

This agreement is important. It includes contractual terms and conditions and releases Kinghorn's Gardens from liability.

It must be signed by all guests before they check in.

Guest Indemnity Form

Date of stay:

Arrival

Departure

Guest #1 Name:

Last

First

Email

Gender(M/F)

Date of Birth

Nationality

Address

Emergency Contacts:

Primary contact (name & relationship)

Primary phone

Secondary phone

I, the undersigned, do hereby:

Acknowledge, accept and agree to bind myself and all the persons being with me at Kinghorn's Gardens and all of our visitors to the terms and conditions set out hereunder.

Acknowledge that as a guest of Kinghorn's Gardens and Two Oceans Investments CC, 3 Nthombeni Way, Noordhoek, and during my stay here, I will be residing in and making use of the holiday house and other facilities and amenities that comprise Kinghorn's Gardens and its activities.

Acknowledge that Kinghorn's Gardens, its owner, its officers, employees and representatives accept no responsibility or liability of whatsoever nature in regards to my stay here, including any activities associated therewith or any arrangements incidental thereto such as participating in any activities outside of the property or within it. I acknowledge the risks and hazards, which exist and are present in ventures of this nature.

Accept that neither I nor any of my co-occupants, nor those whom I represent, shall have any claim (whether delictual and/or contractual) against Kinghorn's Gardens, its owner, its officers, its employees and its representatives arising out of injury, disability or death arising or occurring during the stay here or any of the activities associated therewith or incidental thereto, or for the loss or destruction of, or damage to, any of my property.

Indemnify Kinghorn's Gardens, its owners, officers, employees and representatives and fellow guests against any loss, damage, liability, injury or death and any claim for loss, liability, damage, injury and death which may be suffered by myself or any co-occupants arising directly or indirectly from my stay or any of the activities associated therewith or incidental thereto, or use of facilities or equipment whether or not such loss, damage, injury, liability or death was the result of any negligent act or omission on the part of Kinghorn's Gardens, its officers, owners, representatives, employees, fellow guests, or by way of use of defective material or equipment or structures or by way of human or mechanical error, default or failure or from any other cause whatsoever, nothing at all excepted.

Kinghorn's Gardens welcomes children however your children and other minors you hereby agree that you are and shall be at all times solely responsible for their care, actions, safety and protection during your stay.

I declare that I was particularly informed of the dangers and the precautions concerning the pool, the waterfall, the dam, the retaining walls, the fireplaces, the grill, the beehives, the presence of bees in the garden, the sauna, the gas stove, the staircases and the grounds.

It is accepted that I have familiarized myself with any local laws and that contravening these laws will be fully my own legal liability and not that of Kinghorn's Gardens.

It is accepted that Kinghorn's Gardens is located in a residential area where noise levels are subject to strict municipal fines and neighbour law. I fully bind myself to accepting these laws and abiding to them. Kinghorn's Gardens reserves the right to institute a claim against me for fines imposed against such transgressions as may be applicable.

Kinghorn's Gardens reserves the right to institute a claim against me for contravening local laws and regulations on the property.

It is accepted by myself that the pool was uncovered on arrival.

It is accepted that the dam is not secured and is uncovered.

That there are lots of bees in the garden and that the bee hive should not be visited in close proximity.

That under no circumstances whatsoever the waterfall should be stepped onto or climbed onto save for the seating area at the bottom of it and the walkway leading up to this seating area.

That the waterfall is a completely open, unsecured feature and dangerous.

That the staircase to the sundowner deck is steep and to be used with caution.

That because Kinghorn's Gardens is partly a nature reserve it comes with inherent risks which cannot be guarded against.

That the legal maxim specific inclusion of one specific item does not imply exclusion of other items applies to this indemnity.

Declare and warrant that I am authorized to make and give the foregoing waiver of claims and indemnity, and that I fully understand the meaning and effect thereof, and that I am bound thereto without limiting time.

IN TESTIMONY WHEREOF, the indemnitors, intending to be legally bound hereby, have set their hands and affixed their signatures and signed at _____ on this _____ day of _____ 2021 in the presence of the undersigned witnesses.

SIGNATURES

Guest #1 Signature

Print Name

Guest #2 Signature

Print Name

Guest #3 Signature

Print Name

Guest #4 Signature

Print Name

SIGNATURES

As Witness

Print Name

As Witness

Print Name

As Witness

Print Name

As Witness

Print Name