

Waiver & Indemnity for Golf Simulator Use

Effective Date: 30 July 2026

By entering the premises of **The Golf Lounge**, using our golf simulators, participating in any golf-related activities, or accompanying a participant, you acknowledge that you have read, understood, and agree to be bound by this Waiver and Indemnity.

1. Assumption of Risk

Golf simulator activities involve inherent risks, including but not limited to:

- Being struck by a golf club or golf ball.
- Slips, trips, and falls.
- Equipment malfunction or misuse.
- Physical exertion that may result in injury.
- Injury caused by another participant's actions.

You voluntarily participate in these activities and accept all associated risks, whether known or unforeseen.

2. Health Declaration

You confirm that:

- You are physically fit to participate.
- You do not suffer from any medical condition that would make participation unsafe.
- You will stop participating immediately if you feel unwell or are instructed to do so by staff.
- You will inform staff of any medical emergency during your visit.

Participation is entirely at your own risk.

3. Safety Rules

For the safety of all guests, you agree to:

- Follow all instructions provided by The Golf Lounge staff.
- Only swing a golf club within the designated hitting area.
- Ensure that no person is within swinging distance before taking a shot.
- Use only equipment approved by The Golf Lounge.
- Refrain from reckless or dangerous behaviour.
- Respect all safety signage displayed throughout the venue.

- Wear suitable footwear and clothing.

Failure to comply with safety rules may result in immediate removal from the simulator area without refund.

4. Alcohol and Intoxication

The Golf Lounge reserves the right to refuse simulator access to anyone who appears to be under the influence of alcohol or drugs or whose behaviour presents a safety risk.

Participation while impaired significantly increases the risk of injury.

5. Minors

Participants under the age of 18 must:

- Be supervised by a responsible adult at all times.
- Have this waiver accepted on their behalf by a parent or legal guardian.

Parents and guardians accept full responsibility for supervising minors and ensuring compliance with all venue rules.

6. Damage to Equipment

Participants agree to use all simulator equipment responsibly.

You may be held liable for the repair or replacement cost of any equipment or property damaged as a result of deliberate, reckless, or negligent conduct.

Normal wear and tear will not result in any charge to participants.

7. Personal Property

The Golf Lounge accepts no responsibility for the loss, theft, or damage of personal belongings brought onto the premises.

Guests are encouraged to keep valuables secure at all times.

8. Release of Liability

To the fullest extent permitted by South African law, you release and discharge The Golf Lounge, its owners, directors, employees, contractors, agents, and affiliates from any liability arising from:

- Personal injury.
- Illness.
- Property damage.

- Financial loss.
 - Death.
 - Any other claim arising directly or indirectly from participation in golf simulator activities, except where liability cannot legally be excluded due to gross negligence or intentional misconduct.
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9. Indemnity

You agree to indemnify and hold harmless The Golf Lounge against any claims, damages, losses, legal costs, or expenses arising from:

- Your breach of this waiver.
 - Your negligent or unlawful conduct.
 - Damage caused by you or persons under your supervision.
 - Claims brought by third parties arising from your actions.
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10. Emergency Medical Treatment

In the event of an emergency, you authorise The Golf Lounge to seek appropriate medical assistance on your behalf if you are unable to do so.

Any medical expenses incurred remain your responsibility.

11. Photography and Video

The Golf Lounge may use CCTV for security purposes.

Photographs or promotional videos may occasionally be taken within the venue.

If you do not wish to appear in promotional material, please notify a member of staff before participating.

12. Compliance with Venue Rules

The Golf Lounge reserves the right to:

- Refuse entry.
- Suspend simulator use.
- Remove participants from the premises.

where any participant:

- Endangers themselves or others.
- Behaves aggressively.

- Damages property.
- Fails to comply with staff instructions.
- Violates these Terms.

No refund will be provided where removal results from misconduct.

13. Governing Law

This Waiver and Indemnity shall be governed by the laws of the Republic of South Africa.

Any dispute arising from this agreement shall be subject to the jurisdiction of the South African courts.

14. Acceptance

By booking online, checking the acceptance box during the booking process, signing this waiver electronically or in person, or entering and using the golf simulator facilities, you confirm that:

- You have read and understood this Waiver and Indemnity.
 - You have had the opportunity to ask questions.
 - You voluntarily accept all risks associated with participation.
 - You agree to be legally bound by its terms.
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Contact Details

The Golf Lounge

Website: <https://tgldurbanville.co.za>

Email: info@tgldurbanville.co.za

Phone: +27 83 232 4547

Address: Shop 3, Ground Floor, Suntyger Building, Willie van Schoor Drive, Durbanville, 7550