



## Nelo's Farmyard and Adventure

Address: R64 Boshof Road, Next to Stablewood Lodge, Kimberley, 8301

Contact: 065 620 7114 | bookings@nelosadventure.co.za

### INDEMNITY AND MEDIA RELEASE FORM

#### IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING

This document contains important terms and conditions, including an indemnity and waiver of liability, and a consent to the use of your (and/or your minor child's) image/likeness for promotional purposes.

#### 1. PARTICIPANT DETAILS (to be completed by Parent/Legal Guardian if participant is under 18 years)

**Full Name of Participant(s):**

\_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Full Name of Parent/Legal Guardian (if participant(s) is/are minor(s)):**

\_\_\_\_\_

**Identity Number of Parent/Legal Guardian:**

\_\_\_\_\_

**Contact Number (Cell):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Emergency Contact Person & Number:** \_\_\_\_\_

## 2. ACKNOWLEDGEMENT OF RISKS & ASSUMPTION OF RESPONSIBILITY

I/We, the undersigned, acknowledge and understand that participation in activities at Nelo's Farmyard and Adventure, including but not limited to interacting with animals, engaging in farm-related activities, participating in adventure activities (e.g., play equipment, obstacle courses, etc.), and being present on the premises, inherently involves risks of injury, illness, damage, or loss, including severe personal injury, disability, death, and property damage. These risks may arise from various factors, including, but not limited to:

- The unpredictable behaviour of animals, including bites, kicks, or scratches.
- The use of farm equipment, tools, and structures.
- Falling, tripping, or slipping on uneven terrain, wet surfaces, or other hazards.
- Participation in physical activities.
- Exposure to natural elements (sun, heat, cold, rain).
- Allergies, including those to animals, plants, or food items.
- The actions or inactions of other participants or third parties.
- The negligence of Nelo's Farmyard and Adventure, its owners, employees, agents, or volunteers.

I/We voluntarily choose to participate, or to allow my/our minor child(ren) to participate, in the activities offered by Nelo's Farmyard and Adventure, despite the inherent risks. I/We hereby assume full responsibility for any and all risks, injuries, or damages, known or unknown, which I/we (or my/our minor child(ren)) may incur as a result of participation or presence on the premises.

## 3. INDEMNITY AND WAIVER OF LIABILITY

In consideration for being permitted to enter and participate in activities at Nelo's Farmyard and Adventure, I/We, on behalf of myself/ourselves, my/our minor child(ren), my/our heirs, executors, administrators, and assigns, hereby:

- **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Nelo's Farmyard and Adventure, its owners, directors, employees, agents, representatives, volunteers, and all persons acting on its behalf (hereinafter collectively referred to as "Nelo's") from any and all liability, claims, demands, actions, or causes of action whatsoever, arising out of any loss, damage, injury (including death), or property damage that I/we (or my/our minor child(ren)) may sustain or incur while participating in activities at or present on the premises of Nelo's Farmyard and Adventure, **HOWSOEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF NELO'S.**
- **INDEMNIFY AND HOLD HARMLESS** Nelo's from any and all claims, demands, actions, liabilities, costs, and expenses (including legal fees) whatsoever, which may be brought against Nelo's by me/us, my/our minor child(ren), or any third party, in connection with my/our (or my/our minor child's) participation in activities at or presence on the premises of Nelo's Farmyard and Adventure.

This indemnity and waiver are intended to be as broad and inclusive as permitted by South African law.

#### **4. MEDICAL CONSENT**

In the event of an emergency, I/We authorise Nelo's Farmyard and Adventure to obtain medical treatment for myself/ourselves or my/our minor child(ren) as deemed necessary by Nelo's personnel or medical professionals. This may include, but is not limited to, first aid, transportation to a medical facility, and emergency medical treatment. I/We understand that I/We will be solely responsible for any and all costs associated with such medical care and transportation. I/We acknowledge that Nelo's personnel are not medical professionals.

#### **5. RULES AND REGULATIONS**

I/We agree to abide by all rules, regulations, instructions, and safety guidelines issued by Nelo's Farmyard and Adventure, whether verbally or in writing. I/We understand that failure to comply with these rules may result in immediate expulsion from the premises without refund.

#### **6. MEDIA RELEASE AND CONSENT**

I/We hereby grant Nelo's Farmyard and Adventure, its assigns, licensees, and successors, irrevocable permission to capture, use, reproduce, publish, display, and distribute photographs, video recordings, and/or other media (hereinafter "Media") of myself/ourselves and/or my/our minor child(ren) taken during our visit to Nelo's Farmyard and Adventure.

I/We understand and agree that this Media may be used for any legitimate purpose, including but not limited to:

- Advertising and promotional materials for Nelo's Farmyard and Adventure.
- Publication on Nelo's Farmyard and Adventure's official social media platforms (e.g., Facebook, Instagram, YouTube, etc.).
- Inclusion on Nelo's Farmyard and Adventure's website and other digital marketing channels.
- Printed brochures, flyers, and other promotional literature.

I/We waive any right to inspect or approve the finished product wherein my/our (or my/our minor child's) likeness appears. I/We also waive any right to royalties or other compensation arising or related to the use of the Media. I/We understand that all Media taken by Nelo's Farmyard and Adventure shall be the sole property of Nelo's Farmyard and Adventure.

**[ ] Please tick this box if you DO NOT consent to the use of your/your minor child's photos/videos for advertising and social media as described above.**

*(Note: Ticking this box means Nelo's will endeavour not to use your/your child's image for public promotional purposes, but due to the nature of public spaces, absolute exclusion cannot be guaranteed, however, all reasonable steps will be taken.)*

## **7. PROTECTION OF PERSONAL INFORMATION ACT (POPIA)**

I/We acknowledge that Nelo's Farmyard and Adventure will collect and process my/our personal information as provided in this form for the purposes of managing my/our participation, emergency contact, and record-keeping, in accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA"). Nelo's Farmyard and Adventure undertakes to protect this information and use it only for the stated purposes or as required by law.

## **8. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the<sup>1</sup> Republic of South Africa. Any disputes arising hereunder shall be subject to<sup>2</sup> the exclusive jurisdiction of the South African courts.

## **9. ACKNOWLEDGEMENT OF UNDERSTANDING**

I/We confirm that I/We have read, understood, and agree to all the terms and conditions contained in this Indemnity and Media Release Form. I/We understand that by signing this document, I/We are giving up certain legal rights. I/We confirm that I/We are signing this document voluntarily and without any inducement or assurance. If signing on behalf of a minor, I/We confirm that I/We am/are the legal parent or guardian and have the full authority to sign this document on their behalf.

*Parent/Legal Guardian/Participant Signature:*

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*Signature*

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*Print Full Name:*

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*Date*

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*Signature of Witness*

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*Print Full Name of Witness*

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*Date*

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