

# SWIMMING POOL WAIVER AND RELEASE OF LIABILITY FORM

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

**PLEASE READ CAREFULLY. BY MAKING USE OF THE POOL FACILITIES AT MRLTH. LUXURY SAFARI VILLA, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

By choosing to use the pool facilities, you recognize and fully understand that:

- Ø At no time is the pool supervised or a lifeguard on duty
- Ø You (the hirer) are responsible for the safe operation of the pool facilities and are responsible for all persons using the pool facilities during your hire period
- Ø The use of the pool facilities during your hire period involves a number of risks, including but not limited to:
  - The risk of injury or death as a result of possible malfunction of pool equipment during hire;
  - The risk of injuries or death resulting from slips, trips and falls in the pool area;
  - The risk of injuries or death resulting from the lack of pool supervision;
  - The risk of injuries or death as a result of running, jumping, diving or other similar actions; o The risk of other injuries or death resulting from any other actions in the pool and surrounding areas.
- Ø You recognize and fully understand that the above list is not an exhaustive list of all possible risks, and only provides examples of risks that could possibly occur whilst using the pool facilities.

In exchange for 'MRLTH. Luxury Safari Villa' allowing you to utilize the pool facilities and surrounding area during your hire period, you hereby agree to the conditions laid out below. You fully intend and choose to give up the legal rights, as stated below:

1. To waive any and all claims that you have or may have in the future against 'MRLTH. Luxury Safari Villa' and its owners or representatives, relating to the use of the pool and pool area;
2. To release 'MRLTH. Luxury Safari Villa' owners and representatives from any and all liability for any loss, damage, injury, expense, or other cost that you may suffer or that your next of kin may suffer in connection with your use of the pool and / or pool area to any cause whatsoever, including negligence on the part of the owners or representatives;
3. To hold harmless and indemnify the owners or representatives from any and all liability to property and personal injury, to any third party, resulting from use of the pool or pool area;
4. you can confirm that you are over the age of 18 and that you are responsible for all persons in your group and will adhere to all the rules of the premises;
5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorised to act on your behalf or on behalf of your estate.

You are aware that by using the pool (area), you are waiving certain legal rights that you may have against 'MRLTH. Luxury Safari Villa' owners and representatives, and you fully agree to do so.