

Big Rush -. Big Swing

Terms and Conditions

In making a booking for the Big Swing at Moses Mabhida Stadium, you are entering into a contract with Big Rush Entertainment (KZN) (Pty) Limited (herein after referred to as “**Big Rush**”) to book a “*Swing*” at Moses Mabhida Stadium, either for yourself or for some other person, subject to the following conditions.

Bookings Non-Refundable

- 1) Bookings, once paid for, are non-refundable.

Bookings are Transferable

- 2) **Big Rush** does not require that the person making the booking participates in the Big Swing (ie. Big Rush does not require that you undertake the *Swing* yourself). Bookings for the Big Swing at Moses Mabhida Stadium are, therefore, transferable from one person to another and may be given as gifts or re-sold without the need to notify **Big Rush**.
- 3) The person making the booking and thus forming a contract with **Big Rush** is required to alert any person to whom he/she transfers the said booking (whether by gift or re-sale) to these Terms and Conditions in particular as they relate to waiver/indemnity requirements, *Swing* Time, liability for injury and damage, cancellations and participant health warranties.

Waiver/Indemnity Form

- 4) Prior undertaking a *Swing* at the Moses Mabhida Stadium, all adult participants (ie those who are at least 18 years old) will be required to complete and sign a waiver/indemnity form, the text of which can be found below these terms and conditions. This form will be available at Moses Mabhida Stadium.
- 5) Participants under the age of 18 will be required to present a waiver/indemnity form signed by a parent or guardian. This form can be found below these terms and conditions. Although this form will also be available at Moses Mabhida Stadium, if a participant younger than 18 wishes to undertake a *Swing* without the presence of parent/guardian, the participant will be required to arrive with this form already completed and signed.

Swing Time

- 6) After making and paying for a booking online at www.bigrush.co.za you, or the intended participant, will be required to call the Big Rush

office on 031 332 3250 in order to establish a time and day for the *Swing*.

- 7) All participants should note that, whilst every care will be taken to indicate a probable *Swing* time, no time-slot can be guaranteed. The time advised by **Big Rush** to participants should be understood to be an approximation and participants should be prepared to wait for some time at Moses Mabhida Stadium before undertaking their *Swing*. **Big Rush** has a comfortable waiting area/coffee shop at the disposal of all participants and family/friends. At its discretion, **Big Rush** accepts those participants who wish to undertake a *Swing* and who attend at Moses Mabhida Stadium without having booked in advance. In deciding any *Swing* order, priority will be given by **Big Rush** to those holding timed bookings.

Big Rush not liable for injury or damage

- 8) All participants should note that **Big Rush** will not be liable for any losses as a result of death, injury or damage to property whether caused by negligence of any director, employee or agent or by any other cause.

No Liability for losses due to Weather, Operational Reasons or Stadium Events

- 9) **Big Rush** operates at Moses Mabhida Stadium 7 days a week from 9am to 5pm except on days where the Stadium operator has notified **Big Rush** that the *Swing* is not permitted to operate due to planned events. **Big Rush** will therefore not accept bookings for the *Swing* on such days. There are times, however, where *Swings* have to be cancelled by **Big Rush** at short notice (or without notice) due to factors beyond its control, principally those caused by inclement weather. **Big Rush** will not be liable for any losses incurred as a result of cancellation of any *Swing* however so caused. If **Big Rush** is required to cancel a booked *Swing* it will, without hesitation either i) offer the affected participant the option to undertake the *Swing* on another day or ii) refund the booking in full back to the method of payment used to make the original booking. Please note that this is the extent of Big Rush's liability for cancellations. Big Rush will never be liable for any losses beyond the refund of the booking price or the option to re-book.

Participant Warrants in Good Health

- 10) In presenting themselves to undertake a *Swing* at Moses Mabhida Stadium participants warrant that they are in sufficiently good health good to undertake such a *Swing*. If in doubt, participants should consult a medical practitioner.

WAIVER AND INDEMNITY

(This Waiver and Indemnity form is for use by persons over the age of 18 only)

This Waiver and Indemnity states that participation in the Big Swing and its associated activities are at the clients' own risk. All clients must complete or be assisted in completing a Form prior to their participation in the Big Swing. For the purpose of this form, the term "Company" means Big Rush Entertainment (KZN) (Pty) Limited.

I (Print full name) _____ of

Physical Address _____

Postal Address _____

Postal Code _____ E-mail address: _____

Telephone number _____ Cell number _____

Emergency Contact Name _____ Emergency Contact number _____

Acknowledge that:

- k. I have read, and understand and accept the terms and conditions of this Waiver and Indemnity and all other terms and conditions contained in any and/or all of the documents presented to me by the Company, its employees, representatives, agents, suppliers and/or sub-contractors and initialled by me for the purpose of identification;
- l. In the event that I participate in any activity, of whatsoever nature, offered by the Company, any of its employees, representatives, agents, suppliers and/or sub-contractors, then I do so at my own risk and hereby accept all risks of any nature whatsoever whether reasonable or otherwise that are attendant upon my participation in such activity;
- m. I waive any and all claims of any nature whatsoever and howsoever arising, which may come into existence after the date of signature of this waiver, against the Company, its employees, representatives, agents, suppliers and/or sub-contractors, in regard to any and all damages, personal injury and/or loss that I may suffer as a consequence of any activities in which I may participate pursuant to any service, undertaking, activity and/or supply of equipment offered and/or undertaken by the Company, its employees, representatives, agents, suppliers and/or sub-contractors;
- n. I hereby indemnify the Company and/or any of its employees, representatives, agents, suppliers and/or sub-contractors against any claim which may be made against them by any party claiming through me or by any of my dependants for any loss, personal injury and/or damage suffered by me and/or any of them as more fully contemplated in this waiver of indemnity;
- o. The terms and conditions of this waiver and indemnity shall apply whether or not any equipment utilized by me during my participation in any such activity is supplied to me by the Company, its employees, representatives, agents, suppliers and/or sub-contractors and I hereby indemnify the Company, its employees, representatives, agents, suppliers and/or sub-contractors against any claim for damage, personal injury and/or loss suffered by me as a result of the utilization by me of any equipment supplied to me by those parties and/or any of them in connection with any activity herein mentioned and/or undertaken by me and whether such equipment is defective or not;

- p. This waiver and indemnity shall be construed in accordance with the laws of the Republic of South Africa, notwithstanding that any cause giving rise to any claim I, or any person claiming through me might have against the Company, its employees, representatives, agents, suppliers and/or sub-contractors may have arisen in another country, anywhere in the world.

THUS DONE AND SIGNED AT _____ on this the _____ day of _____ 20____ in the presence of the undersigned witnesses.

SIGNATURE

1. _____

AS WITNESS - SIGNATURE

2. _____

AS WITNESS - SIGNATURE

DECLARATION BY PARENT/GUARDIAN

NAME OF PARTICIPANT (UNDER 18Years)_____

DATE OF BIRTH OF PARTICIPANT_____

The above participant is a minor and wishes to undertake a jump at the Big Swing at Moses Mhabida Stadium, Durban.

I hereby declare I am the parent/legal guardian of the above minor, and I hereby agree to the above minor undertaking such a jump.

I hereby waive any and all rights, claims, demands and causes of action which I may have against Big Rush Entertainment (ZKN) (Pty) Limited (“the Company”) arising from the above minor’s participation at the Big Swing, including without limitation, any claim for damages to my property or any property in the above minor’s possession or under his/her control, and/or damages resulting from his/her personal injury or death.

I furthermore hereby indemnify the Company against any and all liability, loss, damages and legal costs which the Company may incur or sustain as a result of any claims which may be instituted by the above minor (after reaching the age of 18 years or while still a minor, with the assistance of his/her guardian) to the extent that the same have arisen from, have occurred during or are in any way related to his/her participation at the Big Swing.

Print Name: _____ **Date** _____

Signature: _____