

## USA TORNADO TOURS LLC – 2024 PRARIE TOURS TOUR AGREEMENT

THIS TOUR AGREEMENT (the “Agreement”) is made the \_\_\_\_ day of \_\_\_\_\_, by and between USA Tornado Tours, LLC, an Oklahoma limited liability company, (hereinafter referred to as “USA Tornado Tours”) and the person over the age of 18, whose name appears below (hereinafter referred to as “Participant”)

This Agreement, and the Tour, are subject to the following terms and conditions:

A. **DEFINITIONS.** As used in this Agreement, the following terms have the following meanings:

1. “**Arrival Day**” is the day before the first day of the Tour.
2. “**Benefits of Tour**” shall include and limited to the following: (1) one hotel room on each night of the Tour (including the arrival day, but excluding the departure day); (2) the right to occupy one seat in a Tour van operated by USA TORNADO TOURS each day of the Tour (a seat is defined in the manner set forth by the vehicle manufacturer in determining the maximum occupancy rating for that vehicle).
3. “**Departure Day**” shall mean the day after the last day of the Tour.
4. “**Force Majeure**” shall have the meaning in Section C.3.a.
5. “**Non-Refundable Deposit**” shall have the meaning in Section B.1.
6. “**Participant**” shall mean the individual or entity who receive the benefits included in the Tour.
7. “**Re-Booking Fee**” shall have the meaning in Section B.4.

8. **“Tour”** shall mean a storm chasing tour and is an expedition whose sole purpose is to forecast, and seek and observe severe weather for recreational purposes.
9. **“Tour Fee”** shall have the meaning in Section B.2.

## B. PAYMENT AND FEES.

1. Non-refundable Deposit. A non-refundable/non-transferrable deposit of \$750 (**“Non-Refundable Deposit”**) is necessary to reserve Participant’s place on the Tour. Participant understands that the reservation is guaranteed only upon receipt of the Non-Refundable Deposit. This Non-Refundable Deposit is utilized for operational expenses and costs/expenses incurred by USA Tornado Tours to certify the Participant’s reservation.
2. Tour Fee. In consideration of the benefits to be derived from participating in the Tour, to be conducted from the dates specified to the dates that you booked and the pricing that is displayed under **“Payment”** on the USA Tornado Tours, LLC website, which includes the non-refundable deposit.
3. Final Balance. **The final balance of the pricing displayed under “PAYMENT” on the USA Tornado Tours, LLC website, is due ONLY in the form of a credit card payment no later than 30 days before the arrival date of your tour. If the reservation is made less than 30 days before the arrival date, then the entire Tour price MUST be paid at the time of confirmation. Participant understands that if the Tour fee is not received by USA Tornado Tours by the due date, Participant will forfeit the Tour reservations and any monies previously paid.**
4. Re-Booking Fees. In the event Participant cancels their registration for a Tour for any reason and the Participant desires to register for a different Tour, Participant will be responsible for a new deposit in the amount of \$750 (the **“Re-Booking Fee”**). The Re-Booking Fee is non-refundable. This fee will be deducted from the price of the tour.
5. Participant Responsibilities. Participant understands that Participant is solely responsible for the total cost and expense of airfare to and from the initial meeting site, and that Participant is solely responsible for meals and other incidental

expenses while on the Tour. Participant understands that smoking and vaping of any kind in the vehicle, or in any non-smoking rooms, or where not allowed is strictly prohibited. Participant acknowledges that he/she is in reasonable health to pursue the Tour.

#### C. FUEL ADJUSTMENT CLAUSE.

Participant understands that if the U.S., nationally-averaged fuel cost for Regular Unleaded Fuel ("Regular Unleaded Fuel" is fuel with an 87 OCTANE level or higher), exceeds \$3.50 per gallon on the arrival day of the Tour (as published here:

[http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/mogas\\_home\\_page.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html)), Participant will be assessed a fuel surcharge of \$35.00. Participant understands that for every \$0.25 per gallon by which the cost of fuel exceeds \$3.50 per gallon, Participant will be charged an additional \$15.00. (Solely for purposes of illustration only, Participant agrees to pay a total surcharge of \$50.00 if the cost of fuel equals or exceeds \$3.75 on or after the arrival day of the Tour.)

#### D. CANCELLATIONS.

1. Participant Cancellations. If Participant cancels the Tour reservation before January 1<sup>st</sup> of the year of your tour, Participant is entitled to a \$50 refund of the monies paid less the nonrefundable/nontransferable deposit. Participant understands that if Participant decides to cancel the Tour reservation *for any after January 1<sup>st</sup> in the year of your tour*, Participant's Tour fee thereafter is non-refundable and that USA TORNADO TOURS, LLC is not responsible for any expense or inconvenience caused by such cancellation, including, but not limited to, late arrivals and departures of trains, ships, airplanes, buses, autos, or any other changes of schedule beyond Participant's control. USA Tornado Tours LLC may resell the vacated reservation and may provide a refund of 50% of the tour price. Participant further understands that if Participant elects to leave the Tour at any time, Participant will not be entitled to a refund or partial refund of any portion of the Tour fee.
2. USA Tornado Tour Cancellations. USA Tornado Tours reserves the right to cancel the Tour for any reason, including, but not limited to insufficient registration for a Tour. If the Company cancels a Tour prior to the Tour, Participant will receive a credit towards a future Tour, in the amount of the Tour Fee. If the Tour is cancelled during the operation of the Tour, any further credit

will be prorated based on the number of tour days that have elapsed, less expenses. USA TORNADO TOURS, LLC is not responsible for any expense or inconvenience caused by such cancellation, including, but not limited to the cost of trains, ships, airplanes, buses, autos, or any other changes of schedule beyond Participant's control. USA Tornado Tours also reserves the right to cancel, change, or substitute any service or activity included in a tour, and to decline to accept or retain any Participant at any time for any reasons and to make alterations to the Tour when necessary without a reduction in the fee paid to USA Tornado Tours. Substitutions of Tour personnel may at times be necessary and no particular Tour personnel are guaranteed during the Tour.

3. Fees Paid. Participant understands that if any credit is given for a tour as a result of any action by the Participant or USA Tornado Tours, that credit is good towards a tour within 12 months of a date the credit was given. After the 12 month period is passed, any credit remaining shall be forfeited by Participant.
4. Force Majeure.
  - a. Force Majeure Event. If a party is prevented from performing any of its obligations hereunder due to any cause which is beyond the non-performing party's reasonable control, including, without limitation, natural disasters, acts of war or terrorism, civil disobedience, riots, rebellions, fire, explosion, flood, acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; failure of public utilities or common carriers; or contagion, epidemic or pandemic (a "**Force Majeure Event**"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent such non-performance is due to a Force Majeure Event. Performance under this Agreement shall be excused due to, and a party shall not be liable for or deemed in breach of this Agreement because of, any failure or omission to carry out or observe its obligations under this Agreement, to the extent that such performance is rendered impossible.
  - b. Effect of Force Majeure on Agreement. If either party is prevented or delayed from or in performing any of its obligations under this Agreement (other than an obligation to make a payment) by Force Majeure, then:

- i. That party's obligations under this Agreement shall be suspended for so long as the Force Majeure continues and to the extent that that party is so prevented, hindered, or delayed.
- ii. As soon as reasonably possible and in any event within (10) business days after the cessation of the Force Majeure, that party shall notify the other party in writing of the cessation of the Force Majeure and shall resume performance of its obligations under this Agreement.

## E. UNDERSTANDING AND ASSUMPTION OF THE RISKS

1. Voluntary Participation. Participant acknowledges that Participant has voluntarily applied to participate in the Tour being provided by USA Tornado Tours, LLC. Participant is voluntarily participating in this Tour with full knowledge of the hazards involved in such participation. Participant has reviewed and executed with this Agreement, the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, provided by USA Tornado Tours.
2. Awareness of Risks, Dangers, and Hazards. Participant is aware that storm chasing is very hazardous, and contains inherent elements of risk of **INJURY, ILLNESS, DEATH, PROPERTY DAMAGE and/or LOSS**. Typical hazards include, but are not limited to hydroplaning, traffic accidents, flying objects, hail, wind (tornadic or otherwise), lightning, floods, mental trauma caused by exposure to severe storm damage and victims, loss of personal property from the vehicle, variable and treacherous road surfaces and conditions, biting insects, spiders, reptiles, negligence of other storm chasers, and other dangers. Participant is aware that the amount of driving that occurs on the Tour creates an elevated risk of traffic accidents, even far removed from storms. Examples of traffic hazards that may be encountered include, but are not limited to, the risk of accidents with other motorists, wild animals, and road debris. Participant understands, agrees, and accepts that situations may arise during the Tour that may be beyond the immediate control of USA Tornado Tours. Such situations include, by way of example, and not limitation, the dangers of being overtaken by the storm and its associated hazards while attempting to escape the storm or while attempting to establish a position from which to view the storm. Participant understands, agrees, and accepts that they types of weather conditions to which the Tour participants will be exposed are ever changing, unpredictable, and life threatening. Participant

is also aware that medical facilities may not be readily available or accessible during some or all of the time in which Participant is participating in the Tour. In order to partake of the enjoyment and excitement of this adventure Tour for recreational purposes, Participant is fully willing to accept the risks and uncertainty as being an integral part of the adventure. **PARTICIPANT ACKNOWLEDGES THE AWARENESS OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH STORM CHASING AND THE CT OF DRIVING ITSLF, EVEN IN PLACES AND AT TIMES FAR REMOVED FROM HAZARDOUS WEATHER, AND PARTICIPANT FREELY ACCEPTS AND FULLY ASSUMES ALL SUCH RISK, DANGERS AND HAZARDS, AND THE POSSIBILTY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING FROM STORM CHASING AND/OR DRIVING.**

3. Successors and Heirs. Participant understands that this release will forever bind myself and all of my personal representatives, heirs, spouse, guardians, legal representatives, executors, administrators, successors, relatives, or assigns.

#### F. CONDUCT.

1. Misconduct or Violation of this Agreement. Participants are requested to act in a responsible manner at all times, and act with respect towards other participants, USA Tornado Tours, LLC personnel, the property of others on the Tour, as well as people and places visited during the Tour. USA Tornado Tours has the right to deny anyone to participate on a Tour. Reasons for disallowing or removing a Participant may include, but are not limited to, a Participant's interference with Tour personnel's ability to conduct a safe Tour, a Participant's violation of any rules set forth in this document or established during the Tour by USA Tornado Tours, LLC or a Participant's action which harm or threaten harm to another or disrupt an individual, or others, both on and off the Tour, this includes, but not limited to, disruptions/noise during hotel stays. A Participant who does not respect the other participants or the Tour personnel will be required to leave the Tour at the earliest, safe departure point, as determined at the sole discretion of USA Tornado Tours, LLC, at the Participant's sole expense. USA Tornado Tours, LLC will not provide any refund to any Participant being removed for misconduct or violation of this Agreement. A Participant who damages, beyond the normal "wear and tear" of either the USA Tornado Tours, LLC vehicle, anywhere in the hotel, any national parks, or anywhere that the tour may stop on the Trip, that Participant will be solely responsible for any and all expenses for repair or replacement.

2. Prohibitions during Tour. There will be absolutely no open containers of alcoholic beverages, smoking, vaping or electronic cigarettes of any kind, unprescribed/Illegal drugs of any kind, or weapons of any kind allowed in the Tour vehicle. Use of alcoholic beverages and smoking is allowed in the privacy of a Participant's own hotel room after the Tour day is complete, granted that your roommate, if applicable, is agreeable to same and, as long as smoking or vaping of any kind is permitted in designated smoking rooms. During stops on travel days, smoking is allowed in permitted areas of businesses and/or where appropriate as long as it is down-wind from the tour vehicle and away from other participants. Excessive drinking that makes you sick, interferes with your ability to safely chase the next day, or negatively affects others on the Tour in any way, will not be tolerated and a customer who persists in this type of behavior will be subject to immediate expulsion from the trip as per paragraph E.1. above. Illegal or recreational drugs of any kind, at any time on the trip, will not be tolerated and customers found using them or under the influence will be subject to immediate expulsion from the trip as per paragraph E.1. above.

**G. MEDICAL CONDITION.** Participants should be in good physical condition and are responsible for reviewing the physical activity level included in a Tour. USA Tornado Tours, LLC is not liable if Participant is unable to participate in any Tour activities due to Participant's physical limitations. Participant represents that Participant does not have any medical condition, which would put Participant at risk or other participants traveling in the Tour at risk. Such conditions may include, but are not limited to, viral or bacterial infections, heart conditions or heart disease, conditions which cause seizures or fits, leg cramps from sitting for two (2) hours or more at a time, psychological ailments, such as anxiety or phobias and environmental sensitivities such as severe allergies. In event that a Participant is unable to commence or continue a Tour due to any medical condition, the Participant is not entitled to any refund and no refunds shall be provided due to any medical condition.

**H. MISCELLANEOUS.**

1. Arbitration. PARTICIPANT AGREES THAT IN THE UNLIKELY EVENT THAT A DISPUTE OR CONTROVERSIES OCCUR OR AN ACTION IN LAW OR EQUITY ARISES OUT OF THE OPERATION, CONSTRUCTION, OR INTERPRETATION OF THIS AGREEMENT, OR BECAUSE OF THE RELATIONSHIP CREATED BY THIS AGREEMENT, SUCH CLAIM OR

CONTROVERSY OR BREACH OF THIS AGREEMENT, AND CLAIMS OF NEGLIGENCE OR OTHER CLAIMS ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE TOUR OR ASSOCIATED ACTIVITIES ENABLED BY THIS AGREEMENT WILL BE SETTLED BY ARBITRATION IN OKLAHOMA CITY, OKLAHOMA, AND NOT BY OR IN A COURT OF LAW, AND BY THE PROCEDURAL RULES IMPOSED BY THE ARBITER. JUDGEMENT, WHICH MAY INCLUDE REASONABLE ATTORNEY'S FEES, EXPERT FEES, AND OTHER COSTS OF ARBITRATION, UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT POSSESSING JURISDICTION TO ENTER AND ENFORCE ARBITRATION AWARDS. USA TORNADO TOURS, LLC WILL INITIALLY PAY ALL THE EXPENSES AND FEES OF THE ARBITRATOR AND ADMINISTRATIVE FEES. THE ARBITRATOR HAS THE DISCRETION TO APPORTION ALL SUCH EXPENSES AND FEES, AS THE ARBITER DEEMS APPROPRIATE.

2. Waiver of Jury Trial. THE PARTIES FURTHER AGREE AND HEREBY WAIVE AND RELEASE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF THE INTERPRETATION, ENFORCEMENT OR BREACH OF THIS AGREEMENT OR ANY ARBITRATION PROVISION OR CLAIMS OF NEGLIGENCE OR OTHER CLAIMS ARISING OUT OF PARTICIPATION IN THE TOUR OR ASSOCIATED ACTIVITIES. IF FOR ANY REASON VENUE DOES NOT LIE IN OKLAHOMA OR THIS AGREEMENT IS NOT INTERPRETED UNDER OKLAHOMA LAW, TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW, THIS PROVISION IS INTENDED TO WAIVE THE RIGHT TO A TRIAL BY JURY.
  
3. Representations. Participant understands that the practice of "storm chasing" is an unpredictable endeavor and that the possibility exists that there will be no storm activity in our vicinity during the time of our Tour. Moreover, there may be storm activity that is occurring, but which is inaccessible for numerous reasons. Participant understands and agrees that Participant has been given no verbal or written assurance, either expressed or implied, that Participant will witness any storm activity and also understands that the amount of money paid for the Tour is not refundable regardless of the amount of storm activity witnessed. No representations, promises, guarantees, warranties, oral or written, implied or expressed, were made to induce Participant to execute this Agreement other than those stated in the Agreement. **USA TORNADO TOURS, LLC SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, IMPLIED OR EXPRESSED, WRITTEN OR ORAL, RELATED TO THIS AGREEMENT OR THE TOUR, OTHER THAN THOSE MATTERS EXPRESSED IN THIS AGREEMENT.** As an inducement to USA Tornado



Tours, LLC to participate in the Tour, Participant has executed the *Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement*. Participant acknowledges that, but for the execution of the aforementioned agreement, USA Tornado Tours, LLC would not permit Participant to attend the Tour. USA Tornado Tours, LLC may substitute other activities as they see fit at any time during the tour period.

4. Severability. If any provision of this Agreement is for any reason held to violate any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and entirety of this Agreement shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes for this Agreement, in which event this Agreement shall be canceled and terminated.
5. Governing Law and Venue Determination. This Agreement shall be subject to and governed under the laws of the State of Oklahoma, without regard to conflict of law principles. The parties agree that venue for purpose of any and all lawsuits, causes of actions, arbitrations, or other disputes shall be in Oklahoma City, Oklahoma.
6. Attorney Fees & Damages. In the event legal proceedings are brought to interpret or enforce the terms of this Letter, the prevailing party will be entitled to recover actual costs, reasonable attorney's fees and expert witness fee in addition to any other relief to which that party may be entitled.
7. Assignment. A Party may not transfer or assign this Agreement without the prior written consent of the other party.
8. Entire Agreement. This Agreement contains the entire understanding between the parties. It supersedes all prior simultaneous communications, agreements, or understandings between the parties provided under this Agreement. A modification of this Agreement is not binding unless the modification is in writing and signed by an authorized representative of both parties.
9. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Signatures will only be deemed valid as original signatures when signed in the presence of the tour leader, at request, before the tour begins. No electronic signatures will be deemed valid.
  
11. Participant's Age. Participant acknowledges and represents that Participant is at least eighteen (18) years of age and that Participant has read, understood, and fully accepted the terms of this Agreement prior to signing it. Participant fully intends for this waiver and the release to also apply to any relatives, personal representatives, heirs, or assigns who might pursue any legal action or claim on my behalf. Participant has read this Agreement and waiver carefully and having done so Participant is signing it voluntarily.

***THIS IS AN IMPORTANT BINDING LEGAL DOCUMENT. PLEASE READ  
IT CAREFULLY BEFORE AGREEING!***