

Release of Liability, Waiver of Legal Rights and Assumption of Risk

- The Term "Activities" refers to Kitesurfing, Windsurfing, Wingfoiling, Foiling, Downwinder, Surf, SUP, Kayak, Bodyboarding

In consideration for the **renting** or purchasing of Kitesurfing, Windsurfing, Wingfoiling, Foiling, Downwinder, Surf, SUP, Kayak, Bodyboarding or any other sporting equipment, and for utilizing the facilities, ground school, instruction, premises, and equipment of Liquid Energy PTY Ltd T/A Cape Sports Center while engaging in these sporting activities, including equipment rental, ground instruction, and water instruction, I hereby understand and agree to this release of liability, waiver of legal rights, and assumption of risk, under the terms outlined as follows: I acknowledge that Kitesurfing, Windsurfing, Wingfoiling, Foiling, Downwinder, Surf, SUP, Kayak, Bodyboarding are action sports and recreational activities that involve travel in three dimensions, which are inherently subject to mishaps and the potential for injury.

1. **Release of Liability:** I hereby RELEASE AND DISCHARGE Liquid Energy PTY Ltd T/A Cape Sports Center and their officers, directors, elected officials, agents, employees, instructors, and owners of equipment and the land used for Kitesurfing, Windsurfing, Wingfoiling, Foiling, Downwinder, Surf, SUP, Kayak, Bodyboarding (collectively referred to as "Released Parties") from any and all liability, claims, demands, or causes of act on that I may hereafter have for injuries, disability, death, or damages arising from my participation in these activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
2. **Acknowledgment of Risks:** I understand and acknowledge that Kitesurfing, Windsurfing, Wingfoiling, Foiling, Downwinder, Surfing, SUP, Kayaking, and Bodyboarding activities carry inherent risks that no amount of care, caution, instruction, or expertise can fully eliminate. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN THE ABOVE-MENTIONED ACTIVITIES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
3. **Agreement Not to Sue:** I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Kitesurfing, Windsurfing, Wingfoiling, Foiling, Downwinder, Surf, SUP, Kayak, Bodyboarding activities.
4. **Indemnifications:** I also agree to INDENINIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation in these activities.
5. **Responsibility for Injuries:** I will take full responsibility for, and hold harmless, the Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engagement in Kitesurfing, Windsurfing, Wingfoiling, Foiling, Downwinder, Surf, SUP, Kayak, Bodyboarding activities.
6. **Safe Operation of Equipment:** I agree to operate the Kitesurfing, Windsurfing, Wingfoiling, Foiling, Downwinder, Surf, SUP, Kayak, Bodyboarding equipment in a reasonable and safe manner, so as not to endanger the lives or property of any individual.
7. **Acknowledgment of Terms:** I have read and understand the above, acknowledging that it constitutes a release of liability and a waiver of my legal rights. I recognize that my assumption of risk, as well as this waiver of liability, shall remain in full force and effect for as long as I engage in Kitesurfing, Windsurfing, Wingfoiling, Foiling, Downwinder, Surf, SUP, Kayak, Bodyboarding activities that are in any way connected to the Released Parties.
8. **Age and Guardian Representation:** I further represent that I am at least 18 years of age, or, if I am the parent or legal guardian, I waive and release any and all legal rights that may accrue to me or to my minor child as a result of any injury that my son or daughter (minor) may suffer while engaging in these activities.
9. **Recognition of Contract:** I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights, and Assumption of Risk is a contract, which I have willingly entered into, releasing any and all claims against the Released Parties resulting from my participation in Kitesurfing, Windsurfing, Wingfoiling, Foiling, Downwinder, Surf, SUP, Kayak, Bodyboarding activities, including any claims arising due to the negligence of the Released Parties.

Conditions of Contract

1. Definitions

- The term "Company" refers to Fluid Sports PTY LTD (Reg. No. 2003/030269/07).
- The term "Equipment" refers to the equipment hired from the Company, including all accessories and related components.

2. Payment for Hire

- The Hirer agrees to pay the hire charges and any necessary deposit as specified in the contract.

3. Extension of Hire Period

- The Company is under no obligation to extend the hire period. If the Hirer wishes to extend the hire, they must notify the Company before the current contract expires. If the extension is granted, the Hirer must pay any additional charges in advance.
- If the Equipment is returned late, the Hirer agrees to pay extra charges for the additional time, at the discretion of the Company.

4. Condition and Use of Equipment

- The Hirer acknowledges that the Equipment has been delivered in good working condition, along with all its components, and agrees to use it according to the manufacturer's specifications, for the intended purpose, and in a safe manner.
- The Hirer is responsible for maintaining the Equipment in good working condition and agrees to return it in the same condition as it was received, except for normal wear and tear.
- The Hirer indemnifies the Company against all claims arising from the use or misuse of the Equipment while it is in the Hirer's possession.
- The Company is not responsible for any loss or damage to the Equipment while it is in the Hirer's possession, whether in use or in transit.
- The Company is not liable for any delays, damages, or injuries caused by defects or issues with the Equipment, including any third-party injuries, whether or not caused by the Company's negligence.

5. Damage, Loss, or Theft of Equipment

- The Hirer accepts full responsibility for any damage, theft, or destruction of the Equipment.
- If the Equipment is returned damaged, stolen, or destroyed, the Hirer agrees to cover the costs for repair or replacement. The Company reserves the right to repair the Equipment and charge the Hirer for those costs.
- The hire period will continue until repairs are completed, and the Hirer will continue to pay rental fees until the Equipment is returned in good condition.

6. Subletting and Reporting Accidents

- The Hirer agrees not to sublet the Equipment.
- Any significant breakage, accident, or theft involving the Equipment must be reported to the Company immediately. The Hirer must obtain permission from the Company before undertaking any repairs to the Equipment.

7. Breach of Contract

- In the event of any breach of contract by the Hirer or if the Company deems the Hirer or any person using the Equipment to be negligent or unfit to operate the Equipment, the Company reserves the right to terminate the hire agreement immediately.
- The Company may reclaim possession of the Equipment, and the Hirer will remain liable for rental charges and any damages resulting from the breach.

8. Accuracy of Information

- The Hirer warrants that all information provided in the contract and related documents is true and accurate, and the contract is entered into based on the truthfulness of these statements.

9. Default in Payment

- If the Hirer defaults on payment or refuses to pay, the Hirer remains personally liable for all charges arising under this contract.

10. Use Outside South Africa

- The Hirer agrees not to take the Equipment outside of the Republic of South Africa without prior written consent from the Company.

11. Legal Jurisdiction

- Any legal disputes arising from this contract shall be resolved in the Magistrates Court, regardless of the amount involved. The Hirer agrees to designate their residential address as the jurisdiction for such proceedings.

12. Personal Property

- The Hirer is responsible for their own personal belongings while on the Company's premises and acknowledges that the Company is not liable for any loss or damage to personal property.

13. Life Preservation Requirement

- The Hirer agrees to wear a life preservation aid (life jacket or equivalent) at all times while using the Equipment.

14. Limitations on Rescue Operations

- The Hirer acknowledges that the Company's rescue services are unavailable when wind speeds exceed 30 knots. In such cases, the Hirer understands that rescue operations will be conducted by the National Sea Rescue Institute (NSRI).