



EXCLUSION OF LIABILITY - WAIVER OF RIGHT TO SUE - YOUR ASSUMPTION OF RISK - THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS!

LET-GO CONDITIONS OF SALE "Terms and Conditions"

The following conditions of sale ("Terms and Conditions") will apply to and bind the purchaser of any LET-GO, LET-GO Eat or associated product described in Social Media, Website or available for purchase in any LET-GO venue.

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SELECTING YOUR PURCHASES. BY SELECTING TO PURCHASING ANY TICKET "Wrist Band" IN A LET-GO VENUE OR VIA THE LET-GO CONTACT CENTRE, WEBSITE OR BY ENTERING ANY LET-GO VENUE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS CONDITIONS. IF YOU ARE MAKING A PURCHASE ON BEHALF OF ANOTHER PERSON, YOU AGREE THAT YOU ARE MAKING THE PURCHASE AS THEIR AGENT.

K2022699606 Pty Ltd t/a Let-Go, trading as LET-GO as the supplier of recreational services, sells all tickets and supplies all recreational services and facilities to you ("Customer") as well as to any other person you are making a booking on behalf of ("Participants") including, but not limited to trampolining, trampolining lessons, parkour, parkour lessons, use of the running wall, bag jump, volleyball, basketball courts, basketballs, assault course, slides, dodge ball court, dodgeballs, zip line, staircases, equipment rental and maintenance, the condition, layout, construction, design, maintenance and use of trampolines, the presence of people or objects thereon, the surrounding areas and any other associated sporting activities or similar leisure time pursuits (recreational activities) in the LET-GO venue subject to the following conditions:

- 1.1. LET-GO, K2022699606 Pty Ltd t/a LET-GO, Let-Go Eat, their employees, directors, agents, affiliates, parent companies and subsidiaries are not liable to the Customer and/or any Participant, your dependents or legal representatives for personal injury or death suffered by the Customer and/or Participant because the recreational activities were not supplied with due care and skill or were not reasonably fit for their purpose or because of the negligence, breach of contract, statute or statutory duty by LET-GO.
- 1.2. The Customer acknowledges that the recreational activities are dangerous with many inherent risks and hazards and as a consequence personal injury and sometimes death can occur and the Customer assumes and accepts all such risks and hereby waives the right to sue LET-GO for any personal injury or death in any way whatsoever caused by or relating to the Customer and/or the Participants' participation in such activities.
- 1.3. RISK WARNING: The use of trampolines, parkour area, the running wall, bag jump, volleyball, basketball courts, basketballs, obstacle course, slides, dodge ball court, dodgeballs, zip line, staircases, ladders or any other equipment at any LET-GO venue involves a significant risk of participants suffering personal injury including the possibility of serious injuries, permanent disability or death. All participants who engage in such recreational activities do so at their own risk.
- 1.4. The Customer agrees to pay the cost of and authorises LET-GO to take all steps it considers reasonably necessary to protect his/her welfare as well as that of any Participant in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.
- 1.5. Children must be at least 3 years of age to use the facilities at any LET-GO venue and any minor children must be supervised by a responsible adult. Where you are responsible for such children you agree to be bound by these conditions on their behalf and you will directly supervise them at all times.
- 1.6. All participants must be in good health and free from any adverse medical conditions. For safety reasons, pregnant women, Customers and Participants with pre-existing health issues, pre-existing injuries, or wearing casts are not permitted on any equipment. If in doubt, please seek medical advice.
- 1.7. While in any LET-GO venue you consent to images and video being taken for security or promotional purposes of yourself, your children or of children for whom you are responsible, without being entitled to any compensation therefor.
- 1.8. All tickets remain the property of LET-GO and cannot be refunded, transferred or resold. They are valid only for the period of purchase and are void if tampered with.
- 1.9. The Customer and all Participants must comply with all signs or other directions of LET-GO and it may suspend or cancel the Customer's and a Participant's access to recreational activities at any LET-GO venue in its absolute discretion for non-compliance with these conditions, or for reckless or careless conduct.
- 1.10. If you purchase a ticket for the use of the trampolines, or any other equipment or facilities at any LET-GO venue on behalf of another person, you and the other person both agree that you make that purchase as the authorised agent of that other person so that he/she will be bound by these conditions.
- 1.11. By purchasing a ticket the Customer and Participants hereby warrant that they are in good health and have no conditions that would prevent their participation at LET-GO.
- 1.12. The Customer hereby warrants that any ticket purchased on behalf of any other person(s), including for parties and venue hires, is done so with the full consent and authority of every person for whom the Customer makes a booking. The Customer fully indemnifies LET-GO and holds them harmless against any and all liability howsoever arising relating to every person on whose behalf the Customer has made a booking, including all legal costs and any damages awards.
- 1.13. In the event that a minor child is not accompanied by you and purchases a ticket to use any of the equipment or facilities at LET-GO directly, it will be taken his/her "Parent" deemed to have consented to the minor child's purchase of a ticket and these terms and Conditions of sale shall be binding on such minor child. Should the Parent wish to prohibit the entry or further use of any of the LET-GO facilities of such minor child to LET-GO, he/she shall immediately contact LET-GO and notify them of same, failing to do so the Parent shall be deemed to have consented to the minor child's purchase of a ticket and these terms and Conditions of sale shall be binding on such minor child.



TRAMPOLINE LIABILITY WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

What you are about to read is a waiver and release of liability. Upon entering any Let-Go Venue, you will give up your right to sue K2022699606 Pty Ltd t/a Let-Go (the party), or anyone associated with above party such as its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the “Released Parties”) for injuries or losses you suffer while using any facilities. In short, you cannot recover any money from it or the Released Parties if you are hurt while participating in activities at any of its facilities, including but not limited to those located at Let-Go, Midrand.

Please take your time and read this agreement very carefully. When you are certain that you understand and agree to each paragraph, you can enter the Let-Go Facility at your own risk.

“YOU” AND “I,” AS USED HEREIN, INCLUDES THE PARTICIPANT AS WELL AS HIS OR HER HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS. BY ENTERING OR WEARING THE WRISTBAND, YOU ARE AGREEING ON BEHALF OF THE ABOVE-LISTED PERSONS AND SHALL BE CONSIDERED BINDING UPON THEM. YOU WILL NOT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES AT ABOVE LOCATION WITHOUT WEARING THE DESIGNATED WRISTBAND.

I UNDERSTAND THAT WEARING THE WRIST BAND OR ENTERING ANY LET-GO VENUE WILL PREVENT ME, MY HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES, AND ASSIGNS FROM Suing ABOVE PARTY, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR GUESTS FOR ANY INJURIES, INCLUDING DEATH AND PARALYSIS, OR DAMAGES THAT I MIGHT RECEIVE WHILE PARTICIPATING IN ANY ACTIVITIES AT ABOVE LOCATION.

1. Trampoline use, gymnastics, and physical fitness training activities are dangerous and I ASSUME ALL RISKS, whether known or unknown, of injury, including death, illness or damage to my property.

I understand that there is a significant risk of serious physical injury, death and other damages inherent in trampoline use, gymnastics, and physical fitness training activities and in my use of THE PARTY facilities and instruction relating to these activities. These risks and hazards can include, but are not limited to, injuries arising from falling and striking objects or other people, including but not limited to paralysis resulting from striking objects; being struck by falling objects or people; failure of any part or all of the trampoline structures, flooring systems, building or training and fitness apparatus; defective, worn, uneven or separated trampoline equipment, flooring, or pads; failing to land on a trampoline bed or pad or landing on an unpadded structure, including falling between the springs of the trampoline bed; failure and/or breakage of trampolines or other equipment; strained or sprained muscles, joints and connective tissue; broken bones; personal injury including paralysis, death, illness, property damage, and other losses. Injury or death can arise from errors in judgment, from lack of training or information, from the negligence of me, employees or agents of THE PARTY or other parties, as well as the risks normally associated with athletic endeavors. There is no way to eliminate the risk of serious harm or death. I understand that my use of THE PARTY facilities and any instruction or knowledge I obtain at those facilities IS NOT sufficient to prepare me for all dangers and risks associated with trampoline use.

I CERTIFY THAT I UNDERSTAND TRAMPOLINE USE, GYMANSTICS, AND PHYSICAL FITNESS TRAINING ACTIVITIES, EXPOSE ME TO A HIGH RISK OF INJURY OR ACCIDENT. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF PARALYSIS, INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND ARISING OUT OF MY PARTICIPATING IN ANY SUCH ACTIVITY AT THE PARTY FACILITIES OR SPONSORED BY ABOVE PARTY.

2. Release of liability, WAIVER OF CLAIMS, ASSUMPTION OF RISK and hold harmless agreement is given in consideration for my participation.

I recognize that the above party could not offer this activity without obtaining a release of liability. In consideration of, and part payment for the right to use the above party's facilities, I RELEASE THE PARTY AND ANYONE ASSOCIATED WITH THE PARTY, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, STAFF, INSTRUCTORS, MEMBERS, AGENTS, GUESTS AND THIRD PARTIES AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FROM ALL LIABILITY, AND KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE ALL CLAIMS, DEMANDS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN A THE PARTY-SPONSORED ACTIVITY OR FROM USE OF THE PARTY FACILITIES OR EQUIPMENT.

3. Covenant not to sue is given in consideration for my participation and use of the above party's facilities. Additionally, in consideration of and part payment for my right to participate in the above party-sponsored activities and use the above party facilities, I WILL NOT SUE THE PARTY OR ANYONE ASSOCIATED WITH THE PARTY, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, MEMBERS, AGENTS AND GUESTS, AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FOR ANY INJURIES, ILLNESS, DEATH, DAMAGES OR OTHER RELIEF THAT I MAY CLAIM THAT ARISE OUT OF MY PARTICIPATION IN A above party-SPONSORED ACTIVITY OR FROM USE OF THE PARTY FACILITIES OR EQUIPMENT.

4. I will protect the above party from liability. I AGREE TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE PARTY, ITS OFFICERS, DIRECTORS, MEMBERS, INSTRUCTORS, EMPLOYEES, AGENTS AND GUESTS, AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS AT LAW OR IN EQUITY (INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE), FOR DAMAGES OR OTHER RELIEF AND AGAINST ANY LIABILITY OF ANY NATURE, TOGETHER WITH ATTORNEYS' FEES AND COSTS INCURRED, THAT MAY ARISE OUT OF MY USE OF THE PARTY PROPERTY OR FACILITIES. I agree to pay THE PARTY's reasonable attorneys' fees and costs if I bring a suit for injuries suffered at a THE PARTY facility or through THE PARTY-related activities and that action is unsuccessful, in whole or in part.

5. I agree to abide by all THE PARTY rules INCLUDING THE PATRON CODE OF CONDUCT, ATTACHED HERETO AND INCORPORATED AS ATTACHMENT A.

I agree to abide by all THE PARTY rules contained in written form as well as verbal directions that may be given by THE PARTY staff or employees. I certify that I have read and agree to comply with my duties outlined in Attachment A.

6. I am physically qualified to participate.

I certify that I have no physical limitations or medical conditions that would impair my ability to fully and safely use THE PARTY facilities. I agree to inform THE PARTY of any conditions that may have any effect on my ability to fully and safely use THE PARTY facilities, so that a determination can be made as to the proper course of action.

7. Photo and media release.

By entering THE PARTY, I hereby grant THE PARTY on behalf of myself, and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with THE PARTY and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

8. Other provisions.

This agreement constitutes the complete and sole agreement between me and THE PARTY, its officers, directors, instructors, employees, agents, members and guests and all others associated with THE PARTY. Evidence of any other agreements, whether oral or in writing, are void and inadmissible and unenforceable in a court of law, arbitration or other dispute resolution proceeding.

INDIVIDUAL OFFICERS, DIRECTORS, THE PARTY MEMBERS, INSTRUCTORS, EMPLOYEES AND AGENTS HAVE NO AUTHORITY OR POWER TO ALTER THE TERMS OF THIS AGREEMENT, EITHER ORALLY OR IN WRITING. This agreement covers my use of THE PARTY facilities as well as my participation in all THE PARTY activities and all associated events.

9. Venue and Jurisdiction

THE LAWS OF THE REPUBLIC OF SOUTH AFRICA SHALL GOVERN THIS AGREEMENT. VENUE FOR ANY ACTION SHALL BE WITHIN THE JURISDICTION OF LET-GO/MIDRAND.

10. Severability.

If for any reason a provision of this Agreement is found to be unenforceable, the offending provision may be amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the Parties, it shall be severed here from. In either event, the remainder of the Agreement shall continue in full force and effect.

I AM FULLY AWARE OF THE CONTENTS OF THIS AGREEMENT AND RELEASE, AND HAVE READ AND UNDERSTAND ALL OF THE TERMS. THE TERMS OF THIS AGREEMENT BIND ME, MY FAMILY (INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS), HEIRS, EXECUTORS, ADMINISTRATORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS. I recognize that if I have any questions regarding my waiver of rights, I should consult an attorney.

ADDITIONAL CONDITION IF THE PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above individual and hereby consent to their use of THE PARTY's facility and/or participation in THE PARTY's activities. In consideration of THE PARTY allowing the above- named participant to participate and/or use the facility, I agree to be bound by the terms and conditions of this Release. On behalf of myself and my spouse or domestic partner, I hereby KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge THE PARTY, its officers, directors, instructors, employees, agents, members and guests and all others associated with THE PARTY of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damage and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I, my spouse or domestic partner or said minor ever had or may have, arising from or in any way related to such minor's participation in activities in connection with THE PARTY. I further agree that I have full and sole responsibility for the safety and wellbeing of the above- named participant while he or she is using THE PARTY facilities or participating in THE PARTY- related events. I represent that I have sufficient insurance coverage to pay for any injuries suffered by the above-named participant and further represent that I have the ability and willingness to care for the above-named participant in the event he or she is injured or disabled. I further agree to indemnify, hold harmless and defend THE PARTY, its officers, directors, instructors, employees, agents, members and guests and all others associated with THE PARTY from and against any claims (including but not limited to negligence), loss, damage, liability, expense, costs, and/or attorneys' fees, including those brought by or on behalf of, or otherwise caused by the above- named participant.

ATTACHMENT A TO THE PARTY RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

PATRON CODE OF CONDUCT

I understand there are inherent risks in the participation in or on any trampoline court. I understand I have a duty to exercise good judgment and act in a responsible manner while using the trampoline court and to obey all oral or written warnings, or both, prior to or during participation, or both.

I understand I have a duty to not participate in or on any trampoline court when under the influence of drugs or alcohol.

I understand I have a duty to properly use all trampoline court safety equipment provided.

I understand I have a duty to not participate in or on any trampoline court if I have preexisting medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, high blood pressure, any history of spine, musculoskeletal or head injury, or may be pregnant.

I understand I have a duty to remove inappropriate attire, including hard, sharp, or dangerous objects (such as buckles, pens, purses, badges, and so forth).

I understand I have a duty to avoid bodily contact with other patrons.

I understand I have a duty to conform with or meet height, weight, or age restrictions imposed by the manufacturer or owner to use or participate in the trampoline court activity.

I understand I have a duty to avoid crowding or overloading individual sections of the trampoline court and to refrain from “double-bouncing” other patrons.

I understand I have a duty to use the trampoline court within my own limitations, training and acquired skills.

I understand that summersaults or backflips are not permitted, and by attempting this I do it at my own risk.

I understand I have a duty to avoid landing on my head or neck. Serious injury, paralysis, or death, can occur.