

GENERAL LIABILITY RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION AGREEMENT

READ CAREFULLY BEFORE SIGNING

In consideration of making a reservation to voluntarily travel, tour/visit, and participate in activities associated and/or in connection with the trip offered by _____ including travel to _____ with scheduled dates of travel between _____ and _____ (the "Trip") and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I acknowledge the risk inherent in travel and travel-related activities, and I understand and agree that during the Trip, I will be in contact with entities and individuals that are not within the care, custody or control of BLUEGREEN VACATIONS UNLIMITED, INC., BLUEGREEN VACATIONS CORPORATION, BLUEGREEN VACATION CLUB, INC., GREAT VACATION DESTINATIONS, INC., VACATION TRUST INC., AND/OR THEIR RESPECTIVE PARENT(S), SUBSIDIARIES, AND OTHER AFFILIATED OR RELATED COMPANIES, AND THE OFFICERS DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS (the "Released Parties"). In consideration of traveling, touring/visiting, and participating in activities associated with and/or in connection with the Trip, I, on behalf of myself and my heirs, assigns, executors, administrators, and next of kin ("Related Persons"), hereby acknowledge and agree as follows:

ASSUMPTION OF RISK: I fully understand and knowingly and voluntarily assume all risks related to the traveling, touring/visiting and participating in activities associated with and/or in connection with the Trip, which may include an increased risk of exposure to illness (including, without limitation, Covid-19), personal injury, disability, other short-term or long-term health effects, possible kidnapping and/or death, property damage, property theft, or actions of any kind which may hereafter occur to me, which might result from the actions, inactions, or negligence of me, any of the Released Parties, or other third parties. I accept personal responsibility for any and all damages, liability, and other losses that I or any of my Related Persons may incur in connection with the foregoing risks. I understand that traveling, touring/visiting and participating in activities associated with and/or in connection with the Trip is a purely optional activity in which I am engaging freely and voluntarily.

LIABILITY WAIVER: ON BEHALF OF MYSELF AND EACH OF MY RELATED PERSONS, I HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASE, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS (AND COVENANT NOT TO SUE) BLUEGREEN VACATIONS UNLIMITED, INC., BLUEGREEN VACATIONS CORPORATION, BLUEGREEN VACATION CLUB, INC., GREAT VACATION DESTINATIONS, INC., VACATION TRUST INC., AND/OR THEIR RESPECTIVE PARENT(S), SUBSIDIARIES, AND OTHER AFFILIATED OR RELATED COMPANIES, AND THE OFFICERS DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS OF EACH OF THE FOREGOING ("RELEASED PARTIES") FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS OF ANY KIND (INCLUDING IN EQUITY), CAUSES OF ACTION, AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH I OR ANY OF MY RELATED PERSONS MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASED PARTIES AS A RESULT OF OR THAT RELATE IN ANY WAY TO TRAVELING, TOURING/VISITING AND PARTICIPATING IN ACTIVITIES ASSOCIATED WITH AND/OR IN CONNECTION WITH THE TRIP, WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE.

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COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE – ASSUMPTION OF RISK/LIABILITY WAIVER:

I specifically acknowledge and agree that I am choosing to engage in travel, touring/visiting, and participating in activities associated and/or in connection with the Trip which pose a risk of exposure to and/or contracting Coronavirus disease (COVID-19) and other communicable or infectious diseases, which are capable of consistent and constant mutations resulting in variants that may pose new and/or unknown risks. I acknowledge that COVID-19 is an infectious and highly contagious disease and travel increases my chance of contracting and spreading COVID-19. I agree that I am solely responsible for and **ASSUME THE RISKS**, whether or not specifically listed in this document, associated with traveling, touring/visiting, and participating in activities associated with and/or in connection with the Trip. These risks include, but are not limited to, contracting illness, being quarantined and/or isolated for an unknown period of time, being without access to essential resources such as food and medical care, needing to evacuate with little or no notice and/or assistance, serious physical and/or mental trauma or injury, and death. I acknowledge and agree that it is my responsibility to review the warnings and recommendations from the Centers for Disease Control and Prevention (www.cdc.gov), the State Department (<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>), and the World Health Organization (www.who.int). I also acknowledge that it is recommended that I consult a medical professional prior to making travel commitments so that I can have my overall health evaluated and understand any risk associated with my specific health conditions.

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On my own behalf and on behalf of my heirs, executors, personal representatives, administrators, and assigns, agree to forever waive, covenant not to sue, release, and discharge the Released Parties, named above, from any and all Claims, arising out of or in any way relating to exposure to Covid-19 and any other communicable or infectious disease during my traveling, touring/visiting, and participating in activities associated with and/or in connection with the Trip,. This waiver of liability and the assumption of risk set forth above is intended to be as broad and inclusive as is permitted by law.

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GOVERNING LAW AND EXCLUSIVE VENUE: Any claims, defenses, or disputes that arise from, relate to, or are in any way connected to this Agreement or the release, assumption, waiver, indemnification, or other rights referenced herein (collectively, “Disputes”), shall be governed by the laws of the State of Florida without regard to conflict of law principles. All Disputes shall be exclusively determined by a Court of competent jurisdiction in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida or in the U.S. District Court in and for the Southern District of Florida (the “Exclusive Jurisdiction”). The parties expressly waive any right to claim that venue is improper or inconvenient the Exclusive Jurisdiction.

SEVERABILITY: The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT: By signing below, I acknowledge that I have reviewed and understand the foregoing **BLUEGREEN TRAVEL SERVICES - ASSUMPTION OF RISK, LIABILITY RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**, and that I understand and assume the risks associated with traveling, touring/visiting, and participating in activities associated with and/or in connection with, and agree that this document constitutes an agreement that legally binds me and my Related Persons.

Name (Please print)

Signature

Date

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 BLUEGREEN VACATIONS UNLIMITED, INC., BLUEGREEN VACATIONS CORPORATION, BLUEGREEN VACATION CLUB, INC., GREAT VACATION DESTINATIONS, INC., VACATION TRUST INC., AND/OR THEIR RESPECTIVE PARENT(S), SUBSIDIARIES, AND OTHER AFFILIATED OR RELATED COMPANIES, AND THE OFFICERS DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS (the "Released Parties") USES REASONABLE CARE IN PROVIDING THIS 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 THE RELEASED PARTIES 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 THE

RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

INDEMNIFICATION: IN THE EVENT ANY PROVISIONS OF THIS AGREEMENT ARE HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID, OR UNENFORCEABLE AS TO THE MINOR (IDENTIFIED BELOW), THE UNDERSIGNED PARENT AND/OR LEGAL GUARDIAN SIGNING ON BEHALF OF THE MINOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FOR (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS OF ANY KIND (INCLUDING IN EQUITY), CAUSES OF ACTION, AND CLAIMS FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH THE MINOR MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASED PARTIES AS A RESULT OF OR THAT RELATE IN ANY WAY TO TRAVELING, TOURING/VISITING AND PARTICIPATING IN ACTIVITIES ASSOCIATED WITH AND/OR IN CONNECTION WITH THE TRIP, WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE.

IF THIS GENERAL LIABILITY RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION AGREEMENT IS BEING EXECUTED ON BEHALF OF A MINOR CHILD:

Name of minor child: _____

The below certifies that (s)he is the legal guardian of the above-named minor child and is signing on his/her behalf:

Signature

Print

Date