

**MON REPOS VILLA, BRITISH VIRGIN ISLANDS  
RELEASE AND INDEMNITY AGREEMENT**

Comes now \_\_\_\_\_ as Tenant at the vacation Rental Property in The Baths Hill, Virgin Gorda, British Virgin Islands (the villa known as **MON REPOS, hereinafter the "Rental Property"**), and agrees to keep and hold harmless and does now release, acquit and forever discharge the Landlord, **JEOH Ltd. and their representatives/agents** (which expression shall include where the context admits Landlord's successors in title, heirs and assigns), together with the rental agent and property manager or property representative all damages, liability, actions, claims, demands, or losses accruing to me resulting from any known or unknown present or future injury, loss, or damage, sustained by me or the minor child/children named:

arising while the Property is occupied by the Tenant or arising from any negligence by the Tenant or failure on the Tenant's part to comply with any of the covenants, terms and conditions of this rental whether it be caused or contributed to by, or due to the failure of the Landlords to perform any of the covenants expressed or implied.

Tenant acknowledges that the rental property contains several large boulders in the interior, and that electrical outages are not infrequent in the British Virgin Islands, and therefore Tenant and the above named minor children will exercise extreme caution regarding Rental Property, and regarding the swimming pool (which has no railing, barriers, or safety precautions preventing any person from falling into the pool or over its edge, or off the surrounding boulders), the verandas, balconies, decks, walkways and staircases, the tortoise pen, the driveway and main road, gardens and grounds, and hereby warrants that he or other adult(s) will constantly supervise children while in the Rental Property and while on or near the verandas, balconies, decks, walkways and staircases, the driveway, road, gardens and grounds, the tortoise pen, and/or in the swimming pool areas.

Tenant voluntarily accepts all risk of loss, damage, or injury to person or property to self, family or anyone on the Rental Property with our permission, which injury or damage results from our use of the Rental Property. Furthermore, I (we) agree that I (we) will not make a claim against or sue the Landlord(s), the rental agent and property manager or property representative, its owners or employees, family, or related entities, for any loss, damage or injury. I (we) understand that this is a release and indemnity of Landlord(s) and agents from any and all liability with respect to any claims brought by Tenant, Tenant's children, employees, agents, visitors, guests and invitees for any loss, damage or injury. In the event that this release and indemnity is found unenforceable for any reason, Tenant agrees that the limit of Landlord's liability in respect of any damages, liability, actions, claims, demands, or losses shall be limited to the amount paid by the Tenant for rental of the Rental Property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(signature)

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
WITNESS

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WITNESS