

VISITOR DECLARATION FORM

As guests/ visitors of Villa No. ____/ Estate ____ at ‘**The Woodside**’, Village Jatrog and Dhaula, Tehsil Kasauli, P.O. Darwa, Sub Tehsil Krishangarh, Benalgi (near Kuthar), District Solan – 173 206, Himachal Pradesh (hereinafter referred to as “**Villa**”), I

(Address) (Driving License no. _____) on my behalf and on behalf of my group consisting of ____ persons including ____ minor children, do hereby acknowledge, declare and release the owner of the Villa, Woodside Developments Pvt. Ltd. (including its directors and employees), Association of Villa Owners (including all its members), Express Housekeeper Pvt. Ltd. (including its directors and employees), Progressive Hospitality (including its proprietor and employees) and/or caretaker of the said Villa (hereinafter referred to as “**Management**”) with respect to the following:

1. That I/ we have downloaded the Aarogya Setu Application on my handheld mobile device. The mobile device is operational and charged and I/ we shall carry it with me/ us at all times for the duration of my/ our visit to “**the Woodside**” residential housing complex (hereinafter referred to as “**Residential Housing Complex**”).
2. That neither a member of my family (those in the same household) nor I have suffered any symptoms of COVID-19 over the last fourteen (14) days from the date of this declaration. I understand that the following conditions are known symptoms of the infection:
 - a. Fever
 - b. Dry Cough
 - c. Sore Throat
 - d. Breathlessness
 - e. Chest Pain
 - f. Fatigue
3. That I/ we are neither visiting from a hotspot/ containment zone nor have I travelled abroad over the last fourteen (14) days.
4. That I/ we will wear our face mask for the duration of the visit and maintain a high standard of personal hygiene, social distancing norms and safety protocols.
5. That I/ we will abide by all precautionary measures recommended by the Government of India/ Government of Himachal Pradesh concerning COVID-19 and will fully abide by all the Community Rules and Regulations/ Code of Conduct of the Residential Housing Complex as stipulated by Woodside Developments Pvt. Ltd./ Association of Villa Owners and, in particular, as specifically described as Annexure I attached hereto.
6. That I/ we understand the prevailing risk of exposure to COVID-19 across the globe and shall not hold the Residential Housing Complex or any of its officials responsible, in case I/ we contract the infection as a result of my visit to the Residential Housing Complex.
7. I am willingly paying a security deposit of Rs. _____/- (hereinafter referred to “**Security Deposit**”) as mentioned to me at the time of my booking which will be refunded to me in full by Progressive Hospitality (at the time of checking out) subject to no damage to property and losses suffered by the Management and there being no violation of this Visitor Declaration Form document signed by me.
8. Shisha & Hooka usage and consumption is totally banned at the Villa and/ or the Residential Housing Complex and if so detected, and then the Management has the right to cancel my stay and to forfeit my Security Deposit.
9. Outside DJ/ singers are not allowed in the Villa and/ or the Residential Housing Complex.

Guest/ Visitor Signature: _____

Manager:

10. I or any of my group members shall not smoke cigarettes inside the Villa and/ or in the clubhouse (except the lounge room on the first floor and pool deck area) / coffee pavilion of the Residential Housing Complex, and if it so happens, the Management has the right to cancel my booking immediately and to forfeit the Security Deposit. Smokers are requested to use the garden/ open deck areas or the room balconies in the Villa and/ or the clubhouse only.
11. It shall be my duty to inform and brief my entire group members about the contents of this Visitor Declaration Form document, which I am signing after fully understanding it and on my free will.
12. During our stay, it will be my/our duty to take care of myself and each group member and protect us/ them from all accidents, injuries and threat to all life and property, including that of third parties. All minors, children, adolescents and persons with disability will be given special attention and will be supervised constantly and continuously by me/ other group members.
13. I/ we acknowledge that the Management has not made any representation to me or to my group members about any specific quality, level of maintenance, and good condition of any off-road adventure vehicles, ATVs, golf cart, bicycles, Residential Housing Complex vehicle, electric gadgets and other machines provided in the Villa or elsewhere in the Residential Housing Complex. It shall be my/our responsibility to check and ensure prior to the use of the same about the conditions, break system, terrain conditions, knowledge and ability to operate. I/we acknowledge the inherent risks involved in such activities and waive all rights and claims therewith. I/we shall not hold the Management responsible for any injuries, damage to life and property.
14. I/ we acknowledge that the swimming pools are shallow in the Villa and in the clubhouse of the Residential Housing Complex and are not fit for diving. I am fully aware that no life guards are provided at the swimming pool in the Villa and/ or the clubhouse of the Residential Housing Complex. Subject to the above, I/ we shall take care and protect ourselves against any injury and/ or accidental death or drowning or COVID-19 contamination and waive and discharge the Management from any and all claims, damages, complaints, costs and expenses.
15. I/ we shall ensure that I/ we shall not indulge in any acts of violence, criminal activities, disturbance, ruffian behavior, disruptive activities, destruction, risky activities, careless and/or negligent activities, adventure sports, operate any vehicle, off-road adventure vehicles, ATVs, other machines and/ or like activities, rashly, carelessly and/or without proper training to handle them, in any manner whatsoever.
16. Using of the swimming pools at the Villa and/ or at the clubhouse of the Residential Housing Complex shall be strictly as per the rules and subject to notices and warnings exhibited at the respective premises.
17. I/ we acknowledge that the common facilities/ areas at the Residential Housing Complex (such as the clubhouse, coffee pavilion, 'Pizza Deck' restaurant, viewing deck areas, driver's dormitory etc.) shall be used without causing any annoyance to other guests and without any acts of destruction or damage.
18. I/ we acknowledge that the nearest medical facilities are far away from the Villa/ Residential Housing Complex and there are no in house medical facilities/medical help and ambulance(s) may not be readily available.
19. If due to the activities of myself and/ or any members of my group, any damage or injury to the life and property of Management, staff, other guests and/or third parties is caused to me and/ or members of my group, I and each of my group members, jointly and severally, shall be liable to indemnify and keep indemnified the Management, staff, other guests and/or third parties from all such damages, losses and costs.
20. Notwithstanding the period of booking, reservation and/ or payments made, the Management shall have the undisputed right to demand us to vacate of the Villa and/ or the Residential Housing Complex if any violations of the contents of this Visitor Declaration Form document

Manager:

Guest/ Visitor Signature: _____



are committed by me or any of my group members. In such a situation, subject to the invocation of the Security Deposit, the Management with refund any balance amount received for the unexpired period of stay/ license after deducting for all the damages to property and losses suffered by the Management.

21. I/ we shall not claim any damages, losses, compensation and costs from the Management for any damage or injury to life and property which is caused to me or any of my group members during our stay in the Villa and/ or the Residential Housing Complex.
22. I/we hereby waive all our rights inconsistent herewith and also waive right to enforce the same through a court of law and/or quasi-judicial/ consumer courts/ governmental authorities.

(Guest/ Visitor Signature)

Kasauli Tehsil, District Solan, Himachal Pradesh

Name: _____

Date: _____

Guest/ Visitor Signature: _____

Manager:

PROGRESSIVE.
HOSPITALITY

Annexure 1 : ‘the Woodside’ - Community Rules and Regulations/ Code of Conduct

1. The villa owners/ occupants/ guests, while enjoying the ownership and use of any of the villas in ‘the Woodside’ residential housing complex, must not cause or permit or suffer to be done in the villa, anything, that may be a nuisance or annoyance (especially loud music, particularly in the lawn/ pool areas, deck areas or balconies) to the owners/ occupiers/ guests of any adjoining or neighbouring villas or the community as a whole. After being issued a second warning by the Property Manager on duty (whose decision will be final and respected by all), any further violation of this rule by villa owners/ occupants/ guests in any villa, will result in the electricity utility services being temporarily discontinued (as an extreme measure) by the appointed maintenance agency/ Association of Villa Owners, who shall not be responsible or liable for any inconvenience, loss or injury occasioned to any villa owners/ occupants/ guests of the villas. Provided further that in addition to the discontinuation of the electricity utility services, security deposit (if any), may also be en-cashed by the third party management company, who is empowered to lease/ license/ rent few villas on behalf of the villa owners.
2. All villa owners/ occupants/ guests in any of the villas in ‘the Woodside’ residential housing complex shall not use profane, vulgar or other improper/ abusive language or gestures including, but not limited to, racial or ethnic slurs with other owners/ occupiers/ guests of any adjoining or neighbouring villas or the officials/ employees/ staff of the appointed maintenance agency/ Association of Villa Owners and/ or third party management company, who is empowered to lease/ license/ rent few villas on behalf of the villa owners.
3. All villa owners/ occupants/ guests in any of the villas in ‘the Woodside’ residential housing complex shall not possess, handle, or transmit any object that can be considered a weapon (for example, but not limited to, guns, knives, chains, chemicals, to include mace, fireworks of any kind or other dangerous object or any object that looks like a weapon unless used within the villa for decorative/ ornamental purposes only).
4. The villa owners/ occupants/ guests must allow officials/ employees/ staff/ security guards of the appointed maintenance agency/ Association of Villa Owners and/ or third party management company to conduct thermal temperature scanning of all villa owners/ occupants/ guests at the entrance gate of the ‘the Woodside’ residential housing complex.
5. The villa owners/ occupants/ guests must ensure that all vehicles of owners/ occupants/ guests are driven at a slow speed (less than 10 km/ hour) on the internal road network within ‘the Woodside’ residential housing complex.
6. The villa owners/ occupants/ guests must not keep or allow to be kept in the villa any poultry animals, other than domestic pets and must not allow the domestic pets to trespass or cause nuisance or annoyance to the owners/ occupiers/ guests of any adjoining or neighbouring villas or the community as a whole.
7. The villa owners/ occupants/ guests must not permit their domestic pets to foul/ litter the common green areas/ organized greens, water bodies, and other common areas or any open

Guest/ Visitor Signature: _____

Manager:



spaces, and other equipments and machinery etc. forming part of or installed within 'the Woodside' residential housing complex.

8. The villa owners/ occupants/ guests must keep and secure in a tidy condition any refuse container or dustbin and must not place or leave any such refuse container or dustbin or any other refuse, whatsoever, in the common areas, of 'the Woodside' residential housing complex or in or upon any pavement, walkway, internal road network or thoroughfare within 'the Woodside' residential housing complex.

Clubhouse Rules:

9. Clubhouse in 'the Woodside' residential housing complex is open for all villa owners/ occupants/ guests between 8:30am to 8:30pm daily.
10. Use of swimming pool facilities is at the swimmers own risk especially any COVID-19 contamination. Children under twelve (12) years of age are permitted to use the pool facilities in the clubhouse only if accompanied or supervised by an adult who himself/ herself knows how to swim.
11. All swimmers must wear suitable swimming attire/ costumes in the clubhouse swimming pool. No kurtas and salwar kameez's are permitted as suitable swimming attire/ costumes.
12. All clubhouse users shall not refuse to comply with the reasonable requests of the clubhouse officials/ employees/ staff.
13. The villa owners/ occupants/ guests must allow officials/ employees/ staff/ security guards of the appointed maintenance agency/ Association of Villa Owners and/ or third party management company to conduct thermal temperature scanning of all villa owners/ occupants/ guests at the entrance of the Clubhouse within 'the Woodside' residential housing complex.
14. Woodside Developments Pvt. Ltd./ appointed maintenance agency and/ or Association of Villa Owners, as the case may be, shall not be liable for any loss or injury occasioned to any owners/ occupants/ guests of villas in 'the Woodside' residential housing complex, as the case may be, while using the facilities of the clubhouse or on account of act of God or accident occurred in the normal course of playing a game or using the clubhouse facilities.

Guest/ Visitor Signature: _____

Manager: