

RELEASE OF LIABILITY, INDEMNITY AND AGREEMENT NOT TO SUE

This is an important, four (4) page legal document. By signing it you are giving up certain legal rights.

PLEASE READ IT CAREFULLY BEFORE SIGNING

START DATE

END DATE

ROOM # All Pro Dads

In consideration of being permitted to participate in the following activities at Westgate Resorts or any other affiliated property as described below (hereinafter the "Property") I, _____ (print), hereby agree as follows:

Check all activities that apply
All checked activities shall be hereinafter referred to collectively as the "Activity."

<input checked="" type="checkbox"/> Bounce House	<input type="checkbox"/> Petting Zoo
<input checked="" type="checkbox"/> Gel Tag	<input type="checkbox"/> Escape Room
<input checked="" type="checkbox"/> Climbing Wall	<input type="checkbox"/> Horse Back Riding
<input checked="" type="checkbox"/> Mechanical Bull	<input type="checkbox"/> Bicycle
<input checked="" type="checkbox"/> Trap & Skeet & Airsoft/BB Rifle	<input type="checkbox"/> Swamp Buggy
<input checked="" type="checkbox"/> Archery	Accepted Helmet (bicycle only)
<input checked="" type="checkbox"/> Hayride	*Declined Helmet (bicycle only)
<input type="checkbox"/> Airboat/River Cruise excursion	*An Adult must initial if declined
<input type="checkbox"/> Other _____	Employee name _____
	Employee Signature _____

1. ASSUMPTION OF RISK. I know and understand the scope, nature, and extent of the risks involved in entering onto the Property and engaging in the Activity and that certain of such risks have been identified and explained to me and that other dangers relative thereto cannot be foreseen or otherwise contemplated. I understand that by entering onto the Property or engaging in the Activity, I am subjecting myself to the possibility of loss of life, disfigurement, serious bodily injury, or damage to my person as well as loss to my personal property and effects. Having carefully considered these risks, I voluntarily, freely, without coercion or duress, choose to assume any and all such risks and take responsibility therefor and for my actions while on or about the Property and otherwise engaged in the Activity.
() **Place initials here.**

2. RELEASE OF LIABILITY. I hereby release and discharge Westgate Resorts, Ltd., Central Florida Investments, Inc., Westgate Lakes LLC, Westgate Vacation Villas LLC, Westgate Palace LLC, Westgate RVS Orlando LLC (Westgate Leisure), Westgate Towers LLC, Westgate Blue Tree Orlando, Ltd, Westgate River Ranch, Westgate Smoky Mountain Resort, Westgate River Terrace LLC, Westgate Park City Resort & Spa, Westgate Historic Williamsburg, Westgate GV at Painted Mountain LLC, Westgate Myrtle Beach LLC, Westgate South Beach LLC, Westgate Las Vegas Resort LLC, Westgate GV at Tunica LLC, Westgate GV at Emerald Pointe LLC, Westgate GV at the Woods LLC (Westgate Branson Woods), Westgate Cocoa Beach Pier LLC, Westgate Cocoa Beach Resort and

Grenelefe Resort LLC,, any related or affiliated entity, and each of their respective officers, directors, shareholders, including David
A. Siegel individually, employees, agents, and independent contractors (hereinafter collectively referred to as the "Releasees"), from and against any and all liability, claims, demands, suits, and causes of action whatsoever arising directly or indirectly out of any damage, loss, or injury or death to me, my family, or my property, while on or near the Property or engaged in the Activity, and whether resulting from the intentional acts, negligence, gross negligence or other fault, direct or indirect, active or passive, of any of the Releasees, or from any other cause whatsoever. () **Place initials here.**

3. AGREEMENT NOT TO SUE. I hereby agree never to institute any lawsuit or cause of action, or other claim against any of the Releasees, or to initiate or to assist in the prosecution of any claim against the Releasees, which I may have by reason of injury to my person or my property, or my death, arising from my entering onto the Property or engaging in the Activity or any other activity thereon, whether caused by

the intentional acts, negligence, gross negligence, or fault, direct or indirect, active or passive, of any of the Releasees, or from any other cause whatsoever. I further agree and so instruct that my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf shall not institute any law suit, cause of action, or claim or demand for damages against any of the Releasees, nor shall they initiate or assist in the prosecution of any claim for damages against the Releasees, which I, my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf may have by reason of injury to my person or my property, or my death, arising from my entering onto the Property or engaging in the Activity or any other activity thereon, all whether caused by the intentional acts, negligence, gross negligence or other fault, direct or indirect, active or passive, of any of the Releasees, or from any other causes whatsoever Should any such law suit or cause of action or claim be instituted against any of the Releasees, I agree that such Releasees shall be entitled to recover attorney's fees and costs incurred in the defense of such law suit or cause of action, including any arising therefrom. (7. . . .) Place

4. INDEMNITY AGAINST THIRD PARTY CLAIMS. I hereby agree to indemnify, save, and hold harmless the Releasees, from and against any and all law suits, claims, actions, causes of actions, or proceedings of every kind and character, including payment of attorney's fees, costs, settlements, judgements, or awards, which may be made or initiated by any other person or entity, which may arise, directly or indirectly, from my entering onto the Property or my performance of any activities thereon including the Activity, and whether resulting from the intentional acts, negligence, gross negligence, or other fault, either active or passive, of any of the Releasees, or from any other cause whatsoever, or whether such injury or death is incurred by myself or a third party. () Place initials here.

5. VALIDITY OF AGREEMENT. I understand that if I, anyone on my behalf, or any other third party, institute any law suit, cause of actions, or claim for damages against any of the Releasees because of injury to my person or property, or my death or because of the injury or death or property loss of any third party, as a direct or indirect result of my entering onto the Property or engaging in the Activity, this Agreement can and will be used in a court of competent jurisdiction and that said Agreement is binding and enforceable against myself

and my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf. (6. . . .) Place

6. NO INSURANCE. I understand that by entering onto the Property and engaging in activities thereon, including the Activity, I am not covered by any accident or general liability insurance policy or any other insurance policy issued to any of the Releasees, (5. . . .) Place and that I am not entitled to make any claims against any insurance which may be maintained on behalf of any of the Releasees. ()

7. SEVERABILITY. Should any court of competent jurisdiction or other tribunal deem any provision or cause of this Agreement to be illegal, invalid, unconscionable, or unenforceable, such provision or clause shall be fully severable from this () Place Agreement, and in its place, there shall be added to this Agreement a similar (4. . . .) Place provision as near in intent as possible which is enforceable, and this Agreement shall be construed and interpreted as if such illegal, invalid, unconscionable, or unenforceable provision or clause had never comprised a part of this Agreement. ()

8. CONTINUING OBLIGATIONS. I agree that the terms and conditions of this Agreement shall continue in full force and effect now and in the future and at all times during which I am on or about the Property or engaged in any activities thereon, including the Activity, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement is intended to supersede and replace any such prior agreements between myself and the Releasees. () Place initials here.

9. WAIVER OF RIGHTS. I fully understand that by signing this Agreement, I am giving up important legal rights, and it is my intent to do so and I am doing so freely and without coercion by the Releasees or under any duress. () Place initials here.

10. ENTIRE AGREEMENT. I understand this Release consists of four (4) pages, and contains the entire Agreement between the parties hereto, and that this Agreement supersedes all prior agreements, addendums, amendments, or understandings which existed between me and the Releasees.

() **Place initials here.**

11. FLORIDA LAW, VENUE, HEADINGS, WAIVER OF JURY TRIAL. I hereby expressly agree and acknowledge that the laws of the State of Florida, United States of America, shall apply to issues involving the construction, interpretation, and validity of this Agreement, and that Florida Law shall govern any dispute arising from the activities covered by this Agreement. The parties agree that any legal proceedings brought by either party in connection with or arising out of this Agreement shall be brought in Orange County, Florida. I agree that the headings used herein are for convenience only and have no significance in the interpretation of this Agreement. **I HEREBY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY**

WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, BETWEEN THE PARTIES TO THIS AGREEMENT, INCLUDING ALL RELEASEES, OR IN ANY WAY RELATING TO MY ENTRY ONTO THE PROPERTY OR ENGAGING IN ANY ACTIVITIES THEREON, INCLUDING THE ACTIVITY AND IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS AGREEMENT, BY STATUTE, OR UNDER COMMON LAW, AND I EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.

() Place initials here.

12. AIRBOAT TOUR RELEASE OF CLAIM AND WAIVER OF LIABILITY. I understand and agree that Westgate Resorts Ltd., its related and affiliated entities and its officers, shareholders, agents, team members and independent contractors, its owners, agents and assigns may not be held liable in any way for any occurrence in connection with my and or minor children's participation in any Airboat Tour activity, at or from Westgate River Ranch which may result in injury, death or any other damages to me or my family, heirs or assigns. In consideration of being allowed to participate in an Airboat Tour and related activities, I hereby personally assume all risk in connection with said participation, and I further release Westgate Resorts Ltd., its related and affiliated entities and its officers, shareholders, agents, team members and independent contractors, its owners, agents and assigns, for any injury or damage which may befall me while I am riding the Airboat Tour, including all risk connected within, whether foreseen or unforeseen; and further to save and hold harmless Westgate Resorts Ltd., its related and affiliated entities and its officers, shareholders, agents, team members and independent contractors, its owners, agents and assigns, arising out of participation of said Airboat Tour. I further state that I am of lawful age and legally competent to sign this Release and Waiver, that I understand the terms herein are contractual and are not a mere recital and that I have signed this document as my own free act. I have fully informed myself of the contents of this release and waiver by reading it before I signed it. I further assume my own responsibility of fitness and capability to perform under the conditions necessary to participate in said Airboat Tour and related activities.

() Place initials here.

13. SWAMP BUGGY RELEASE OF CLAIM AND WAIVER OF LIABILITY. I understand and agree that Westgate Resorts, Ltd., its related and affiliated entities and its officers, shareholders, agents, team members and independent contractors, its owners, agents nor assigns may not be held liable in any way for any occurrence in connection with my and or minor children participation in any Swamp Buggy Tour activity, at Westgate River Ranch Florida, which may result in injury, death or any other damages to me or my family, heirs or assigns. In consideration of being allowed to participate in Swamp Buggy Tour and related activities, I hereby personally assume all risk in connection with said participation, and I further release Westgate Resorts Ltd., its related and affiliated entities and its officers, shareholders, agents, team members and independent contractors, its owners, agents and assigns, for any injury or damage which may befall me and or listed minor children while I am riding the Swamp Buggy vehicle, including all risk connected therewith, whether foreseen or unforeseen; and further to save and hold harmless Westgate Resorts Ltd., its related and affiliated entities and its officers, shareholders, agents, team members and independent contractors, its owners, agents and assigns from any claim by me, or my family, estate, heirs or assigns, arising out of my participation on said Swamp Buggy Tour. I further state that I am of lawful age and legally competent to sign this Release and Waiver of liability, that I understand the terms herein and contractual and are not a mere recital and that I have signed this document as my own free act. I have fully informed myself of the contents of this release and waiver by reading it before I signed it. I further assume my own responsibility of fitness and capability to perform under the conditions necessary to participate in said Swamp Buggy Tour and related activities.

() Place initials here.

Acknowledged, accepted, and agreed to this on _____ (Today's date).

Signature: _____

Printed Name: _____

Phone Number: _____

For Activity Participants under 18 years of age

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THE ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

This is to certify that I am the parent/guardian with legal responsibility for the below listed participant(s), or that I have been authorized by the parent/legal guardian of the below participant(s) to sign this Release on behalf of the below listed participant(s), and that I consent and agree to the below listed minor participant release as provided in this Agreement and all other terms and conditions of this Agreement on behalf of such minor, the minor's heirs, executors, administrators, personal representatives, or anyone else claiming on the minor's behalf.

Acknowledged, accepted and agreed to this on _____ (date).

Signature: _____

Printed Name: _____

Parent/Guardian Name: _____

Print minor child name(s) and date of birth:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____