

INDEMNITY AND DISCLAIMER FORM

ACKNOWLEDGEMENT AND ACCEPTANCE OF NOTICES, RULES, COMMON COURTESIES, OBLIGATIONS AND CAUTIONS

Main Guest: (On behalf of my partner, spouse, children, family members & group of Guests, who form part of this activity/reservation) Full Names and Surname: _____ID Number: ______ Physical Address: Code: Postal Address: _____Code: _____ Cell: Email Employer or Name of Business: Name of Medical Aid: Medical Aid Number **Contact Persons In Case Of Emergency:** Name of Next of Kin: _____ Cell: _____ Name of Doctor: _____ Cell: _____ Please List Any Allergies Or Medical Conditions That We Need To Be Aware Of: NB!! Please ensure that you have readily available any important medication for allergies or medical conditions, e.g. insulin, asthma pumps, bee or other insect-sting medication, etc. I/We hereby acknowledge that I/We accept and will fully comply with and abide by the NOTICES, RULES, INDEMNITIES, COMMON COURTESIES, OBLIGATIONS AND CAUTIONS and without reserve. I/We enter these premises AND participate in any or all activities at my/our own risk and indemnify and absolve Praying Mantis CC, known as EcoKids Preschool and Party Venue (hereafter called EcoKids) its Members, Management and staff members of any damage or loss to my/our personal property, physical injury or death (or that of my spouse, children, family members or group forming part of this reservation). I/We take full responsibility for the safety of aforesaid guests including medical care and emergency assistance and am/are fully aware of and consent to and agree that EcoKids CC, Members, its Management and staff members or its Contractors and Suppliers will not be held responsible or liable for any accident or incident or resultant medical or emergency care or assistance including those listed/stated herein. Signature: _____ Date: _____ On Behalf of Ecokids: Signature: ______ Date: _____

Dear Guests,

Thank you so much for your party reservation and welcome to **EcoKids!**

To ensure the enjoyment, safety and wellbeing of all Guests, we specifically bring to your attention the following important notices, rules, indemnities, common courtesies, obligations and cautions, these terms of which are subject to and conditional for all guests making party reservations and gaining entry to EcoKids:

CANCELLATION POLICY:

- Cancellation 7 days before date of arrival, or no-show Visitor forfeits 100% of deposit paid;
- Cancellation 8+ days before date of arrival Visitor forfeits 25% of deposit paid
- Inclement weather is not a valid reason for any cancellation or refund irrespective of cancellation or notice period;

Set-Up and Clean-Up:

- The main Guest or person responsible for the reservation must be present before any other guests in the group or party are given access to the facilities;
- The normal set-up time is an hour prior to party time.
- The normal clean-up time is half an hour post party time.

Refundable Deposit

- Deposit of R500 for the function facilities are payable and due in advance;
- Guests agree and accept liability and responsibility by signature hereto to pay in full for any and/all damages caused in or outside of the relevant facilities whether accidental or deliberate. Such damages will in the first instance be deducted from deposits, whereafter any remaining balance owing will be payable by the Main Guest;
- Note please that deposits will be refund immediately after clean-up after the EcoKids has jointly ascertained, confirmed and agreed with the Guest that no losses or breakages or damages have occurred,
- Please note that prior to you arrival everything supplied by EcoKids is checked and listed on the Standard Inventory List and made available for your use. It is the Guests responsibility/decision to have checked, counted and inspected to ensure that no items are missing or broken;

Safety and Conduct Policies

- 1. The speed limit on **EcoKids driveway** is 15km/hour, this is to minimize noise pollution and to safeguard the guests, staff, management and animals at the facility...
- 2. As this is an eco-friendly function venue, we have animals on our property. Guests are requested to please ensure that when moving though any motor or pedestrian gates that all gates are kept closed and latched.
- 3. Guests enter the EcoKids premises entirely at their own risk and responsibility. Whilst we take precaution to facilitate the reasonable safety and comfort of our Guests, irrespective of unintended failure or negligence of EcoKids, its members, owners, management, staff, employees, drivers, suppliers, service providers, Contractors or Contractor's employees or event organizers, EcoKids cannot and will not be held liable or responsible for any liability or costs resulting from death, injury, loss or damage suffered or any such act caused to any person or personal property in any form whatsoever whilst in or on the premises, adjacent lands in the wetlands surrounding, when participating in any of the activities.
- 4. As this is a environmentally sensitive wetland area, please ensure that Guests in your group provide adequate supervision to those in your party or group, especially and including children as the surrounding area includes a swimming pool, several ponds and water features as well as rough terrain, lawns, pathways and areas which can become very slippery especially after rain or when the garden sprinklers have been in operation.
- 5. Guests are cautioned not to tease or aggravate any of the animals on the premises. Whilst we have never had any incident, Guests are cautioned and requested to supervise children and be aware that animal behavior can be unpredictable.

- 6. Regrettably pets are not allowed to be brought in by Guests. Exceptions are possible provided specific prior arrangements are made with EcoKids Management, which permission may be granted at the sole discretion of EcoKids Management.
- 7. Guests are requested not to solicit or request the staff or Contractor's staff of **EcoKids** to perform any work, fetching, carrying, child minding, etc. of any nature. Staff have been allocated tasks and duties to ensure the efficient functioning of your event and due to time constraints can not be distracted from these duties. Should extra help be required on the day of the function, please directly approach **EcoKids** Management, prior to the function date, to assist in arranging additional and dedicated assistance.
- 8. Guests are prohibited from trespassing on neighboring properties. The neighbour's fences and boundaries are made clear to Guests. In the event of trespassing on neighbour's properties, deposits paid will be forfeited as compensation to the relevant neighbors and those Guests will be asked to leave **EcoKids venue** immediately.
- 9. Guests are prohibited from entering the school's classrooms, offices and other school related buildings. The boundaries of the party venue are made clear to Guests. In the event of trespassing in the school related buildings, deposits paid will be forfeited and those Guests will be asked to leave **EcoKids venue** immediately. If an interest in a tour of the school building arises, EcoKids Management can re requested to escort said party through the school premises if convenient.
- 10. The kitchen is to be used by a limited number of guests responsible for the setup and organization of the party. The kitchen is not a common room to be used for entertainment purposes. Strictly no children are allowed in the kitchen during parties for safety reasons.
- 11. Playground equipment including kid's trampoline is for the use by children under 12 years of age. Guests are requested to supervise children who use the water fountain and playground equipment. Attention is specifically drawn to the reality that leaving children unattended is both dangerous and irresponsible, and could lead to injury for which *EcoKids CC, Members,* its *Management* and *staff members or its Contractors and Suppliers* cannot be liable or take responsibility.
- 12. Guests are requested to please respect wildlife, birdlife, and plant life alike and to ensure that the beautiful natural and ecologically sensitive environment at **EcoKids** is preserved.
- 13. No plants or flowers are to be picked or clipped.
- 14. Remember to take photos, leave only footprints and please pick-up own litter and recycle refuse. Sufficient recycle litter bins and refuse drums are placed all over the venue for the convenience of Guests, Visitors and Campers.
- 15. Fire hazards and non-smoking zones fires are strictly <u>forbidden.</u> Smoking is not permissible in any of the buildings or public areas by law,
- 16. The lighting or activation of fireworks in any form, shape or size is strictly prohibited.
- 17. The use of helium balloons or floating lanterns in any form, shape or size is strictly prohibited.
- 18. Guests are requested to please be considerate and cognizant that loud music or undue rowdiness and drunken, inebriated, intoxicated, disorderly or unruly conduct and behaviour will be unpleasant and an irritation and disturbance to other guests and neigbours alike which will detract from the peaceful and happy environment that **EcoKids** upholds. Music is allowed but only within reasonable volume levels. If loud music becomes a disturbance to any other guests or neighbours, Guests, causing such disturbance will be requested to turn the volumes down until normal, reasonable and acceptable decibel levels are achieved by agreement with **EcoKids Managements** discretion. All music will strictly be turned off at sundown, after which the power/lights may also be switched off. In the event of un-cooperation and continued refusal of any Guest to comply with reasonable volume levels and/or reasonable behavior, such Guests will regrettably be requested to immediately leave **EcoKids** without refund of fees and will forfeit any deposits paid.

EcoKids management endeavor and remain to be approachable and flexible, and wish that all our Guests enjoy their day to the fullest and return home satisfied.

Please acknowledge and confirm your support, cooperation, agreement and acceptance of the above conditions by signature hereto on page 1 and initialing of all other pages hereto, and forward this signed and initialed document to **EcoKids** in advance by email to party@ecokids.edu. If not sent to us in advance Guests will be requested to please complete and sign and initial all pages of this form on arrival, before setting up.

However in the event that you should be of the opinion that the above **NOTICES and RULES** are too onerous or not acceptable and would rather cancel the booking, please immediately advise **EcoKids** accordingly.

Likewise, **EcoKids** reserves the right without prejudice or any further recourse by you or your Group to sever, to cancel and to terminate your patronage on our premises if any of the **NOTICES**, **RULES**, **INDEMNITIES**, **COMMON COURTESIES**, **OBLIGATIONS AND CAUTIONS** are not followed and adhered to by you or any member of your group, or if your party's or group's behavior becomes a disturbance or is unruly, offensive, abusive, threatening, destructive or unacceptable to any other guests or management and staff of **EcoKids**.

EcoKids does sincerely hope and trust that such action will never be necessary.

These **NOTICES** and **RULES** are as much for your protection, safety and comfort as for the other Guests and for the staff and management of **EcoKids**.

We hope you will have a great time and if there is anything we can do to enhance your visit or assist you in any way, and/or to improve our service and facilities; we welcome constructive recommendations and suggestions. We are not perfect, still learning and as a recently established venue, we try to be open-minded and constantly strive for improvement. We pledge and undertake to do our best for you, our valued Guests.

Thank you for your support and cooperation in advance! Please do not hesitate to approach us at any time.

Sincere and best wishes, Management EcoKids Venue Hire