

# TORTUGA SHARE BLOCK (PTY) LTD "Resort"

## RESORT INDEMNITY

To be signed when checking in at the Resort



### **INTRODUCTION:**

Thank you for confirming your booking. We wish you a happy, enjoyable and fun-filled stay. We want you to have a wonderful holiday experience and to use all the facilities at the Resort safely. We are therefore taking every care to live up to the spirit of the Consumer Protection Act, which will be to your benefit.

According to the Act we need to inform you, before you arrive at the Resort, of the terms and conditions of your stay at the Resort so that you are fully informed. This will also mean that when you arrive at the Resort to check in there will be a minimal delay regarding the signing in process.

To comply with the Act, we enclose a copy of our indemnity form (acceptance of risk) for your and the members in your party's attention.

**PLEASE NOTE: When you arrive at the Resort, every adult in your party must sign the indemnity on their own behalf, and if applicable also on the behalf of their minor children with them for the holiday.**

### **INDEMNITY:**

I / We, the various persons listed below (hereinafter referred to as "we") have read and understand the content of this form.

1 By signing this form, we accept the conditions of residence and personal liability for all amounts arising from or due to my/our residence.

2 We are aware of the facilities and activities provided at the Resort and the risks, that we have been made aware of in this form, and by our signature accept the terms of this indemnity and as such we agree to be bound by the following:

2.1 We obtained and read the information on the facilities and activities at the Resort from: (tick and initial whichever is applicable)

- Club Members' Portfolio / Club's Vacation Guide
- As provided by the Resort and / or the Operator
- Resort / Club / Exchange Company / Travel Website(s)
- Other Travel Magazine / Brochure
- From Confirmation Letter
- Received a detailed briefing

2.2 We individually and on behalf of the members of my/our party for whom we are legally responsible (my/our children and those in my/our care, guardianship or custody) understand and accept that it is a condition of my/our stay at the Resort that the Resort shall not be responsible for any injury to or death of any person or the loss or destruction of or damage to any of my/our property at the Resort, arising from the supply of goods and services at the Resort, except in the case of gross negligence of the Resort.

2.3 Where appropriate, reference to the Resort includes the Operator and/or its members and/or directors and/or employees and/or agents and/or suppliers and/or the various operators associated with, contracted to or providing services on or to the Resort.

### **PERSONAL UNDERTAKING**

2.4.1 We are aware of and accept that we and members of my/our party for whom we are legally responsible may be exposed to a variety of risks and dangers at the Resort and, or associated directly or indirectly with, the use of accommodation and facilities, and participation in optional activities offered by the Resort.

2.4.2 We realise that depending on the activities we choose to participate in, this may require of me/us to be in a good physical and mental condition and we warrant that we are in such a condition.

2.4.3 We agree at all times to obey, whether in the Resort area or participating in any activity, any warning notices and instructions of the Resort and/or the Operators, their management and/or the person in charge of the activity who in his/her sole discretion, may decide to cancel, terminate or curtail any activity at any stage for whatever reason in his/her sole discretion as he/she deems fit.

2.4.4 We confirm that we have perused the Terms & Conditions of Occupation, including the House Rules, prior to our arrival at the Resort and that we are familiar with the contents thereof, which includes but is not limited to, information on the facilities, activities and services available at the Resort. Copies of these documentation are available at reception and placed in all the unit(s) of the Resort.

2.4.5 We undertake to ensure that no more than the maximum party size indicated on the guest certificate will occupy the allocated unit.

2.4.6 We are aware that there could be wild animals, arachnids, reptiles, insects and others on the premises, regardless of the generality of the aforementioned.

2.4.7 We confirm that we will abide by the Resort Rules, the terms and conditions provided herein and the Confirmation Letter, as well as any directives from Management and understand that non-adherence thereto will amount to immediate eviction at Management and/or security's sole discretion.

2.4.8 We have read, understood and accept the terms and conditions as provided herein.

### **3 Marketing & Special Offers**

There may be **various specials**, or offers via affiliates, suppliers, or other companies or businesses situated on the **Resort** from time to time. You can opt out at any time should you no longer wish to receive the information, or be contacted with special offers.

3.1 I would like to receive information or be contacted by the resort, affiliates, suppliers, or other companies or businesses situated on the Resort and agree that the Resort may collect, use and disclose my personal information for these purposes.

Y	N
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SIGNED AT \_\_\_\_\_ ON \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_  
NAMES AND SIGNATURES OF ALL ADULT PERSONS IN THE PARTY

1) Full Name \_\_\_\_\_

ID \_\_\_\_\_

Signature \_\_\_\_\_

Cell \_\_\_\_\_ Car Registration \_\_\_\_\_

Email \_\_\_\_\_

2) Full Name \_\_\_\_\_

ID \_\_\_\_\_

Signature \_\_\_\_\_

3) Full Name \_\_\_\_\_

ID \_\_\_\_\_

Signature \_\_\_\_\_

4) Full Name \_\_\_\_\_

ID \_\_\_\_\_

Signature \_\_\_\_\_

5) Full Name \_\_\_\_\_

ID \_\_\_\_\_

Signature \_\_\_\_\_

6) Full Name \_\_\_\_\_

ID \_\_\_\_\_

Signature \_\_\_\_\_

### **MINORS IN OUR PARTY FOR WHOM WE ARE LEGALLY RESPONSIBLE**

1) Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Parent/Guardian \_\_\_\_\_

2) Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Parent/Guardian \_\_\_\_\_

3) Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Parent/Guardian \_\_\_\_\_

4) Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Parent/Guardian \_\_\_\_\_