

### **Waiver - Liability Release MOYO Kirstenbosch Winter Wonders**

This waiver must be agreed to by a parent or guardian before child can participate.

In consideration of being allowed to enter the MOYO Kirstenbosch Winter Wonders Workshop, to use any equipment, or to participate in any class, event, or to consume food and /or drink at the restaurant (hereinafter referred to as the Activity), the undersigned, on his or her behalf and on the behalf of the minor(s) listed below, enters this release and waiver, as follows:

The undersigned knowingly, voluntarily, and fully assumes all risks; known and unknown, associated with the attendance at and/or participation in all activities, programs, or food and/or drink consumption at MOYO Kirstenbosch, and waives all claims for damage to personal property or injury to person arising from such participation and expressly releases and waives all claims for damages. The undersigned does hereby surrender and waive any rights to sue or exercise any legal right to seek damage against MOYO Kirstenbosch or any affiliates thereof, its owners, officers, members, agents, employees, volunteers, directors, trustees, affiliates, supervisors, or entities providing facilities or assisting in the conduct of the Activity.

This release and waiver cover risks of death, serious injury, and property loss arising from negligence or carelessness or gross negligence on the part of the persons or entities being released and other participants.

In addition to any rules posted on premises, rules that must be followed: Adults must always supervise their children. Outside food is not allowed at MOYO Kirstenbosch. Children and adults must show respect to other consumers, the employees, and the equipment always.

I further consent thereto that, while participating in the Activity, MOYO Kirstenbosch may capture all forms of digital images, photographs, videos, clips, audio clips and other media of me. for promotional purposes without remuneration being made payable to me. I acknowledge and understand that I will have no proprietary rights in the media.

I represent or I am the parent or legal guardian of the child(ren) named below, or I have obtained permission from the parent/legal guardian of such child(ren) to execute this agreement on their behalf.

1. Child Name & Surname:
2. Child Name & Surname:
3. Child Name & Surname:
4. Child Name & Surname:

I have read this document before signing, and I fully understand the content, meaning and impact of this consent, waiver, indemnity and release.