

## **RELEASE OF LIABILITY, INDEMNITY AND AGREEMENT NOT TO SUE**

This is an important legal document. By signing it you are giving up certain legal rights.

### **PLEASE READ IT CAREFULLY BEFORE SIGNING**

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 there are certain risks and dangers inherent in entering onto the Property and otherwise engaging in the Activity and that by entering onto the Property and/or otherwise engaging in the Activity, I am subjecting myself to the possibility of loss of life, disfigurement, serious bodily injury, and damage to my person as well as loss to my personal property and effects. Having carefully considered these risks, I voluntarily, freely, without coercion and 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 Central Florida Investments, Inc., Westgate Resorts, Ltd., Westgate Vacation Villas, Ltd., Westgate Towers, Ltd., Westgate Lakes, Ltd., Westgate Daytona, Ltd., Westgate Miami Beach, Ltd., Westgate Flamingo Bay, LLC, and their related and affiliated entities and their 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 to me, my family, my property, or my death, while on or near the Property or engaged in the Activity whether resulting from the intentional acts, negligence, gross negligence or other fault, direct or indirect, either 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 for damages against the Releasees, or any of them, which I may have by reason of injury to my person or property, or my death, arising from my entering onto the Property or performing the Activity or any other activity thereon, whether caused by the intentional acts, negligence, gross negligence, or fault, direct or indirect, active or passive, from any of the Releasees, or from any other cause whatsoever. I further agree 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, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death, arising from my entering onto the Property or engaging in the Activity or any other activity conducted on the Property, whether caused by the intentional acts, negligence, gross negligence or other fault, direct or indirect, either active or passive, of any of the Releasees, or from any other causes whatsoever. I hereby so instruct my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf. 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.

( ) **Place initials here.**

4. INDEMNITY AGAINST THIRD PARTY OF CLAIMS. I hereby agree to indemnify, save, and hold harmless the Releasees, including attorney's fees and costs, from and against any and all law suits, claims, actions, causes of actions, or proceedings of every kind and character, including attorney's fees and costs, which may be presented or initiated by any other person, firm, entity or personal organization of which may arise, directly or indirectly, from my entering onto the Property or my performance of any activities thereon including the Activity, 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 institute, or if anyone on my behalf, or any other third party, institutes any law suit, cause of actions, or claims for damages against any of the Releasees because of injury to my person or property, or my death, as a result of my entering onto the Property or to the injury or death or property loss of any third party, 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. ( ) **Place initials here.**

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

7. SEVERABILITY. Should any court of competent jurisdiction deem any provision or cause of this Agreement to be illegal, invalid or unconscionable and unenforceable, such provision or clause shall be fully severable from this Agreement, and in its place, there shall be added to this Agreement a similar provision as near in intent as possible which is not illegal or unconscionable, and this Agreement shall be construed and interpreted as if such illegal, invalid or unconscionable and unenforceable provision or clause had never comprised a part of this Agreement. ( ) **Place initials here.**

8. CONTINUATION OF 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 permitted 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 supercede 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 contains the entire Agreement between the parties hereto and the terms of this Release and the agreement not to sue supercedes all prior agreements, addendums, amendments, or understandings which existed between myself and the Releasees. ( ) **Place initials here.**

11. FLORIDA LAW/WAIVER OF JURY TRIAL/VENUE HEADINGS. 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 acknowledge that the headings used herein are for convenience purposes 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 RELEASE, BETWEEN THE PARTIES TO THIS RELEASE, OR IN ANY WAY RELATING TO MY ENTRY ONTO THE PROPERTY OR ENGAGING IN ANY ACTIVITIES THEREON, INCLUDING THE ACTIVITY, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS AND IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS RELEASE, BY STATUTE, OR AS A MATTER OF TORT LAW, AND I EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.** ( ) Place initials here.

Acknowledged, accepted and agreed to this \_\_\_ day of \_\_\_\_\_, 200\_\_.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_