

# the room key

## Indemnity

- 1) We are occupying the property indicated on the Booking Form ("the premises") at our own and sole risk and are using the facilities and all recreational equipment on the premises entirely at our own risk and we hereby indemnify and hold harmless the owner of the premises and their members, employees, agents and/or affiliates ("the indemnified parties") against all liability for any and all claims whatsoever and howsoever arising, including without limitation, any consequential loss, theft, or damage to our property (whether corporeal or otherwise) or any illness, injury, or death which may arise irrespective of the cause of any such loss, theft, damage, illness, injury or death and in particular, whether arising through negligence or recklessness and whether liability would be vicarious or not.
- 2) We hereby release, indemnify and hold harmless the indemnified parties against any and all liability, claims, demands, losses, or damages whatsoever and howsoever arising, including without limitation, for personal injury, property damage, or wrongful death of our minor children ("the minor"). We further agree that, despite this agreement, should we, the minor, or anyone on the minor's behalf institute a claim against the indemnified parties, we hereby indemnify and hold harmless the indemnified parties from any litigation expenses, attorneys' fees, loss, liability, damage or costs which the indemnified parties may incur as a result of such claim. Where any of the above is not allowed by law, only that shall be null and void, and the remainder of the clauses shall still apply.