

COMPREHENSIVE LIABILITY WAIVER & RELEASE OF CLAIMS

(For Guests, Visitors, Occupants, and Participants)

NOTICE: This is a legally binding document. By signing below (or by entering, accessing, or using any portion of the Resort or its amenities), you acknowledge that you have read, understood, and voluntarily agree to all terms herein.

1. RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to enter, access, visit, occupy, reside in, or otherwise use any part of Sea Crest Resort (hereinafter the "Resort"), the undersigned ("Guest/Participant") hereby voluntarily and irrevocably waives, releases, discharges, and covenants not to sue:

- Sea Crest Resort, all affiliated, parent, subsidiary, and successor entities,
- all investors, directors, members, officers, managers, employees, agents, contractors, and volunteers,
- all associated LLCs, holding companies, and beneficial owners,
- all lenders, insurers, vendors, and business partners,

(collectively, the "Released Parties"), from any and all claims, demands, damages, actions, suits, causes of action, obligations, liabilities, or expenses of any kind whatsoever, whether known or unknown, anticipated or unanticipated, direct or indirect, arising out of or in any way connected with:

- use or presence on any portion of the Resort property, including but not limited to guest rooms, common areas, lobbies, hallways, stairwells, elevators, parking garages, walkways, driveways, restaurants, bars, pools, hot tubs, beach/ocean access points, fitness areas, conference rooms, landscaping areas, or recreational facilities;
- participation in any activities, events, excursions, water sports, boating, or transportation arranged or offered by the Resort or its affiliates;
- exposure to weather, wildlife, natural hazards, theft, property damage, food/beverage consumption, communicable diseases, or pandemic-related risks;
- any accident, fall, slip, trip, drowning, injury, illness, allergic reaction, or death occurring on or near the Resort or surrounding areas.

GUEST/PARTICIPANT HEREBY EXPRESSLY ACKNOWLEDGES THAT THERE IS NO LIFEGUARD ON DUTY AT ANY TIME AT ANY AND ALL OF THE RESORTS' WATER FEATURES INCLUDING POOLS, LAZY RIVERS, HOT TUBS & KIDDIE POOLS. GUEST/PARTICIPANT ACKNOWLEDGES AND AGREES TO ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR ALL DANGERS AND RISKS RELATED TO THE USE OF SUCH WATER FEATURES.

2. ASSUMPTION OF RISK

Guest/Participant expressly acknowledges that use of the Resort and its amenities carries inherent risks, including but not limited to wet and slippery surfaces, ocean currents and tides, wildlife encounters, falling objects, equipment malfunction, acts of other guests, vehicular traffic, and acts of nature. Guest/Participant voluntarily assumes all such risks and agrees that the Released Parties shall have no duty to warn, protect, or insure against such risks.

3. INDEMNIFICATION

Guest/Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, damages, judgments, settlements, costs, and attorney's fees (including those incurred in enforcing this provision), including any claims asserted by third parties, arising out of or related to Guest/Participant's presence, actions, omissions, negligence, or participation in activities on Resort premises or in Resort-related activities. This indemnity shall apply to the fullest extent permitted by law and shall survive Guest/Participant's departure from the Resort. Guest/Participant further assumes full responsibility for the conduct of all members of their party, invitees, or dependents, and shall ensure their compliance with all Resort rules.

Guest/Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, damages, judgments, settlements, costs, and attorney's fees arising out of Guest/Participant's presence, actions, omissions, or participation in activities on Resort premises or in Resort-related activities.

This indemnification obligation applies regardless of the legal theory alleged (including, without limitation, negligence, premises liability, breach of contract, or statutory claims), and Guest/Participant agrees to advance, upon demand, all costs of defense, including attorney's fees, which shall be reimbursed if the Released Parties are ultimately found not liable.

4. SCOPE AND SEVERABILITY

This Waiver is intended to be as broad and inclusive as permitted by applicable law and shall apply to any claim sounding in tort, contract, statute, equity, or otherwise. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect. The rights, obligations, and releases contained in this Waiver shall survive Guest/Participant's use of, stay at, or departure from the Resort.

The obligations, releases, and covenants contained in this Waiver shall survive Guest/Participant's stay, departure, or termination of use of the Resort for any reason and remain fully enforceable thereafter.

5. BINDING EFFECT

This Waiver shall be binding upon Guest/Participant, their heirs, next of kin, executors, administrators, assigns, representatives, and all members of Guest/Participant's party, including minors and invitees. Guest/Participant warrants that they are the parent or legal

guardian of any minor children in their party or have obtained proper authorization to sign on their behalf, and further agrees to indemnify and hold harmless the Released Parties from any claims brought by or on behalf of such minors.

PARENTAL/GUARDIAN CONSENT: If Guest/Participant is accompanied by a minor, the undersigned parent or legal guardian hereby consents to the minor's participation, acknowledges the risks described herein, and agrees to defend, indemnify, and hold harmless the Released Parties from any claim brought on behalf of such minor to the maximum extent permitted by law.

6. ACKNOWLEDGMENT OF UNDERSTANDING

Guest/Participant represents that they have read this Waiver in its entirety, fully understand its terms, and execute it freely and voluntarily with the intent to be legally bound.

7. ARBITRATION AND CHOICE OF LAW

ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS WAIVER OR GUEST/PARTICIPANT'S USE OF THE RESORT SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) UNDER ITS COMMERCIAL ARBITRATION RULES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THIS WAIVER SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE RESORT IS LOCATED, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. VENUE FOR ANY ACTION TO ENFORCE AN ARBITRATION AWARD SHALL LIE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED IN SUCH STATE AND COUNTY WHERE THE RESORT IS SITUATED. GUEST/PARTICIPANT AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. ARBITRATION SHALL PROCEED ON AN INDIVIDUAL BASIS ONLY.

8. PHOTO AND VIDEO RELEASE

Guest/Participant grants the Resort and its affiliates the irrevocable right and permission to photograph, record, and/or otherwise capture their likeness in any medium, and to use such images, videos, or recordings for any lawful purpose including advertising, marketing, publicity, and promotional materials, without compensation. Guest/Participant waives any right to inspect or approve the final product or its use.

ELECTRONIC ACCEPTANCE: By clicking a checkbox, signing electronically, or otherwise affirmatively indicating agreement at booking or check-in, Guest/Participant agrees that

this Waiver constitutes an electronic signature under the South Carolina Uniform Electronic Transactions Act (UETA) and is legally binding.

☒ By checking this box, I acknowledge and agree that:

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL LIABILITY WAIVER
TERMS AND CONDITIONS FOR **SEA CREST RESORT** AS STATED ABOVE.