

GOLF SIMULATOR — PARTICIPATION, SAFETY & LIABILITY FORM

Must be given to the participant, read and signed before payment or play. Every adult player signs a separate form. An adult signing for a child must also complete Section 12.

IMPORTANT RISK WARNING Indoor golf uses real clubs, full swings and real balls. A club or ball may strike a person, rebound or ricochet. Other risks include slips, trips, falls, muscular or joint strain, aggravation of a health condition, equipment failure, and injury or damage caused by another guest or by misuse. These risks can cause serious injury or, in exceptional circumstances, death. You may choose not to participate and may stop at any time. Ask staff to explain anything you do not understand before you sign. Participant initials:

1. PARTICIPANT DETAILS

Participant full name	Mobile number
Date of birth	Bay / simulator number
Session date	Booking / start time
Emergency contact name	Emergency contact number

2. HEALTH, FITNESS AND IMPAIRMENT

Fitness to participate. I consider myself able to participate safely. Golf simulator play is a physical activity that involves fast, twisting, full-effort movement. I will tell staff if I need assistance or need to stop.

Impairment. I will not play while impaired by alcohol, drugs, medication, fatigue or illness. I understand that Winelands View may pause, refuse or end play, without refund, where it reasonably considers participation unsafe, and that staff may decline to serve alcohol to a person who is playing.

Injury, medical condition, pregnancy or medication staff should know about (write "None" if not applicable)

☐ I expressly consent to Winelands View collecting and using the health information I give above for the purpose of keeping me safe during this session and responding to any incident. Health information is special personal information under the Protection of Personal Information Act 4 of 2013 and is handled as set out in Section 10.

3. KNOWN RISKS I ACCEPT

I understand that the risks of golf simulator play include:

- impact from a swinging club, a driven ball, a rebounding ball, or damaged equipment;
- collision with another person or a nearby object, and slips, trips or falls in or around the bay;
- strain, sprain or other injury from swinging, twisting, overexertion or an existing condition; and
- damage to clothing, phones, watches, glasses or other personal property brought into the playing area.

4. MANDATORY RULES OF PLAY

For everyone's safety, I agree to:

- Complete the staff safety briefing and follow every staff instruction, warning and marked safety zone.
- Allow only one person to swing in the hitting area; everyone else stays behind the marked safe line.
- Check that the hitting area is clear before every swing, and never walk in front of a person preparing to swing.
- Use only staff-approved clubs and clean, undamaged balls, and never move, climb on or adjust simulator equipment, screens, sensors or projectors.
- Wear closed shoes with a flat sole — no bare feet, sandals, heels or spiked shoes in the bay.
- Keep food, drinks and loose belongings outside the hitting area, and never throw a club or deliberately strike the floor, screen, walls or fittings.
- Stop immediately and notify staff if equipment is damaged, loose, malfunctioning or unsafe, or if a person enters the swing area.
- Supervise any child in my care at all times and make sure that the child follows these rules.

Breach of these rules. Winelands View may end a session without refund if these rules are not followed after a warning, or immediately where there is a risk of injury.

PLAYERS UNDER 18

SUPERVISION OF CHILDRENA player under 18 may only play if a parent or legal guardian, or an adult authorised by them, has signed this form and is physically present in the bay for the whole session. The supervising adult must remain behind the safe line, must not leave the child unattended, and is responsible for the child following the rules in Section 4. Children under 8 may not swing a club in the bay. Junior clubs must be requested from staff. Note: the age floor above is a suggested operating rule — set it to match your equipment, bay size and insurance conditions. Participant initials: _____

5. ASSUMPTION OF RISK AND LIMITATION OF LIABILITY

Voluntary participation and assumption of risk. I participate voluntarily and accept the inherent and reasonably foreseeable risks described in Section 3, including risks arising from my own actions and those of other participants.

Release. To the fullest extent permitted by South African law, I release Winelands View and its owners, directors, employees, agents and contractors from claims arising from the inherent risks of golf simulator play, from my own conduct and from another guest's conduct.

LIMITS THAT APPLY BY LAW Nothing in this form excludes or limits any right or liability that may not lawfully be excluded or limited. In particular, nothing in this form: excludes or limits liability for gross negligence, recklessness or intentional misconduct; excludes or limits liability for death or personal injury to the extent that South African law does not permit it to be excluded; excludes or limits liability under section 61 of the Consumer Protection Act 68 of 2008 for harm caused by unsafe, defective or hazardous goods, or by inadequate instructions or warnings; removes any right a consumer has under the Consumer Protection Act 68 of 2008, the Protection of Personal Information Act 4 of 2013 or any other law; or waives or limits the rights of a person under 18. A parent or guardian cannot waive a child's own claim without the sanction of the High Court, and this form does not attempt to do so. If any part of this form is found to be unenforceable, that part is severed and the rest continues to apply.

6. DAMAGE TO CLUBS AND EQUIPMENT

Winelands View may charge me for the reasonable repair or replacement cost of a golf club or other simulator property that is damaged during my session where the damage is caused by my intentional conduct, recklessness, misuse, unauthorised adjustment, or failure to follow staff instructions or the rules in Section 4. I will not be charged where the damage results from ordinary wear and tear, a pre-existing or latent defect, defective or poorly maintained equipment, or conduct for which Winelands View is legally responsible. Before charging, Winelands View will inspect the item, record the reason for the charge in writing, and give me the basis and the reasonable cost with supporting evidence. Current replacement costs for hire clubs are available from staff on request and on display at the counter. I may dispute a charge, and payment is not required before the dispute is considered. Participant initials: _____

7. ADDITIONAL TERMS

Third-party claims. I indemnify Winelands View against another person's claim, but only to the extent that the claim is caused by my intentional, reckless or negligent act, my misuse of equipment, or my breach of these rules. This does not apply to Winelands View's own gross negligence, or to liability that cannot lawfully be excluded.

Personal belongings. I am responsible for securing my belongings. Winelands View is not liable for loss, theft or damage to them except where it is legally liable.

Emergency assistance. If I cannot give instructions in an emergency, staff may provide reasonable first aid and contact emergency services. I remain responsible for lawfully chargeable third-party medical or transport costs.

Recordings. Bays and public areas may be monitored by CCTV for safety and incident management. Footage is used only for those purposes and is handled as set out in Section 10.

Governing law. This form is governed by South African law. It sets out the whole agreement between me and Winelands View about participation in this session.

HOW WE USE YOUR PERSONAL INFORMATION

8. POPIA NOTICE

Who is responsible. Winelands View, Winelands Square, Paarl Junction, Paarl, Western Cape, South Africa is the responsible party. Enquiries and requests: admin@winelandsview.co.za.

What we collect. Your name, date of birth, contact number, emergency contact, session details, the health information you choose to give in Section 2, CCTV footage of the bay and public areas, and any incident record relating to your session.

Why we use it. To manage your booking; to keep you and other guests safe; to record and investigate incidents; to enforce this form and recover damage costs; to deal with insurance and legal claims; and to comply with the law.

Health information. Health information is special personal information under section 26 of the Protection of Personal Information Act 4 of 2013. We collect it only with your express consent, given in Section 2, and use it only for safety and incident response.

Who we may share it with. Our insurers and brokers, medical and emergency services, our legal advisers, and any authority where the law requires it. We do not sell your information or use it for marketing unless you separately opt in.

If you do not provide it. Supplying this information is voluntary, but we cannot allow participation without the details needed to run the session safely and to record who was present.

How long we keep it. Signed forms and incident records are kept securely for as long as reasonably required for safety, insurance and legal purposes, and no longer than the law permits. CCTV footage is kept for a short retention period and then deleted, unless it relates to an incident.

Your rights. You may ask to access, correct or delete your information, and you may object to its use. You may also lodge a complaint with the Information Regulator (South Africa) — see info regulator.org.za for current contact details.

☐ Optional: I agree to receive occasional news and offers from Winelands View. I can opt out at any time.

9. FINAL ACKNOWLEDGEMENT

FINAL ACKNOWLEDGEMENT By signing below I confirm that: this form and the risk warning were brought to my attention before payment or play; I had enough time to read all of it and to ask questions; the details I have given are correct; and I freely accept these terms. If I am signing for a participant under 18, I confirm that I am that participant's parent or legal guardian, or an adult authorised by them, and that I will supervise the participant for the whole session.

10. PARTICIPANT SIGNATURE

Participant printed name	Participant signature
Date	Time

11. PARENT OR LEGAL GUARDIAN (ONLY IF THE PARTICIPANT IS UNDER 18)

Parent / legal guardian printed name	Identity or passport number
Relationship to participant	Participant's age
Parent / legal guardian signature	Date and time

12. STAFF USE ONLY

Completed by the staff member who briefed this participant:

- ☐ Safety briefing delivered and the marked safe line pointed out.
- ☐ Bay, screen, mats and hire clubs visually checked and found in sound condition.
- ☐ Participant appeared unimpaired and fit to play.
- ☐ Both pages given to the participant before payment, with time to read and ask questions.

Staff name	Staff initials	Date and time of briefing
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