



# Berg River Resort

T 021 007 1852/3

F 086 215 1401

E info@bergriverresort.co.za

www.bergriverresort.co.za

R45 FRANSCHHOEK ROAD, PAARL, 7646

Find us on Facebook  and 

## Berg River Trust, Masters Reference Number IT 638/97 t/a Berg River Resort

### ASSUMPTION OF RISK, WAIVER AND INDEMNITY IN FAVOUR OF AND ACKNOWLEDGEMENT OF RECEIPT OF AND UNDERSTANDING OF THE GENERAL RULES OF THE RESORT:

Individual Name and Surname	
Identity Number	
Principle place of business / residential address ( <i>domicilium</i> )	
E-mail	
Cell:	
(Hereinafter referred to as the "guest")	

do hereby acknowledge and confirm that:

- The guest agrees and acknowledges that his/her stay at the Berg River Resort situated on  
**R45 Franschhoek Rd**  
**Paarl South**  
(Hereinafter referred to as "the resort") and the use of any facilities or amenities at the resort is at the guest's own risk. The guest is responsible for his/her own safety and well-being while in the resort.
- For the purposes of this disclaimer "the guest" shall be read to include reference to his/her spouse, dependant(s), guest(s) and/or employee(s) that visits the resort.
- The guest acknowledges and agrees that no other guarantees and/or warranties have been made otherwise as set out in this disclaimer.
- The resort's owner (in this clause the owner shall be read to include reference to the resorts owner's affiliates, management of the resort, shareholders, agents, consultants or employees) (hereinafter referred to as the "owner") accepts no responsibility for damage, cost, expenses, claims, food indisposition, injuries or death, as a result of my stay at the resort or making use of any of the facilities or amenities, **unless such loss, injuries or death can be attributed to any circumstances within the owners reasonable control**, including but not limited to any of the following detailed circumstances:
  - any negligent acts and/or omissions of the owner, not also including gross negligence;
  - any loss, theft or damage to any personal belongings, cash, jewellery and/or motor vehicles, arising from whatsoever nature, during the guest's stay at the resort;
  - any liability arising from any circumstances outside of the owner's control (i.e. Acts of God, fire, falling of branches, explosion, power failure, strikes, riots, natural disasters, plumbing installations, the breakdown of domestic appliances, invasion of pests etc.);
  - any liability arising from any fall or hit or misstep resulting from any slippery or uneven surfaces on the resort.
- This disclaimer shall include any damages or injuries as contained in paragraph 4 during any activities offered by a third party, ("third party" shall refer to any person or company) i.e., a promoter of certain products/ goods/ equipment, entertainer, as authorised by the owner, **unless such damages or injuries can be attributed to the owners acting in a grossly negligent or wilful manner**. However, it is subjected to the warranties that may be associated with such products/ goods/ equipment that is being promoted or sold by the third party.
- Having read and understood the disclaimer contained in paragraph 4 above the guest has agreed and acknowledged to indemnify the owner against damage, cost (including legal costs on an attorney and guest scale), expenses, claims, food indisposition, injuries or death or death that may be suffered (whether direct or consequential) by the guest arising out of any nature, **unless such loss, injuries or death can be attributed to the owner acting in a grossly negligent or wilful manner**.

7. This indemnity is irrevocable and shall remain valid for an indefinite period commencing from date of signature hereof terminating only upon written advice given to the guest by the resort management or any person who is empowered to give such advice.
8. All the provisions of this disclaimer are severable from each other. Any provision of this disclaimer which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of this disclaimer shall remain of full force and effect.
9. This disclaimer should be read together with any rules and regulations that may be given to the guest by the owner upon arrival. Such rules and regulations will be regarded as forming part to this disclaimer as may be deemed necessary.
10. General Conduct. The guest agrees to abide by the rules of the Resort and to ensure that their guests and persons under their control in no way be or become an annoyance or in any way interfere with the general comfort of the guests. By 11pm the resort must be quit and all public areas will be closed for use. As a consideration to everyone, we have a no music policy. No loud, aggressive or anti-social behaviour will be tolerated.
11. Accounts. All outstanding monies must be paid on arrival.
12. Riverbank. Please note that the riverbank is for the use of everybody in the resort. However, the chalet guests do have exclusive use of a small area directly in front of their chalet.
13. Speed limit. The speed limit on all resort roads, in side as well as outside, is 10km/h. Pedestrians have the right of way. Any person who exceeds this limit or who drives carelessly will be asked to leave his/her car outside the resort.
14. Children. Parents are expected to exercise control over their children's behaviour and see that they do not damage the property, trees, etc. Children under 8 must be accompanied by an adult when using the ablution facilities.
15. Smoking. All buildings in the resort are smoke free, this includes the office, chalets, ablution facilities, hall and shop.
16. Visitors. The number of visitors may be restricted at the management's discretion. Day and overnight visitors to residing guests will only be permitted with permission of management and right of admission is reserved. A fee, regardless of age will be levied. Visitors will be charged the normal camping rates, even if they occupy the same site as the residing guests. Please note that we do not allow taxis or drop offs.
17. Occupational rights. Right of admission is reserved. We are a family orientated resort. We only cater for couples or families (parents with kids). Management reserves the right to refuse accommodation to any person who, in the opinion of Management is not suitable to take responsibility. In such cases, all hire charges paid shall be refunded in full and the contract shall be cancelled. Management also reserves the right to ask any guest to leave the resort if such a guest persists in breaking the rules of the Resort or if it is a serious offence. In such cases no refunds will be made.
18. Permitted number of persons. The maximum number of persons specified for stands and chalets is strictly enforced.
19. Rights. Management reserve the right to relocate a booking to another unit or stand if **reasonably** necessary. Management reserves the right to enter any accommodation at **reasonable times**.
20. Ground sheets. Only aerated type ground sheets allowed on grassed areas.
21. Pets. Dogs and cats are not permitted under any circumstances
22. Laundry facilities. There are automatic washing machines and tumble drier in the bathrooms opposite the waterslide. Tokens can be bought at reception. Visitors to supply their own washing powder.
23. The shop on the premises. The shop on the premises is operated by an outside agent. The business hours of the shop varies depending on the season. The business hours will be advertised outside the entrance to the cafe. They serve light meals and take-aways. Boats/canoes are available to hire. They also cater for group functions. Please check with the office before assuming it is in operation. Contact them directly on 071-1158450.
24. Waterslide and mini-golf. These facilities are operated by an outside agent. Their hours are also seasonal. Please check with the office before assuming it is in operation.
25. Security. The security of our visitors is very important to us. Please report any problems to the office staff or to security after hours.
26. Glassware and alcohol. Please note that we do not allow any glassware in the river or pool. Further to this we also do not allow alcohol in the area directly next to the pool.
27. Staff Duties. Please do not hinder the staff in performing their duties. Under no circumstances is alcohol to be given to them.
28. Tents. We do not permit army tents.
29. Fires. Please use the provided spots to make fires in. Guests are not allowed to make fires directly on the ground, except in the bush camp area (Blikkies). Please ensure that such braai spots are safe.

I, the signatory warrant as a statement of fact that I have full legal capacity to enter into this agreement and confirm that I have read and understand the terms of this indemnity and other regulations and agree to be bound by the terms hereby.

GUEST'S SIGNATURE: \_\_\_\_\_

INITIALS AND SURNAME IN PRINT: \_\_\_\_\_

DATE: \_\_\_\_\_ PLACE: \_\_\_\_\_