

PARTICIPANT INDEMNITY, WAIVER & ASSUMPTION OF RISK

Please read this document carefully before participating in any Aquaform session.

By booking, purchasing, attending or participating in an Aquaform session, you acknowledge that you have read, understood and agreed to the terms of this Indemnity, Waiver & Assumption of Risk.

1. PARTICIPANT DETAILS

Full Name: _____

ID / Passport Number: _____

Date of Birth: _____

Email Address: _____

Contact Number: _____

Emergency Contact Name: _____

Emergency Contact Number: _____

2. ASSUMPTION OF RISK

I acknowledge that Aquaform involves physical exercise and activities performed on or around water, including the use of an Aquaform floating exercise board.

I understand that participation may involve inherent risks, including but not limited to:

- Muscle soreness, strains, sprains or other physical injuries;
- Falls from or movement of the Aquaform board;
- Slipping, falling or losing balance;
- Accidental entry into the pool or other body of water;
- Accidental impact with the pool, poolside, equipment or another participant;
- Drowning or other water-related incidents;
- Fatigue, dizziness or physical discomfort;
- Aggravation of a pre-existing injury or medical condition;
- Allergic reactions or other unforeseen medical events; and
- Serious injury, permanent disability or death.

I voluntarily choose to participate in Aquaform and accept the inherent risks associated with the activity.

3. HEALTH & FITNESS

I confirm that I am physically capable of participating in Aquaform and understand that Aquaform is a form of physical exercise.

I agree to inform Aquaform and/or the instructor before participating if I have any medical condition, injury, physical limitation or other circumstance that may affect my ability to participate safely.

I understand that Aquaform and its instructors are not responsible for determining whether I am medically fit to participate.

If I experience pain, dizziness, shortness of breath or any other concerning symptom during a session, I agree to immediately notify the instructor and stop participating where appropriate.

4. SWIMMING & WATER SAFETY

I understand that Aquaform takes place in or around a swimming pool or other body of water.

I confirm that I am sufficiently comfortable and capable in water to participate safely.

I understand that the Aquaform board is not a flotation or lifesaving device and should not be relied upon to keep me afloat.

I agree to follow all pool rules, safety instructions and instructions given by Aquaform instructors and staff.

5. RELEASE & WAIVER

To the fullest extent permitted by South African law, I release and waive any claim against **Aquaform**, its owners, directors, employees, instructors, contractors, representatives, agents and affiliated venue operators arising from my participation in an Aquaform session, including claims relating to personal injury, loss or damage to property, illness or death.

I acknowledge that I participate voluntarily and at my own risk.

6. INDEMNITY

To the fullest extent permitted by law, I agree to indemnify and hold harmless Aquaform, its owners, directors, employees, instructors, contractors, representatives, agents and affiliated venue operators against claims, losses, damages, costs or expenses arising from my participation in an Aquaform session, except where such liability cannot lawfully be excluded or limited.

7. PERSONAL BELONGINGS

I acknowledge that I am responsible for my personal belongings while attending an Aquaform session.

Aquaform accepts no responsibility for loss, theft or damage to personal belongings brought to the venue, except where liability cannot lawfully be excluded.

8. INSTRUCTIONS & RULES

I agree to comply with all reasonable instructions provided by Aquaform instructors, staff and venue personnel.

I understand that Aquaform reserves the right to refuse or discontinue my participation where an instructor reasonably believes that my participation may pose a risk to myself, another participant, staff member or the venue.

9. EMERGENCY MEDICAL TREATMENT

In the event of an emergency, I authorise Aquaform and/or its representatives to take reasonable steps to obtain emergency medical assistance for me.

I acknowledge that I am responsible for any medical, ambulance, hospital or related expenses incurred on my behalf, unless otherwise required by law.

10. PHOTOGRAPHY & CONTENT

I understand that photographs and/or videos may be taken during Aquaform sessions and events for promotional and social media purposes.

Please select one:

☐ I consent to Aquaform using photographs/videos of me for marketing, social media and promotional purposes.

☐ I do not consent to Aquaform using photographs/videos of me for marketing, social media and promotional purposes.

11. MINORS

Participants under the age of 18 may only participate where Aquaform has received the required consent from a parent or legal guardian.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____

12. GENERAL

I confirm that the information I have provided is true and accurate.

I acknowledge that I have had an opportunity to read and understand this document and, where necessary, seek independent advice before agreeing to it.

I understand that by completing the online registration/booking process and checking the acceptance box, I am indicating my agreement to these terms.

I agree that this Indemnity, Waiver & Assumption of Risk applies to the Aquaform session for which I have registered and to future Aquaform sessions where I am required to accept these terms again.

Nothing in this document is intended to exclude or limit any right, liability or obligation that cannot lawfully be excluded or limited under applicable South African law.

PARTICIPANT NAME: _____

SIGNATURE: _____

DATE: _____

BOOKING / SESSION DATE: _____

ONLINE ACCEPTANCE

☐ I have read, understood and agree to the Aquaform Participant Indemnity, Waiver & Assumption of Risk.