

**Sarah's Outdoor Adventure Company LLC d/b/a Sarah's Walking Club**  
**WEBSITE TERMS OF USE**

**Last Modified On:** April 4, 2023

**Acceptance of the Terms of Use**

These Terms of Use (together with any documents referenced and incorporated herein, "**Terms of Use**") form an agreement between you and Sarah's Outdoor Adventure Company LLC d/b/a Sarah's Walking Club ("**SWC**", "**we**," or "**us**") regarding your access to and use of our website, located at <https://www.sarahswalkingclub.com/>, including any content, functionality, and Services (as defined below) offered on or through <https://www.sarahswalkingclub.com/> (the "**Website**"), whether you are a guest or a customer.

Please read these Terms of Use carefully before you start to use the Website or participate in an outdoor activity or other service offered by SWC (the "**Services**"). **By using the Website or by participating in our Services, you accept and agree to be bound and abide by these Terms of Use, our Terms of Sale, and our Privacy Policy, which are incorporated herein by reference.** If you make a purchase on the Website for goods or services, the Terms of Sale are binding on that transaction. If you do not want to agree to these Terms of Use, Terms of Sale or the Privacy Policy, you should not check the boxes provided on the account registration page to express your affirmative consent to these Terms of Use, Terms of Sale, or Privacy Policy, and you must not access or use the Website or participate in our Services.

At this time, SWC does not offer Services to anyone outside of the United States or under the age of 18 years or otherwise legally defined as a minor. If you are not a resident of the United States or a legal adult, you are not authorized to use the Website. If you are a non-US resident or under the age of majority and have already created an Account (as defined below) or subscribed to our Services, please cancel the Account and do not use the Account. This Website and the Services are offered and available to users who are able to enter into an enforceable agreement with SWC, and by using this Website or participating in our Services, you represent and warrant that you are of legal age to form a binding contract with us.

**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 to the Website, and apply to all access to and use of the Website and participation in our Services thereafter. We also retain the option, but not the requirement, to post a notification to your Account (as defined below) and/or email when the Terms of Use are updated. Your continued use of the Website or participation in our Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time and each time you engage with our Services so that you are aware of any changes, as they are binding on you.

**Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website and any Services we provide on or through the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the

Website or our Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use, the Terms of Sale, and the Privacy Policy and comply with them.

To access the Website or some of the resources it offers, as well as our Services, you will be asked to set up an account, including a username and password, and you may be required to provide certain information in order to set up that account (“**Account**”). Once you have created an Account you are a “**Subscriber**” to the Website. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, which may be required for access to your Account, 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, other security information, or other Account information. Notwithstanding the foregoing, if you have subscribed to a Sarah’s Walking Club Subscription for Two, you may provide your user name, password, other security information, or other Account information to one other individual who shall be the second Subscriber. The second Subscriber on your subscription must remain the same individual while the Account is active. Additionally, the second Subscriber on your account must individually consent to these Terms of Use, the Terms of Sale, and the Privacy Policy and comply with them. You are not authorized to transfer your Account to any other person or entity.

You agree to notify us immediately of any unauthorized access to or use of your user name, password, or Account or any other breach of security. 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 Account, including your 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, the Terms of Sale, or the Privacy Policy.

### **Intellectual Property Rights**

The Website and all content, features, and functionality on the Website (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by SWC, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except for purposes of signing up for the Services.

This permission terminates automatically if you violate these Terms of Use or our Privacy Policy. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by SWC. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

The name of SARAH'S WALKING CLUB and the respective company logos associated with the name, and all related names, logos, product and service names, designs, and slogans are trademarks of SARAH'S OUTDOOR ADVENTURE COMPANY, LLC and its respective affiliates or licensors. You must not use such marks without the prior written permission of SWC. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate SWC or any of its affiliates, an employee of SWC or any of its affiliates, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or the Services, or which, as determined by us, may harm SWC or users of the Website or Services, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Disclose your identity or other information about you to any third party who claims that material provided by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the Services.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using the Website or the Services. YOU WAIVE AND HOLD HARMLESS SWC AND ITS AFFILIATES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### **Copyright Infringement**

If you believe that any materials on the Website (“**Materials**”) violate your copyright or trademark rights, you may request such Materials be removed by following the notice and take down procedures of the Digital Millennium Copyright Act. To follow those procedures, contact us at: [Sarah@SarahsWalkingClub.com](mailto:Sarah@SarahsWalkingClub.com) and provide the following information:

1. A clear statement identifying the works or marks that you believe to be infringed by the Materials.
2. A statement from the owner, or authorized representative of the owner, of the works or marks that you believe to be infringed and not authorized by the owner.

3. Sufficient information about the location of the allegedly infringing Materials so that we can find and verify their existence.
4. Your name, telephone number, and email address.
5. A statement from you under penalty of perjury that the information supplied is accurate, and that you are the owner or authorized to act on the owner's behalf.
6. A signature or the electronic equivalent from the owner or authorized representative of the owner.

It is the policy of SWC to terminate the user accounts of repeat infringers.

#### **Reliance on Information Posted**

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by SWC, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of SWC. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **Changes to the Website**

We may update the content on this Website from time to time, but do not guarantee that all content is complete or up-to-date at any given time. You should carefully review items in your shopping cart for accuracy before submitting an order request.

#### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

#### **Participation In and Admittance to Services**

Creating an Account with SWC does not guarantee participation in or admittance to the Services offered by SWC. Creating an Account with SWC permits Subscribers to access the Subscriber calendar. SWC has the ability, in its sole discretion, to limit attendance of the Services and deny entry to a Service by a subscriber.

#### **Online Purchases and Other Terms and Conditions**

All purchases through this Website or other transactions for the sale of Services formed through the Website, or resulting from visits made by you, are governed by our Terms of Sale, which are hereby incorporated into these Terms of Use. If purchases or other transactions were made through a third-party that you accessed through the use of this Website, that third-party's Terms and Conditions, Privacy Policy, and/or Terms of Sale govern that third-party transaction.

#### **Subscriptions and Cancellations.**

SWC offers monthly and yearly subscriptions. When a monthly Subscriber cancels their subscription, the monthly subscriber will retain access to their Account for the remainder of the monthly billing cycle. At the end of the billing cycle, the Subscriber's Account will expire. If a yearly Subscriber cancels their Account within thirty (30) days of creating an Account, the yearly Subscriber will receive a ninety-five

percent (95%) refund of the amount paid for that yearly subscription. If the yearly Subscriber cancels their Account between thirty (30) days and ninety (90) days of creating their Account, the Subscriber will receive a fifty percent (50%) refund of the amount paid for that yearly subscription. A yearly Subscriber will not receive a refund of any amount after ninety (90) days of creating their Account.

#### **Auto-Renewals of Account.**

Your Account will continue month after month if a monthly Subscriber, except as otherwise set out in the **Subscriptions and Cancellations** Section herein. If a yearly Subscriber, your Account will continue year after year, except as set out in the **Subscriptions and Cancellations** Section herein. Should you wish to cancel the auto-renewal of your Account that was selected upon creation of the Account, go to the account login portal on [SarahsWalkingClub.com](http://SarahsWalkingClub.com) and cancel your Subscription. This will also cancel the subscription of any other permitted users of the Account.

#### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

#### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner

advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

SWC provides this Website from within the United States, for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SWC NOR ANY PERSON ASSOCIATED WITH SWC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER SWC NOR ANYONE ASSOCIATED WITH SWC REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, SWC HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Release and Waiver of Liability**

By checking the box provided on the Account registration page and explicitly consenting to these Terms of Use, I agree to release SWC of all liability in consideration of being permitted to participate in the

Services and in recognition of SWC's reliance hereon. I am aware and understand that the Services are a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. I am also aware of the contagious nature of bacterial and viral diseases, including COVID-19 and the risk that I may be exposed to or contract such bacterial and viral diseases by engaging in the Services, which may result in illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of SWC employees or others, including negligent emergency response or rescue operations of SWC. I understand that SWC cannot guarantee that I will not be injured or become sick or ill during my participation in the Services and that engaging in the Services may increase my risk injury, sickness, or illness. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE SERVICES WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, SICKNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF SWC OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against SWC and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, assigns, and Subscribers (each a "**Releasee**") on account of personal or psychological injury, illness, sickness, pain, suffering, temporary or permanent disability, death, property damage, financial loss, or any other claimed damages or harm of any type arising out of or attributable to my use of the Website and my participation in the Services, whether arising out of the ordinary negligence of SWC or any Releasees or otherwise. I covenant not to make or bring any such claim against SWC or any other Releasee, and forever release and discharge SWC and all other Releasees from liability under such claims. For the avoidance of doubt, I understand that some of the Services may be hosted solely by Subscribers of SWC, rather than by SWC, and that such Services may be advertised or marketed on the Website ("**Subscriber-Hosted Services**"). I also expressly waive and release any and all claims, now known or hereafter known, against SWC and its Releasees on account of personal or psychological injury, illness, sickness, pain, suffering, temporary or permanent disability, death, property damage, financial loss, or any other claimed damages or harm of any type arising out of or attributable to my participation in the Subscriber-Hosted Services, whether arising out of the ordinary negligence of SWC or any Releasees or otherwise.

I confirm that I: (a) am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Services; and (b) am not experiencing symptoms of COVID-19, the flu, or another viral or bacterial infection (such as cough, shortness of breath, sore throat, congestion, headache, muscle or body aches, chills, or fever), do not have a confirmed or suspected case of COVID-19, the flu, or another viral or bacterial infection, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having COVID-19, the flu, or another viral or bacterial infection. I will follow all instructions, recommendations, and cautions of SWC at all times during the Services. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Services, I will immediately discontinue further participation in the Services. I acknowledge that SWC is relying on these statements to allow me to participate in the Services.

I shall defend, indemnify, and hold harmless SWC and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, the costs of enforcing any right



to indemnification under this release and waiver of liability related to the Services, and the cost of pursuing any insurance providers, incurred by SWC or any other Releasees, arising out of or resulting from any claim of a third party related to my participation in the Services, including any claim related to my own negligence or the ordinary negligence of SWC.

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 SWC from any claim based on such treatment or other medical services.

I also hereby grant the SWC permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the SWC and will not be returned.

I hereby irrevocably authorize the SWC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the SWC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

BY PROVIDING MY AFFIRMATIVE CONSENT TO THESE TERMS OF USE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SWC AS SET OUT HEREIN.

#### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL SWC, ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, OR THE SERVICES INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Indemnification**

You agree to defend, indemnify, and hold harmless SWC, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers,

successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

### **Arbitration Agreement, Applicable Law, Exclusive Jurisdiction, and Venue**

#### **ARBITRATION AGREEMENT.**

All actions, disputes, claims and controversies of any nature whatsoever arising under common law, statutory law or in equity of any type or nature whatsoever and that arise under or are in any way related to the following areas are subject to binding and final arbitration: (a) the Website, (b) Terms of Sale, (c) Terms of Use, (d) Privacy Policy, (e) your Account, (f) your purchases from SWC, either directly or indirectly, (g) events posted on the Website's calendar, and (h) and any all other matters directly or indirectly related to these areas ("Claims") are subject to binding and final arbitration. Such arbitration proceeding shall be filed with and conducted by the American Arbitration Association ("AAA"), which can be located and contacted at: <http://www.adr.org>. This Arbitration Agreement does not allow for the filing of class action, mass action, or consolidated arbitration proceedings, and such arbitration proceedings are prohibited. This Arbitration Agreement applies mutually to you and SWC. You further agree that any Claims regarding the scope or interpretation of this Arbitration Agreement are delegated to Arbitration for decision by the applicable arbitrator.

#### **YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO A JURY TRIAL THROUGH THIS ARBITRATION AGREEMENT.**

Should any court proceeding nonetheless be filed, you and SWC have the right to enforce this Arbitration Agreement solely and exclusively in the state or federal courts in the County of Hillsborough, Florida. You agree that any Arbitration Award or order rendered by the arbitrator may be confirmed as a judgment or order in the state or federal courts in the County of Hillsborough, Florida, and shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule.

#### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE WEBSITE AND/OR ANY ACTIVITIES POSTED ON THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **Waiver and Severability**

No waiver by SWC of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of SWC to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the

minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use, Terms of Sale, and our Privacy Policy constitute the sole and entire agreement between you and SWC regarding the Website and the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

**Your Comments and Concerns**

This website is operated by Sarah's Outdoor Adventure Company LLC d/b/a Sarah's Walking Club.

Any feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [Sarah@SarahsWalkingClub.com](mailto:Sarah@SarahsWalkingClub.com).