child's risk in this respect.

- To the fullest extent permitted by South African law, I acknowledge and accept the inherent risks associated with swimming lessons and participation in SwimStories activities. I indemnify and hold harmless SwimStories, its owners, directors, employees, instructors, contractors, agents and representatives against claims, losses or liabilities arising from: (i) the inherent risks of swimming and related activities; (ii) my child's failure to follow reasonable safety instructions; (iii) my own acts or omissions, or those of my child or guests; and (iv) my breach of any agreement with SwimStories or SwimStories' reasonable rules and policies. Nothing in this Indemnity excludes or limits any liability that may not lawfully be excluded or limited, including liability arising from SwimStories' negligent or intentional wrongful conduct to the extent such liability may not lawfully be excluded or limited.
- I authorise SwimStories, its instructors, or staff to obtain or arrange emergency medical assistance or treatment for my child should this be deemed necessary, including contacting emergency services, arranging transport, and sharing relevant medical and emergency information with those providing care, where I cannot be reached during a genuine emergency. I agree to be responsible for all associated medical, ambulance and emergency costs, subject to applicable law.
- I confirm that all medical, developmental and behavioural information relevant to my child's safe participation has been disclosed to SwimStories, as required by the Terms & Conditions and Enrolment Agreement.
- I accept that SwimStories is not liable for any loss, theft, disappearance, damage or destruction of personal property at any Venue, subject to the Venue rules in the Terms & Conditions and Enrolment Agreement.
- 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.

ACCEPTANCE

This Consent is accepted online. Your child's name, your name and the date and time of acceptance, and the version of this document accepted, are captured automatically from your SwimStories registration record and do not need to be re-entered here.

☐ I confirm that I have read and accept every statement above.