



AGREEMENT AND INDEMNITY

1. The right of admission of all persons to THE MERCURY HIBBERDENE CHILDREN'S HOLIDAY HOME ("the Home") is reserved.
2. All visitors/volunteers shall at all times strictly adhere to the HOUSE RULES, displayed on the walls, in a folder in the coffee area and issued from time to time by the Management of the Home. The Mercury HCH reserves the right to remove any visitor/volunteer from our property should he/she fail to comply with the House Rules.
3. All visitors/volunteers acknowledge that they are aware of and fully appreciate the presence of and the dangers of the South African Railway Line, which is next door to the western boundary of the Home and the sea, which is not guarded by lifesavers, and the swimming pool and slide, which are located on the property.
4. All visitors/volunteers agree to waive all claims of any nature against the Home arising from any cause whatsoever which may arise during any visit to the Home. Without limitation such waiver shall include all or any claims of either a contractual or delictual nature including claims which may arise as a result of the condition of the property and its surrounds, the conduct either by way of commission or omission by the management or staff of the Home or any other visitor or supplier, including any act of negligence, on such person's or the Home's part.
5. All visitors/volunteers voluntarily accept the risk of any harm being done to them during the course of any visit.
6. All visitors/volunteers indemnify the Home against any claim arising as a result of their conduct either by way of omission or commission. All visitors/volunteers will accept personal liability to make good any damage caused to the property of the Home in the course of any visit. Any caregiver, teacher in charge or guardian of a minor shall be jointly and severally liable for any such damage caused by his/her ward, learner or minor.
7. In the case of any claim made by or against any learner, such learner's school, herein represented by its duly authorised representative, who hereby warrants their authority, hereby indemnifies the Home against any such claim and shall make good any claim in favour of or against the Home.

DATE :2016

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AUTHORISED REPRESENTATIVE
 (Signature)

FULL NAME :.....
 (Please print)

SCHOOL/GROUP :