

COMPREHENSIVE LIABILITY WAIVER & RELEASE OF CLAIMS
(For Guests, Visitors, Occupants, and Participants)

**THIS WAIVER IS SUBJECT TO A BINDING ARBITRATION PROVISION
PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT,
S.C. CODE ANN. TITLE 15, CHAPTER 48**

**NOTICE: THIS IS A LEGALLY BINDING RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND AGREEMENT TO
ARBITRATE. BY SIGNING OR ELECTRONICALLY ACCEPTING THIS
AGREEMENT, YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS,
INCLUDING THE RIGHT TO BRING CERTAIN CLAIMS IN COURT.**

1. RELEASE AND WAIVER OF LIABILITY.

In consideration of the Resort's agreement to accept, confirm, maintain, or honor Guest/Participant's reservation; permit Guest/Participant to enter, occupy, access, and use the Resort premises and amenities; and provide the other consideration described above, Guest/Participant, for Guest/Participant and on behalf of Guest/Participant's heirs, executors, administrators, representatives, successors, and assigns, knowingly, voluntarily, and expressly releases, waives, discharges, and covenants not to sue the Released Parties, to the fullest extent permitted by South Carolina law, for claims described in this Waiver, including claims arising from or related to the ordinary negligence of any Released Party.

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; the owner, operator, manager, and lessor of the Resort premises; their respective parent, subsidiary, affiliated, successor, and related entities; and each of their respective owners, members, managers, officers, directors, employees, agents, contractors, representatives, and insurers (collectively, the "Released Parties"), but only to the extent a claim arises from or relates to the Resort premises, Guest/Participant's reservation, occupancy, access, use of Resort amenities, or participation in Resort-related activities

NO LIFEGUARD ON DUTY. GUEST/PARTICIPANT ACKNOWLEDGES THAT THERE IS NO LIFEGUARD ON DUTY AT ANY TIME AT ANY RESORT POOL, HOT TUB, LAZY RIVER, KIDDIE POOL, WATER FEATURE, OR BEACH/OCEAN ACCESS AREA. USE OF ALL WATER FEATURES IS AT GUEST/PARTICIPANT'S OWN RISK. CHILDREN AND NON-SWIMMERS MUST BE ACTIVELY SUPERVISED BY A RESPONSIBLE ADULT AT ALL TIMES.

CONSIDERATION. Guest/Participant acknowledges and agrees that this Waiver is supported by good and valuable consideration, including, without limitation:

- (a) the Resort's agreement to accept, confirm, maintain, or honor Guest/Participant's reservation;
- (b) the Resort's agreement to permit Guest/Participant and Guest/Participant's registered occupants, invitees, and members of Guest/Participant's party to enter, occupy, access, and use the Resort premises;
- (c) the Resort's agreement to provide access to guest rooms, common areas, pools, hot tubs, water features, beach-access areas, recreational areas, parking areas, and other Resort amenities, subject to availability, posted rules, and applicable law;
- (d) the Resort's agreement to make rooms, services, and amenities available at the rates charged; and
- (e) the mutual promises, releases, covenants, agreements, and limitations contained in this Waiver.

PLEASE BE ADVISED: This Waiver is intended to be enforced to the fullest extent permitted by applicable law. Nothing in this Waiver is intended to release claims that cannot be released as a matter of applicable law.

Guest/Participant understands and agrees that the Resort is not required to permit Guest/Participant to enter, occupy, access, or use the Resort premises or amenities unless Guest/Participant accepts this Waiver. Guest/Participant further acknowledges that Guest/Participant has the option not to accept this Waiver and, if Guest/Participant does not accept it, Guest/Participant may decline to proceed with the reservation, occupancy, or use of Resort amenities subject to the Resort's applicable cancellation and refund policies.

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 inherent, obvious, known, and disclosed risks associated with entering, occupying, accessing, or using the Resort premises and amenities. To the fullest extent permitted by law, Guest/Participant agrees that the Released Parties shall not be liable for injuries, losses, or damages arising from such assumed risks, including risks that are inherent in or incidental to the use of pools, hot tubs, water features, beach-access areas, parking areas, walkways, common areas, recreational areas, and other Resort amenities.

Nothing in this Waiver is intended to release, waive, limit, or indemnify any claim to the extent such claim cannot be released, waived, limited, or indemnified under applicable South Carolina law, including claims for gross negligence, recklessness, willful or wanton misconduct, intentional misconduct, or any other liability that may not lawfully be released by pre-injury agreement.

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, liabilities, losses, and costs, whether asserted by third parties or otherwise, arising out of or relating to (i) Guest/Participant's presence at, use of, or participation in activities on Resort premises or in Resort-related activities, or (ii) the acts or omissions of Guest/Participant or any members of Guest/Participant's party, invitees, or dependents. This indemnification obligation shall apply regardless of the legal theory asserted, including without limitation negligence, premises liability, breach of contract, or statutory claims, and shall survive Guest/Participant's departure from the Resort. Guest/Participant further agrees to ensure compliance with all Resort rules by members of their party, invitees, and dependents, and assumes responsibility for their conduct while on Resort property. To the fullest extent permitted by law, Guest/Participant agrees that the Released Parties shall be entitled to advancement of defense costs, upon demand in connection with any claim subject to this indemnity, subject to reimbursement if it is ultimately determined that such claim is not covered by this provision or that the Released Parties are 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, that provision shall be severed from this Waiver, and 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 to the fullest extent permitted by law, on behalf of any minor children for whom Guest/Participant is the parent or legal guardian. Guest/Participant represents that Guest/Participant has authority to accept this Waiver on behalf of any minors listed on the reservation or accompanying Guest/Participant. Each adult guest, occupant, visitor, or participant may be required to separately accept this Waiver as a condition of entering, occupying, accessing, or using the Resort premises or amenities.

PARENTAL/GUARDIAN CONSENT: For any minor accompanying Guest/Participant, Guest/Participant represents that Guest/Participant is the minor's parent or legal guardian, or has legal authority to accept this Waiver on the minor's behalf. To the fullest extent permitted by law, Guest/Participant agrees to supervise the minor, cause the minor to comply with all Resort rules, and indemnify, defend, and hold harmless the Released Parties from claims arising from or relating to the minor's conduct, use of the Resort

premises or amenities, or participation in Resort-related activities, except to the extent such indemnity is prohibited by applicable 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; CLASS ACTION AND JURY TRIAL WAIVER.

Guest/Participant and the Resort agree that this Waiver, Guest/Participant's reservation, Guest/Participant's occupancy, and Guest/Participant's use of the Resort premises and amenities involve interstate commerce. The parties intend for this arbitration agreement to be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. To the extent South Carolina arbitration law applies and is not preempted by the Federal Arbitration Act, this arbitration agreement is also intended to be governed by and enforceable under the South Carolina Uniform Arbitration Act (S.C. Code Ann. Title 15, Chapter 48.

Except for claims that may not lawfully be required to be arbitrated, any dispute, claim, or controversy arising out of or relating to this Waiver, Guest/Participant's reservation, stay, occupancy, presence at, access to, or use of the Resort premises or amenities, or any claim against any Released Party arising from or relating to the foregoing, shall be resolved by binding individual arbitration administered by the American Arbitration Association under the AAA Consumer Arbitration Rules, unless the parties agree otherwise in writing. The arbitrator shall have authority to decide all issues of arbitrability, enforceability, scope, validity, and interpretation, except that any dispute concerning the validity or enforceability of the class action waiver shall be decided by a court of competent jurisdiction unless applicable law permits the arbitrator to decide that issue.

Arbitration shall proceed only on an individual basis. Guest/Participant and the Resort waive the right to bring, participate in, or recover through any class, collective, consolidated, representative, or private attorney general action, to the fullest extent permitted by law. The arbitrator may award any individual relief that would be available in court, subject to the terms of this Waiver and applicable law. Judgment on the arbitration award may be entered in any court of competent jurisdiction. If any claim is determined not to be subject to arbitration, Guest/Participant and the Resort knowingly and voluntarily waive the right to trial by jury to the fullest extent permitted by law.

(Guest/Participant)

8. CHOICE OF LAW.

This Waiver shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict-of-law principles, except that the arbitration

agreement in Section 7 shall be governed by the Federal Arbitration Act to the fullest extent applicable. Subject to Section 7, any court proceeding relating to this Waiver, including any proceeding to compel arbitration, confirm or vacate an arbitration award, or address claims not subject to arbitration, shall be brought in the state or federal courts located in the county where the Resort is situated, unless a different venue is required by applicable law.

ACKNOWLEDGMENT AND VOLUNTARY ACCEPTANCE

By signing below, clicking “I agree,” checking the acceptance box, or otherwise electronically accepting this Waiver, Guest/Participant acknowledges and agrees that: Guest/Participant has had an opportunity to read this Waiver before accepting it; Guest/Participant understands that this Waiver releases claims and limits legal rights; Guest/Participant understands that this Waiver includes a release of claims based on the ordinary negligence of the Released Parties, to the fullest extent permitted by law; Guest/Participant understands that this Waiver includes an assumption of risk, indemnity agreement, arbitration agreement, class action waiver, and jury trial waiver; Guest/Participant accepts this Waiver freely and voluntarily; Guest/Participant understands that Guest/Participant may decline to accept this Waiver and, if Guest/Participant declines, the Resort may refuse access, occupancy, or use of Resort premises and amenities, subject to applicable cancellation and refund policies; and Guest/Participant intends to be legally bound.

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 VOLUNTARILY AGREE TO THE LIABILITY WAIVER, RELEASE OF CLAIMS, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER FOR SEA CREST RESORT.