



BAY VIEW VILLA

ST HELENA BAY

**28 Harbour Deus Close St Helena, Wester Cape
Bay View Villa 1 and 2**

INDEMNITY and DISCLAIMER AGREEMENT

Guests

Name & surname (please print)	
ID Number	
Number of guests	
Time in:	Time out:
Signed at	Date:

Whilst every care has been taken by Bay View Villa 1 and 2 to ensure the safety of guests and their possessions whilst enjoying our accommodation, Bay View Villa 1 and 2 does not accept any liability in the event that any loss or damage to persons or property is experienced by a guest and their visitors.

It is an express condition of entering onto or residing at Bay View Villa 1 or 2 that all guests will be bound by this indemnity. The person signing this indemnity agrees to inform all guests/in his/her party of the contents hereof and all such persons will be consider bound by the provisions contained herein. No guest will be able to enter the property without signing this indemnity and disclaimer together with reading the terms and conditions and the understanding thereof.

All Guests/ Visitors entering or residing at the property do so entirely at their own risk. Right admission is reserved.

ALL guests/visitors agree to indemnify Bay View Villa1 and 2, its employees, owners, agents and hold it blameless against acts or omissions not directly or indirectly related to our gross negligence or acts and occurrences beyond our reasonable control.

By Signing this general indemnity and disclaimers the guest/visitor acknowledges that he/she has read, understands an agrees to the terms and conditions and Bay View Villa rules.

Bay View villa 1 and 2, its owners, agents and employees, will not be held liable for any loss, theft or damage to any personal belongings, including but not limited to, cash jewellery, electronic equipment sporting or recreational equipment, motor vehicles and boats, however caused during your stay and Bay View Villa 1 or 2.



Indoor Swimming Pool- Bay View Villa 1

Any Guest/Visitor using the swimming pool and surrounding area are utilising such facilities entirely at their own risk and they are fully aware that the pool is open and the pool does not have a safety net nor is it enclosed therefore indemnify Bay View Villa 1 and 2 and the owners, agents and employees in full and shall have no claim what's so ever nature against Bay View Villa 1 and 2, its owners agents and employees including any claim from injury/bodily harm/death and or/loss of property which could arise from the use of this facility. Children MUST be supervised at all times.

Loss or damage- Should Bay View Villa 1 and 2 suffer any loss or damage as a result of an act or omission by a guest or visitor of the guest, the guest will remain liable for full reimbursement of such loss or damage and will be billed accordingly.

Right of Admission reserved- Bay View Villa 1 and 2 a all times reserves the right of full admission and accepts no liability for any loss or damage that may result from the legal and reasonable exercising of such rights.

Smoking- for the comfort of all guest's Bay View Villa 1 and 2 is strictly NON- SMOKING, please use outside areas

Minors- are the sole responsibility of the parent's, guardian(s) or the person or persons in whose care they are whilst at Bay View Villa 1 and 2 or whilst using its facilities. Children at all times must be under responsible adult supervision.

Fire prevention- Bay View Villa 1 and 2 have indoor/outdoor Braai areas and an open fire pit in the garden as well as gas operated appliances for Bay View Villa 1. All guests/visitors make use of these facilities at their own risk. Any damages resulting from unattended fires, gas or hot coals will be for the expense of the guest/visitor.

Surrounding Areas- Bay View Villa 1 and 2 is located on a green belt mountain slope and as such there will be animal life including but not limited to snakes, scorpions, spiders and mosquitoes. All guests should be aware of this, and they have adequate medical insurance. Take care when walking in the open bush. The surrounding beaches do not have lifeguards on duty, Children must be supervised by responsible adults at all times.

All guests/ visitors agree and consent to the jurisdiction of the Vredenburg Magistrates Court, Western Cape Province in the event litigation that may result from tis agreement. Bay View Villa 1 and 2 legal costs will be charged at attorney own client scale.

I, the undersigned, _____ (name as stated above), having been given permission to enter the property and recognising and having read and understood the terms and conditions, and the indemnity and disclaimer that exist on premises. I hereby acknowledge that I enter the said property entirely at my own risk and that I shall have no claim against the company/owners or any of its employees, agents or mandatories for any loss, damage or injury whether such loss, injury, death, accident or damage is a result of any negligent act or omission on the part of the company/owner or any of its employees, agents, mandatories.

Signed _____

Date _____

Place _____

ID _____

