

THERE ARE TWO SEPARATE AGREEMENTS YOU ARE AGREEING TO BY SELECTING THE "I ACCEPT" BUTTON AT THE BOTTOM. YOU ARE DOING SO ON YOUR BEHALF AND AS AGENT FOR EVERYONE ELSE WHO OPERATES OR RIDES RUNAMUK'S EQUIPMENT AS STATED IN THE "INVOICE RECEIPT, CONTRACT COPIES & SERVICE CONFIRMATION" BOOKING.

AGREEMENT # 1

RUNAMUK RIDES EQUIPMENT USE & SERVICE AGREEMENT

THIS EQUIPMENT USE & SERVICE AGREEMENT (this "Agreement") is dated the same date as the "Booking Date" listed in the Invoice Receipt, Contract Copies & Service Confirmation (the "Reservation") and is between the customer, operators and passengers listed in the Reservation (individually, a "PARTICIPANT," and collectively, the "PARTICIPANTS"), on the one hand, and RUNAMUK RIDES LLC, a Wisconsin limited liability company ("RUNAMUK"), on the other hand. In addition to the terms and conditions contained this Agreement, the Reservation and all related authorization forms, equipment receipts, etc., are also considered part of this Agreement.

In consideration of the premises and of the respective covenants and provisions contained in this Agreement, RUNAMUK and the PARTICIPANTS agree as follows:

SECTION 1 - MUTUAL UNDERSTANDING. While RUNAMUK has made every reasonable attempt to outline the financial and personal risks associated with use of RUNAMUK's equipment or services, it is impossible to anticipate every possible risk or liability exposure that PARTICIPANTS may encounter due to the inherently unpredictable nature of off-road and on-water activities. RUNAMUK recommends, therefore, that all PARTICIPANTS consult with appropriate professional advisors before entering into this Agreement or using RUNAMUK's equipment.

Regardless of whether or not PARTICIPANTS avail themselves of professional advice, PARTICIPANTS agree RUNAMUK has provided PARTICIPANTS with sufficient time and opportunity to read, contemplate and consult with professional advisors before creating the Reservation, using RUNAMUK's equipment and entering into this Agreement. The person listed as the "customer" in the Reservation warrants that the other PARTICIPANTS have read this Agreement and have authorized him or her to bind the other PARTICIPANTS to this Agreement.

SECTION 2 - SERVICE RENDERED & CONSIDERATION. The customized service package RUNAMUK is providing includes the use of the equipment and additional services as stipulated in the Reservation. The customized service package may also include the use of related items such as personal flotation devices, helmets, guide services, delivery, etc., assistance in locating lodging, dining and accommodations, and developing route ideas and itineraries. Ultimately, however, all arrangements, navigations, and/or piloting of any equipment is PARTICIPANTS' sole responsibility (SEE SECTION 5).

In return for the above, PARTICIPANTS agree to pay RUNAMUK the amount stated in the Reservation and abide by the terms and conditions of this Agreement. The amount stated in the Reservation does NOT include the cost to repair or replace any of RUNAMUK's equipment that is damaged or lost while in PARTICIPANTS' care and custody. The Reservation also does not include incidental items or services RUNAMUK may provide PARTICIPANTS (such as fuel, apparel, delivery, etc.). PARTICIPANTS agree to pay for these items upon receipt of the items/services or upon presentation of estimates or invoices.

SECTION 3 - CASH TRANSACTION & NO EXTENSION OF CREDIT. PARTICIPANTS acknowledge and agree that all business transactions with RUNAMUK were entered in to, or conducted at, RUNAMUK's ordinary place of business; that all transactions are cash transactions (even those paid via credit or debit card - SEE SECTION 4); and that RUNAMUK offers no credit of any kind. Payments for rentals, repairs, replacements or incidental charges, must be paid in advance or upon receipt of the invoice and under no circumstances is RUNAMUK extending any consumer credit.

SECTION 4 - USE OF CREDIT OR DEBIT CARDS. PARTICIPANTS acknowledge that the transactions contained in this Agreement are in no way a consumer credit transaction. PARTICIPANTS agree not to allow their financial institutions to reverse any of RUNAMUK's charges; that the instructions in this provision are irrevocable and shall always supersede any future instructions PARTICIPANTS may make related to RUNAMUK's charges. PARTICIPANTS further acknowledge that all of RUNAMUK's related credit and debit card transactions were made in full compliance of the Truth in Lending Act as well as Visa, Master Card, American Express, Pay Pal and Discover merchant processing rules. In the event of a conflict between this Agreement, subsequent card holder instructions, card issuing bank, credit card or merchant processor rules or arbitration actions, PARTICIPANTS agree that this Agreement shall control.

SECTION 5 - ASSUMPTION OF LIABILITY & INDEMNIFICATION. PARTICIPANTS acknowledge and agree that neither RUNAMUK, nor any of its affiliates, offer PARTICIPANTS any type of insurance coverage or damage protection. PARTICIPANTS, jointly and severally, assume all risks and liabilities and agree to indemnify RUNAMUK, its staff and its associates, against any and all claims or expenses directly or indirectly related to PARTICIPANTS' rental or use as an operator or passenger of any RUNAMUK equipment. In all cases, each and every PARTICIPANT assumes all risks and liability (personal, damage, material harm, etc.) for the actions or inactions of himself or herself and all other PARTICIPANTS regardless of the circumstances. This means any and all damage deposits posted by any PARTICIPANT will be applied against any and all outstanding obligations of any other PARTICIPANT and shall be liable for any and all open balances of the other PARTICIPANTS.

SECTION 6 - CANCELLATION POLICY. Once made, the Reservation and this Agreement may not be cancelled. All payments are non-refundable. Under all circumstances PARTICIPANTS' use of any of RUNAMUK's equipment is irrefutable evidence of PARTICIPANTS' acceptance of this entire Agreement and fully binds PARTICIPANTS to this Agreement.

SECTION 7 - CARE AND CUSTODY OF EQUIPMENT. PARTICIPANTS agree that they individually and jointly assume care and custody of RUNAMUK's equipment from the earlier of when any PARTICIPANT signs the applicable Customer Equipment Inspection & Receipt Form ("Receipt Form") or use or take possession of RUNAMUK's equipment in any way. Regardless of the circumstances, each PARTICIPANT assumes care and custody of all PARTICIPANTS' assigned RUNAMUK equipment. In instances where RUNAMUK is also providing delivery and pickup service to PARTICIPANTS, care and custody of the RUNAMUK equipment transfers upon the earlier of (a) delivery of the equipment to the designated rendezvous location by RUNAMUK; (b) the signing of the Receipt Form by any PARTICIPANT; and (c) using or taking physical possession of RUNAMUK's equipment by any PARTICIPANT. Care and custody of the RUNAMUK equipment does not, under any circumstances, revert back to RUNAMUK until RUNAMUK's

Service Manager issues his or her formal written Return Inspection Report (the "Return Inspection Report") pursuant to SECTION 11 of this Agreement.

SECTION 8 - EQUIPMENT RECEIPT & INSPECTION. PARTICIPANTS agree PARTICIPANTS will thoroughly inspect and sufficiently test (including test ride, if applicable) any RUNAMUK equipment before assuming care and custody of the RUNAMUK equipment or using the RUNAMUK equipment on any public routes, roads, trails or waterways. PARTICIPANTS further agree to note any non-OEM modifications, as well as all substantive defects or damage on the RECEIPT FORM. Absent any such notations PARTICIPANTS agree PARTICIPANTS received the RUNAMUK equipment in good condition and repair, working order, and free of any substantive defects or non-OEM modifications.

PARTICIPANTS represent and warrant, jointly and severally, to RUNAMUK that PARTICIPANTS are competent, and will take sufficient time, to properly inspect the RUNAMUK equipment as described above and will return RUNAMUK's equipment in the exact condition PARTICIPANTS received it, except for ordinary wear and tear. Use of RUNAMUK's equipment is PARTICIPANTS' acknowledgement that PARTICIPANTS received the RUNAMUK equipment free of any substantive defect and in good working condition. PARTICIPANTS agree, under all circumstances, to refuse to use any RUNAMUK equipment that is defective, modified with non OEM equipment, or not appropriate for use.

SECTION 9 - STANDARDS OF USE OF EQUIPMENT. PARTICIPANTS represent and warrant, jointly and severally, to RUNAMUK that (a) PARTICIPANTS are knowledgeable on how to operate RUNAMUK's equipment in a manner that avoids abuse or excessive wear and tear or that could cause equipment damage; (b) PARTICIPANTS will only operate RUNAMUK's equipment in a manner and under conditions that avoid equipment abuse and damage; (c) PARTICIPANTS will rely solely upon their own knowledge and judgment when operating RUNAMUK equipment; and (d) PARTICIPANTS will refuse to accept or otherwise operate any RUNAMUK equipment that PARTICIPANTS have not inspected, lack sufficient knowledge about or are in any way uncomfortable operating.

PARTICIPANTS also agree that PARTICIPANTS will (a) thoroughly and competently inspect the RUNAMUK equipment and only accept receipt of or use RUNAMUK equipment that is free of substantive defects, safe and that PARTICIPANTS are comfortable with operating; (b) operate RUNAMUK equipment at appropriate and safe speeds and in compliance with all applicable laws; (c) maintain complete control of RUNAMUK equipment at all times; (d) ride only on designated trails or waterways; (e) only use RUNAMUK equipment that PARTICIPANTS are skilled and permitted to use; (f) review and comply with all manufacturer's operating instructions and government regulations; (g) allow RUNAMUK free-of-charge use of any media (pictures, videos, etc.) containing their likenesses; (h) properly maintain and fuel the RUNAMUK equipment; and (i) not operate equipment under the influence of drugs or alcohol.

SECTION 10 - RETURN OF EQUIPMENT. PARTICIPANTS agree to return all RUNAMUK equipment fully refueled to RUNAMUK's facilities (or the designated rendezvous location in cases of pickup service) no later than return time specified on the Reservation. There is no grace period under any circumstances. If PARTICIPANTS return RUNAMUK equipment late, PARTICIPANTS agree to pay a late fee of \$50 per hour or fraction of an hour.

Upon return of RUNAMUK equipment, PARTICIPANTS must report to a RUNAMUK staff member and have the RUNAMUK staff member countersign the corresponding Equipment Check-In Form. Failure to follow this check-in procedure will result in PARTICIPANTS incurring late fees. RUNAMUK equipment not returned, in RUNAMUK's sole opinion, fully refueled will result in a \$25 fueling charge, plus the retail cost of the fuel.

PARTICIPANTS are advised that simply bringing equipment back to a RUNAMUK facility or staff member, reporting in to any RUNAMUK staff member, engaging in conversation with RUNAMUK staff upon PARTICIPANTS' return, etc., does not transfer care and custody of the RUNAMUK equipment back to RUNAMUK (SEE SECTION 7). Similarly, none of the aforementioned occurrences, initial staff opinions, notations, or comments serve in any way as, or substitute for, RUNAMUK's formal return inspection nor RUNAMUK's Return Inspection Report (ALSO SEE SECTION 11).

SECTION 11 - RUNAMUK'S FORMAL RETURN INSPECTION. RUNAMUK will only conduct RUNAMUK's formal return inspection when RUNAMUK has appropriate staff on hand, the equipment is clean and free of visual obstructions, and the ambient light and weather are suitable for the return inspection. RUNAMUK will endeavor to conduct RUNAMUK's return inspection as soon as reasonably possible after the RUNAMUK equipment is properly returned to RUNAMUK, however, due to the inherently unpredictable nature of RUNAMUK's operating conditions, the return inspection may not occur for several business days after the RUNAMUK is returned to RUNAMUK.

PARTICIPANTS or PARTICIPANTS' authorized representatives may be present during the return inspection, but must clearly indicate PARTICIPANTS' desire to be present by writing "I wish to be present during the return inspection" on the Receipt Form. In all other circumstances, PARTICIPANTS waive the right to be present during the return inspection.

RUNAMUK will make a reasonable attempt to accommodate PARTICIPANTS' requests when scheduling return inspections but makes no guaranties that RUNAMUK will be able to accommodate those requests. Regardless, PARTICIPANTS agree that PARTICIPANTS will accept the results of RUNAMUK's Return Inspection Report, whether or not PARTICIPANTS or their authorized representatives were present during the return inspection. PARTICIPANTS also agree that RUNAMUK's conclusions concerning whether or not equipment was damaged (and to what extent) or lost while in PARTICIPANTS' care and custody are conclusive and final.

PARTICIPANTS have up to five business days in which to discuss the Return Inspection Report with an authorized RUNAMUK staff member. After that time, PARTICIPANTS agree to pay RUNAMUK for administrative services related to processing informational requests related to the Return Inspection Report. The rates are as follows: \$95 per hour for each correspondence, telephone call, meeting, document production, etc. that PARTICIPANT, any court, or PARTICIPANTS' representatives request or send. Each occurrence shall be assumed to take not less than 0.25 hours. Each document (electronic or paper) that RUNAMUK is required or requested to produce shall cost \$0.50 per page.

SECTION 12 - MATERIAL HARM. PARTICIPANTS acknowledge and agree that (a) RUNAMUK invests significant resources sourcing, preparing and maintaining RUNAMUK's equipment; (b) RUNAMUK alone is qualified and entitled to determine what equipment condition standards (and

equipment) are most appropriate for RUNAMUK's use; (c) RUNAMUK purchases equipment to generate funds to maintain operations; (d) RUNAMUK relies on a projected equipment residual value that will be adversely impacted by damage, even if the damage is repaired; and (e) because RUNAMUK allows the general public to participate in activities associated with RUNAMUK's equipment, RUNAMUK maintains certain standards of equipment condition, readiness and utilization which may be different from those maintained by others. Given the foregoing, PARTICIPANTS acknowledge and agree that when RUNAMUK's equipment is damaged or this Agreement is breached in any way, RUNAMUK is substantially more materially harmed than the equipment's direct cost or published value.

SECTION 13 - REMEDIES. PARTICIPANTS acknowledge and agree that power sports and watercraft business are inherently unpredictable and unique. As a consequence, PARTICIPANTS agree it is impossible to accurately ascertain facts, determine liability, establish appropriate venue, or calculate the amount of RUNAMUK's material harm when RUNAMUK's equipment is damaged, lost or this Agreement breached. PARTICIPANTS agree this Agreement provides the only reasonable, just and conscionable remedies in the event of damage or breach. This Agreement also provides the most efficient method of resolving issues and mitigating both parties' costs. PARTICIPANTS agree that if RUNAMUK equipment is lost or damaged while in PARTICIPANTS' care and custody, PARTICIPANTS will pay RUNAMUK the following: (a) RUNAMUK's published 23-hour rental rate beginning the day after the RUNAMUK equipment is returned until the RUNAMUK equipment is repaired or replaced (to RUNAMUK's sole satisfaction) - subject to a three day minimum; (b) RUNAMUK's retail labor repair rate of \$95 per hour; (c) RUNAMUK's customary retail repair parts rates; (d) a \$500 per machine plus \$3.50 per mile round trip fee for any towing; and (e) all RUNAMUK's other related expenses including actual legal fees, credit card fees, court costs, and collection costs associated with asserting RUNAMUK's rights.

In the event RUNAMUK, in its sole opinion, determines that damaged RUNAMUK equipment cannot reasonably be repaired or otherwise be put back into RUNAMUK's service, RUNAMUK shall consider the RUNAMUK equipment a total loss. In such event, PARTICIPANTS agree to pay RUNAMUK, in addition to all other charges required under this Agreement, 150% of the manufacturer's suggested retail price for the most current (new) model of the same equipment type that was damaged, or, if the item is discontinued, 150% of the full retail price for the replacement equipment that RUNAMUK determines, in RUNAMUK's sole discretion, is the most similar to the damaged equipment. RUNAMUK retains salvage rights to all damaged equipment as additional compensation. If a machine needs to be replaced, PARTICIPANTS also agree to pay a \$500 registration and setup fee.

SECTION 14 - NO OTHER REPRESENTATIONS, WARRANTIES, ETC. PARTICIPANTS warrant that no oral representations, statements, warranties or inducements apart from this Agreement have been made to or relied upon by PARTICIPANTS.

SECTION 15 - REMEDIES CUMULATIVE. The rights and remedies of RUNAMUK contained in this Agreement are cumulative and not alternative.

SECTION 16 - WAIVER. Neither any failure nor any delay by RUNAMUK in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any

such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

SECTION 17 – ENTIRE AGREEMENT. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes (along with the other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

SECTION 18 – MODIFICATION. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

SECTION 19 – ASSIGNMENT. PARTICIPANTS may not assign any of their rights or delegate any of their obligations under this Agreement without the prior written consent of RUNAMUK.

SECTION 20 - SUCCESSORS. This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

SECTION 21 – SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

SECTION 22 – CONSTRUCTION. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

SECTION 23 – GOVERNING LAW. This Agreement will be governed by and construed under the laws of the State of Wisconsin without regard to conflicts of law principles that would require the application of any other law.

SECTION 24 – JURISDICTION. Any judicial proceeding arising out of or relating to this Agreement or any transaction contemplated in this Agreement may be brought in the courts of the State of Wisconsin, County of Sawyer, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Wisconsin, and each of the parties irrevocably submits to the exclusive jurisdiction of each court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only any such court and agrees not to bring any proceeding arising out of or relating to this Agreement or any transaction contemplated in this Agreement in any other court. The parties agree that either or any of them may file a copy of this section with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

SECTION 25 - USE OF ELECTRONIC SIGNATURES, RECEIPTS. PARTICIPANTS agree that this Agreement may be electronically signed; that the electronic signatures appearing on this Agreement have the same effect as handwritten signatures would have for the purposes of the validity, enforceability and admissibility of this Agreement, and that PARTICIPANTS may withdraw their consent to receive electronic documents, notices or disclosures at any time so long as such request is made in writing and received by RUNAMUK within three business days of the date the Reservations was created.

SECTION 26 – TIME OF ESSENCE. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

PARTICIPANTS acknowledge that **RUNAMUK** offered **PARTICIPANTS** an identical copy of this Agreement and accompanying receipts, and that this Agreement and its related transactions are in compliance with Sections 421 and 422 of the Wisconsin Consumer Protection Act. This entire transaction was conducted at **RUNAMUK's** place of business, via customer-initiated contact

PARTICIPANTS HAVE CONSIDERED AND ACKNOWLEDGE THAT IF THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE NOT AS BROAD AS THEY ARE, THE COSTS FOR USE OF RUNAMUK'S EQUIPMENT AND SERVICES WOULD BE SUBSTANTIALLY HIGHER. SINCE PARTICIPANTS DO NOT WANT TO PAY A HIGHER PRICE FOR RUNAMUK'S EQUIPMENT AND SERVICES, PARTICIPANTS ARE WAIVING THEIR RIGHT TO BARGAIN FOR DIFFERENT TERMS AND CONDITIONS AND ARE STILL ELECTING TO RENT AND USE RUNAMUK'S EQUIPMENT AS AN OPERATOR OR PASSENGER, USE AND BENEFIT FROM RUNAMUK'S OTHER SERVICES, AND SIGN AND ENTER INTO THIS AGREEMENT WITH RUNAMUK IN ITS CURRENT FORM.

****Date:**

****Name:**

****Signature:**

AGREEMENT #2

RUNAMUK RIDES ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT

THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT (this "Agreement") is dated the same date as the "Booking Date" listed in the Invoice Receipt, Contract Copies & Service Confirmation (the "Reservation") and is between the customer, operators and passengers listed in the Reservation (individually, a "PARTICIPANT," and collectively, the "PARTICIPANTS"), on the one hand, and RUNAMUK RIDES LLC, a Wisconsin limited liability company ("RUNAMUK") on the other. In addition to the terms and conditions contained in this Agreement, the Reservation and all related authorization forms, equipment receipts, etc., are also considered part of this Agreement.

In consideration of the premises and of the respective covenants and provisions contained in this Agreement, RUNAMUK and the PARTICIPANTS agree as follows:

SECTION 1 - MUTUAL UNDERSTANDING. While RUNAMUK has made every reasonable attempt to outline the financial and personal risks associated with use of RUNAMUK's equipment or services, it is impossible to anticipate every possible risk or liability exposure that PARTICIPANTS may encounter due to the inherently unpredictable nature of off-road and on-water activities. RUNAMUK recommends, therefore, that all PARTICIPANTS consult with appropriate professional advisors before entering into this Agreement or using RUNAMUK's equipment.

Regardless of whether or not PARTICIPANTS avail themselves of professional advice, PARTICIPANTS agree RUNAMUK has provided PARTICIPANTS with sufficient time and opportunity to read, contemplate and consult with professional advisors before creating the Reservation, using RUNAMUK'S equipment and entering into this Agreement. The person listed as the "customer" in the Reservation warrants that the other PARTICIPANTS have read this Agreement and have authorized him or her to bind the other PARTICIPANTS to this Agreement.

SECTION 2 - ASSOCIATED RISKS & LIABILITIES. Whether as an operator, renter or passenger, PARTICIPANTS agree that all activities, whether accompanied by a trail guide or not, related to the use of RUNAMUK's equipment and property is hazardous, and accidents and injuries, including those with the possibility of permanent disability or death, are common and ordinary occurrences. PARTICIPANTS acknowledge that these hazards, accidents and injuries may come from equipment or property malfunctions, a PARTICIPANT's own actions, inactions, or negligence, and/or the actions, inactions, or negligence of other PARTICIPANTS, guests, spectators, operators, passengers, third parties, employees, agents, independent contractors or other representatives of RUNAMUK. RUNAMUK advises PARTICIPANTS to seek competent advice before entering into this Agreement. This is especially important given the inherently

unpredictable nature of the risks and liability exposure associated with the participation in unique off-road or on-water activities.

SECTION 3 - PARTICIPANTS ASSUMPTION OF FULL LIABILITY AND RISK. PARTICIPANTS understand that RUNAMUK'S staff and guides are not instructors, emergency medical technicians, chaperons or group "leaders," nor is RUNAMUK making any such representations or warranties. While a guide or staff member may operate at the front of the PARTICIPANTS' group, this is simply to help keep the PARTICIPANTS' group on the intended trails and in no other capacity. In all cases, PARTICIPANTS are in charge of the equipment PARTICIPANTS are piloting, riding on or otherwise using.

PARTICIPANTS agree that (a) PARTICIPANTS voluntarily choose to enter into this Agreement and rent, operate or be passengers on RUNAMUK's equipment; (b) each PARTICIPANT, jointly and severally, unequivocally accepts any and all risks and assumes full liability (including material harm to RUNAMUK) associated with renting operating or being a passenger on RUNAMUK's equipment; and (c) each PARTICIPANT relies solely on PARTICIPANT's own training, judgment and instruction in the inspection, operation and use of any and all RUNAMUK equipment or property. If any PARTICIPANT cannot afford or is unwilling to assume any and all liability and risk assumed by PARTICIPANT and by all other PARTICIPANTS under this Agreement, the PARTICIPANT should not sign this Agreement, assume care and custody of RUNAMUKs' equipment, or use RUNAMUK's equipment in any manner.

SECTION 4 – HOLD HARMLESS AND INDEMNIFICATION. As an inducement for RUNAMUK to rent and/or allow use of RUNAMUK equipment and property, PARTICIPANTS, jointly and severally, agree to hold RUNAMUK harmless, release, defend, and indemnify RUNAMUK for any and all liability and/or claims arising from PARTICIPANTS' use of RUNAMUK's equipment and property. PARTICIPANTS also agree to jointly and severally reimburse RUNAMUK for all losses (including attorneys' fees and costs) incurred by RUNAMUK as a result of any claims brought by any persons or entities arising out of or relating to the use of RUNAMUK's equipment and property.

SECTION 5 - NO OTHER REPRESENTATIONS, WARRANTIES, ETC. PARTICIPANTS warrant that no oral representations, statements, warranties or inducements apart from this Agreement have been made to or relied upon by PARTICIPANTS.

SECTION 6 – REMEDIES CUMULATIVE. The rights and remedies of RUNAMUK contained in this Agreement are cumulative and not alternative.

SECTION 7 – WAIVER. Neither any failure nor any delay by RUNAMUK in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

SECTION 8 – ENTIRE AGREEMENT. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes (along with the other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

SECTION 9 – MODIFICATION. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

SECTION 10 – ASSIGNMENT. PARTICIPANTS may not assign any of their rights or delegate any of their obligations under this Agreement without the prior written consent of RUNAMUK.

SECTION 11 - SUCCESSORS. This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

SECTION 12 - SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

SECTION 13 - CONSTRUCTION. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

SECTION 14 - GOVERNING LAW. This Agreement will be governed by and construed under the laws of the State of Wisconsin without regard to conflicts of law principles that would require the application of any other law.

SECTION 15 - JURISDICTION. Any judicial proceeding arising out of or relating to this Agreement or any transaction contemplated in this Agreement may be brought in the courts of the State of Wisconsin, County of Sawyer, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Wisconsin, and each of the parties irrevocably submits to the exclusive jurisdiction of each court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only any such court and agrees not to bring any proceeding arising out of or relating to this Agreement or any transaction contemplated in this Agreement in any other court. The parties agree that either or any of them may file a copy of this section with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

SECTION 16 - USE OF ELECTRONIC SIGNATURES, RECEIPTS. PARTICIPANTS agree that this Agreement may be electronically signed; that the electronic signatures appearing on this Agreement have the same effect as handwritten signatures would have for the purposes of the validity, enforceability and admissibility of this Agreement, and that PARTICIPANTS may withdraw their consent to receive electronic documents, notices or disclosures at any time so long as such request is made in writing and received by RUNAMUK within three business days of the date the Reservations was created.

SECTION 17 – TIME OF ESSENCE. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

PARTICIPANTS acknowledge that RUNAMUK offered PARTICIPANTS an identical copy of this Agreement and accompanying receipts. This entire transaction was conducted at RUNAMUK's place of business, via customer-initiated contact

PARTICIPANTS HAVE CONSIDERED AND ACKNOWLEDGE THAT IF THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE NOT AS BROAD AS THEY ARE, THE COSTS FOR USE OF RUNAMUK'S EQUIPMENT AND SERVICES WOULD BE SUBSTANTIALLY HIGHER. SINCE PARTICIPANTS DO NOT WANT TO PAY A HIGHER PRICE FOR RUNAMUK'S EQUIPMENT AND SERVICES, PARTICIPANTS ARE WAIVING THEIR RIGHT TO BARGAIN FOR DIFFERENT TERMS AND CONDITIONS AND ARE STILL ELECTING TO RENT AND USE RUNAMUK'S EQUIPMENT AS AN OPERATOR OR PASSENGER, USE AND BENEFIT FROM RUNAMUK'S OTHER SERVICES, AND SIGN AND ENTER INTO THIS AGREEMENT WITH RUNAMUK IN ITS CURRENT FORM.

EACH PARTICIPANT REPRESENTS THAT PARTICIPANT (A) HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS TERMS; (B) UNDERSTANDS THAT PARTICIPANT IS GIVING UP SUBSTANTIAL RIGHTS; AND (C) HAS FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT.

END OF AGREEMENT #2

****Customer Initials:**

SIGN BELOW INDICATING YOU READ & COMPLY WITH THESE ENTIRE AGREEMENTS

****Date:**

****Name:**

****Signature:**