

The Chairman's Bunker: Facility Use Agreement, Waiver, and POPIA Consent

PROPOSED — Berny Montgomery Attorneys · CB-FUA · Proposed 2026-10-13

1. ACKNOWLEDGEMENT OF RISK

I acknowledge that entering and using the golf simulator and club-fitting facilities at The Chairman's Bunker involves inherent risks, including the risk of serious injury. These risks include, but are not limited to:

Being struck by a golf club during a practice swing or golf shot.

Injury caused by entering a designated hitting or swinging area.

Slipping, tripping, or falling within the premises.

Muscle strains, joint injuries, and other physical injuries associated with golf.

Accidents resulting from the actions, omissions, or misconduct of other customers or third parties.

I understand that golf clubs can cause serious injury and that a golf simulator environment requires customers to remain alert and follow all safety instructions. I voluntarily accept the ordinary and inherent risks associated with participating in activities at The Chairman's Bunker.

2. CUSTOMER SAFETY OBLIGATIONS

I agree to comply with the following safety requirements:

I will only swing a golf club within my designated hitting bay.

I will check that nobody is within my swinging area prior to making a practice swing or hitting a ball.

I will never swing a golf club when another person is standing within striking distance.

I will not enter another customer's hitting bay.

I will follow all safety signs, staff instructions, and facility rules.

I will use golf simulator equipment only for its intended purpose.

I will immediately report damaged equipment, unsafe conditions, or injuries to staff.

I will not participate if I am impaired or otherwise unable to use the facility safely.

I understand that staff may stop my participation if they reasonably believe that I am creating a safety risk.

3. ASSUMPTION OF RISK

I understand that golf simulator activities involve the use of golf clubs, golf balls, and electronic equipment in a shared indoor environment. Although safety measures may reduce the likelihood of injury, not every risk can be eliminated. I voluntarily accept the ordinary and inherent risks of participating in golf simulator activities and club fitting at The Chairman's Bunker.

4. LIABILITY WAIVER, INDEMNITY, AND HOLD HARMLESS

To the fullest extent permitted by South African law, I agree that The Chairman's Bunker, Rosetulee, and their respective owners, directors, trustees, employees, agents, and representatives (collectively referred to as "the Released Parties") shall not be liable for any injury, loss, death, or damage to person or property, howsoever arising, including but not limited to claims resulting from the ordinary inherent risks of golf simulator activities, club-fitting, or the actions, omissions, or misconduct of other customers or third parties on the premises.

I hereby unconditionally release, waive, and forever discharge the Released Parties from any and all claims, demands, or legal proceedings to the maximum extent permitted under applicable South African law, including the Consumer Protection Act (CPA).

Furthermore, I agree to indemnify, defend, and hold harmless the Released Parties against any and all claims, losses, damages, liabilities, and legal costs (calculated on an attorney-and-own-client scale) arising out of or connected to my participation in activities at the facility, my failure to comply with safety obligations, or any damage I may cause to the equipment or premises.

Nothing in this agreement is intended to exclude or limit liability for gross negligence or any statutory rights that cannot lawfully be waived under South African law. If any portion of this clause is found by a court to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

5. PERSONAL PROPERTY AND LOSS

I acknowledge that I am solely responsible for the safekeeping and reasonable care of my personal belongings, golf equipment, and valuables while on the premises of The Chairman's Bunker. To the maximum extent permitted by South African law, The Chairman's Bunker and Rosetulee accept no liability whatsoever for any theft, loss, or damage to personal property brought into the facility, including items left in hitting bays, common areas, or vehicles parked on the premises. This exclusion applies regardless of how the loss or damage occurs, unless caused by the intentional misconduct or gross negligence of the business, and the customer utilizes the facility entirely at their own risk regarding personal property.

6. INJURIES AND EMERGENCIES

I agree to notify a staff member immediately if I suffer an injury or witness an accident. I understand that The Chairman's Bunker may contact emergency services if reasonably necessary in response to an apparent medical emergency.

7. PROTECTION OF PERSONAL INFORMATION ACT (POPIA) CONSENT

In terms of the Protection of Personal Information Act 4 of 2013 (POPIA), I hereby grant The Chairman's Bunker and Rosetulee my explicit and voluntary consent to collect, store, and process my personal information (and/or the personal information of the minor child named below).

Purpose of Collection: The business collects this personal information for the purposes of checking in customers, managing safety/liability, processing payments, contacting me in case of emergencies, and occasional marketing communications (which I can opt-out of at any time).

Third Parties: My data will not be shared with third parties except as required for automated booking/payment systems, or unless required by law.

My Rights: I acknowledge that I have the right to request access to, correction of, or deletion of my personal information held by the business in accordance with POPIA.

8. CUSTOMER DECLARATION AND BINDING AGREEMENT

By signing below, I expressly confirm, understand, and agree that:

I have carefully read this entire document and fully understand all the risks, safety obligations, and legal consequences of signing it.

I have been given a fair and reasonable opportunity to ask questions regarding the inherent risks and the legal terms of this agreement before signing.

I understand that this document is a legally binding contract designed to protect The Chairman's Bunker and Rosetulee to the maximum extent permitted under South African law, including the Consumer Protection Act (CPA).

I explicitly acknowledge that I am waiving substantial legal rights, including the right to sue for injuries or damages arising from ordinary risks, and that I accept full financial responsibility for any indemnity obligations outlined in Clause 4.

I voluntarily agree to strictly comply with all facility safety rules, staff directions, and obligations.

I am signing this document freely, voluntarily, and prior to participating in any activity or entering any hitting area.

SIGNATURES & MINOR CONSENT

Adult Participant (If playing as an individual 18 or older):

Full Name: _____

ID/Passport Number: _____

Signature: _____

Date: _____

PARENT / LEGAL GUARDIAN CONSENT & WAIVER

(Must be completed by a parent or legal guardian if any participant is under the age of 18)

I, the undersigned, confirm that I am the lawful parent or legal guardian of the minor child named below. By signing below, I grant my full consent for the minor to participate in activities at The Chairman's Bunker.

I explicitly agree that all terms of this Agreement—including the Acknowledgement of Risk, Liability Waiver, Indemnity, and POPIA Consent—shall apply equally to, and be fully binding upon, both myself and the minor child. To the fullest extent permitted by South African law, I accept full financial and legal responsibility for the minor's participation, completely waive any rights to bring claims on behalf of the minor, and agree to indemnify and hold harmless the Released Parties from any claims brought by or on behalf of said minor.

Minor Child's Full Name: _____

Minor Child's Date of Birth: _____

Parent/Guardian Full Name: _____

Parent/Guardian ID Number: _____

Relationship to Minor: _____

Parent/Guardian Signature: _____

Date: _____