

In consideration of being permitted to board any yacht ("Yacht") owned or operated by Grand Yacht Club, Inc., and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I, _____ hereby agree to the following Rules and Regulations:

Grand Yacht Club Rules and Regulations

1. Neither any member of Grand Yacht Club, Inc. ("Member"), nor any invitee/licensee of any Member, shall skipper or take control of any Yacht. No person shall be permitted to board any Yacht unless (s)he has agreed, in writing, to these Rules and Regulations.
2. Each Member, and each invitee/licensee of a Member permitted to board any yacht agrees to return all equipment provided by Grand Yacht Club and aboard the Yacht at the time of boarding in the same condition it was provided, ordinary wear and tear excepted. Each such Member and invitee/licensee of a Member also agrees not to damage any yacht or any part of any yacht.
3. Each Member, and each invitee/licensee of any Member permitted to board any Yacht shall be bound by these Rules and Regulations. Each Member shall be solely liable for all losses or damages to any Yacht (including any loss or damage to the equipment aboard each Yacht) caused by their negligent or wrongful conduct, and every Member shall be jointly and severally liable (along with their invitees/licensees) for the negligent or wrongful conduct of their invitees/licensees. Each Member, and each Members' licensee(s)/invitee(s) permitted upon any Yacht hereby agree to jointly and severally indemnify and save Grand Yacht Club, Bluegreen Corporation and each of their respective subsidiaries and affiliates, along with their officers directors, employees, shareholders and agents, harmless from and against any and all liabilities, losses, damages, injuries or costs arising out of said Member's negligent or wrongful conduct, or the negligent or wrongful conduct of any of said Member's invitees/licensees.
4. Each Member and each invitee/licensee of any Member permitted to board any Yacht agrees to pay, at cost, all amounts for specially ordered and non-standard goods and/or services.
5. No Member or invitee/licensee of any Member permitted to board any Yacht shall take any part in the fueling or provisioning of any Yacht, make or attempt to make any repairs to a Yacht, or make or attempt to make repairs to any equipment upon any Yacht, and Member and each of Member's invitees/licensees shall be jointly and severally liable for, and save Grand Yacht Club, Bluegreen Corporation and each of their respective subsidiaries and affiliates, along with their officers directors, employees, shareholders and agents, harmless from, all costs, expenses, damages and/or injury resulting from the consequences of any fueling undertaken by, or repairs made by, Member and/or Member's invitees/licensees.
6. Member shall immediately notify Grand Yacht Club and all appropriate governmental, quasi-governmental and other authorities of any losses, mechanical failures, breakdowns, accidents and/or disasters impacting any Yacht being used or chartered by them, and, as soon as possible, confirm such notifications to the Club and all such authorities in writing.
7. Member and each of Member's invitees/licensees agree to strictly comply with all applicable laws, rules and regulations, as well as all applicable insurance rules and regulations.
8. Yachts shall be used exclusively as pleasure vessels. Yachts shall not be used by Members or their invitees/licensees to: transport merchandise; transport contraband (including, without limitation, drugs or other illegal substances); carry passengers for hire; race; engage in any trade; or violate the laws of the United States of America or any government or territory having jurisdiction thereover.

9. Crew members shall be permitted access to inspect all areas all Yachts at all times having reasonable and due regard for the privacy of Members and/or their invitees/licensees.

11. Member shall return all Yachts upon termination of Member's cruise(s) with all equipment provisioned at the beginning of said cruise(s), and free and clear of any indebtedness that has been incurred by the Member during the Member's cruise(s). Yachts shall be returned in as good as condition (ordinary wear and tear and damage by crew members excepted) and as clean a state as when provided, or a cleaning charge will be levied. Check out time is 10:00 AM.

12. Member, and each of Member's invitees/licensees, shall obey all rules established by Grand Yacht Club and follow applicable safety precautions requested or required by Grand Yacht Club or any applicable governmental or quasi-governmental authority. Member and each of Member's invitees/licensees shall wear protective gear, if provided, while utilizing any equipment issued by Grand Yacht Club. Members agree to ensure that all of their invitees/licensees accompanying them also wear said protective gear, if provided.

13. Each passenger, including each Member and each Member's invitees/licensees, must sign a Waiver in a form similar to that attached hereto prior to boarding any Yacht.

14. Independent Company – Grand Yacht Club, Inc. is an independently owned and operated Florida corporation and is not affiliated with Bluegreen Corporation or any subsidiary or affiliate of Bluegreen Corporation.

Signed: _____

Printed: _____

Date: _____

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.

Initial Here

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.

Initial Here

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