

TIDE AND SEEK - TIDAL POOL TOUR – INDEMNITY & RISK AGREEMENT

Important Notice (CPA Section 49): This agreement contains clauses that limit liability, require you to assume risks, and indemnify the Company. These terms are highlighted below and must be read carefully.

1. Assumption of Risk

Tidal pool swimming and shoreline activities involve risks including slippery rocks, strong currents, cold water, marine life, injury, drowning, and bus transport hazards. You participate voluntarily and at your own risk.

2. Health & Safety

You confirm you are medically fit, will disclose relevant conditions, follow safety briefings, wear suitable gear, and not participate under the influence of alcohol or drugs.

3. Liability

To the fullest extent allowed by South African law, the Company, its staff and contractors are not liable for loss, injury, or death caused by ordinary negligence. This does not exclude liability for gross negligence, wilful misconduct, or defective/unsafe goods. The Company's liability is limited to the fees paid.

4. Indemnity

You indemnify the Company against claims or costs arising from your negligence, unsafe acts, or breach of this agreement.

5. Personal Property

You are responsible for your belongings. The Company is not liable for theft, loss, or damage except where exclusion is prohibited by law.

6. Minors

If under 18, a parent/guardian must sign and accepts these terms on behalf of the minor.

7. Governing Law

This agreement is governed by South African law.

By signing below, I confirm that I have read, understood and accept all the terms above, including those that limit liability, shift risk, and require indemnity, as required by Section 49 of the Consumer Protection Act.

Signatures

Participant

Name: _____ Signature: _____ Date: _____

Parent/Guardian (if minor)

Name: _____ Signature: _____ Date: _____

Company Rep

Name: _____ Signature: _____ Date: _____