Cairn Outdoor Guides, LLC. TERMS OF USE Last Updated: February 08, 2019

Please read this Terms of Use Agreement (these “**Terms of Use**”) carefully before using any website, service, application, tools, and functionalities owned, developed, offered, or maintained or functionally belonging to the Company, provided and operated by Cairn Outdoor Guides, Inc. (“**Cairn**”, “**Company**”, (together or individually, the “**Service**”). The Service may be subject to additional guidelines, terms, or rules, which may be posted on the Service from time to time. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, Service Providers and others who wish to access or use the Service (each a “**User**” or “**You**”, and collectively, “**Users**”).

This Agreement, which incorporates by reference other provisions applicable to User’s use of the Service, sets forth the terms and conditions that apply to User’s use of the Service. By using the Service, each User agrees to comply with all of the terms and conditions hereof. The right to use the Service is specific to each User and is not transferable to any person or entity.

The following legal restrictions and terms of use apply to the Service and any other site owned and/or operated by or on behalf of Cairn Outdoor Guides, LLC or any of its subsidiaries, that states that it is governed by these Terms of Use and/or links to these Terms of Use (the sites and entities collectively referred to herein as the “**Service**” and “**Cairn**” and/or “**We**” respectively).

**USE OF MATERIALS**

This Service is owned and operated by Cairn Outdoor Guides, LLC and includes certain features that are owned or operated by its third-party service providers. Except as otherwise indicated herein the contents of the Service are the property of Cairn and are protected by applicable law, including without limitation pursuant the trade secret, copyright, and trademark laws and other state and federal laws and regulations of the United States and other jurisdictions. No material from the Service may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Notwithstanding the foregoing you may download one copy of the materials on any single computer for your personal non-commercial use only, provided that you keep intact all copyright and other proprietary notices. Modification or use of the materials for any other purpose is a violation of Cairn’s copyright, trademark, and trade secret rights and other proprietary rights. For purposes of this Agreement, the use of any such material on, without limitation, any other website, application, or networked computer environment is prohibited.

In the event that you download software from the site, the software including any files; images incorporated in or generated by the software; and data accompanying the Software (together, the “**Software**”) are licensed to You by Cairn. Cairn does not, however, transfer any title to the Software, or any portion of the Software, to you. As between you and Cairn, Cairn retains full and complete right, title, and interest in and to the Software and all intellectual property rights relating thereto. You may not redistribute, sell, decompile, reverse-engineer, or disassemble the Software or any element of the Service.

You hereby grant Cairn and its agents and licensees a worldwide, royalty-free, fully-paid, perpetual, and non-exclusive license to use, including without limitation the right to copy, publish, perform, display and distribute and/or adapt, any content or material you upload to, distribute through, or post on or through the Service, including without limitation via message boards, chat rooms, blogs, or any other features on the Service, in whole or in part, alone or in combination with other material, in any and all media, now known or hereafter devised.

User communications occurring on the Service, including without limitation messages and emails may be read and/or moderated by Cairn in accordance with the Privacy Policy and these Terms and as the Company, in its sole discretion, deems necessary and appropriate to prevent spam, inappropriate content, abusive practices, harassment, and/or other activities or content it deems harmful or inappropriate. Emails and other communications may not be sent to partners or ambassadors without the Company’s authorization. Inappropriate content may include without limitation solicitation and spam.

**ACCEPTANCE OF GUIDES**

Cairn is a web platform that facilitates on-demand guided adventures by matching local experts with Clients. In order to provide adventures, the Company identifies and partners with Guides in its local markets. “Guide” shall be defined as an individual approved by Cairn to lead client(s) in their respective activities to aid in the navigation or facilitation of specific outdoor activities. Upon entering into an affiliation with Cairn, an acceptable candidate may become a Guide with the understanding that the candidate’s relationship with the Company is in the capacity of an independent contractor. Guides bear the responsibility to file employment and income taxes, procuring individual insurance coverage (which Cairn encourages), and performing a range of other ordinary responsibilities as required for any independent business entity. Codifying this working arrangement, new Guides will be required to sign a separate agreement and application that addresses such areas as the following:

• Applicant Personal information (Name, E-mail, Phone Number, Outdoor Experience, and credential descriptions.)

• Affirmation of status as an independent contractor

• Verification of compliance with applicable laws

• Agreement for likeness to be used in marketing materials (including website) and consent to film introduction video

• Acknowledgement of non-exclusivity (i.e. ability to provide independent lessons, etc.)

• Agreement to non-circumvention of students which originate on the Cairn platform

• Written consent to allow personal information to be stored and used for business purposes with the understanding that information is not to be sold to third parties

• Acceptance that the relationship with Cairn is at-will and the Company may terminate the relationship without notice for any reason including but not limited to noncompliance with general Company guidelines or Cairn’s Terms of Use.

Cairn considers a range of criteria but places a high value on Guides that: (i) are receiving or have completed additional training, certifications, or education in outdoor recreation or a related field; (ii) demonstrate a high degree of outdoor guiding proficiency; or (iii) exhibit meaningful past experience teaching pertinent outdoor activities. Cairn also reserves the right to disqualify Guides for any other circumstances that are raised within the ordinary scope of the review or from behavior that could adversely impact: (i) the ability to ensure the highest standards of safety for Clients; or (ii) the reputation of the Cairn platform.

**GUIDE / CLIENT SAFETY**

Prior to providing an adventure, Guides will offer information related to the activity, which may include, but is not limited to adventure duration, what to expect, appropriate attire, and will strive to set expectations and answer any initial questions.

As a general practice, for each adventure in which a client is under the age of 18 years old (each a “**Minor**”), the Minor’s parent, guardian, or authorized adult will need to complete the release of liability waiver on their behalf. Notwithstanding, a range of circumstances may limit the feasibility of this arrangement. It will be the role of Guides and clients or guardians or authorized adults of Minors to reasonably and collectively establish a location that prioritizes the Client’s safety above all else and is suitable for the convenience of the Client, Guide, and any responsible adult.

To ensure the continued safety and well-being of all parties, the following activities will be facilitated through the Cairn platform:

• Creating Guide and Client profiles

• Scheduling of adventures (including date, time, and location)

• Notice to be circulated to parties in advance of adventures

• Payment processing upon completion.

To provide further transparency, Clients will be able to complete a brief review after each adventure. The feedback will provide a rating and the option to provide feedback to Guide related to the adventure for future clients to read and review.

**RULES OF CONDUCT**

Users of the Service shall respect the rights and dignity of others. Your use of the Service is conditioned on your compliance with the rules of conduct set forth in this section; Your failure to comply with such rules may result in termination of your access to the Service pursuant to Termination section defined below. You agree that you will not:

• Use the Service for any fraudulent or unlawful purpose;

• Use the Service to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the Service;

• Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Service; or express or imply that We endorse any statement you make;

• Post any information that is obscene or contain, pornography, child pornography, or photographs of unclothed person(s);

• Interfere with or disrupt the operation of the Service or the servers or networks used to make the Service available; or violate any requirements, procedures, policies or regulations of such networks;

• Advertise merchandise, auctions, services or commercial websites, including offers to trade or charitable solicitations;

• Drugs and/or alcohol shall not be permitted on any Adventure.

• Post unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation (including, but not limited to “spam”, “junk mail” and “chain letters”);

• Transmit or otherwise make available in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, cancel bots, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;

• Harm or intimidate another person in any way, including restricting or inhibiting any other user from using the Service (including without limitation by hacking or defacing any portion of the Service);

• Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Service;

• Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Service;

• Infringe any third party’s copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

• Remove any copyright, trademark, or other proprietary rights notice from the Service or materials originating from the Service;

• Frame or mirror any part of the Service without Cairn’s express prior written consent;

• Create a database by systematically downloading and storing the Service content;

• Use any robot, spider, the Service search/retrieval application or other manual or automatic device to retrieve, index, “scrape”, “data mine” or in any way gather the Service content or reproduce or circumvent the navigational structure or presentation of the Service without Our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator’s public online search service. We reserve the right to revoke these exceptions either generally or in specific instances;

• Encourage others to violate this Agreement;

• Refuse to follow Cairn’s instruction or direction; and

• Disclose the Personal Information of any User of the Service without the permission of that User.

In the event a User posts inappropriate content or other materials that may violate these Rules of Conduct, Cairn may remove and / or suspend that User from the Service. Cairn reserves the right to remove any post or other material without warning or further notice. For purposes of this Agreement, “posting” includes uploading, posting, emailing, transmitting or otherwise making available.

While we prohibit conduct and content that violates this Agreement, you understand and agree that you nonetheless may be exposed to such conduct or content and that You use the Service at your own risk. Each User, and each parent or guardian of a Minor, acknowledges and understands that by using the Service to schedule, facilitate, or participate in an adventure with a Guide, he or she is entering into a relationship with the Guide, and is aware that the Guide is not an agent or employee of Cairn. Cairn has no control over, and accepts no responsibility for the actions and behaviors of Guides, Clients, and their parents, guardians, or authorized adult caretakers, each of whom is responsible for his or her own relationships with the Guide, which is independent of and does not include Cairn. At no point may Cairn be held liable for the actions or behaviors of any Guide or Client who is performing services or participating in an adventure or any other activity . Cairn provides a platform on which Clients seeking guidance or company in a specific outdoor activity may connect, communicate, and transact with Guides. Cairn does not endorse any Guide and makes no representation concerning the behavior or action of any Teacher. By using the Service, adult clients as well as parents, guardians, or authorized caretakers covenant not to sue Cairn, their respective owners, officers, directors, volunteers, or agents and release each of them (“**Released Parties**”) from any liability for injuries, damages, or loss that may be encountered, directly or indirectly, as a result of lessons being provided on the platform. Other disqualifying behaviors on the platform may include (but are not limited to):

• Excessive tardiness / no shows;

• Prolonged track record of negative reviews;

• Stealing or purposeful damage to equipment of others;

• Inappropriate behavior toward Clients, Guides, or bystanders that includes profane language, sexual advances, threats of violence, etc.;

• A party is found to be in violation of applicable laws; or

• Engagement in any act that could bring harm to Clients, Guides, or the broader Cairn platform.

**PRIVACY POLICY**

Cairn collects registration and other information about you through the Service. Our collection, use, and disclosure of this information is governed by the Service’s Privacy Policy.

**COMPLAINT / ISSUE RESOLUTION**

To ensure the continued safety of Clients and Guides and enable a high degree of responsiveness to more urgent issues that may arise, the Company has established a process for addressing complaints. Complaints can be submitted by Guides, Clients, or guardians / household adults via a designated email address that the Company will monitor: Jordan.larson@cairnguides.com

Once a complaint is received by the Company, a designated Cairn representative will review the complaint and respond accordingly to the Complainant to begin an investigative process and determine the resulting action(s) to be taken that may include termination of access to the Platform and referral to local law enforcement, as appropriate.

**Cancellation Policy**

If the Guide does not accept the User's booking request within twelve (12) hours of the Adventure's designated start time (the "Start Time"), the booking request will be canceled.  If the booking request for an Adventure has been accepted by the Guide and the User cancels his/her booking for the Adventure at least twenty-four (24) hours before the Adventure's Start Time, the User's funds will be fully refunded from Stripe’s Refund Service into the User's bank account or credit card.  If the User cancels his/her booking for the Adventure within twenty-four (24) hours of the Start Time, the User may (or may not) receive a refund, in the Guide's discretion.  The period during which a User may request a refund (the "Refund Period") commences twenty-four (24) hours before the Start Time and ends four (4) hours after the amount of time allotted for the Adventure's duration.  During the Refund Period, a User may request a refund from the Guide digitally via the Site's messaging service and explain the reason for the cancellation.  Guide shall decide whether or not to refund the User's funds via Stripe’s Refund Service.  
  
Guide shall promptly respond to the User's request via the Site's messaging service.  The Refund Period shall be the only time during which a User may request a refund from a Guide.  Following the expiration of the Refund Period, a User may submit a claim for a refund (a "Claim") in writing to the Company by contacting the support service via e-mail by contacting Jordan.larson@cairnguides.com     
  
The Guide may cancel a scheduled Adventure prior to the Start Time based on weather, conditions, unforeseen issues, or emergency, but the Guide must provide the reason for the cancellation to the User.  If the Guide cancels the Adventure due to illness after accepting the booking request, the User's funds shall be fully refunded by the Guide to the User's bank account or credit card and Guide shall not be compensated for the cancelled Adventure.  If a Claim is made and the Company, in its sole discretion, determines based on the facts and circumstances that the User deserves a refund, the Company may issue to the User a credit towards another Adventure.  The Company plans to use Claims to build case studies for purposes of finding reasons to adjust its policies from time to time.

**NO PERSONAL ADVICE**

Any informational materials provided on the Service, including without limitation the opinions and / or recommendations of any authors and / or moderators, are not intended to substitute for any professional, educational, medical, legal, psychiatric, employment or other advice. Without limitation of the Disclaimer paragraphs set forth below, Cairn makes no representations or warranties regarding, and expressly disclaims any and all liability concerning, any action by any person following the information offered or provided within or through the Service. If you have concerns or a situation in which you require professional advice, then You should consult with an appropriately qualified professional in the relevant field.

**THIRD PARTIES**

Your correspondence and dealings with third parties including without limitation job seekers, employers and / or advertisers that you encounter via the Service are solely between you and such entity. You agree that Cairn shall not be responsible or liable for any dispute, loss or damage of any sort incurred as a result of any such dealings. In addition, you acknowledge that Cairn does not endorse, verify, or make any representations regarding any third-party advertisements, products or services and does not confirm that each user of the Service is who the user claims to be. It is your sole responsibility to research and verify the legitimacy of any organization, individual or prospective employer advertising on the Service, and you are solely responsible for your decision to submit personal information to any third party, whether in connection with potential employment or otherwise.

**CHANGES TO SITE**

Cairn may add, change, discontinue, remove or suspend any portion of the Service at any time, without notice.

**CHANGES TO THE TERMS OF USE**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

**TERMINATION**

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by destroying all materials obtained from the Service and all related documentation and all copies and installments thereof whether made under the terms of this Agreement or otherwise. This Agreement will terminate immediately without notice from Cairn, if in Cairn’s sole discretion you fail to comply with any term or provision of this Agreement, you are a repeat infringer of any third party’s rights, or you engage in conduct that is illegal, tortious or that interferes with the technological operation of this site. Upon termination, you must destroy all materials obtained from the Service and all copies thereof, whether made under the terms of this Agreement or otherwise.

**ACCOUNT SECURITY**

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

**Waiver of Liability & Limitation of Liability**

FOR AND IN CONSIDERATION OF AUTHORIZING GUIDE TO POST AND ADVERTISE ADVENTURES ON THE COMPANY'S WEB SITE AND LEADING THOSE ADVENTURES FOR PARTICIPANTS USING THE COMPANY'S WEB SITE, THE GUIDE, FOR HIMSELF/HERSELF, HIS/HER HEIRS, PERSONAL REPRESENTATIVES, AND/OR ASSIGNS, DOES HEREBY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE THE COMPANY, ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES AND RELATED ENTITIES FROM LIABILITY FROM ANY AND ALL CLAIMS INCLUDING THE NEGLIGENCE OF THE COMPANY, ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES AND RELATED ENTITIES, RESULTING IN PERSONAL INJURY, ACCIDENTS OR ILLNESSES (INCLUDING DEATH), AND/OR PROPERTY LOSS ARISING FROM, BUT NOT LIMITED TO, THE PLANNING AND DEVELOPMENT OF AND/OR PARTICIPATION IN THE ADVENTURE. GUIDE ACKNOWLEDGES AND AGREES THAT (A) HE/SHE IS SOLELY RESPONSIBLE FOR IDENTIFYING AND DEVELOPING ALL ASPECTS OF THE ADVENTURE, LEADING USERS ON THE ADVENTURE, AND ASSESSING THE USERS' RESPECTIVE ABILITIES TO PARTICIPATE IN THE ADVENTURE; AND (B) THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ASPECT OF THE ADVENTURE, INCLUDING, BUT NOT LIMITED TO, GUIDE'S SELECTED LOCATION, TIMING, WEATHER CONDITIONS, GEAR UTILIZED, THE HEALTH, SAFETY OR WELL-BEING OF PARTICIPANTS ON THE ADVENTURE, OR ASSESSING THE USER'S ABILITY TO PARTICIPATE IN THE ADVENTURE.   
  
THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY THE COMPANY OR THE GUIDES OR PUBLISHED ON THE SITE MAY INCLUDE INACCURACIES OR ERRORS, INCLUDING PRICING ERRORS MADE BY THE GUIDES. WE DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO SUCH INFORMATION THAT APPEARS ON OUR SITE. WE EXPRESSLY RESERVE THE RIGHT TO ALLOW GUIDES TO CORRECT ANY PRICING ERRORS ON OUR SITE AND/OR ON PENDING BOOKINGS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.   
  
ANY RATINGS FOR GUIDES ARE INTENDED ONLY AS GENERAL GUIDELINES, AND WE DO NOT GUARANTEE THE ACCURACY OF THE RATINGS. WE MAKE NO GUARANTEES ABOUT THE AVAILABILITY OF SPECIFIC ADVENTURES. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY US OR CONTAINED ON OUR SITE FOR ANY PURPOSE. THE INCLUSION OR OFFERING OF ANY ADVENTURES BY US DOES NOT CONSTITUTE OUR ENDORSEMENT OR RECOMMENDATION OF SUCH ADVENTURE OR GUIDE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES THAT THE SITE, ITS SERVERS OR ANY EMAIL SENT FROM THE COMPANY OR THE GUIDES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WARRANTY DISCLAIMERS MAY VARY FROM STATE TO STATE.  
  
THE GUIDES PROVIDING ADVENTURES ON THIS SITE ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF THE COMPANY. THE COMPANY SHALL NOT BE LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH GUIDES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. THE COMPANY HAS NO LIABILITY AND SHALL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS CONTROL, AND THE COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE SITE OR ITS SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE SITE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.  
  
IF, DESPITE THE LIMITATIONS PROVIDED ABOVE, THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHICH ARISES OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE OCCURRENCES DESCRIBED ABOVE, THEN THE COMPANY'S LIABILITY SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) THE FEES YOU RECEIVED FROM THE COMPANY VIA THE SITE IN CONNECTION WITH THE ADVENTURE AT ISSUE, OR (B) ONE HUNDRED DOLLARS ($100.00 USD). THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

CAIRN MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICE OR ITS CONTENTS, WHICH ARE PROVIDED FOR USE “AS IS” AND “AS AVAILABLE.” CAIRN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE AND ANY WEBSITE WITH WHICH IT IS LINKED. CAIRN DOES NOT WARRANT THE FUNCTIONS, INFORMATION OR LINKS CONTAINED ON THE SERVICE OR THAT ITS CONTENTS WILL MEET YOUR REQUIREMENTS, THAT THE SERVICE, OR ITS CONTENTS, ARE FIT FOR ANY PARTICULAR PURPOSE OR THAT THE OPERATION OF THE SERVICE OR ITS CONTENTS, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, CANCELBOTS OR OTHER HARMFUL COMPONENTS. CAIRN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT CAIRN) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL CAIRN BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS ON THE SERVICE, EVEN IF CAIRN OR A CAIRN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL CAIRN’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, OR NOT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE.

YOU HEREBY ACKNOWLEDGE THAT YOU UNDERSTAND THAT BY ACCESSING THE SERVICE AND AGREEING TO THESE TERMS OF USE, YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF DELAWARE, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

(Hereinafter referred to as “the Activity”), which is organized by Cairn Outdoor Guides, LLC, (hereinafter referred to as “Cairn”). I understand that:

* the Activity is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following: unpredictable river currents, lightning, hypothermia, hostile or aggressive wildlife, drowning, death, falls, sprains, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, equipment failures, or use other protective gear, and negligence of others;
* as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged;
* hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity; and
* Cairn assumes no responsibility for providing medical care during the Activity, and I will have to pay for any medical care and/or evacuation that I incur.

In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

**ASSUMPTION OF THE RISKS:** I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of this activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of Cairn, its employees, agents and officers, its contractors, and other Activity participants. I also understand that any equipment that I provide or may borrow or rent from Cairn or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

**RELEASE OF LIABILITY:** I hereby **RELEASE CAIRN**, its employees, agents, officers, and contractors, the providers of any equipment used in the Activity, land owner, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me** or to any other person or to any property during the Activity or in any way related to the Activity, includingduring transportation to or from the Activity. This **RELEASE** includes claims for the negligence of the ReleasedParties and claims for strict liability for abnormally dangerous activities. This **RELEASE** does not extend to claimsfor gross negligence, intentional or reckless misconduct, or any other liabilities that Colorado law does not permitto be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, **i**njuries, loss or harm that occur during the Activity or are related in any way to the Activity.

**INDEMNIFICATION HOLD HARMLESS AND DEFENSE:** By using the Service, you agree to indemnify, defend and hold harmless Cairn from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including, without limitation, reasonable attorneys and other legal fees and costs) arising out of or relating to: (1) your violation of these terms of use or any law, rule or regulation; (2) a claim that is based on your use of any content on the Service; or (3) any material uploaded by you or through your computer to the Service or otherwise sent by you to Cairn. You will cooperate as fully and reasonably as required by Cairn in the defense of any claim. Cairn reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Cairn. I agree that in the event of my death or disability, the terms of this agreement,including the indemnification obligation in this Section, will be binding on my estate, and my personalrepresentative, executor, administrator or guardian will be obligated to respect and enforce them.

**AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity.

**Entire Agreement** Together with the Community Guidelines (defined on attached Schedule 1), the Company's Terms of Use and Privacy Policy which are posted on the Site, this Agreement sets forth the parties' mutual rights and obligations with respect to proprietary information and prohibited competition. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.

**Amendments**. This Agreement may not be amended, altered or modified except by a written instrument signed by all of the parties. 

**Binding Effect**. This Agreement shall be binding upon Guide, Guide's heirs, executors, assigns and administrators, and is for the benefit of the Company and its successors and assigns. 

**Governing Law; Venue.** It is specifically stipulated and agreed that this Agreement shall be interpreted and construed according to the laws of the State of Colorado without regard to its conflicts of laws principles. Venue for any dispute arising under this Agreement shall be in the Superior Court of Boulder County, in Boulder, Colorado, or in the U.S. District Court for the District of Colorado

**Severability**. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. 

**Construction**. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement.

**Injunctive Relief.** Guide acknowledges that Guide's failure to carry out any obligation under this Agreement, or a breach by Guide of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. Guide further agrees that no bond or other security shall be required in obtaining such equitable relief and Guide hereby consents to the issuance of such injunction and to the ordering of specific performance. Guide also understands that other action may be taken and remedies enforced against Guide by the Company.

**Arbitration**. Except for any claim seeking the exercise of the injunctive or equitable powers of a court of competent jurisdiction, any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement, shall be settled by arbitration in accordance with Colorado Revised Uniform Arbitration Act (CRUAA) (C.R.S. §§ 13-22-201 to 13-22-230) and Colorado Revised Statutes 13-22-201 through 13-22-230 and any successor provisions thereto. The provisions of Colorado Dispute Resolution Act C.R.S § 13-22-301 through § 13-22-313 regarding the right to take depositions and obtain discovery shall apply to the arbitration. Arbitration shall be the exclusive dispute resolution process. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The place of arbitration shall be in Boulder County, Colorado. The substantive law of the State of Colorado shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

**OTHER**

This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado, without giving effect to any principles of conflicts of law. You and Cairn each agree to submit to the exclusive jurisdiction of the courts of the state of Colorado. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions, and such provisions shall be deemed modified so that its purpose can be lawfully effectuated and enforced. This is the entire agreement between the parties relating to the subject matter herein.

Cairn reserves the right, at its sole discretion, to change, modify, add or delete portions of these Terms at any time. You are advised to check these Terms periodically to ensure that you are apprised of the latest version of these Terms.