

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN LEGAL TERMS AND CONDITIONS THAT YOU AGREE TO WHEN YOU USE THIS SITE. Your use of the SWAE Sports website and web reservations services that display the “powered by SWAE Sports” logo (this “Site”) is expressly conditioned on your acceptance of the following terms and conditions. By using this Site, you agree to be bound by these terms and conditions. If you do not agree to any part of these terms and conditions, do not use this Site. To the extent there are conflicts between this User Agreement and the terms of any separate written agreement between the parties, the separate written agreement will prevail.

1. Use of the Site. Subject to these terms and conditions, SWAE Sports, LLC (“Company”) grants you a personal, limited, revocable, non-exclusive and non-transferable license to use the Site. You may not remove or modify any notice of confidentiality, trade secret, trademark or copyright encoded or embodied in the Site or any product, service, content or material downloaded from the Site or displayed by, on, or in the Site. You may use the Site only to make legitimate inquiries, reservations and/or purchases and you shall not use the Site for any other purposes, including, but not limited to, making any fraudulent, false or speculative reservations or any reservation in anticipation of demand. The Site and any and all content provided therein, may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the prior written consent of Company, and/or its Content Providers (defined below). Notwithstanding the foregoing, you may display, download and print materials presented on the Site for your personal, non-commercial use only. You agree that you will not interfere or attempt to interfere with the proper working of this Site, whether by use of any device, software, routine or otherwise. You are prohibited from submitting, posting, uploading or otherwise transmitting any information that (a) is defamatory, libelous, abusive, tortuous, harassing, vulgar, obscene, or otherwise indecent; (b) infringes or otherwise violates the rights of any third party, including without limitation privacy rights and proprietary rights; (c) contains viruses, corrupted files, or any other similar software or programs that may damage the operation of the Site or another's computer; or (d) violates any applicable local, state, federal, or international law or regulation. You are solely responsible for any damage resulting from your use of the Site.

2. Ownership and Copyright. You acknowledge and agree that the Site and the information and content contained in it are owned by Company and/or its third party content providers (“Content Providers”), and are protected by U.S. and international copyright and other intellectual property laws. The use of such materials on any other website or in any environment of networked computers is strictly prohibited.

3. Availability. Company uses reasonable efforts to ensure that the Site is available 24 hours a day 7 days a week. However, there will be occasions when the Site will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of Company. Company will use reasonable commercial efforts to minimize such disruption where it is within the reasonable control of Company. You agree that Company shall not be liable to you for any modification, suspension or discontinuance of the Site. You are responsible for obtaining access to the Site and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Site.

4. Trademarks. All brand, product and service names used on the Site which identify Company and [www.SWAEsports.com](http://www.SWAEsports.com) are proprietary marks of Company. All brand, product and service names used on the Site which identify third parties and their products and services are proprietary marks of such third parties. Nothing herein shall be deemed to confer on any person any license or right on the part of Company or any third party with respect to any such image, logo or name.

5. External Links. From time to time Company may provide links that will take you to third party websites. These links are provided for your convenience only. If you decide to access linked websites you do so at your own risk. Company does not endorse or take responsibility for the content on other websites or the availability of other websites and you agree that Company is not liable for any loss or damage that you may suffer by using other websites.

6. Adventure/Travel Providers. If you use the Site to inquire about adventure sports/travel inventory and/or to facilitate a booking with a third party adventure/travel services provider, you understand that we facilitate these inquiries and/or bookings and do not provide, own or run any adventures, travel services or trips ourselves. Any contract you make for adventure/travel services is with the third party adventure/travel services provider and it is their responsibility to provide you with the services you have booked. Payment, deposit and cancellation policies are those as directed by each third party adventure/travel services provider. We are not the merchant for your transaction. Prior to making a booking, you should ensure that you have reviewed the third party adventure/travel services provider's terms and conditions. Company does not accept responsibility for cancellations by you or by the third party adventure/travel services provider regardless of the circumstances in which the cancellation is made. Company shall not accept any liability for losses, additional expenses or any claim whatsoever due to changes in adventure/travel services, sickness, weather, strikes or any other cause. All such losses, additional expenses or claims will be borne by you unless otherwise agreed between you and the adventure/travel services provider. Adventure/Travel Insurance is readily available from third parties and highly recommended to protect adventurers/travelers from loss in such circumstances. In making a reservation, it shall be your responsibility to disclose to the adventure/travel services provider any physical or mental condition to which you or a member of your party is subject to and of which the adventure/travel services provider should be notified and which may require special facilities.

7. No Liability for Credit Card or Debit Card Transactions. Company makes all reasonable efforts to ensure that all credit card and debit card transactions are secure. However, if unauthorized charges appear on your credit card or debit card statement for any card used on this Site at any time during or after you make your reservation, conduct your transaction or disclose your card details on this Site, Company shall not be liable or responsible in any way in respect of any damage or loss of whatsoever nature suffered by you arising from or in any way connected with said use, transaction or disclosure, subject only to any statutory rights which you may have.

8. Privacy Policy. You have read our Privacy Policy, the terms of which are incorporated herein by reference. You understand that through your use of the Site you consent to the collection and use of certain personal information by Company and its third party providers pursuant to the terms of the Privacy Policy.

9. Age and Responsibility. You represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. You agree that any information you provide through the Site is true, accurate, current and complete and you will maintain and promptly update such information to keep it true, accurate, current and complete. If you use this Site, you are responsible for maintaining the confidentiality of your account information and password, and are fully responsible for all activities that occur under your account or password. You agree to (a) immediately notify Company of any unauthorized use of your account or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session.

10. Monitoring of Content. You understand that Company can access your account, disclose information and/or otherwise provide access to third parties for the following reasons: (a) to remind you of your password in case you forget it; if this becomes necessary, we send an e-mail upon your request to the address from which you opened your account; (b) to maintain the

Site and to develop new and useful features and services; (c) to follow a court order, subpoena, complaint or a lawful request from governmental authorities; (d) to enforce this User Agreement; (e) to respond to claims that any content violates the rights of third-parties; (f) to respond to your requests for customer service; and (g) to protect the rights, property, or personal safety of Company, its users and the public.

11. Suspension and Termination. Company reserves the right to suspend or terminate your account and/or use of the Site and remove and discard any content or information at any time, without notice, for any reason, including but not limited to, (a) any breach of this User Agreement, including policies or guidelines set forth by Company elsewhere; or (b) conduct that Company believes is harmful to other users of the Site or the business of Company or other third party providers. Further, you agree that Company shall not be liable to you or any third party for any termination of your access to the Site. Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

12. Exclusion of Warranty. THE SITE AND ANY CONTENT, SERVICES AND/OR MATERIALS AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, COMPANY MAKES NO WARRANTY THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT THE SITE OR OUR SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE SITE WILL BE AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS. NO ADVICE OR INFORMATION GIVEN BY COMPANY, ITS EMPLOYEES OR AFFILIATES SHALL CREATE A WARRANTY. YOU EXPRESSLY AGREE THAT YOUR USE OF THE CONTENT, SERVICES AND/OR MATERIALS AVAILABLE THROUGH THE SITE IS AT YOUR OWN DISCRETION AND AT YOUR SOLE RISK. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

13. Limitation of Liability. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE, INCLUDING ANY SOFTWARE, CONTENT OR OTHER MATERIALS ON THE SITE, AND ANY RELIANCE UPON IT, IS AT YOUR SOLE RISK. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS, OR ANY THIRD PARTY PROVIDER OF DATA OR INFORMATION, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS REVENUE, LOST PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SITE, OR YOUR RELIANCE ON ANY ADVICE, INFORMATION, OR CONTENT ON THE SITE, EVEN IF COMPANY OR ANY RELATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ALSO AGREE THAT (1) COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY THEORY FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM, HANDHELD DEVICE, OR ANY OTHER STORAGE/PLAYBACK DEVICE USED BY YOU TO STORE OR DISPLAY THE CONTENT OR TO UTILIZE THE SITE AND (2) COMPANY SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY LOSS OR DAMAGE TO ANY DATA ON YOUR PERSONAL COMPUTER, HANDHELD DEVICE OR ANY OTHER STORAGE/PLAYBACK DEVICE USED BY YOU TO STORE OR DISPLAY THE CONTENT OR TO UTILIZE THE SITE, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY SUCH LOSS OR DAMAGE. YOU SPECIFICALLY ACKNOWLEDGE THAT DOWN-TIME, LOSS OF CONTENT, AND COMPUTER VIRUSES ARE RISKS INHERENT IN THE USE OF THE INTERNET AND SOFTWARE PRODUCTS, AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM THESE POSSIBLE HARMS. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT YOU MAY BE DISCLOSING SENSITIVE, PRIVATE AND CONFIDENTIAL

CONTENT ABOUT YOURSELF IN YOUR USE OF THE SITE AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY HARM OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM YOUR RELEASE OF SUCH CONTENT. IF YOU ARE DISSATISFIED WITH THE SITE, OR WITH ANY OF THIS USER AGREEMENT, OR FEEL COMPANY HAS BREACHED THIS USER AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. THE TOTAL LIABILITY OF COMPANY TO YOU FOR ANY CLAIM ARISING FROM OR RELATING TO THIS USER AGREEMENT OR USE OF THE SITE SHALL NOT EXCEED THE GREATER OF EITHER THE AMOUNT PAID BY YOU FOR ACCESSING AND USING THE SITE OR ONE HUNDRED DOLLARS (US\$100) TOTAL. IT IS THE INTENTION OF BOTH OF US THAT THIS PROVISION BE CONSTRUED BY A COURT AS BEING THE BROADEST LIMITATION OF LIABILITY CONSISTENT WITH APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Indemnification. You shall defend and indemnify Company and any third party providers and distributors and their officers, directors, employees and agents from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, your connection to the Site, your violation of this User Agreement, or your violation of any rights of another.

15. Amendment of Terms. We reserve the right to amend this User Agreement from time to time without notice. Your continued use of the Site constitutes acceptance of any amendments, additions, or modifications to this User Agreement.

16. Contact. Company is located in Boulder Colorado, U.S.A. Any questions, comments or suggestions, including any report of violation of this User Agreement should be provided to the Site administrator as follows:

By E-mail: [Info@SWAEsports.com](mailto:Info@SWAEsports.com)

By Postal Mail: 760 West Moorhead Circle, Unit F, Boulder, CO 80305

17. Governing Law. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or this User Agreement must be brought, if at all, within one (1) year from the accrual of the claim or cause of action or be forever barred. The parties agree that this User Agreement and any claims hereunder shall be governed by and subject to the laws of the state of Colorado, without giving effect to any principles of conflicts of law.

18. Dispute Resolution. All disputes arising under this User Agreement shall be submitted to mediation. Each party shall designate an executive officer or principal empowered to resolve the dispute. Should the designated representatives be unable to agree on a resolution, a mediation service acceptable to both parties shall select a mediator to mediate the dispute. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this User Agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that a dispute is required to be litigated, you agree that the proper forum for any and all claims under this User Agreement will be the state and federal courts located in Denver County, Colorado, and you agree to submit to the jurisdiction of these courts. The prevailing party in any action will be entitled to recover reasonable expenses, including attorneys' fees.

19. Independent Contractors. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this User Agreement or use of the Site.

20. Waiver. The failure of Company to enforce any right or provision in this User Agreement will

not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing.

21. Construction. The headings of Sections of this User Agreement are for convenience and are not to be used in interpretation.

22. Entire Agreement. Except as otherwise stated herein, this User Agreement, including the Privacy Policy, constitutes the entire agreement between you and Company relating to the subject matter hereof and governs your use of the Site, superseding any prior agreements between you and Company. If any provision of this User Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this User Agreement remain in full force and effect.