

TERMS AND CONDITIONS FOR BICYCLE TOURS

Orizuru Kreative Inc.

1. Acceptance of the Terms and Conditions for the Online Booking and Sale of Bicycle Tours

This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

By placing an order for a self-guided bicycle tour from us, or by intending to participate in one of our self-guided bicycle tours, you affirm that you are of legal age to enter into this agreement, and you accept and are bound by these terms and conditions. You affirm that if you place an order on behalf of an organization, company that you have the legal authority to bind any such organization or company to these terms and conditions.

You may not order or obtain our products or services if you do not agree to these terms and conditions.

These terms and conditions (these “**Terms**”) apply to the purchase and sale of self-guided bicycle tours (the “**Products**” or, the “**Bike Tours**”) offered by Orizuru Kreative Inc. (referred to as “**Orizuru**”, “**us**”, “**we**” or “**our**” as the context may require) described on our website (the “**Website**”) at ocyclejapan.com. You should review these Terms before purchasing any of our Products (each, a “**Reservation**”) or participating in any of our Bike Tours. Your submission of a Reservation, or your intention to participate in a Bike Tour, will constitute your acceptance of these Terms. You can purchase the Products online or by email.

2. Applicability and Completion of Booking Documents

- (a) These Terms and the bicycle tour agreement and release (the “**Agreement and Release**”, and together with these Terms, the “**Agreement**”) required to be signed by the Buyer and all Participants comprise the entire agreement among the following parties (each, a “**Party**” and collectively, the “**Parties**”), as may be applicable given the circumstances of each Reservation:

- (i) Orizuru;
 - (ii) the buyer (“**Buyer**”, or “**you**”) of the Products; and
 - (iii) each individual (each, a “**Participant**”, or “**you**”) who intends to be participating in a Bike Tour purchased by the Buyer,

as it relates to the purchase and sale of the Products and participation in the Bike Tours, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

- (b) The Buyer and each Participant must provide a signed copy of these Terms, the Agreement and Release and all other outstanding required information forms and

waivers, signed and completed in full (collectively, the “**Reservation Documents**”), prior to the final payment being made for the Products. Orizuru reserves the right to require that Buyer and/or each Participant to physically sign any or all of the Reservation Documents as a condition to the Participant’s participation in a Bike Tour. The Buyer and each Participant must provide full, complete and accurate information when completing and signing the Reservation Documents. Orizuru reserves the right to refuse any Participant at any time without a refund or compensation if such Participant, or the Buyer fails to provide Orizuru with a signed copy of the Reservation Documents, including any physically signed copies requested by Orizuru, prior to departure of a Bike Tour

3. Prices and Payment Terms

- (a) The Buyer shall purchase the Products from Orizuru at the aggregate purchase price (the “**Purchase Price**”) set forth on our Website. The Purchase Price is exclusive of all applicable harmonized sales tax, goods and services tax, sales tax, value added tax, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by the Buyer. The Buyer shall be responsible for all such charges, costs and taxes.
- (b) The Buyer shall make all payments hereunder by credit card, direct etransfer, or such other payment method agreed to in writing by Orizuru.
- (c) A deposit (the “**Deposit**”) in the amount of five (5%) percent of the total Purchase Price is due when we have confirmed our acceptance of your Reservation. Payment of the remainder of the Purchase Price is due at least forty (40) calendar days before the start of the Bike Tour (the “**Deadline**”). After this final payment is made, you will receive an information booklet (the “**Booklet**”) for the Bike Tour by email. Please ensure that you carefully review the Booklet, as it contains the most up-to-date information about the Bike Tour.
- (d) Subject to Section 5, if full payment of the Purchase Price is not received by the Deadline, a late fee of \$100 will apply, and Orizuru reserves the right, in its sole discretion, to (i) charge the credit card that was used for the Deposit payment for the full amount of the Purchase Price, and/or the late fee, or (ii) to cancel the Reservation(s) for which full payment of the Purchase Price has not been received and a late fee of \$100 will apply. Orizuru shall be entitled to refuse to permit any or all of the Participants to participate in a Bike Tour or Bike Tours if the Buyer fails to pay any amounts when due hereunder.

4. Refunds and Cancellation of Bike Tours by Us

- (a) Subject to Section 4(b), we do not offer any refunds or exchanges for Bike Tours. We will determine in our sole and absolute discretion whether the Buyer shall be entitled to receive a refund pursuant to Section 4(b). Any refunds that we

determine the Buyer is entitled to receive pursuant to Section 4(b) shall be processed within a reasonable amount of time.

- (b) All Bike Tours will require a minimum of two (2) participants. We shall use our reasonable efforts to cancel any Bike Tours, if required, at least thirty (30) calendar days before the beginning of such Bike Tour. We reserve the right to cancel any Bike Tour due to Force Majeure Events. If we cancel a Bike Tour, all payments made by the Buyer for the cancelled Bike Tour will be fully refunded, which shall be the sole and exclusive remedy provided to the Buyer and Participants for such cancellation.
- (c) We shall not provide refunds or credit for any hotel rooms, meals, missed days of a Bike Tour, flights, modes of transportation of any kind, entrance fees or fees for other activities or services offered to Participants in connection with a Bike Tour that are missed or not used by Participants.

5. Cancellations, Changes to Reservations by Buyers or Participants

- (a) Subject to these Terms, you may cancel a Reservation at any time before the beginning of Bike Tour or submit a request (a “**Change Request**”) to change the departure date for a Reservation. The fees for cancelling a Reservation or submitting a Change Request are as follows:
 - (i) If you cancel a Reservation or submit a Change Request at least sixty (60) calendar days before the first day of a Bike Tour, we will retain your Deposit as a handling fee.
 - (ii) If you cancel a Reservation or submit a Change Request any time between sixty (60) calendar days and forty (40) calendar days before the first day of a Bike Tour, you will be charged a cancellation fee in an amount equal to five hundred (\$500) dollars for each Reservation, plus the Deposit.
 - (iii) If you cancel a Reservation or submit a Change Request any time between forty (40) calendar days and one (1) calendar day before the first day of a Bike Tour, you will be charged a cancellation fee in an amount equal to sixty (60%) percent of the Purchase Price, plus the Deposit.
 - (iv) If you cancel a Reservation or submit a Change Request on the first day of or during the Bike Tour, or if you or other Participants for which you have made a Reservation do not appear for the first day of the Bike Tour for any reason, we will retain one hundred (100%) percent of the Purchase Price, plus the Deposit.
- (b) Orizuru reserves the right to charge all cancellation fees to the credit card that was used for the Deposit.

6. Responsibilities and Obligations of the Buyer and the Participants

- (a) Orizuru shall be responsible for providing only those items and services that we explicitly indicate are included in a Bike Tour on the Website, which may be amended by Orizuru from time to time. The Buyer and the Participants are responsible for reviewing the Website to understand what items and services Orizuru provides in connection with a Bike Tour. The Buyer and/or the Participants, as applicable, shall be solely responsible for any and all other costs, expenses, arrangements and other actions that are required for the Participants to participate in the Bike Tour (collectively, the “**Exclusions**”).
- (b) In connection with the purchase of the Products by the Buyer and participation in the Bike Tours by the Participants, the Buyer and/or the Participants, as applicable, are solely responsible and liable for all of the following and shall:
 - (i) pay the Deposit, the Purchase Price and all other amounts owing to Orizuru when all such payments are due;
 - (ii) be solely responsible for payment of the full cost of and making all arrangements in connection with:
 - (A) any and all airfare, meals, snacks, transportation, or hotel costs that are not specified on the Website as being included in the Bike Tour, but may be required by a Participant;
 - (B) all travel requirements, documentation, vaccines, insurance, and all other requirements and arrangements that need to be made in order for the Participants to participate in a Bike Tour;
 - (C) all medical expenses, testing fees, quarantine requirements or evacuation expenses, in connection with the Bike Tour or otherwise;
 - (D) all travel, medical and insurance for the Participant;
 - (E) alcoholic beverages; and/or
 - (F) all other costs, expenses and arrangements incurred by the Participant that are not provided by Orizuru;
 - (iii) pay and be solely liable for any and all damages to bicycles or other equipment provided by Orizuru or its third-party suppliers in connection with the Bike Tour and used by the Participant, or that is caused by the acts or omissions of the Participant;
 - (iv) comply with all applicable laws, regulations and ordinances, and maintain in effect all the licenses, permissions, authorizations, consents and permits needed in connection with the Bike Tour;
 - (v) make all preparations and expenses required to prepare for all weather conditions that may occur during the Bike Tour;

- (vi) during the Bike Tour, take all precautions and actions necessary to ensure the safety of the Participant, including without limitation:
 - (A) at all times, acting responsibly and safely while riding bicycles and participating in the Bike Tour;
 - (B) being fully aware at all times and maintaining a safe distance from other vehicles, bicycles, obstacles or hazards that Participants may encounter while riding a bicycle on the road or otherwise;
 - (C) riding bicycles in the correct direction of traffic, keeping in mind that drivers and cyclists in Japan drive and ride on the left side of the road;
 - (D) only riding on designated paths. Unless there are signs indicating its okay to ride on sidewalks, you should not do so. If riding on the sidewalk is permitted, a maximum speed limit of ten (10) kilometres per hour must be observed;
 - (E) wearing a helmet at all times while riding or sitting on a bicycle;
 - (F) when required, turning on the bicycle's lights and using the bicycle's bell;
 - (G) regularly inspecting the condition of the bicycle and its brakes;
 - (H) never consuming any alcohol before riding or sitting on a bicycle;
 - (I) never riding bicycles side by side with others. Participants shall ride in single file at all times; and
 - (J) refraining from parking bicycles in any areas where bicycle parking is prohibited;
- (vii) not under any circumstance jeopardize the safety or wellbeing of any other Participants or other individuals;
- (viii) be responsible for the proper use and care of bicycles used by Participants, to the same standard as a prudent owner of a bicycle, including without limitation:
 - (A) avoiding damaging or scratching the bicycle in any manner;
 - (B) regularly inspect the condition of the bicycle;
 - (C) handling gears gently and carefully; and
 - (D) always locking the bicycle used by the Participant in order to avoid theft, and taking the GPS after parking the bicycle; and

- (ix) pay all costs and expenses and satisfy all liabilities relating to the Bike Tour, the travel of the Participant, or otherwise incurred by the Participant and/or the Buyer that are not provided by Orizuru in connection with the Bike Tour.

7. Representations and Warranties of the Buyer and the Participant

The Buyer and/or the Participant, as applicable, represents and warrants as follows to Orizuru, and acknowledges and confirms that we are relying upon such representations and warranties:

- (a) at all times, I will adhere to all of the requirements and terms and conditions set forth in the Agreement;
- (b) I have chosen a Bike Tour that suits my abilities, level of fitness, and state of health;
- (c) I have a valid passport and all visas, permits, certificates, vaccinations and all other documents and items required to complete all travel required in connection with the Bike Tour;
- (d) I will at all times comply with all applicable laws, regulations and ordinances, and maintain in effect all the licenses, permissions, authorizations, consents and permits needed in connection with the Bike Tour;
- (e) I will respect the safety, rights and privacy of all other participants on the Bike Tour;
- (f) I understand that Orizuru cannot be held responsible for the weather during the Bike Tour, and will not provide any refunds in whole or in part due to the effects of weather during the Bike Tour;
- (g) I confirm that I am familiar with the use and maintenance of a multi-speed bicycle and I understand that instruction or training in the use and maintenance of bicycles will not be provided by Orizuru;
- (h) I understand and confirm that I am solely responsible and liable for all damages to or the loss of bicycles, e-bikes and/or other equipment provided to me in connection with a Bike Tour;
- (i) I understand and confirm that Orizuru shall be permitted to charge, to the credit card that was used for the Deposit:
 - (i) all cancellation fees, if applicable;
 - (ii) all fees for damages to or the loss of bicycles, e-bikes and/or other equipment provided to me in connection with a Bike Tour; and/or
 - (iii) all other damages caused by my actions during the Bike Tour.

- (j) I will always wear a helmet when riding or sitting on a bicycle during the Bike Tour;
- (k) I will at all times ride bicycles responsibly and safely during the Bike Tour; and
- (l) I will not drink alcohol or use drugs before riding a bicycle during the Bike Tour.

8. Insurance and Travel Protection

Participants are required to obtain medical and travel insurance from a reputable provider before participating in a Bike Tour. We strongly recommend that each Participant purchase comprehensive travel insurance that includes sufficient coverage for Bike Tour cancellation or interruption, medical expenses, emergency evacuation/repatriation, and baggage.

Orizuru cannot provide any information about medical and/or travel insurance plans, nor evaluate the adequacy of any Participant's existing insurance coverage. All such questions must be referred to your insurer or insurance agent or broker.

9. Medical Considerations

- (a) If any Participant is mentally or physically incapable of participating or continuing to participate in a Bike Tour, Orizuru shall not provide a refund. Orizuru does not provide any medical or health advice or services, and each Participant is solely responsible for obtaining all medical or health advice or services that it requires to safely participate in a Bike Tour. Participants shall be solely responsible and liable for all costs and expenses relating to any and all medical or health advice or services that they need to obtain, including without limitation, any emergency medical or health advice or services, while participating in a Bike Tour or otherwise in connection with a Bike Tour.
- (b) Each Participant is responsible for selecting a bicycle appropriate to their abilities, and for being in sufficiently good health and physical and mental condition to undertake the Bike Tour without posing a risk to themselves or others.
- (c) The Bike Tours are self-guided tours. Orizuru is not able to offer additional assistance to any passengers with limited mobility or other health concerns.

10. Catch-up Fees

In the event that a Participant's participation in a Bike Tour is delayed as a result of flight cancellations or delays, or cancellation or delays of any other mode of transportation, we shall not be liable for any expenses or costs incurred by the Participant to catch up to and join the Bike Tour. All such expenses and costs shall be the sole responsibility of the Participant.

11. Bike Tour Alterations

The itineraries presented on our Website, the Booklet, brochures or other materials are subject to our modification and change at any time without notice. We shall use our reasonable efforts to

ensure that Bike Tours and itineraries for Bike Tours proceed as planned, but alterations to Bike Tours and itineraries for Bike Tours may still occur after the Booklet or other final itineraries and materials describing Bike Tours are sent to Buyers and Participants.

12. Age of Travellers

To participate in a Bike Tour, Participants must be age eighteen (18) or older. Any Participants on the Bike Tour that are under the age of eighteen (18) must be accompanied by a parent or guardian over the age of eighteen (18).

13. Additional Activities

During each Bike Tour there may be opportunities for Participants to participate in activities that do not form part of the itinerary for the Bike Tour planned by Orizuru. The Parties acknowledge and agree that Orizuru bears no responsibility in connection with any such activities, and makes no representation about the safety, cost or quality of these additional activities.

14. Special Dietary Requirements

Participants may submit requests regarding any special dietary requirements to Orizuru prior to the Bike Tour. We will advise those third parties providing meals during the Bike Tour of such special dietary requirements, but we cannot guarantee their availability. Accommodations and meals during a Bike Tour are provided by third parties, not Orizuru. Orizuru is not responsible for accounting for or accommodating any special dietary requirements relating to food allergies or any other requirements of Participants.

15. Photographic and Video Records

Orizuru reserves the right to take photographs or video footage of any of the Bike Tours, and to use such photographic or video material for promotional and/or commercial purposes.

16. Harassment and Conduct

Orizuru intends for all Participants to participate in Bike Tours free from any form of harassment and disrespectful or other inappropriate conduct based on race, religion, color, gender (including gender identity and gender expression), national origin, ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation, military and veteran status, or any other basis. Prohibited harassment, disrespectful or inappropriate conduct includes, but is not limited to, the following behavior: (a) verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts, or messages; (b) visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures; (c) physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with the Bike Tour because of sex, race, or any other protected basis; and (d) threats and demands to submit to sexual requests or sexual advances. Participants should report any harassment, disrespectful or inappropriate conduct immediately. Harassment, disrespectful or inappropriate conduct may be grounds for immediate dismissal of any Participant from a Bike Tour by Orizuru. If we dismiss a Participant from a Bike Tour, there will be no refund of any portion of the

Purchase Price, nor will Orizuru be responsible for any additional expenses incurred by the Participant as a result of their dismissal.

17. Policies for COVID-19

The Parties acknowledge and agree that Orizuru has or may need to implement certain measures, policies and requirements to help ensure the safety of Participants. Orizuru reserves the right to implement, update, change, modify or revise any measure, policy or requirement at any time in its sole discretion, and that these measures, policies and requirements may be different in certain areas due to local guidance, requirements or restrictions.

18. Warranty and Disclaimers

All Products sold by Orizuru are provided to Buyers and Participants “as is” without any warranty or condition whatsoever, including, without limitation, any warranty of condition: (a) of merchantability; (b) of fitness for a particular purpose; or (c) against infringement of intellectual property rights of a third party; whether express or implies by law, course of dealing, course of performance, usage of trade, or otherwise. The Buyer and the Participants acknowledge and agree that they have not relied on any representation, condition or warranty made by Orizuru, or any other person on Orizuru’s behalf.

19. Limitation of Liability

- (a) For the purposes of this Section 19, references to “**Orizuru**”, “**us**”, “**we**” or “**our**” shall include Orizuru and its respective parent, subsidiary and affiliated companies, and each of their respective parents, subsidiaries, affiliates, licensees, successors and assigns, and the respective directors, officers, employees, agents, contractors, partners, shareholders, representatives, insurers, legal advisors and members of each of the foregoing entities, and the heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, licensees, successors and assigns of each of them.
- (b) In no event shall we liable to you or any third party as a result of any breach, alleged breach or non-fulfillment of any agreement, conditions, term, covenant, representation, or warranty made by the Buyer or any Participants in this Agreement, or in any manner whatsoever in connection with the Exclusions.
- (c) In no event shall we be liable to you or any third party for consequential, indirect, incidental, special, exemplary, punitive, or aggravated damages, lost profits or revenues, business interruption, loss of use, revenue or profit, loss of business opportunity, loss of goodwill or diminution in value, arising out of, or relating to, and/or in connection with any breach of the Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not we were advised of the possibility of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
- (d) Orizuru is a tour operator and uses third-party suppliers (the “**Suppliers**”) to arrange hotel accommodations, sightseeing, meals, and certain other services.

Orizuru is an independent contractor and is not a partner, employee, agent or representative of any of the Supplier. Orizuru does not own, manage, operate, supervise, or control any third-party transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to Bike Tours. Orizuru is not affiliated with any other tour operator. All Suppliers are independent contractors, and are not partners, agents or employees or representatives of Orizuru. All tickets, receipts, coupons, and vouchers, and services are issued subject to the terms and conditions specified by each Supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, the Parties agree that Orizuru shall under no circumstances be liable for any loss, injury, or damage to any Participant or their property, or otherwise, in connection with any the services provided, or by the acts or omissions of any Supplier.

- (e) Orizuru is not responsible for loss of passports, tickets, or other documents, or loss of or damage to luggage, personal property, valuables, or other belongings of the Participants. Participants may not take animals, firearms, prohibited or controlled substances, inflammable or hazardous items on any Bike Tours. Given the nature of the Bike Tours, you will not always have your luggage with you. Therefore, we urge you to pack carefully and consider leaving valuables at home. Participants are responsible to ensure their baggage is properly labeled and transferred to and put on any train, ship, aircraft, or other means of transport.
- (f) If we cause damage to a Participant's luggage during a Bike Tour, and the Participant provides sufficient evidence of the same within four (4) hours of the time that the Participant became aware, or should have become aware of such damage, then, acting reasonably, we shall review the evidence provided by the Participant and determine if we caused such damage. If we determine that we caused such damage, we may reimburse a Participant up to a maximum amount of two hundred and fifty (\$250) Canadian dollars for such damage, which shall be the sole and exclusive remedy provided to the Participant for such damage. Notwithstanding the foregoing, we should not be liable or provide any reimbursement for scratches on luggage, torn luggage handles, damaged wheels, or other regular wear and tear.
- (g) We assume no liability for information in the brochures of our partners or in our own brochures.
- (h) OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS.

20. Force Majeure

Orizuru shall not be liable or responsible to the Buyer or any Participants, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from

acts or circumstances beyond the reasonable control of Orizuru including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions or decisions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labour disputes (whether or not relating to either Party's workforce), technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, telecommunication breakdown or power outage, and all similar events outside of our control (collectively, "**Force Majeure Events**").

21. Independent Legal Advice

The Parties acknowledge that they have not relied upon the other Parties to this Agreement for advice, whether legal or otherwise, in connection with this Agreement and the Parties further acknowledge that they have each been advised to see independent legal advice with respect to same.

22. Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

23. Choice of Forum

Any action or proceeding arising out of or relating to this Agreement, including any disputes with respect to the formation, performance, and termination or expiration of this Agreement will be instituted in the courts of the Province of Alberta, and each Party irrevocably submits to exclusive jurisdiction of such courts in any such action or proceeding. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement and all contemplated transactions in any forum other than the courts of the Province of Alberta and any appellate court from any thereof. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by action on the judgment or in any other manner provided by law.

24. Rules of Constructions

The Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

25. Assignment

- (a) Neither Buyers nor Participants shall be entitled to resell or transfer Bike Tours or Reservations without the prior written consent of Orizuru, which may be withheld in Orizuru's sole discretion.
- (b) You will not assign any of your rights or delegate any of your obligations under this Agreement without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under this Agreement.

26. No Waivers

The failure or delay by us to exercise or enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Orizuru.

27. Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

28. No Third-Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

29. Severability

If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

30. Amendment and Modification

This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

[Signature Page Follows]

These Terms been signed freely and voluntarily without force or duress, of the free will of the undersigned after adequate opportunity to review and discuss the terms and conditions and all factual and legal matters relevant hereto. The undersigned's decision to enter into these Terms is a fully informed decision and the undersigned is aware of legal and other ramifications of such decision. These Terms are being signed without fraud, undue influence or coercion of any kind or nature whatsoever having been exerted by or imposed upon any party.

I have also had the opportunity to ask questions and am satisfied with the information I have been given.

The undersigned agrees to the terms and conditions contained in these Terms. I acknowledge that I have been given the opportunity to seek and obtain independent legal advice in connection with signing these Terms.

NAME OF BUYER AND/OR PARTICIPANT:
SIGNATURE:
DATE:

**If you are signing on behalf of the Buyer or Participant or a minor, the following information must be provided:

Print name of authorized representative

Print source of representative's authority i.e. parent, legal guardian, etc.