

WYNDHAM • DESTINATIONS

LIABILITY RELEASE LEISURE ACTIVITY FORM

This document outlines the terms you are agreeing to by participating in activities during your stay which may include, but are not limited to: gym, push bikes, boats, kayaks, surf skis, standup paddle boarding, surf/boogie boards, mini golf, tennis, table tennis, fishing, fish smoking, volley ball, cricket, badminton, excursions and or events ("the Activity"). This document affects your legal rights, please read it carefully.

1. Although care is taken for your safety, Wyndham Destinations Asia Pacific Pty Ltd, its subsidiaries, all associated entities, personnel and agents ("**The Business**") accept no liability for any loss, death injury or damage you may sustain from whatever cause including the negligence of the Business.
2. You acknowledge that participation in the Activity is voluntary and that the Activity involves a significant degree of physical exertion and a degree of unpredictable and unforeseeable risk that may cause harm. Risks of participating in the Activity include but are not limited to:
 - a. forces exerted on the body which can activate or aggravate pre-existing physical injuries, medical conditions or illnesses;
 - b. death, personal and/or psychological injury;
 - c. loss of or damage to your personal property; and/or
 - d. reputational damage and other consequential damage.
3. You acknowledge that your exposure to these risks as listed above will be increased by:
 - a. failure to follow instructions (such as those given by the Business, your medical professional or as listed on the equipment used for the Activity) as to the proper use of your body, or equipment whilst participating in the Activity; and
 - b. consumption of alcohol, drugs and/or mind altering substances before, whilst or after undertaking the Activity.
4. You agree to report all accidents, injuries, damage and losses in connection with the Activity and acknowledge that you will be responsible for any damage to any equipment provided to you by The Business in connection with the Activity.
5. You agree to The Business providing or arranging any evacuation, first aid and/or medical treatment for you at your own expense should you suffer any injury/illness in connection with the Activity.
6. Despite the risks associated with or incidental to the Activity, some of which are noted above, **you voluntarily accept and assume full responsibility** for the risk of participating in the Activity as consideration for being permitted to participate in the Activity.
7. You agree to release The Business from any liability and from all claims, damages/losses arising out of any injury, loss, damage or death caused to you and your property or any other person arising from or in connection with your participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by The Businesses negligence, breach of contract or any way whatsoever.

You acknowledge that you:

1. Have read and accept the terms above, have been warned of the risks of the Activity and that the Activity may also involve other unforeseen risks not mentioned;
2. Fully understand that you have given up substantial rights by signing below; and
3. Agree to the terms of the document freely and voluntarily without any inducement.