

ACTIVITY WAIVER

By signing below, you agree to waive any and all claims or liability against Sheraton Vistana Resort that may arise as a result of your participating in the In & Out Gift Emporium Escape Game (the "Activity").

Participating in the Activity is at YOUR OWN RISK. PLEASE READ THIS CAREFULLY.

- **IN CONSIDERATION** for being allowed to participate in the Activity, I hereby waive, on my own behalf and on behalf of all persons claiming by, through, or under me, any and all claims that I have or may have against Vistana™ Signature Experiences, Inc., Starwood Hotels and Resorts Worldwide, Inc., Interval Leisure GroupSM, LLC or any person or entity who directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with any of the foregoing entities, or any owners association responsible for management of any portion of the property (collectively, "Sheraton Vistana Resort") on account of any bodily injury, (including death), personal property loss, or other damages of any kind whatsoever, for negligence or otherwise, arising out of my participating in the Activity.
- I will indemnify and save harmless Sheraton Vistana Resort and/or its subsidiaries and/or affiliates, and its respective officers, directors, shareholders, partners, members, employees, and agents from all claims, demands, penalties, liabilities, causes of action, and actions, and from any and all loss, cost, and expense associated therewith or derived therefrom (including, without limitation, attorneys' fees and paralegal fees, and disbursements through all appeals) for damages and injuries of all kinds sustained by me including, without limitation, claims for personal injury and death (negligent or intentional), claims arising out of my negligent act(s) or omission(s), or claims that I may have against any third parties that may arise as a result of my participating in the Activity.
- I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Sheraton Vistana Resort, or the employees, representatives or agents of Vistana Signature Experiences.
- I agree to pay for all damages to the facilities of Vistana Signature Experiences, Inc. caused by my or my family's negligent, reckless, or willful actions.
- I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing.
- I, _____ (adult), consent to the participation of _____ (minor) in Activity, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of _____ (minor).
- In the event of an injury to the above minor during the above described activities, I give my permission to Vistana Signature Experiences, Inc. or to the employees, representatives or agents of Vistana Signature Experiences, Inc. to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will remain in effect until terminated in writing by the undersigned or when the above described activities are completed. Vistana Signature Experiences, Inc. shall have the following powers:
 - a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
 - b. The power to authorize medical treatment or medical procedures in an emergency situation; and
 - c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.
- **CONSENT AND RELEASE** I hereby grant to Sheraton Vistana Resort, the irrevocable and unrestricted right and permission to use my name, photograph, image, and likeness, in whole or in part, and to use, edit, present, transmit, and display the same, without restriction as to changes or transformations, in connection with its business, in all forms of media now known or hereafter developed, without payment of any type. I hereby release and forever discharge Sheraton Vistana Resort, and those acting with the authority or permission thereof, from any and all liability arising from or in connection with the use of my name, photograph, image, or likeness including, without limitation, claims for libel and invasion of privacy.

I have read, understand and agree to this Waiver.

SIGNATURE: _____
(Parent or Legal Guardian's signature if under 18)

DATE: _____

PRINT NAME: _____

PHONE: _____

ADDRESS/UNIT: _____
Street City/State/ZIP