

AIRCRAFT CHARTER AGREEMENT

Contents

| | |
|---|-----------|
| AIRCRAFT CHARTER AGREEMENT..... | 1 |
| This AIRCRAFT CHARTER AGREEMENT | 3 |
| Definitions: | 3 |
| Charter Services: | 3 |
| Price of Charter Services: | 4 |
| Payment Schedule: | 4 |
| Passenger Manifest: | 4 |
| Terms and Conditions:..... | 4 |
| Insurance:..... | 5 |
| Indemnification: | 5 |
| FET and Segment Taxes: | 5 |
| Regulatory Compliance:..... | 5 |
| Independent Contractor:..... | 5 |
| Charter Flight Operations Rights and Responsibilities: | 6 |
| Delays and Cancellations: | 7 |
| Termination: | 8 |
| Disclaimer of Warranties: | 8 |
| Governing Law and Jurisdiction:..... | 8 |
| Severability:..... | 8 |
| Corporate Identity: | 9 |
| Notices: | 9 |
| Waiver and Modification: | 9 |
| Headings:..... | 9 |
| Independent Legal Counsel: | 9 |
| No Party Deemed Drafter:..... | 9 |
| Entire Agreement: | 9 |
| ADDITIONAL TERMS, CONDITIONS, REFUNDS, AND CANCELLATIONS | 10 |
| Responsibility Of Booking Party..... | 10 |
| Things You Can and Cannot Carry On Our Flights..... | 10 |

Confirmations 10

Cancellation Policy..... 10

Passenger Weights 10

Valid Identification..... 10

International Flights..... 11

Weather..... 11

Packaged Excursions, Tours, And Events..... 12

Indemnification 13

Damage To Equipment And/or Facilities..... 14

Acceptance 14

Media 14

Glacier Representatives 15

Hazardous Materials..... 15

Smoking..... 15

Intoxicated Passengers 15

Payment 15

Passenger Manifest Completion 15

This AIRCRAFT CHARTER AGREEMENT (“Agreement”) is by and between CUSTOMER, and GLACIER Aviation Services, Inc. (hereinafter collectively referred to as “GLACIER”), incorporated under the laws of the State of Montana, whose address is PO Box 583, West Glacier, Montana 59936.

THE DATE of this Agreement is that which is contained in the DETAIL OF SERVICES PROVIDED Section.

Recitals:

GLACIER is in the business of providing aircraft charter services and GLACIER desires to provide such services to CUSTOMER.

CUSTOMER desires to utilize GLACIER’s aircraft charter services.

NOW, THEREFORE, incorporating the foregoing recitals and in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CUSTOMER and GLACIER intending to be legally bound, hereby covenant and agree as follows:

Definitions:

“Aircraft” shall mean a Gulfstream Commander 1000 aircraft operated by GLACIER.

“Flight Crew” shall mean one (1) pilot, a captain.

“Charter Flight” shall mean any aircraft takeoff and landing in performance of GLACIER’s aircraft charter services.

“Manifest” shall mean Glacier Aviation Services’ Passenger Manifest.

“Terms and Conditions” shall mean Glacier Aviation Services’ terms and condition of service provided by GLACIER as contained in the attached TERMS AND CONDITIONS supplement.

“Aircraft Charter Services” shall mean those services prescribed in DETAIL OF SERVICES PROVIDED.

“Hazardous Materials” shall mean any article or substance the transportation of which by air is prohibited, restricted, or otherwise affected by any rule or governmental regulation.

“Domestic Flights” shall mean any flight in which the flight departs and lands within the Continental Boundaries of the United States.

“International Flights” shall mean any flight in which the departure and destination or intermediate landing is in 2 different Countries.

Charter Services:

A. GLACIER will provide an aircraft with flight crew to CUSTOMER in accordance with the DETAIL OF SERVICES PROVIDED for transportation of CUSTOMER or CUSTOMER’s guests. Passengers are to be at the departure location 30 minutes prior for Domestic Flights and 60 minutes for International Flights. GLACIER may, without prior notice and in its sole discretion, substitute one or more alternate aircraft for the

aircraft, which alternate aircraft shall be substantially like and at least equivalent in capacity and general capabilities as the aircraft.

B. GLACIER will provide in-flight catering services as contained in the DETAIL OF SERVICES PROVIDED, attached. Beverage service shall be consistent with GLACIER's standard beverage service practices. GLACIER, at its sole discretion, may limit or eliminate such services due to flight times or flight conditions.

C. GLACIER may provide additional services to CUSTOMER upon CUSTOMER's request that are mutually agreed upon by the parties subject to a written as contained in the DETAIL OF SERVICES PROVIDED.

Price of Charter Services:

A. Total price of this Agreement is contained in the DETAIL OF SERVICES PROVIDED.

B. Not included in the price of this Agreement.

1. Fuel costs over \$6.00 per gallon; deicing; special on flight catering requests, or intermediate unscheduled landings due to weather, or CUSTOMER requests, which will be charged to CUSTOMER as an additional cost.

2. Other additional services requested by CUSTOMER in accordance with DETAIL OF SERVICES PROVIDED; and additional costs that may be incurred by GLACIER in accordance with this Agreement.

Payment Schedule:

A. Contract Price:

1. Payment is to be made by wire transfer to GLACIER's depository bank as follows:

a. Payment of 50% is due on acceptance of this agreement.

b. The balance of the Payment shall be prior to departure of the aircraft from its base location.

c. If a credit card is used to submit payment a 5.0% [five percent] service fee will be added to the cost of the services provided.

Passenger Manifest:

The completion of the Passenger Manifest in its entirety is a material part of this Agreement and is required for GLACIER to comply with Federal Regulations, aircraft performance requirements, and other safety related requirements. This Agreement is INCOMPLETE in the absence of the Passenger Manifest being completed.

Terms and Conditions:

In addition to this AGREEMENT the TERMS AND CONDITIONS attached are an integral part of this Agreement as if fully integrated herein. It is a requirement of the CUSTOMER to inform each passenger of these TERMS AND CONDITIONS prior to the flight. Any non-acceptance of the TERMS AND CONDITIONS by passengers at the time of boarding will prevent the passenger boarding the flight. In such cases no refund will be provided by GLACIER.

It is strongly encouraged that the CUSTOMER forward the TERMS AND CONDITIONS supplement to the passenger prior to the flight to receive written acknowledgement thereof.

Insurance:

GLACIER shall maintain insurance for the Aircraft and GLACIER's operation thereof, at no expense to CUSTOMER.

Indemnification:

A. GLACIER agrees to protect, defend, indemnify, release and hold harmless CUSTOMER, and affiliated companies, contractors and subcontractors, and the directors, officers, employees, and representatives of CUSTOMER from and against any and all claims, demands, causes of action, damages, and costs, including attorneys' fees, for personal injury, death, or property damage sustained by any person, directly or indirectly arising out of, or in connection with, the services provided hereunder. Notwithstanding the foregoing, GLACIER shall not be required to protect, defend, indemnify, release and hold harmless, CUSTOMER from and against acts of terrorism or acts of war. GLACIER's indemnification is limited by the terms of its insurance.

B. CUSTOMER agrees to protect, defend, indemnify, release and hold harmless GLACIER, its parent, subsidiary, and affiliated companies, its co-owners, contractors and subcontractors, and the directors, officers, employees, and representatives of GLACIER from and against any and all claims, demands, causes of action, damages, and costs, including attorneys' fees, (a) for a personal injury, death, or property damage sustained by any person, directly or indirectly, due to any fault or negligence of CUSTOMER or its guests arising out of, or in connection with, the services provided hereunder, and (b) for all any and all penalties, damages, fines, or other liability that any governmental entity may impose upon GLACIER due to any fault, negligence, responsibility, or failure of responsibility on the part of CUSTOMER.

FET and Segment Taxes:

If the CUSTOMER is a Charter Broker the CUSTOMER is solely responsible for the collection, reporting, and payment of all federal, state, local, and Segment Taxes for this flight. If the CUSTOMER is not a Charter Broker GLACIER does not include federal, state, local, and Segment Taxes for this flight in our quote unless it is stated in the DETAIL OF SERVICES PROVIDED.

Regulatory Compliance:

GLACIER shall ensure the Aircraft is always appropriately registered with the Federal Aviation Administration. GLACIER shall obtain and maintain in full force and effect all certificates, licenses, permits, and authorizations that are necessary for the use and operation of the Aircraft in accordance with this Agreement including certification under Part 135 of the Federal Aviation Regulations.

Independent Contractor:

GLACIER is, and shall always remain, an independent contractor of CUSTOMER in providing the charter services. All persons providing services in connection with the provisions of such charter services provided by Glacier shall be and remain agents solely of GLACIER and subject only to the supervision of GLACIER's supervisory personnel. Except as specifically provided herein, neither of the parties shall act or represent or hold itself out as having authority to act as an agent or partner of the other party, or in any way bind or

commit the other party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being individually responsible only for its obligations as set forth in this Agreement. If a travel company or other entity assists or provides CUSTOMER with services related to the charter flights or makes arrangements for hotel accommodations, tours or land travel, then such company or other entity shall act solely as a representative of CUSTOMER and not of GLACIER.

Charter Flight Operations Rights and Responsibilities:

A. CUSTOMER and all passengers shall observe the instructions of GLACIER's flight crew, employees, and agents. The aircraft and its crew will always be under the exclusive command and control of the Captain. The Captain shall not be obligated to comply with any request from a CUSTOMER or any passenger. The CUSTOMER agrees the Captain shall have full authority concerning all decisions necessary for the safety of the aircraft, its passengers, crew, and cargo, including, but not limited to loading, load, distribution, stowage, unloading of baggage and cargo, how the charter flight shall be operated, whether the agreed route can be followed and the location of any landing or intermediate landing.

B. If GLACIER, at its sole discretion, determines an airport or any facilities at any airport are inadequate for safe operation, or if landing is prohibited or restricted by law or operating conditions, then GLACIER may, without liability of any kind to CUSTOMER or any passengers, substitute the nearest point at which suitable facilities are available and landing can be made. If the flight lands at an alternate airport and is unable to continue to its scheduled destination due to weather conditions, air traffic control delays, or other causes outside GLACIER's reasonable control; then GLACIER, if requested by the CUSTOMER, shall use its reasonable efforts to make alternative transportation arrangements for the passengers. The CUSTOMER shall reimburse GLACIER for costs incurred by GLACIER in making such arrangements.

C. If any delay more than thirty (30) minutes of the scheduled departure time of a charter flight is caused through the action or at the request of CUSTOMER or the passengers, and such delay creates additional costs to GLACIER, then CUSTOMER agrees to reimburse GLACIER for the reasonable costs incurred by GLACIER as a direct result of such delays. GLACIER will charge the CUSTOMER for any such additional costs.

D. GLACIER will accept baggage subject to the following conditions:

1. Total allowable baggage per passenger shall not exceed the limit of two pieces collectively weighing no more than fifty (50) pounds in the aggregated average.
2. All baggage is subject to search and inspection at any time.
3. GLACIER will not accept baggage, the size, weight, or character of which makes it unsuitable for transportation on the aircraft, as determined in the sole discretion by GLACIER.
4. No firearms and/or hazardous materials may be transported on any GLACIER aircraft.
5. GLACIER will not accept for carriage any cargo other than the baggage of passengers; and

6. GLACIER is not responsible or liable for any damage and/or loss of any items in passenger baggage or the baggage itself.

E. GLACIER shall have the right without refund or reduction of the charter services fee to utilize any unused passenger or cargo space in the Aircraft for the transportation of GLACIER's own personnel or cargo.

F. The CUSTOMER shall be responsible for all damage caused by passengers to the property of GLACIER, excepting reasonable wear and tear. Upon prior written notice to the CUSTOMER, the cost to repair any such damage will be charged separately at the actual cost incurred. Prior to making such repairs or replacement for damaged property, written notice shall be provided to CUSTOMER outlining specifically the damage, where applicable the date of such damage and any other details necessary for determination of potential liability by CUSTOMER.

Delays and Cancellations:

A. If the aircraft described above is not available for any charter flights scheduled as contained herein, then GLACIER, at GLACIER's sole expense, shall secure substitute transportation for the passengers equal to the transportation required to be provided by GLACIER in accordance with this Agreement. If GLACIER is not able to secure equal transportation for CUSTOMER's passengers, GLACIER shall immediately refund to CUSTOMER the payment(s) made for the cancelled flight(s).

B. GLACIER shall not be liable to CUSTOMER or any passengers for any damage, loss, cost, or expense arising out of or in connection with the cancellation of any charter flight due to the failure to receive timely issuance of all necessary approvals, clearances, permits and operating authority by or from governmental authorities, including, without limitation, landing, Customs, and overflight rights. GLACIER shall use its reasonable and timely efforts to obtain issuance of all such approvals, clearances, permits and operating authority on a timely basis. If any charter flight or any portion of a charter flight is cancelled due to a failure to receive on a timely basis any approval, clearance, permit, or operating authority, then GLACIER shall refund to CUSTOMER all payments received by GLACIER applicable to such charter flight.

C. GLACIER's obligation to perform charter flights is contingent upon CUSTOMER making the advanced payment in accordance with this Agreement. GLACIER shall not be liable to CUSTOMER or any passengers for any damage, loss, cost, or expense arising out of or in connection with the cancellation of any charter flight due to nonpayment.

E. Force Majeure GLACIER shall be liable to the CUSTOMER for any loss, failure or delay in the performance of any of their respective obligations herein due to events beyond GLACIER'S control, including, but not limited to; weather whether actual, threatened or reported; strikes; lockouts; other industrial; labor disturbances; acts of public enemy; wars,; acts of terrorism; riots; epidemics; lightning; earthquakes; hurricanes; arrests; explosions; accident to or failure of the aircraft or any part of component thereof, for any other mechanical equipment; failure of public utilities, unavailability of fuel; inability to secure operating approval; seizure under legal process; sanctions; quarantine restrictions; fire; smog; fog; flood; act of God; any restricted acts of government; bomb threats; unavailability of insurance

coverage at commercially reasonable rates due to civil or political unrest or acts of terrorism; and any other event beyond the control of the parties.

F. If any charter flights are cancelled at the request of CUSTOMER, a cancellation charge is to be computed as follows:

1. If a charter flight is cancelled more than thirty (30) calendar days prior to the date of the charter flight is to depart from its point of origin as contained in the Outline of Services then the cancellation charge shall be ten percent (10%) of the total price quoted in the DETAIL OF SERVICES PROVIDED.

2. If the charter flight is cancelled less than thirty (30) calendar days prior to the date the charter flight is to depart from its point of origin as prescribed herein, then the cancellation charge shall be fifty percent (50%) of the total price quoted in the DETAIL OF SERVICES PROVIDED.

3. If the charter flight is cancelled less than seven (7) calendar days prior to the date the charter flight is to depart from its point of origin as prescribed herein, then the cancellation charge shall be one hundred percent (100%) of the total price quoted in the DETAIL OF SERVICES PROVIDED, however, GLACIER may provide for rescheduling the cancelled flight subject to availability, for a 20% rescheduling fee.

Termination:

GLACIER may terminate this Agreement the event CUSTOMER commits any material default hereunder which CUSTOMER fails to remedy any default within 7 days of the services to be provided by GLACIER in the DETAIL OF SERVICES PROVIDED. Notwithstanding the foregoing, GLACIER may terminate the term of this Agreement immediately if CUSTOMER declares bankruptcy, becomes insolvent, ceases its normal business operations.

Disclaimer of Warranties:

Except as expressly set forth in this Agreement, GLACIER makes no representations or warranties, express or implied, with respect to the aircraft.

Governing Law and Jurisdiction:

This agreement shall be governed, construed, and interpreted by, through and under the laws of the State of Montana, Flathead County District Court, Kalispell, Montana venue. CUSTOMER expressly consents to the personal jurisdiction and venue of the local, state, and federal courts of Montana for all disputes arising out of this agreement.

Severability:

The provision of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions herein.

Corporate Identity:

As used herein, the term "GLACIER" shall include any corporation which is at any time a parent, affiliate, or subsidiary of GLACIER.

Notices:

Any notice required to be or otherwise given hereunder shall be sufficient if in writing, and sent certified or registered mail, return receipt requested, first-class postage prepaid, as contained in the DETAIL OF SERVICES PROVIDED.

Waiver and Modification:

No waiver of any provision and no modification of this Agreement shall be valid unless the same is in writing and signed by both parties; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such or any other time. Any changes to the designated flight time schedule or change of the operation by GLACIER requested by CUSTOMER of additional charter flights services, other than those set forth herein, must be set forth in writing and mutually agreed by the parties.

Headings:

The headings used herein are for the convenience of the parties only and shall not be used to define, enlarge, or limit any term of this Agreement.

Independent Legal Counsel:

CUSTOMER and GLACIER acknowledges that CUSTOMER and GLACIER have read all of the provisions of this Agreement; understands all the provisions of this Agreement; has sought and/or had the opportunity to seek independent legal counsel and advice regarding the legal effects of each and every provisions herein; agrees to be bound by said provisions; and does so under no duress, no undue influence, nor coercion.

No Party Deemed Drafter:

The Parties acknowledge they substantially and materially contributed to the preparation of this Agreement and agree that none of them shall be deemed drafter of this Agreement. In the event this Agreement is construed by a court of competent jurisdiction, such court shall not construe this Agreement or any of its provisions against any of the Parties as the drafter.

Entire Agreement:

This Agreement, together with the attached TERMS and CONDITIONS and DETAILS OF SERVICES PROVIDED, contains the entire agreement and understanding by and between GLACIER and CUSTOMER with respect to this Agreement. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect of the same.

GLACIER AND CUSTOMER have duly executed this Agreement as of the day hereby evidenced by signature.

ADDITIONAL TERMS, CONDITIONS, REFUNDS, AND CANCELLATIONS

Responsibility Of Booking Party

When the booking party makes reservations on behalf of other passengers, they assume the responsibility to make each and every passenger they book, to be aware and informed of these terms and conditions as a condition to be a passenger on our flights.

Things You Can and Cannot Carry On Our Flights.

- No drugs are allowed on our flights except over the counter or prescription drugs. No marijuana or other drug is permitted in your baggage or on your person even if it may be legal in the departure State.
- We do not allow weapons of any kind on our flights unless declared and approved by us in writing.
- No alcohol of any kind is allowed on our aircraft with the exception of beverages we serve you.

We do not allow gum or candy on our aircraft.

Confirmations

When you submit a reservation request it is NOT a confirmation until we respond after reviewing the submitted information. You will receive email confirmation from us when it is accepted. We cannot always confirm a reservation at the same date or time you request and may respond with the closest time available. Once you have confirmation from us we will send detailed instructions to you the night before the flight. We usually do this before 6 PM. Please be at your departure location 30 minutes prior to your scheduled flight.

Cancellation Policy

You can cancel your reservation prior to 14 Days before your flight. This must be done IN WRITING by email so there is no confusion. When communicating, please have the name of the person who made the reservation originally included in the communication. Include the name, date, and time of your flight that is booked. We only fly when conditions are based on actual conditions, not forecasts. If we can operate the flight and you decide that conditions are not optimal for you, you will be charged a cancellation fee. If you cancel within 14 days of your flight you will be charged 50% of the flight cost. If we cancel due to weather or other conditions, there is no cancellation fee charged.

Passenger Weights

Passengers and baggage are subject to weighing at the time of the flight. Prior to your flight you will be provided with a passenger manifest form to be completed and our dispatch department will plan the flight according to the information provided in the manifest form. If the actual weights are substantially different at the time of the flight it may result in additional fuel stops from the originally quoted flight as a result of decreased fuel capacity. In this case there will be additional fees incurred due to unplanned refueling.

Valid Identification

The FAA requires each passenger to present a government-issued photo identification card in order to board an aircraft, such as a driver's license or passport.

GLACIER reserves the right to refuse carriage to CUSTOMER or to any passenger whose documents are incomplete or who has not complied with the applicable laws, regulations, orders, demands or travel requirements. GLACIER shall not be liable for loss or expense due to the failure of CUSTOMER or passengers to comply with applicable law and regulations.

International Flights

It is very important that names on international manifest match exactly to the passport of other documentation required by governments. It is your responsibility to ensure that the names listed on our manifest form match exactly with your passport.

Each Passenger desiring transportation across any international boundary is responsible for obtaining prior to travel and presenting upon request at any time all necessary travel documents, which shall be in good condition, and for complying with the laws of each country flown from, through or into which he/she desires transportation. Any Passenger who, by failing to comply with the laws of each country flown from, through or into which he/she desires transportation, causes GAS any loss, damage or expense of any kind, consents and acknowledges that he or she shall reimburse GAS for any such loss, damage or expense. GAS is not liable for any assistance or information provided by any employee or agent of GAS to any Passenger relating to such documents or compliance with such laws, or for the consequences to any Passenger resulting from his/her failure to obtain and present such documents, which shall be in good condition, or to comply with such laws. Where legally permitted, GAS reserves the right to hold, photocopy or otherwise reproduce a travel document presented by any Passenger. GAS also reserves the right to deny boarding to any Passenger whose necessary travel documents are not in good condition according to GAS's reasonable belief, or which otherwise do not comply with laws of the specific country the Passenger is departing from, transiting through, or traveling to.

Subject to applicable laws and regulations, the Passenger must pay the applicable fare whenever GAS, on government order, is required to return a Passenger to his/her point of origin or elsewhere due to the Passenger's inadmissibility into/or deportation from a country. The fare will be the applicable fare in effect at the time of the return travel. Any difference between the applicable fare and the fare paid will be collected from the Passenger. GAS will apply to the payment of such fares any funds or miles paid by the Passenger for unused carriage or any funds of the Passenger in possession of or accessible/available to GAS. The fare collected for carriage to the point of refusal of entry or deportation, as well as for return travel, will not be refunded by GAS.

This Rule and its limitations include, but are not limited to, Travel Documents related to travel by minors. Parents/guardians of minors are responsible for compliance with all requirements and procedures for minors travelling internationally, including, but not limited to documentary evidence, such as a notarized letter of relationship and permission for the minor's travel from the parent or legal guardian not present.

Weather

We cannot guarantee the weather so if areas have ground obscurations, bumpy air, or overcast skies you should take that into consideration prior to booking. We reserve the right to modify flight paths due to the weather. We can reschedule your flight if the weather is a substantial factor subject to availability. ALL

FLIGHT TIMES ARE APPROXIMATE. OUR OPERATIONS ARE SUBJECT TO CANCELLATION DUE TO, WEATHER, FLIGHT RESTRICTIONS, FAA LIMITATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. IF WE CANCEL THE FLIGHT AND CANNOT RESCHEDULE IT WE WILL PROVIDE A COMPLETE REFUND FOR ONLY THE UNUSED PORTION.

Right To Refuse Service | We Only Speak and Understand English

We reserve the right to cancel (with a full refund to the passenger) any reservation in which a typographical error on the website caused an erroneous display of either pricing or availability during the ordering process or after order confirmation. We reserve the right to refuse service to any person for any reason; however, service will not be refused based on your age, race, color, sex, or national origin. However, if your age, physical condition, language spoken, or disability prevent you from exercising, following, or understanding safety instructions from the pilot or other company representatives you are assuming all risks associated with the limitations imposed by your physical condition, ability to understand or ability to communicate with us when booking the reservation.

GLACIER may refuse to transport or may remove any passenger from any charter flight for any of the reasons set forth below. Upon such removal, GLACIER shall not be required to refund any charter payments made by CUSTOMER for such charter flight:

1. If GLACIER's Captain determines that such passenger's conduct is disorderly, abusive or violent, or such passenger:
 - (a) appears to be intoxicated or under the influence of drugs.
 - (b) attempts to interfere with any member of the flight crew.
 - (c) appears to be mentally deranged or incapacitated.
 - (d) engages in any action that might jeopardize the safety or comfort of other passengers.
 - (e) causes any unusual hazard or risk to himself/herself or to other persons or to property.

Packaged Excursions, Tours, And Events.

We may act as an agent for suppliers of various travel goods and services including but not limited to ground transportation, hotel accommodations, airplane flights, meals, tours, cruises, and/or other services. We may work with these suppliers in selling travel-related services and/or in accepting reservations or bookings for services that may not be directly supplied, managed, or otherwise provided by us. We attempt to work with only suppliers that have shown an acceptable level of stability, dependability, and responsiveness to problems and complaints; nevertheless, we cannot and do not control the actions or inactions of the suppliers it represents. Therefore, we shall not be responsible for any breach of contract, failure to comply with any laws including but not limited to the Americans with Disabilities Act (ADA), or any intentional or negligent actions or omissions on the part of such suppliers resulting in any loss, property damage, delay, inconvenience, or personal injury to travelers, travelers' companions, or group members, including but not limited to any losses resulting from changes in

suppliers' rates, losses in connection with bookings, reservations, connections, or scheduling problems, or losses arising out of the handling or loss of baggage or other personal effects. We shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures or deficiencies, diseases, local laws, climatic conditions, abnormal conditions or developments, or any other actions, omissions, or conditions outside our control.

Waiver, Release of Liability and Terms Of Use And Assumption Of Risk

The undersigned Participant being above age eighteen (18), or the Parent or Legal Guardian of the undersigned Participant, who is under age eighteen (18), in consideration for the privilege of participating in any services offered by Glacier Aviation Services, Inc., a Montana Corporation, hereinafter referred to as GLACIER, and utilizing GLACIER equipment, facilities and transportation services acknowledges and agrees.

Indemnification

In consideration of the risk of injury while participating in the "Activity", and as consideration for the right to participate in the Activity, you hereby, for yourself, your heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Glacier Aviation Services, Inc., its affiliates, managers, members, agents, attorneys, staff, volunteers, representatives, predecessors, heirs, successors and assigns, for any injury, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death, that you may suffer as a direct result of your participation in the Activity, including traveling to and from an event related to this Activity. Your use of the services and equipment of GLACIER is at your risk. Neither GLACIER, our affiliates, nor any of our or their respective officers, directors, members, agents, or other representatives will be liable for any damages including direct, indirect, incidental, consequential, special or punitive damages, including, without limitation, loss of income, profit or good will, loss of or damage to property and claims of third parties, arising out of your participation in the Activity. You agree to indemnify and hold harmless GLACIER against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by you or anyone on your behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by you or by anyone else acting on your behalf. You understand and acknowledge that use of the facilities, equipment and services provided by GLACIER involve certain inherent risks. Inherent risks as defined under Montana 27-1-753, MCA, the Montana Recreation Responsibility Act, means those dangers or conditions which are characteristic of, intrinsic to, or an integral part of any sport or recreational opportunity. Pursuant to Montana 27-1-753, MCA, the Montana Recreation Responsibility Act, any person who takes part in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for any and all damage, injury, or death to himself or other persons or property that results from the inherent risks in that sport or recreational opportunity. By signing this waiver, you are asserting that your

participation in any sport or recreational activity with GLACIER is voluntary and that you are assuming the inherent risks associated with such activity. You hereby release, waive, discharge, and covenant not to sue Glacier Aviation Services, Inc., nor any of its agents, volunteers, assistants, or employees from all claims arising in direct relation to your assumption of risk. This is not to include actions based upon negligence of the provider wherein the damage, injury or death is not the result of an inherent risk of the sport or recreational opportunity pursuant to Montana 27-1-753, MCA, the Montana Recreation Responsibility Act. You have read and fully understand this waiver of liability and intend by your signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law. You acknowledge that GLACIER and their managers, members, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Glacier Aviation Services, Inc. If you desire financial protection against personal injuries, you must obtain protective insurance, including without limitation life insurance, health insurance, and/or liability insurance if you injure another person. You further agree that venue for any disagreement that might arise between you and GLACIER shall be in the District Court for Flathead County, Montana.

Damage To Equipment And/or Facilities

If any damage to equipment or facilities occurs because of your willful actions, neglect or recklessness, you acknowledge and agree to be held liable for any and all costs associated with any actions of your neglect or recklessness. If any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

Acceptance

By accepting the service from GLACIER, you affirm that you are 18 years or older, and that you freely accept this agreement. You certify that you have read this agreement, that you fully understand its content, have the legal authority to accept the terms and conditions in this document, on behalf of yourself and the Participants that you have booked for this Activity and intend to authorize the participation in the above-noted Activity and to release GLACIER from any and all liability resulting therefrom. You acknowledge that this release cannot be modified orally, nor without written consent to alter this release signed by both you and the manager of GLACIER. You are aware that this is a release of liability and a contract and that you are accepting of your own free will.

Media

Photographs or other footage or medium ("Medium") may be taken during your trip and some photographs may be used for our commercial purposes, including but not limited to, in connection with the offering for advertising, or promoting, or sale of a product, merchandise, goods, or services connected with GLACIER. The Participant grants permission to use Participant's likeness and Medium without

payment or consideration made to them. Participant realizes these Medium become the property of GLACIER and will not be returned. Participant authorizes GLACIER to use, edit, copy, publish or exhibit any Medium for any lawful purpose.

Glacier Representatives

On certain flights there may be GLACIER customer service representatives, flight attendants, pilots, or other agents on your flight for the purpose of facilitating the flight, training, or other purposes required by our company.

Hazardous Materials

We do not carry hazardous materials. You are required to declare any such materials in your baggage or on your person prior to making travel arrangements with us. We need to know if you will be traveling with lithium batteries, medical oxygen, wheelchairs with batteries. No camping fuels, alcohol, aerosols, or any other type of flammable liquids are allowed. If you are unsure if an item may be hazardous, you must report the suspected item to one of our representatives.

Smoking

Smoking (including use of electronic simulated smoking materials and smokeless cigarettes) is not permitted on any flights operated by GAS. Use of betel nut (i.e., betel chewing) or any other type of chewing tobacco is also prohibited on all flights operated by United. Federal law also prohibits smoking in an airplane lavatory. Individuals are subject to FAA enforcement action and substantial monetary penalties for violation of this law and related regulations. By purchasing transportation, the Passenger agrees to comply with GAS's policy on smoking and use of other smokeless materials, as well as applicable federal law, and GAS reserves the right to seek reimbursement from any Passenger whose failure to do so causes GAS any loss, damage or expense.

Intoxicated Passengers

It is not legal for us to allow passengers to board our aircraft if they are, or appear to be, intoxicated. No passenger may consume alcohol brought on our aircraft by the passenger. If a passenger gets intoxicated during the flight, we will not allow the passenger to consume any more alcohol. If the action of the passenger is deemed to be threatening by the pilot to the safety of flight or other passengers and the pilot is required to land the aircraft to avoid injury to the aircraft, crew, or passengers the passenger will be removed from the aircraft and prevented from further travel. Any such unscheduled landing will result in the addition of substantial fees charged to the passenger.

Payment

All fees are paid in advance before departure from our base 48 HOURS in advance. A credit card must be on file for incidental expenses.

Passenger Manifest Completion

The booking broker or the booking customer must complete the Passenger Booking Contact and Manifest Form before any flight reservation is confirmed by us.