



Liability Waiver

“Exhibit A”: Acknowledgement of Risk, Assumption of Risk and Responsibility and Release of Liability

I. RESPONSIBILITY

I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS VACATION PACKAGE AND/OR TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER THE TRAVEL POOL NOR ITS OWNERS, EMPLOYEES, OFFICERS OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY ACT OR FAILURE TO ACT INCLUDING THE NEGLIGENT OR WILLFUL ACTS OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTOR COACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, ACTIVITY PROMOTERS, LOCAL GROUND HANDLING VENDORS, ETC. WHICH ARE TO SUPPLY ANY GOODS OR SERVICES FOR MY VACATION PACKAGE AND/OR TRIP (AND/OR THE PACKAGES AND ACTIVITIES ENGAGED BY ME DURING THE VACATION PACKAGE AND/OR TRIP). I FURTHER UNDERSTAND THAT THE TRAVEL POOL NEITHER OWNS NOR OPERATES SUCH THIRD-PARTY SUPPLIERS AND VENDORS, AND ACCORDINGLY I EXPRESSLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE THIRD PARTIES AND NOT SEEK ANY SUCH REMEDY FROM OR RECOVER DAMAGES FROM THE TRAVEL POOL FOR SUCH THIRD PARTIES ACTS OR OMISSIONS. WITHOUT LIMITATION, THE TRAVEL POOL IS NOT RESPONSIBLE FOR, AND I EXPRESSLY RELEASE AND DISCHARGE THE TRAVEL POOL FROM, DAMAGES AND/OR OTHER LIABILITIES THAT I MAY SUSTAIN ARISING FROM OR RELATING TO ANY NEGLIGENT OR WILLFUL ACTS OR CRIMINAL ACTS OF OTHERS, INCLUDING BUT NOT LIMITED TO OTHER TRIP PARTICIPANTS, CO-TRAVELERS OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN, OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLEMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, THREAT OF TERRORISM, TERRORISM, WAR, CIVIL DISTURBANCE, FIRE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OR VILLA OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS, VILLAS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM MY OR OTHER TRAVEL PARTICIPANTS

CONSUMPTION OF ALCOHOLIC BEVERAGES OR POSSESSION OF AND/OR USE OF ILLEGAL DRUGS/NARCOTICS AND/OR FOR ANY OTHER REASON; AND IN FURTHERANCE HEREOF I AGREE NOT TO SUE THE TRAVEL POOL (OR ANY OF ITS MEMBERS, EMPLOYEES AND AGENTS) FOR ANY LOSS, COST, LIABILITY OR OTHER DAMAGES THAT I HAVE OR MAY HAVE OR MAY SUSTAIN BY REASON OF SUCH THIRD PARTYS ACTS OR OMISSIONS (OR THE ACTS AND/OR OMISSIONS OF SUCH THIRD PARTYS EMPLOYEEES, AGENTS AND CONTRACTORS). I AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET OUT ABOVE IN THIS EXHIBIT A.

II. ACKNOWLEDGMENT OF RISK

I understand and acknowledge that my travel in connection with and participation in the Vacation Package (Vacation Package or Trip) arranged at my request by THE TRAVEL POOL may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognize the potential for injury and death, which can result from my or other co-trip participants' use of alcohol and/or my or their possession and/or use of illegal drugs/narcotics during this Trip. I also realize and acknowledge that risk and dangers may be caused by the negligence of THE TRAVEL POOL or the negligence or participation of other participants, contractors and/or subcontractors of THE TRAVEL POOL. I also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards may increase during my engagement in any recreational activities, which may take place during my Trip. I acknowledge that all motor and non-motor vehicles including, but not limited to, Segway's, golf carts, bicycles, jet skis, etc. will be operated at my own risk and that THE TRAVEL POOL will not be liable for any damages or injuries resulting from my operation of said vehicles. I also further acknowledge that THE TRAVEL POOL does not advise me to leave the resort property and any injuries or damages resulting from my departure of resort property will be solely my responsibility and I will not be holding THE TRAVEL POOL liable in any way.

III. PHOTO/VIDEO RELEASE

You hereby grant THE TRAVEL POOL, and its/their affiliated entities, and each of their successors and assigns, licensees, and/or employees, permission to use and edit in perpetuity any image, likeness or appearance that THE TRAVEL POOL possesses or has control over of you in any photograph, video, or other media, in any or all of its publications, brochures, advertising and including its websites, without payment or any other consideration. I understand and agree that these materials will become the property of THE TRAVEL POOL and will not be returned. Accordingly, you hereby irrevocably authorize THE TRAVEL POOL to edit, alter, copy, exhibit, publish or distribute any such photos or videos that THE TRAVEL POOL has or may have of the Traveler or any oral statements from the Traveler for purposes of publicizing THE TRAVEL POOL packages or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness or voice appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my likeness in any e- photograph, videos or voice recordings. I hereby hold THE TRAVEL POOL harmless from and release and forever discharge THE TRAVEL POOL from all

claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization and THE TRAVEL POOL's use of my likeness in accordance with the foregoing.

IV. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

In recognition of the inherent risk of the travels and related activities in which I am intending to engage, I confirm that I am physically

and mentally capable of participating in the activity and that I will be mature and responsible in my behavior and particularly in connection with any alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of THE TRAVEL POOL.

V. RELEASE OF LIABILITY

In consideration of the services and arrangements provided by THE TRAVEL POOL, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify THE TRAVEL POOL, and its owners, members, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, damages, liability and/or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and/or Trip and any packages and/or activities conducted or engaged in in conjunction therewith. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF THE TRAVEL POOL OR ANY CLAIM DISCUSSED OR REFERENCED IN THE TERMS AND CONDITIONS SET FORTH ABOVE OR HEREIN.

VI. EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES

Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against THE TRAVEL POOL, its owners, members, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever.

VII. MEDICAL AUTHORIZATION

I hereby authorize any medical treatment reasonably necessary for any injury which I incur while participating in this Vacation Package and/or Trip.

VIII. MEDICAL EXPENSES

I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Vacation Package and/or Trip.

IX. SEVERABILITY

I agree that if any term set forth in this Exhibit A is found to be unenforceable, all other terms set forth in this Exhibit A are severable from the terms that are invalidated, and the remaining terms shall be and continue to be in full force and effect.

X. CONFLICT

In the event of any inconsistency or conflict between the terms of this Exhibit A and any terms or conditions otherwise applicable to the Vacation Package and/or Trip, the terms of this Exhibit A shall prevail.

XI. VENUE

Should any dispute arise under the terms of this contract, I agree that the venue for said action shall be in Atlanta - Fulton County, Georgia.

XII. ARBITRATION

I AGREE THAT ARBITRATION IS MANDATORY FOR ANY CLAIM THAT I MAY HAVE ARISING FROM MY RESERVATION AND/OR FROM MY PARTICIPATION IN ANY VACATION PACKAGE AND/OR TRIP AND/OR ANY CLAIM RELATING TO THIS AGREEMENT OR FROM ANY DISPUTE CONCERNING, RELATING, OR REFERRING TO THIS AGREEMENT, THE TRAVEL POOL'S BROCHURES, WEBSITE AND/OR ANY OTHER LITERATURE CONCERNING MY VACATION PACKAGE AND/OR TRIP, OR ARISING FROM OR RELATING TO THE VACATION PACKAGE AND/OR THE TRIP ITSELF; AND THAT ALL SUCH CLAIMS OR DISPUTES THAT I HAVE OR MAY HAVE SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION TO BE HELD AND CONDUCTED IN THE COUNTY OF FULTON – ATLANTA, GEORGIA, ACCORDING TO THE THEN EXISTING COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). SUCH PROCEEDINGS WILL BE GOVERNED BY SUBSTANTIVE FLORIDA LAW, EXCEPT THAT NEITHER PARTY SHALL HAVE THE RIGHT TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE AAA CODE). Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against THE TRAVEL POOL, its owners, members, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever and the award of the arbitration may not grant any such relief. I further agree, that in consideration for accepting my Reservation, I agree that THE TRAVEL POOL liability under this Agreement or for any claim or action arising from the Vacation Package and/or Trip shall not be greater than two (2x) times the amount I paid to THE TRAVEL POOL for such reserved Vacation Package and/or Trip. No joinder or consolidation of your Claim with another person's claim or a class of persons' claim is allowed. This arbitration provision shall survive the termination of this Agreement for any reason and/or the expiration of your Vacation Package and/or Trip. If you do not agree to this arbitration provision, then do not submit your Reservation

ACKNOWLEDGMENT

CLICKING "I ACCEPT" LOCATED ON THE TRAVEL POOL'S LIABILITY WAIVER PAGE AND/OR SUBMISSION OF PAYMENT EITHER IN FULL OR 1ST DEPOSIT AND ANY SUBSEQUENT PAYMENTS, THEREAFTER, INDICATES THAT YOU HAVE, ON YOUR INTIAL PAYMENT DATE, READ AND UNDERSTOOD THIS LIABILITY AND I ACKNOWLEDGE THAT IT AFFECTS AND LIMITS MY LEGAL RIGHTS AND THAT I HAVE HAD THE OPPORTUNITY TO SEEK INDEPENENT LEGAL ADVICE TO REVIEW THESE TERMS AND LIMITATIONS ON MY RIGHTS BEFORE ACCEPTING ITS TERMS.