

Cayman Kai Vacations



Specializing in offering

"The Island Houses of Cayman Kai"

*Vacation Rentals, Rental Management and Investment Properties
in the Cayman Kai/Rum Point area, Grand Caymans, Cayman Islands*

Web Site: www.caymankaivacations.com

Email: caymankaivacations@msn.com

Phone: (412) 828-2111 in USA

Fax: (412) 828-2115 in USA



HOLD HARMLESS & TERMS & CONDITION AGREEMENT WITH THE OWNERS OF TOTO KAI - ISLAND HOUSE #13, RENTAL PROPERTY AT CAYMAN KAI, GRAND CAYMAN, CAYMAN ISLANDS

I hereby acknowledge that I have voluntarily chosen to use said rental property, and all of its amenities, further know as "equipment", offered at Toto Kai - Island House #13 Rental Property, 19 Sand Pointe Road, Cayman Kai, Grand Cayman, Cayman Islands.

I understand the risks involved in the use of this said rental property and equipment. I recognize that the use of this said rental property and equipment and its activities involves possible risk of injury and I agree to accept any and all risks associated with it, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that use of this said rental property and equipment involves activities and the possible reckless conduct of other participants. I am voluntarily participating in the use of this said rental property and equipment with the knowledge of the risks involved and hereby agrees to accept any and all inherent risks of property damage, bodily injury, or death.

In consideration of my use of this said rental property and equipment and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless, Owners of Toto Kai - Island House #13 Rental Property and assigns from and against all claims arising out of or resulting from the use of this said rental property and equipment by Guest/Renter. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from the use of this said rental property and equipment.

In addition, I hereby voluntarily hold harmless, Owners of Toto Kai - Island House #13 Rental Property from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns from the use of this said rental property and equipment.

I also understand that Owners of Toto Kai - Island House #13 Rental Property do not provide any medical or life insurance to cover bodily injury, illness or death, nor insurance for personal property damage or loss, nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance to cover these expenses.

I hereby voluntarily accept all responsibility for any Loss or Damage to said rental property and equipment used while I am renting this rental property and agrees to fully compensate the Owners of Toto Kai - Island House #13 Rental Property for any Loss or Damage to said rental property and equipment, except for any Loss or Damage caused by Acts of God (including such events as weather conditions or earthquakes) and any Loss or Damage caused by faults or deficiencies in the property and equipment.

I have read, understand and acknowledge agreement to the Terms & Conditions of Cayman Kai Vacations and The Island House of Cayman Kai which were emailed to you and are published on their web site (www.caymankai vacations.com).

I further understand that this acknowledgment of this Hold Harmless and Terms & Conditions is intended to be as broad and inclusive as permitted by the laws on the Island of Grand Cayman and shall be in full legal force and effect.

I agree to honor any applicable Rules or By-Laws that the Strata Plan #32, (the Corporation of the Island House Owners) may have or put in force at the time on my occupancy of the property.

I agree that this acknowledgment of this Hold Harmless and Terms & Conditions is effective for as long as I rent said rental property and use said equipment.

Sign this _____ day of _____ of the Year _____

Signatures of all user's (Head of Household may sign for family)

Guest/Renter

Guest/Renter

Guest/Renter

Guest/Renter

Guest/Renter

Guest/Renter

Please print, sign and either fax to Cayman Kai Vacations at 412-828-2115, or scan and email to caymankaivacations@msn.com or return with your deposit to Cayman Kai Vacations, 244 Sweet Gum Road, Pittsburgh, PA 15238