SABLE HILLS
WATERFRONT ESTATE

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SABLE HILLS WATERFRONT ESTATE

RECREATIONAL FACILITIES: BOOKING RULES, INDEMNITY AND ASSUMPTION OF RISK

IMPORTANT NOTICE: PLEASE READ THESE RULES AND THE INDEMNITY CAREFULLY BEFORE ACCEPTING.

By making a booking for a braaier or using the recreational facilities at Sable Hills Waterfront Estate ("the Estate"), the resident agrees to the following rules and conditions and acknowledges the risks associated with using these facilities.

PART A: BOOKING RULES AND CONDITIONS

1. Booking and use of braai facilities

1.1. All braaiers must be booked in advance and will remain locked when not in use. The use of an unbooked braaier is prohibited, even if it appears to be available.

1.2. Proof of booking and residency must be presented to security before a braaier will be unlocked.

1.3. Each resident may book a maximum of one braaier per day.

1.4. A booking fee of R300 per braaier per day applies.

1.5. The resident who makes the booking must be physically present at the facility throughout its use. A resident may not book a braaier for friends or other individuals to use in their absence.

1.6. A maximum of 20 people over the age of 12 is permitted per braaier. Gatherings exceeding this limit are regarded as functions and must be booked through the restaurant.

2. Cleaning and care of facilities

2.1. Residents are responsible for cleaning the area surrounding their braaier after use and removing all rubbish, food and leftovers.

2.2. The Estate's maintenance team will clean the braaier itself and lock it after use.

2.3. If the surrounding area is left unclean and additional cleaning is required, a reasonable cleaning fee may be charged to the resident's levy account, subject to the applicable Estate rules and procedures.

Directors (Non-Executive): PG Whelan, Sydney Gibbon, Charles Kokt, Gys Pitzer, Henry Lubbe, Francois de Witt, Maritz Botha– Vice Chairman, Dirk van Niekerk - Chairman

3. Conduct and consideration for others

3.1. Residents and their guests must behave responsibly and respectfully at all times.

3.2. Music must be kept at a reasonable volume. Behaviour that unreasonably disturbs or inconveniences others is not permitted.

3.3. All users must help maintain a safe, peaceful and family-friendly environment.

4. Swimming pool and swimwear

4.1. Appropriate swimwear is required for adults and children using the swimming pool and surrounding areas.

4.2. All users must comply with applicable pool safety instructions and any directions issued by authorised Estate personnel.

5. Jetties, fishing and boat access

5.1. Swimming and fishing next to the jetties are prohibited.

5.2. The jetties are reserved exclusively for boats owned by resident members of the Sable Hills Boat Club. Use by non-members or non-residents is prohibited.

5.3. All boat users must comply with the Estate's applicable access-control requirements, including displaying a valid Sable Hills boat licence disc where required.

6. Enforcement

6.1. Security personnel may monitor the recreational facilities, address breaches and report incidents in accordance with Estate procedures.

6.2. Breaches may result in applicable fines or other measures permitted by the Estate's governing documents and rules.

6.3. Additional cleaning charges may be imposed where justified and permitted under the applicable rules and procedures.

PART B: INDEMNITY AND ASSUMPTION OF RISK

7. Acknowledgement of risks

7.1. The resident acknowledges that recreational facilities involve inherent risks, including but not limited to:

- Slipping, tripping or falling on wet, uneven or slippery surfaces.
- Injuries associated with swimming pools, water, jetties and other recreational areas.
- Burns, fires and other injuries associated with braai facilities, hot surfaces, charcoal and fire.
- Injury or damage arising from the actions or conduct of other users.
- Loss of or damage to personal belongings brought onto the premises.

7.2. The resident understands that these risks may result in personal injury, illness, loss or damage and agrees to exercise appropriate care when using the facilities.

7.3. The resident is responsible for supervising their children and ensuring that their guests, including children in their care, behave responsibly and comply with the rules.

8. Personal responsibility

8.1. The resident and their guests use the recreational facilities voluntarily and must exercise reasonable care for their own safety and the safety of others.

8.2. The resident must comply with all safety instructions, warning signs and reasonable directions given by authorised Estate personnel.

8.3. The resident must not use any facility in a manner that is unsafe, prohibited or likely to endanger other users.

8.4. The resident must report any hazardous condition, damage, accident or incident to Estate management or security as soon as reasonably possible.

9. Indemnity and limitation of liability

9.1. To the extent permitted by South African law, the resident accepts responsibility for loss, damage or injury arising from their own unlawful, negligent or wrongful conduct, or that of their guests, including damage to Estate property.

9.2. To the extent permitted by law, the resident agrees to indemnify the Estate, its homeowners' association, directors, employees and authorised representatives against third-party claims, losses, damages and reasonable legal costs arising from the negligent, unlawful or wrongful acts or omissions of the resident or their guests in connection with their use of the recreational facilities.

9.3. Nothing in this agreement excludes or limits any liability that cannot lawfully be excluded or limited under South African law. This indemnity does not purport to exempt the Estate or any other person from liability for gross negligence, wilful misconduct or any other liability that cannot lawfully be excluded.

9.4. This agreement does not remove any rights that the resident or their guests may have under applicable law.

10. Responsibility for guests

10.1. The resident making the booking must inform their guests of the applicable rules and take reasonable steps to ensure compliance.

10.2. The resident acknowledges that they may be held responsible, to the extent permitted by law and the applicable Estate rules, for damage caused by their guests or for additional cleaning required as a result of their gathering.

10.3. The resident may not transfer a booking to another person or allow others to use the booked facility in their absence.

PART C: ELECTRONIC ACCEPTANCE

11. Confirmation and acceptance

By selecting the acceptance checkbox and proceeding with the booking, the resident confirms that:

11.1. They have read and understood the booking rules, indemnity and assumption-of-risk provisions.

11.2. They understand that recreational activities carry inherent risks, including the possibility of injury, loss or damage.

11.3. They agree to comply with the rules and take reasonable steps to ensure that their guests do the same.

11.4. They understand that the indemnity and limitation-of-liability provisions apply only to the extent permitted by South African law.

11.5. They understand that non-compliance may result in applicable fines, cleaning charges or other measures permitted by the Estate's rules and governing documents.

Sable Hills Waterfront Estate Board of Directors
