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# INDEMNITY / DISCLAIMER

## GRAND LUX BOUTIQUE MANOR C.C.

By signing this document, I / we signify that I / we have read the contents of this indemnity / disclaimer form, that I / we understand and appreciate the nature and effect/s hereof and that same constitutes a binding agreement, and that, by appending my / our signature/s hereto, I / we hereby confirm that all terms and conditions shall be interpreted and take effect according to the laws of South Africa and the courts of South Africa shall have sole jurisdiction in respect of any claims which may arise –

1. I am / we are entering the private property Grand Lux Boutique Manor situated at 2 Cliff Street Hermanus and that right of admission is reserved;
2. I am / we are fully aware that by participating in activities in and around the property, including, without limitation, in and around the accommodation area, which activities include, without limitation, the swimming pool, the gym with gym equipment, moving about over rough terrain, making use of ramps and stairs and other facilities, without limitation, which activities may be inherently dangerous and which activities require that I / we exercise reasonable care;
3. I / we fully acknowledge that by participating in outside tourism tours and excursions amongst other, land and sea-based adventure activities, I / we may be exposed to various risks of harm, and agree that when I / we enter the adjacent coastal reserve for activities such as walking on the Hermanus Cliff Path, I / we do so at my / our own risk;
4. The owners of the property at Cliff street 2, Hermanus; Grand Lux Boutique CC, their related or inter-related companies, corporations, trusts and / or associations, their directors, shareholders, members, agents, employees, representatives, insurers and the relevant landowners, do not accept any liability for any harm of whatsoever nature, suffered by me / us, including, without limitation, -
  - 4.1 any loss of and / or damage to, any property;
  - 4.2 any sickness, illness and / or infection caught, contracted and / or which developed, such as Covid 19.; and / or
  - 4.3 any injury to, or death of, any person;arising from whatsoever cause, including, without limitation, arising in the course of my / our visit or stay at GRAND LUX BOUTIQUE MANOR, including, without limitation, in any of its rooms, or as a consequence of my / our participation in any activity whatsoever, including, without limitation, tours and excursions, within or outside of the boundaries of the property, and whether or not due to negligent, grossly negligent or wilful acts or omissions;

5. I / we hereby expressly, unconditionally and without reservation, indemnify (and / or undertake to indemnify) the GRAND LUX BOUTIQUE MANOR CC, their related or inter-related companies, corporations, trusts and / or associations, their directors, shareholders, members, agents, employees, representatives, insurers and the relevant landowners, and hold them harmless (or undertake to hold them harmless) and absolve them, in full, in respect of any harm, of whatsoever nature and arising from whatsoever cause, suffered by me / us or any member of our party, including, without limitation, the harm and under the circumstances, referred to or contemplated in clause 4 above;
6. I / we further hereby waive and abandon any claim/s, which I / we, my / our dependants or executors, trustees or curators may have, at any time, against GRAND LUX BOUTIQUE MANOR CC, their related or inter-related companies, corporations, trusts and / or associations, their directors, shareholders, members, agents, employees, representatives, insurers and the relevant landowners;
7. Insofar as I / we sign this document in our representative capacity on behalf of any person, including, without limitation, minors, the elderly or persons with any disability, I / we hereby confirm that I am / we are duly authorised to do so and that there is lawful impediment which exists and which precludes me / us from doing so.

**I hereby accept the responsibility to lock my money and valuables in the room safe and return the room keys upon check out. I will personally check my room at check out to take all my belongings with me.**

SIGNED AT GRAND LUX BOUTIQUE MANOR, HERMANUS, SOUTH AFRICA, ON THIS THE ..... DAY OF ..... 20....., AND IN THE PRESENCE OF THE UNDERSIGNED WITNESS/ES.

FULL NAMES OF PARTY MEMBERS	SIGNATURE/S	E-MAIL/S
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....
5. ....	.....	.....

**AS WITNESS:**

1. .... 2. ....

