

DERE BAY RESORT LTD

RELEASE AND INDEMNITY AGREEMENT

In consideration of the Resort permitting me to take part in the activities at the resort.

1. I _____ acknowledge the risks involved in the said activities and hereby agree to accept those risks (hidden or otherwise). I hereby agree to comply with all of the rules, regulations and instructions given to me by the Resort in relation to the said activities.

I also accept the risk that the Resort may negligently breach any duty of care howsoever arising that it may owe me in connection with such activities and/or its conduct and/or supervision (if any) of such activities and/or any product which may be used in association with such activities.

2. For the purposes of this document, I understand
 - a. That the word "activities" means all recreational activities, trips, games and services of whatsoever kind which the guests or visitors may participate in or use including (but not limited to) any of the following:
Snorkelling, swimming, fishing, hobby cats, motor boats, dingys, use of moorings and jetty, kayaks, paddleboards, fish feeding, tree climbing, bushwalking, horse riding, village trips, driving, boat and car transfers, massages, etc.
 - b. That the word "product" includes (but is not limited to) any boat, car, snorkelling gear, floating device, fishing and boat gear or attachments and horses.
3. I am aware that the swimming pool has a depth of 1.2 metres and is not suitable for diving and is not supervised
4. I am responsible for asking for a life jacket if I cannot swim or and am an unconfident swimmer.
5. I hereby attest and declare that I am physically and mentally fit to take part in the said activities.
6. I acknowledge that the Resort has made no representation or given any warranty whatsoever concerning:
 - a. The suitability or qualifications of the persons (if any) supervising the said activities or
 - b. Any product which may be used by me or those persons in association with the activities
7. I, for myself and my executors, administrators and assignees hereby release and indemnify the Resort and any owner, officer, employee or servant of the Resort from any liability, action or any claim for injury to my person or property or resulting in my death, and for any damage, loss or expenses whatsoever and however arising from my participation in the said activities or the Resort's conduct or supervision of any such activities, or from the use of any product associated or used in connection with such activities whether caused by the negligence of the Resort or any owner, officer, employee or servant of the Resort or otherwise.
8. I am aware of the Resort's right to charge me for the goods and services used that should be included in my folio and paid for by me on check out.
9. I acknowledge that I am liable for any damage to Resort assets and the Resort has the right to charge me for associated costs of repair or replacement. I note that travel and related insurance cover is solely my care and responsibility.

Name: _____

Block/Yacht/Bure No. : _____

Signature: _____

Date: _____