

1 January 2023

Flagstick Ventures Sdn Bhd (“FV”)

Acknowledgement & Waiver by persons who may enter Wedge (“Premises”)

1. Each person who enters the Premises for any purpose whatsoever acknowledges that they do so at their own sole and exclusive risk. FV makes no, and excludes all, representations or warranties in respect of the Premises and matters incidentals thereto (including but not limited to the fitness, safety or quality of the Premises or any equipment or facilities or the health, safety and security of any person or their property).
2. FV and the FV Parties (as hereinafter defined) shall not be liable for any losses, damages, expenses, penalties, fines, taxes, judgements, liabilities and other claims (collectively “Claims”) that may be suffered or incurred by or claimed against any person who may enter the Premises, whether or not such Claims are attributable to any act or omission on the part of FV or any of the FV Parties and whether such Claims arise under contract, tort or otherwise. Without prejudice to the generality of the foregoing, FV and the FV Parties shall not be liable for any personal injury, death or damage to or loss or theft of any property (including but not limited to any golfing equipment, mobile phones, identity documents, jewellery or cash). “FV Parties” means FV’s shareholders, directors, employees, officers, contractors, suppliers, landlords, tenants, agents, licensees, representatives and other third parties who may be under the control or supervision of FV or exercise control or supervision over FV or the Premises.
3. Without prejudice to the foregoing provisions, FV’s and the FV Parties’ maximum liability per person for any Claims under contract, tort or otherwise which are suffered or incurred by or claimed against such person and may be attributable to any act or omission by FV and/or any of the FV Parties shall not exceed the sum of the local equivalent of US\$100 (One Hundred US Dollars) only regardless of the number of visits, entries, events or incidents which may give rise to any Claims.
4. Each person who enters the Premises shall indemnify FV and the FV Parties against all Claims suffered or incurred by or made against FV and the FV Parties if and to the extent that such Claims are attributable to any act or omission on the part of such person which amounts to: (a) a breach of this Acknowledgement & Waiver, any contract or law; or (b) any, tort, fraud or wilful misconduct.
5. Without prejudice to the foregoing provisions, each person (“Arranging Person”) who is making or has made a booking, appointment or any other arrangement on behalf of other persons in connection with the entry into or any activity on the Premises represents and warrants to FV that such other persons have been informed of and read and understood, and agree to, the provisions of this Acknowledgement & Waiver.

Flagstick Ventures Sdn Bhd (1459317-X)

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