

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, HOLD HARMLESS AND INDEMNITY AGREEMENT DISCLAIMER CLAUSE

I/We the undersigned herewith agree that VILLA SIESTA, the body corporate members of VILLA SIESTA, their agents, officers, trustees, employees, volunteers, representatives, and owners (hereafter referred to as "VILLA SIESTA")

ARE not responsible for any death, illness, injury, loss or damage of any kind sustained by any person or that of my family members, friends, associates or the like while I/We are visiting / lodging at the premises of VILLA SIESTA, and its surrounding areas, caused in any manner whatsoever.

DESCRIPTION OF RISKS:

I/we acknowledge that I/We are aware of the possible risks, dangers and hazards associated with visiting VILLA SIESTA and all related activities on the premises and surrounding area, including the possible risk of severe or fatal injury to others or myself/ourselves. These risks include, but are not limited to:

- **SWIMMING:** any injury, illness, death, loss or damage whilst swimming in the ocean, attending the beach front located at VILLA SIESTA, including the lagoon located on the premises etc.
- **WEATHER:** any injury, illness, death, loss or damage resulting from exposure to weather elements, and/or
- **PHYSICAL:** physical injuries such as muscular injuries, bruises, scrapes, cuts, sprains, dislocations, broken bones, and head, facial or dental injuries which might result from an accidental injury on the premises or surrounding areas, illness resulting from food poisoning or parasites, and the possibilities of physical confrontations whether caused by myself. Ourselves or some other person or persons resulting in injuries and/or death.
- **PLAYGROUND:** any injuries, illness, death, loss or damage resulting from attending to the playground including but not limited to the trampoline, swings and or the like whilst attending or lodging at the premises or surrounding area.
- **RAILWAY:** any injury, illness, death, loss or damages resulting from attending the premises or lodging at VILLA SIESTA including the railway, railway walkway or bridge or crossing.

I/We accept and assume all such risks, including risks, dangers and hazards not mentioned specifically in this agreement, and the possibility of personal injury, death, illness, permanent disability, property damage or loss resulting thereof.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, HOLDING HARMLESS AND INDEMNITY

In consideration of VILLA SIESTA allowing me/us to visit the premises and stay at the resort and all related activities, I/We agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I/We have or may have against VILLA SIESTA, and their members, Trustees, employees, students, agents, owners and independent contractors as a result of attendance, lodging at the premises and all related activities;
- TO RELEASE VILLA SIESTA from any and all liability from any loss, damage, injury or expense that I/We may suffer, or that my next of kin may suffer as a result of our lodging and attendance at the premises and all related activities due to any cause whatsoever;
- TO INDEMNIFY AND HOLD HARMLESS VILLA SIESTA from any and all liability for any damage including consequential damages to the property of VILLA SIESTA, or personal

injury to, any third party, resulting from my lodging and attendance and all related activities at VILLA SIESTA;

- IN ENTERING INTO THIS AGREEMENT, I/We are not relying upon any oral or written representation or statements made by VILLA SIESTA other than what is set forth in this agreement.

ACKNOWLEDGEMENT:

I/We ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I/We have executed this agreement voluntarily, and that this agreement is to be binding upon my heirs, executors, administrators, representatives, and myself.

Full names and Surname: _____

ID Number: _____

Emergency Contact: _____

Signed this _____ day of _____ 20____ at _____

Signature of Visitor