

## **Runway to Rivalry Package Terms & Conditions**

### **Airtransportation; Minimum Participation; Force Majeure**

Roundtrip private air transportation included in The Runway to Rivalry Experience is operated by Great Western Air LLC d/b/aCirrus Aviation Services ("Cirrus Aviation") in coordination with Theos and is subject to aircraft availability, operational requirements, and applicable aviation regulations.

Passenger understands and agrees that each departure requires a minimum of four (4) confirmed roundtrip passengers. Confirmation requires payment in full no less than (hours or days) prior to scheduled departures. If the minimum number of passengers is not met, Cirrus Aviation reserves the right to cancel the flight, in which case guests will receive a refund of the air transportation portion of the packages. Hotel accommodations remain subject to Hotel Swexan's standard cancellation policies.

All passengers must comply with FAA, TSA and Cirrus Aviation's requirements. Cirrus Aviation and Theos reserve the right to deny boarding for safety, regulatory, or operational reasons.

Neither Cirrus Aviation, Theos, nor Hotel Swexan, shall be liable for any delay, failure to perform, modification, or cancellation resulting from causes beyond their reasonable control, including but not limited to weather conditions, air traffic control restrictions, governmental or regulatory actions, airport closures, mechanical issues, aircraft unavailability, fuel shortages, labor disputes, acts of God, natural disasters, public health emergencies, war (declared or undeclared), terrorism, civil unrest, or any other force majeure event

In such circumstances liability shall be limited solely to refund the unused air transportation portion of the package. No party shall be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to missed events, accommodations, ground transportation, or other related expenses. All flight schedules are subject to change.

The rights of the parties shall be construed and interpreted in accordance with the laws of the State of Nevada applicable to agreements made and to the performance wholly within that jurisdiction. Theos, Cirrus Aviation, and Passenger each expressly waive the application of the law of other jurisdictions (other than Nevada) to the fullest extent permitted by law. Passenger agrees that either state or federal court in Clark County, Nevada, shall be the sole and exclusive jurisdiction to hear any dispute regarding this Agreement or the Parties' relationship.

The Parties further agree to waive, to the fullest extent permitted by applicable law, any right to a jury trial in any legal proceeding directly or indirectly arising out of relation to this Agreement.