

MAIN SERVICE AGREEMENT

Last Updated on: September 9, 2025

This Main Service Agreement ("Main Service Agreement") provides the terms under which **ARCTIC HEAT LLC**, a Utah limited liability company (the "Company"), will provide services ("Services") to an entity or individual ("Customer" or "you") pursuant to your election and agreement to retain such Services from the Company, whether electronic or otherwise by utilizing the Company's website located at <https://arcticheatlife.com>, and entering into a Service Agreement between Company and Customer, which expressly refers to or incorporates the underlying terms and conditions. By clicking "Agree" to these Terms when prompted, Customer hereby agrees as follows: (1) that you are at least 18 years of age and are legally authorized to sign on behalf of and have authority to bind the Customer, and (2) you agree to be bound by all terms and conditions set forth herein (the "Terms"). Both Company and Customer may be referred to as a "Party" and collectively as the "Parties."

"Service Agreement" means the Customer's selection of one or more Services and submission of payment either (a) through Company's website (currently located at <https://arcticheatlife.com>) or (b) in person at a Company location prior to receiving the Services. Upon Company's booking confirmation/receipt of payment, a Service Agreement is formed and incorporates by reference this Main Service Agreement (including the Code of Conduct). The Service Agreement will reflect the selected Service(s) (e.g., session length, booth share/add-ons, 5-/10-punch passes), applicable fees/taxes, and the contact details provided at checkout.

Terms & Conditions

The "Effective Date" of this Main Service Agreement is the date upon which you agree to be bound by these Terms.

1. **General.** Each Service Agreement and this Main Service Agreement, the Terms (including the documents incorporated by reference) (collectively, the "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement expressly limits acceptance to the terms stated herein. Any additional or different terms or conditions, whether in a quotation, acknowledgement, acceptance, invoice or otherwise, are rejected and will not apply to the applicable Service Agreement unless expressly assented to in writing by an authorized representative of the Parties, notwithstanding any contrary language that the acceptance or use of, or payment for, the purchase of Services or any other act or failure to act by Company, constitutes acceptance of any different or additional terms or conditions. Fulfillment of part or all of the applicable Service Agreement constitutes acceptance of these Terms. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to them in the applicable Service Agreement.

2. **Services.** In accordance with the election made by Customer, Company agrees to provide one or more of the following Services, as applicable:

- a. **Cold Plunge:** Cold exposure therapy involves exposing oneself to uncomfortably chilled temperatures. Ice Baths or Cold Plunges utilize and optimize this method in a particularly potent manner. A Cold Plunge consists of immersing the body in cold water, ideally up to the neck and typically between 32-59°F, for a short period. The sudden exposure to cold water forces the body to begin adapting to the new environment. Through those forced adaptations is where we start to see some incredible results. See more specific information below.
- b. **Finnish Sauna:** Participating in a Finnish Sauna consists of sitting in a heated room, typically ranging from 175-220°F. Finnish saunas are the only saunas capable of reaching these temperatures for ideal results. This forces the body to begin adapting which helps detoxify by flushing out impurities through the skin. This effective cleansing process promotes glowing skin and improves overall health.

3. **Access to the Services.** Upon Customer's completion of the selection and payment process online or in person and Company's confirmation (e.g., receipt/booking confirmation), the Service Agreement is formed and incorporated into, and forms a part of, this Agreement. For each Service Agreement, subject to Customer's compliance with the terms of this Agreement (including any limitations and restrictions set forth on the applicable Service Agreement), Company grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right to access and use the Company's Service(s) in accordance with Customer's election of the type(s) of Service(s) described herein. Customer may only use the Services for its personal use and only in accordance with Company's applicable official user documentation (the

“Documentation”). Further, Customer may only access use of the Services if: (1) Customer executes a Release of Liability and Assumption of Risk agreement; and (2) Customer abides by the Company’s Code of Conduct, both of which are incorporated herein by this reference and made a part of these Terms.

4. **Fees; Payment.** Customer shall pay Company any and all fees applicable to any Service Customer as set forth in each Service Agreement (the “**Fees**”). Customer will provide payment information to Company’s third-party payment processor; Company may retain a payment token and last four digits to facilitate authorized charges. Customer authorizes Company to charge such credit card for all Services listed in the Service Agreement. Such charges shall be made in advance in accordance with the applicable Service Agreement. If the Service Agreement specifies that payment will be by a method other than a credit card, Company will invoice Customer in advance and otherwise in accordance with the relevant Service Agreement. Payments will be payable in U.S. dollars and are due within thirty (30) days from the invoice date (if applicable). Company currently uses third party service payment processors, and, by using the Services, Customer agrees to be bound by such third party payment processor’s terms and conditions, if any. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with the Services (excluding taxes based on Company’s net income). All Fees paid are non-refundable and are not subject to set-off. Company reserves the right to amend the Fees by providing notice to Customer. Customer’s continued use of the Services following the effective date of such amendment to the Fees constitutes acceptance of the amended fees. If Customer does not agree to the amended Fees, then Customer may not use the Services.

a. **Overstay Fees**

(1) **Definition of “Overstay”:** For purposes of this Agreement, an “Overstay” occurs when Customer continues to utilize or receive the Services beyond the specified time period allocated for such Services as set forth in the applicable Service Agreement, or other written documentation agreed upon by the Parties.

(2) **Fee Structure for Overstays.** Customer shall pay Service Provider the following additional fees (each, an “Overstay Fee”, and collectively, the “Overstay Fees”) for any Overstay:

(i) For Overstays lasting between five (5) minutes and twenty (20) minutes beyond the specified time period, Customer shall pay an additional fee of sixty-five and no/100ths dollars (\$65.00).

(ii) For each additional increment of up to twenty (20) minutes beyond the initial twenty (20) minute Overstay period, Customer shall pay an additional fee of one hundred dollars (\$100.00) per increment.

(iii) Overstay periods shall be calculated from the scheduled end time of the Services as documented in the applicable booked session shown in the Service Agreement or Company’s booking system.

(iv) If an earlier occupant’s Overstay shortens a subsequent Client’s session, Company may (a) charge the Overstay fees to the occupant causing the delay, and (b) extend or credit the subsequent Customer’s session; the subsequent Customer will not be charged Overstay fees caused by a prior occupant.

(3) Overstay fees shall be payable by Customer immediately and Company may charge the payment method on file.

(4) Customer’s failure to pay Overstay fees when due shall be considered a material breach of this Agreement.

b. **Cleaning & Damage Fees.** Excessive cleaning required due to bodily fluids or similar hazards will incur a cleaning fee of the greater of (1) \$10.00, or the actual value of any damage to equipment/rooms caused by Customer, which will be billed at actual repair/replacement cost to the Customer’s method of payment on file or last used with the Company to contract for the Services.

5. **Customer Intellectual Property and Data.** For purposes of this Agreement, “**Customer Data**” shall mean all data, information and materials provided, uploaded, or submitted by Customer to the Services. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer acknowledges and agrees that Company may use and display Customer Data for to provide the Services and perform under this Agreement. In the event that, during the performance of Services hereunder, the Company receives, observes or otherwise comes into possession of personal information that is protected by any applicable privacy laws, the Company agrees to fully comply

with such laws, as they may be applicable to the Company based on the nature of the Services, including without limitation, maintaining the confidentiality of any protected information, and that, whether or not such laws apply to the Company based on the nature of the Services, the Company will not (i) use such information other than as necessary to perform the Services or as otherwise directed by Customer or (ii) disclose such information to any third party.

6. **Company Intellectual Property.** As between the Parties, Company retains all right, title, and interest in and to (a) the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Company for the purposes of this Agreement, including any copies and derivative works of the foregoing and (b) Company's Confidential Information (as defined below). No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Company with respect to the Services ("Feedback") and Company may freely use and exploit such Feedback. Company may derive from the use and operation of the Services volumes, frequencies, bounce rates, performance metrics and other data that does not identify any natural person ("Usage Data"), and may use and disclose Usage Data to analyze and improve the Services and for other lawful business purposes.

7. **Customer Responsibilities.** Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Services; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iv) use the Services for the benefit of a third party, except with respect to Customer's clients as contemplated by the Services; (v) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (vi) use the Services to build an application or product that is competitive with any Company product or service; (vii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (viii) bypass any measures Company may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Service); or (ix) "crawl," "scrape," or "spider" any page, data, or portion of or relating to the Services (or any information, data or content made available through the Services), whether through use of manual or automated means. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data. Customer shall ensure (and is solely responsible for ensuring) that it has given all notices, and obtained all rights, permissions and consents, as are necessary to use the Services and to provide Customer Data to Company for use as contemplated by this Agreement. Customer is solely responsible for all of Customer's activity in connection with the Services and all activity associated with the Services' user accounts provisioned to Customer, including but not limited to uploading Customer Data onto the Services. Customer shall use the Services in compliance with this Agreement and all applicable local, state, national and foreign laws, treaties and regulations and all applicable rules and professional standards in connection with Customer's use of the Services (including those related to email marketing, data privacy, international communications, export laws and the transmission of technical or personal data laws). Customer shall not use the Services in a manner that is harmful, deceptive, threatening, harassing or obscene or that violates any third party intellectual property, contractual or other proprietary rights. Customer shall ensure that Customer Data do not contain any of the following categories of sensitive data (a) social security number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card), financial information, banking account numbers or passwords; (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) account passwords, mother's maiden name, or date of birth; (f) criminal history; (g) any other information or combinations of information that falls within the definition of "special categories of data," "sensitive data" or "sensitive personal information" or any applicable law or regulation relating to privacy or data protection; or (h) personal information of children under the age of 16. Notwithstanding the foregoing, Company may collect and retain limited personal information about a minor (name, age, parent/guardian contact and consent records) solely to document parental consent and for safety/operational purposes. Customer shall defend, indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including reasonable attorneys' fees) in connection with any claim or action that arises from any violation of the foregoing or otherwise from Customer's use of Services.

8. **Confidentiality.** The Parties acknowledge and agree that each Party (the "Receiving Party") may have access to certain confidential information ("Confidential Information") of the other Party (the "Disclosing Party"). "Confidential Information" means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary and/or non-public information related to the business activities of the Disclosing Party, its subsidiaries, and its affiliates, including any business plans, strategy, pricing, or financial information; (ii) the terms of this Agreement; and/or (iii) any other information that is designated as confidential by the Disclosing Party. Confidential Information of Company shall also include the Services and Usage Data, and Confidential Information of Customer shall also include Customer Data. Confidential Information does not include any information that is or was, at the time of the disclosure: (a) generally known or available to the public; (b) rightfully disclosed to the Receiving Party by a third party; (c) already in Receiving Party's possession prior to the date of this Agreement.

to the date of receipt from Disclosing Party without restriction; (d) independently developed by the Receiving Party without reference to or use of Disclosing Party's Confidential Information, provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owed to the Disclosing Party, or (e) anonymized and de-identified from its original form. At all times, the Receiving Party shall: (1) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (2) not use the Disclosing Party's Confidential Information other than as permitted under this Agreement, and (3) not disclose, distribute, or disseminate the Confidential Information to any third party, except as permitted by this Agreement or to the extent necessary to comply with applicable law.

9. **Third-Party Services.** Customer acknowledges and agrees that the Services may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third Parties (collectively, "**Third-Party Services**"), including without limitation through integrations or connectors to such Third-Party Services that are provided by Company. Except as expressly provided in this Agreement, Company is not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third-Party Services. Company does not make any representations or warranties with respect to Third-Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

10. **Term; Termination.** Unless earlier terminated as provided in this Agreement, this Agreement shall begin on the date of the first Service Agreement and end as of the expiration of the last active Service Agreement. For each Service Agreement, unless otherwise provided therein or earlier terminated as provided in this Agreement, the term of such Service Agreement shall begin as of the date of such Service Agreement and shall continue until the end of the term set forth in such Service Agreement. Either Party may terminate this Agreement at any time by providing notice to the other Party. Without limiting the foregoing, Company may suspend Customer's access to the Services if Customer's account is more than thirty (30) days past due. All provisions of this Agreement that by their nature should survive termination shall survive termination, including without limitation accrued payment obligations, ownership provisions, warranty disclaimers, indemnification obligations and limitations of liability. All notices to Customer must be sent to the email address provided at purchase (whether set forth in the applicable Service Agreement or collected at checkout).

11. **Indemnification.** Each Party ("**Indemnitor**") shall defend, indemnify, and hold harmless the other Party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "**Indemnitee**") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("**Losses**"), that arise from or relate to any claim that (a) in the case of Customer as Indemnitor, the Customer Data or Customer's use of the Services infringes, violates, or misappropriates any third party intellectual property or proprietary right or violates any applicable law, or (b) in the case of Company as Indemnitor, the Services infringe, violate, or misappropriate any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnification obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Company do not apply with respect to the Services or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Company (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Company, (iv) combined with other products, processes or materials not provided by Company (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Services is not strictly in accordance herewith.

12. **Warranty; Disclaimer.** Company will provide the Services and any other services provided hereunder in a professional and workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND PROFESSIONAL SERVICES (IF ANY) ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. OUTPUTS MAY CONTAIN INACCURATE OR INCOMPLETE INFORMATION AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AND PROVIDES NO INDEMNITIES WITH RESPECT THERETO; CUSTOMER AND ITS END USERS ARE RESPONSIBLE FOR ALL DECISIONS MADE, ADVICE GIVEN,

ACTIONS TAKEN, AND FAILURES TO TAKE ACTION BASED ON THEIR USE OF THE SERVICES. CUSTOMER IS ADVISED TO SAFEGUARD CUSTOMER DATA AND ITS OTHER DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SERVICES OR DOCUMENTATION.

13. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF THE SECTION TITLED "RESTRICTIONS," IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (A) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), OR (B) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO COMPANY HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

14. Changes to Terms & Conditions. Company reserves the right, in its sole discretion, to update, change or replace any part of these Terms. The most current version of these Terms is posted at [INSERT URL FOR T&C] and it is Customer's responsibility to check Company's website periodically for changes. If the changes include material changes that affect Customer's rights or obligations, Company will notify Customer of the changes by reasonable means, which could include notification through the Services or via email. Customer's continued use of the Services following the effective date of any changes to these Terms constitutes acceptance of those changes. If Customer does not agree to the new Terms, then Customer may not use the Services.

15. How to Contact Company. Please contact Company at [INSERT EMAIL] with any questions or concerns about the Services or these Terms & Conditions.

16. Right to Refuse Service; Termination for Convenience. Company may refuse or terminate Services to any person at any time for any or no reason, including violation of the Code of Conduct. If termination occurs during a paid session for reasons other than Customer's breach, Company will issue a prorated refund of unused time.

17. Electronic Consent. The Parties consent to conduct transactions electronically. Electronic signatures—including click-through acceptance, typed names, checkbox acknowledgments, and one-time passcodes—are legally binding to the fullest extent permitted by applicable law. Company will maintain an audit trail associating each signature with the signed document, timestamp, and device/IP.

18. Miscellaneous. This Agreement represents the entire agreement between Customer and Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Company with respect thereto. In the event of a conflict between these Terms & Conditions and any Service Agreement, such Service Agreement shall govern. The Agreement shall be governed by and construed in accordance with the laws of the State of Utah, excluding its conflicts of law rules, and any dispute between the Parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in the State of Utah under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. All notices under this Agreement will be sent via email. All notices to Company must be sent to [INSERT EMAIL], and all notices to Customer must be sent to the email address set forth in the applicable Service Agreement, or in each case, at such other email address as may be given in writing by either Party to the other in accordance with this Section. Notice will be treated as given on receipt, as confirmed by written or electronic records. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both Parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. Except for payment obligations, neither Party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such Party's reasonable control, including without limitation the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; pandemics; epidemics; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither Party may assign any of its rights or obligations hereunder without the other Party's consent; provided that (i) either Party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such Party's business relating to this Agreement, and (ii) Company may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither Party has any authority of any kind to bind the other in any respect. Customer agrees to allow Company to use and display Customer's name and logo on Company's website and in Company's promotional materials

to identify Customer as a customer. In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of either Party to act with respect to a breach of this Agreement by the other Party shall not constitute a waiver and shall not limit such Party's rights with respect to such breach or any subsequent breaches.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

By checking that you acknowledge and agree to the foregoing Main Service Agreement (the “**Agreement**”) you hereby (“**you**”) acknowledge and express your desire to participate in the Services provided by the Company. All capitalized terms not defined in this Release of Liability and Assumption of Risk (“**Release**”) shall have the meaning set forth in the Agreement. In consideration of being permitted by the Company to participate in the Services and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “**Release**”).

I AM AWARE AND UNDERSTAND THAT THE SERVICES IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE SERVICES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM [MY PARTICIPATION IN] THE SERVICES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, “Releasees”), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Services, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Utah law does not permit to be released by agreement.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Services. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction). Any dispute between the signatory and Company is subject to binding arbitration under JAMS in Utah as stated in the Main Service Agreement; judgment may be entered on the award in any court of competent jurisdiction.

BY CHECKING "I AGREE," I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THE AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

Minor Participation; Parental Consent. Individuals under 18 may not use the Services unless a parent or legal guardian has executed the Parental Consent & Acknowledgments electronically. Unaccompanied participants aged 16–17 may check in only if a verified parental consent is on file or completed remotely via secure link and one-time passcode. Company may collect and retain limited personal information about a minor (name, age, parent/guardian contact and consent records) solely to document consent and for safety/operational purposes.

**FORM OF
PARENTAL/GUARDIAN CONSENT AND ACKNOWLEDGMENT**

- 1. BY CHECKING "I AGREE" AS THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THE AGREEMENT ON BEHALF OF MY MINOR CHILD OR WARD.**
- 2. I UNDERSTAND THIS CONSENT NOT WAIVE MY MINOR CHILD'S NON-WAIVABLE RIGHTS UNDER APPLICABLE LAW.**
- 3. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT.**
- 4. I HEREBY CERTIFY THAT:**
 - A. I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT WHO IS UNDER EIGHTEEN (18) YEARS OF AGE;**
 - B. I HAVE FULL LEGAL AUTHORITY TO ACT ON BEHALF OF THE MINOR PARTICIPANT; AND**
 - C. I AM FULLY COMPETENT TO EXECUTE THIS AGREEMENT VOLUNTARILY.**
- 5. I UNDERSTAND THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW, AND AGREE THAT IF ANY PORTION IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.**
- 6. PARENT AGREES TO ARBITRATE THEIR OWN DISPUTES, ACKNOWLEDGES RISKS, CONSENTS TO EMERGENCY CARE, AND AGREES TO FOLLOW THE CODE OF CONDUCT.**