

Start Date: January 1, 2023
End Date: December 31, 2023

WYNDHAM ST. THOMAS, INC. AT ELYSIAN BEACH
Pool Membership Agreement

Operator: Wyndham St. Thomas, Inc.
6800 Estate Nazareth
St. Thomas, U.S. Virgin Islands 00802

Type of Membership Unit (check one):

(A) Two Bedroom Unit _____ (B) Three Bedroom Unit _____ (C) Four Bedroom Unit _____

Membership Fee: For the period of **1/1/23 thru 12/31/23**, the annual Membership Fees shall be as follows:

Membership Unit (A) (Two Bedroom Unit): **\$1,926.00**(annual)

Membership Unit (B) (Three Bedroom Unit): **\$2,354.00** (annual)

Membership Unit (C) (Four Bedroom Unit): **\$2,782.00**(annual)

Member Name: (Please identify all owners of the Membership Unit.)

Additional Members: (Please identify all occupants of the Unit to be granted membership access under this Membership Agreement. If any occupants are under the age of 18, please indicate the age of such person next to their name.)

Local Address Information:

Address: _____ Unit Number: _____

Local Phone: _____ Alternate Phone: _____

Email: _____ Fax: _____

Billing Address (if different than above):

Address: _____

Home Phone: _____ Office Phone: _____

Email: _____ Fax: _____

For and in consideration of the terms, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Member hereby agrees, for and on behalf of Member and the Additional Members, as follows:

1. **Term.** The term of this Membership Agreement shall be for a period of one (1) year, commencing on the above stated Start Date and terminating on the above stated End Date. Member understands and agrees that this Membership Agreement contains no renewal rights, and upon expiration of the term, all of the rights and obligations of Member and the Additional Members hereunder shall terminate.

2. **Membership Fees.** The total Membership Fees due under this Membership Agreement shall be as set forth above (based upon the type of Membership Unit), plus any and all applicable sales or use taxes. The Membership Fee shall be payable in annual installments due on February 1 of each year. (If this Agreement is executed after February 1, the payment shall be due and payable upon execution of this Membership Agreement). Unless otherwise specifically provided in this Membership Agreement, the

Membership Fees payable hereunder are not refundable. All payments required hereunder shall be made payable to Operator, and shall be sent to Operator's address listed above.

3. **Use.** Provided that Member is current in the payment of the Membership Fees, Member and the Additional Members indicated above shall have the non-exclusive right to use the pool and Jacuzzi (hereinafter collectively the "Pool Facilities") at Wyndham St. Thomas, Inc. at Elysian Beach Resort (the "Resort"), subject to and in compliance with the Rules and Regulations of the Pool Facilities, as attached hereto as **Exhibit "A"**, and as the same may be amended from time to time. It is further understood and agreed that lessees of the Membership Unit shall be entitled to use the Pool Facilities during the period in which they occupy the Membership Unit, provided they comply with all Rules and Regulations of the Pool Facilities and the terms of this Membership Agreement. Member agrees that, contemporaneously with the execution of this Membership Agreement, Member has received a copy of the current Rules and Regulations for the Pool Facilities, and by Member's signature below, Member, for and on behalf of Member and the Additional Members, hereby agrees to abide by all such Rules and Regulations, as they may be amended from time to time, and to cause any guest, invitee or lessee of Member or the Additional Members to comply with all of the same. Member understands and agrees that the violation of any Rule or Regulation for the Pool Facilities by Member, the Additional Members, or any of Member or the Additional Members' guests, invitees or lessees may result in the immediate suspension or termination of this Membership Agreement, including without limitation all of the rights of Member and the Additional Members hereunder, without any refund or rebate of the Membership Fees. Member understands and agrees that nothing contained in this Membership Agreement is intended to give Member or the Additional Members any equity, ownership, or other right or interest in or to the Pool Facilities. Furthermore, nothing contained in this Membership Agreement shall entitle Member, or the Additional Members, or any of their respective guests, invitees or lessees access to or use of any other facilities located at Resort. Notwithstanding anything to the contrary provided in this Membership Agreement, nothing contained herein is intended to grant any guest, invitee or other person the right to use the Pool Facilities hereunder, and Operator reserves the right, in its sole and absolute discretion, to deny entry to any guest, invitee or other person not otherwise entitled to utilize such Pool Facilities hereunder.

4. **Waiver.** Member hereby warrants and represents, for and on behalf of Member and the Additional Members, that Member and the Additional Members are in good physical condition and have no disabilities, impairments or ailments preventing any of the same from engaging in the use of the Pool Facilities. Member, for and on behalf of Member and the Additional Members, understands and acknowledges that it is recommended that all persons consult with their physician before using any of the Pool Facilities. Member hereby acknowledges and agrees, for and on behalf of Member and the Additional Members, that they shall use the Pool Facilities at their own risk and neither Operator, the Resort, the homeowners associations having an interest at the Resort, nor any of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, successors or assigns shall have any liability whatsoever for any injury, damage or loss to the person or property of Member, the Additional Members or any of their guests, invitees or lessees. Member, for and on behalf of Member and the Additional Members, hereby agrees to indemnify and hold Operator, the Resort, and all of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, costs, claims, injuries, demands, fines, actions or damages of any kind arising from the use of the Pool Facilities by Member, the Additional Members, or their respective guests, invitees or lessees. Further, Member, for and on behalf of Member and the Additional Members, hereby relinquishes and forever releases any and all rights, claims or causes of action that they may have against Operator, Resort, the homeowners associations having an interest at the Resort, or any of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, successors or assigns arising from or relating to the use of the Pool Facilities.

5. **Hours of Operation.** Member understands and agrees that the hours of operation shall be set forth in the Rules & Regulations for the Pool Facilities, which may be amended from time to time. Further, Member acknowledges that use of the Pool Facilities may be restricted periodically for maintenance, inclement weather or otherwise. It is understood and agreed by Member that there shall be no adjustments in the Membership Fees due hereunder from Member by reason of any restricted periods or change in hours of operation, and Operator shall have no liability whatsoever to Member by reason of any such restricted or modified use.

6. **Access Passes.** Member understands that both a hard key along with a color coded pool pass is required for entry into the pool and Jacuzzi at all times, and such keys and passes, will be available from Operator upon receipt of payment, signed membership agreement and waiver. Operator reserves

the right, from time to time, to modify the terms and procedures by which access to the Pool Facilities is provided.

7. **Guests.** Member understands and agrees that Operator reserves the right to require any and all guests, invitees or lessees of Member and the Additional Members, including without limitation any rental guests occupying Member's unit, to sign a waiver and release prior to entering the Pool Facilities. Member understands and acknowledges that Operator reserves the right, in its sole and absolute discretion, to deny entry and use of the Pool Facilities to any persons refusing to execute such waiver and release, and Operator shall have no liability hereunder for any denial of entry arising hereunder. Member further agrees to cause its guests, invitees and lessees to sign a waiver and release in a form similar to Exhibit "B".

8. **Assignment.** The rights of Member and the Additional Members under this Membership Agreement may not be assigned or transferred without the prior written consent of Operator. Operator may freely assign its rights under this Membership Agreement to any parent, subsidiary, affiliated or successor owner or operator of the Pool Facilities, provided such successor agrees to assume all of Operator's obligations hereunder. From and after any such assignment by Operator, Operator shall be released from all liability and obligations under this Membership Agreement.

9. **Entire Agreement.** This Membership Agreement contains the entire agreement between Operator and Member with regard to the rights of Member and the Additional Members to use the Pool Facilities, it supersedes any and all prior and contemporaneous understandings or agreements of the parties, whether written or oral, and there are no other terms, conditions, representations or warranties contained hereto, except as provided in the Rules and Regulations, as the same may be amended from time to time.

Member hereby certifies that Member has fully read and understands the terms and conditions of this Membership Agreement, and by Member's signature below, Member hereby agrees, for and on behalf of Member and the Additional Members, to be bound by all of the terms and conditions of membership as provided herein.

Member:

Print Name: _____

Location & Unit # _____

Date: _____

Print Name: _____

Location & Unit # _____

Date: _____

EXHIBIT "A"

WYNDHAM ST. THOMAS, INC. AT ELYSIAN BEACH

POOL & JACUZZI RULES & REGULATIONS

POOL IS OPEN FROM 7:00 A.M. – 10:00 P.M.

JACUZZI IS OPEN FROM 7:00 A.M. – 10:00 P.M.

USE OF THE FACILITIES IS AT YOUR OWN RISK.

ALL PERSONS USING THE FACILITIES MUST ADHERE TO ALL POSTED RULES, INCLUDING BUT NOT LIMITED TO, COVID-19 GUIDELINES, RESTRICTIONS AND SOCIAL DISTANCING PROCEDURES.

APPROPRIATE BATHING ATTIRE IS REQUIRED AT ALL TIMES.

ALL CHILDREN UNDER THE AGE OF 17 MUST BE ACCOMPANIED BY AN ADULT.

NO BABIES WITH DIAPERS IN THE POOL OR JACUZZI.

NO GLASS CONTAINERS.

NO COOLERS.

NO RUNNING OR DIVING.

NO ALCOHOLIC BEVERAGES.

NO HORSEPLAY.

NO FOUL OR ABUSIVE LANGUAGE OF ANY KIND WILL BE TOLERATED.

ALL GUESTS MUST HAVE THEIR PASS IN THEIR POSSESSION, AND MUST BE ABLE TO SHOW ID AT ALL TIMES.

MANAGEMENT RESERVES THE RIGHT TO REVOKE ANY AND ALL PRIVILEGES DUE TO ABUSE AND OR MISBEHAVIOR OF ANY KIND, AND SUCH WILL RESULT IN THE FORFEITURE, WITHOUT REFUND, OF ANY FUTURE USE OF THE POOL OR JACUZZI FACILITIES.

EXHIBIT "B"

WYNDHAM ST. THOMAS, INC. AT ELYSIAN BEACH

WAIVER OF LIABILITY - Pool Facilities

I, the undersigned, have, on this day, requested and accepted a key/pass to utilize the pool and Jacuzzi (collectively "Pool Facilities") at Wyndham St. Thomas, Inc. at Elysian Beach (the "Resort").

By my signature below, I hereby warrant and represent, for and on behalf of my family/guests and myself, that we are in good physical condition and have no disabilities, impairments or ailments preventing us from engaging in the use of the Pool Facilities, nor do I have any known or suspected contagious or communicable diseases.

I understand and acknowledge that it is recommended that we consult with our physicians before using any of the Pool Facilities.

I hereby agree, for and on behalf of my family/guests and myself to abide by all Rules & Regulations of the Pool Facilities. I represent that I am not now, nor shall I at any time while using the Pool Facilities be, under the influence of any alcohol or non-prescription drugs.

I further hereby acknowledge and agree, for and on behalf of my family/guests and myself, that we shall use the Pool Facilities at our own risk, and neither Wyndham St. Thomas, Inc., the Resort, the homeowners associations having an interest at the Resort, nor any of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, successors or assigns shall have any liability whatsoever for any injury, damage or loss to any of our person or property. I hereby agree, for and on behalf of my family/guests and myself, to indemnify and hold Wyndham St. Thomas, Inc., the Resort, the homeowners associations having an interest at the Resort, and all of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, costs, claims, injuries, demands, fines, actions or damages of any kind arising from our use of the Pool Facilities. Further, for and on behalf of my family/guests and myself, I hereby relinquish and forever release any and all rights, claims or causes of action that we may have against Wyndham St. Thomas, Inc., the Resort, the homeowners associations having an interest at the Resort or any of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, successors or assigns arising from or relating to the use of the Pool & Tennis Facilities.

I hereby represent that I am at least eighteen (18) years of age, I have fully read and understand the terms of this Waiver of Liability, and I am executing the same voluntarily and of my own accord.

Local Address/Unit Number: _____

Name (please print): _____ Date: _____

Signature:
