

CAMP BOULDER LTD TERMS AND CONDITIONS

Last updated: 2021-03-07

<https://www.campboulder.com/terms-and-conditions>

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES. PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Camp Boulder Ltd, Inc. operating as Camp Boulder Ltd, (hereafter referred to as “Camp Boulder Ltd”, “we”, “us”, or “our”) provides an online platform that connects owners who have RVs (as defined below) to rent with renters seeking to rent such RVs, which platform is accessible at campboulder.com and any other websites through which Camp Boulder Ltd makes the platform available (collectively, the “Site”) with any other products or services made available by Camp Boulder Ltd, all of the foregoing are, collectively, the “Services”. By using the Services, you agree to comply with and be legally bound by these Terms of Service (“Terms”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and all Collective Content (defined below), and your participation in the Referral Program (defined below), and constitute a binding legal agreement between you and Camp Boulder Ltd. Please read carefully these Terms and our Privacy Policy, which may be found at <https://www.campboulder.com/privacypolicy> and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Services. Failure to use the Services in accordance with these Terms may subject you to civil and criminal penalties.

THE SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH OWNERS (DEFINED BELOW) MAY CREATE LISTINGS (DEFINED BELOW) FOR RVs (DEFINED BELOW) AND RENTERS (DEFINED BELOW) MAY LEARN ABOUT AND BOOK RVs. YOU UNDERSTAND AND AGREE THAT CAMP BOULDER LTD IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN OWNERS AND RENTERS, NOR IS CAMP BOULDER LTD AN RV BROKER, AGENT OR INSURER. CAMP BOULDER LTD HAS NO CONTROL OVER THE CONDUCT OF OWNERS, RENTERS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY RVs, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

Key Terms

- “**RV**” means recreational vehicles.
- “**Camp Boulder Ltd Content**” means all Content that Camp Boulder Ltd makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.
- “**Collective Content**” means Member Content and Camp Boulder Ltd Content. “Content” means text, graphics, images, music, software (excluding the Application), audio, video, information, and any other content or materials.
- “**Renter**” means a Member who requests a booking of an RV via the Services, or a Member who uses an RV and is not the Owner for such RV.
- “**Owner**” means a Member who creates a Listing via the Services.
- “**Listing**” means a vehicle that is listed by an Owner as available for rental via the Services.
- “**Member**” means a person who completes Camp Boulder Ltd’s account registration process, including, but not limited to Owners and Renters, as described under “Account Registration” below.
- “**Member Content**” means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Services.
- “**Tax**” or “**Taxes**” mean any sales taxes, goods and services taxes (GST) and other similar municipal, state and federal indirect or other withholdings and personal or corporate income taxes.

Certain areas of the Services (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these terms and Terms and Conditions posted for a specific area of the Services, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Services.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SERVICES, OR BY PARTICIPATING IN THE REFERRAL PROGRAM, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE US. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES OR TO PARTICIPATE IN THE REFERRAL PROGRAM.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Modification

Camp Boulder Ltd reserves the right, at its sole discretion, to modify the Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will post the modification on the Services or provide you with notice of the modification. We will also update the “Last Updated Date” at the top of these Terms. By continuing to access or use the Services after we have posted a modification on the Services or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

Other Policies

You agree that you will comply with all written Camp Boulder Ltd rules, agreements, and policies that are made available by Camp Boulder Ltd on the Services and which are incorporated herein by reference. These include, without limitation:

- Fees Policy
- Cancellation Policy
- Insurance Policy
- RV Eligibility Policy
- Booking Agreement (available at the time of booking)
- Charter Party Agreement (available at the time of booking)
- Or any other policies posted on the Services

Minimum Age

The Services are intended solely for persons who are 18 or older. Any access to or use of the Services by anyone under 18 is expressly prohibited. By accessing or using the Services you represent and warrant that you are 18 or older. The minimum age to rent an insured vehicle is 25 years old.

How the Services Work

The Services can be used to facilitate the listing and booking of RVs. Such RVs are included in Listings on the Services by Owners. You may view Listings as an unregistered visitor to the Services; however, if you wish to book an RV or create a Listing, you must first register to create a Camp Boulder Ltd Account (defined below).

Camp Boulder Ltd’s responsibilities are limited to: (i) facilitating the availability of the Services and (ii) serving as the limited agent of each Owner for the purpose of accepting payments from Renters on behalf of the Owner.

PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICES ARE INTENDED TO BE USED TO FACILITATE THE BOOKING OF RVS. CAMP BOULDER LTD CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS AND THE CONDITION, LEGALITY OR SUITABILITY OF ANY RVS. CAMP BOULDER LTD IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND RVS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE AT THE RENTER’S AND OWNER’S OWN RISK.

Renter Eligibility and Application Process

The following are the minimum eligibility requirements as a renter:

You must hold a current, valid (non-temporary) driver’s license, and present your license to the owner when you begin your rental. You must be at least 25 years of age. You must be approved by Camp Boulder Ltd through identify verification and other background checks that the company requires. You are required to demonstrate at least three years of current, licensed driving history and must hold a valid Driver’s License. If you hold a foreign license, you must be at least 25, and you will be required to provide your passport, an international driver permit or a photograph of your current driver license. You must possess a mobile phone in your own name that we can verify through text message and you must be a registered user of Camp Boulder Ltd.

Application Process

The application process is usually easy and quick. When you rent your first RV, we ask for your payment information, your personal information and your Drivers' License information or International Driver Permit so that we can ensure you meet our eligibility requirements. In most cases, the driver eligibility check takes seconds, as long as we can verify all of your information. Camp Boulder Ltd may use third party source(s) to complete your eligibility check and will not share information outside of this scope.

In some cases, we may need additional information for verification purposes, and you will be provided with these requirements when you attempt to book an RV or travel trailer, or you may go through our pre-approval process, so you'll be ready when it's time to book.

Account Registration

In order to access certain features of the Services, and to book an RV or create a Listing, you must register to create an account ("**Camp Boulder Ltd Account**") and become a Member. You may register to join the Services directly via the Services or as described in this section.

You can also register to join by logging into your account with certain third-party social networking sites ("**TPA**") (including, but not limited to, Facebook); each such account, a "**Third Party Account**", via our Services, as described below. As part of the functionality of the Services, you may link your Camp Boulder Ltd Account with Third Party Accounts, by either: (i) providing your Third Party Account login information to Camp Boulder Ltd through the Services; or (ii) allowing Camp Boulder Ltd to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to Camp Boulder Ltd and/or grant Camp Boulder Ltd access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating Camp Boulder Ltd to pay any fees or making Camp Boulder Ltd subject to any usage limitations imposed by such third party service providers. By granting Camp Boulder Ltd access to any Third Party Accounts, you understand that Camp Boulder Ltd will access, make available and store (if applicable) any Content that you have provided to and stored in your Third Party Account ("**TPA Content**") so that it is available on and through the Services via your Camp Boulder Ltd Account and Camp Boulder Ltd Account profile page. Unless otherwise specified in these Terms, all TPA Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts will be available on and through your Camp Boulder Ltd Account on the Site, Services and Application. Please note that if a Third Party Account or associated service becomes unavailable or Camp Boulder Ltd's access to such Third Party Account is terminated by the third party service provider, then TPA Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your Camp Boulder Ltd Account and your Third Party Accounts, at any time, by accessing the "Account" section of the Site and Application.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS.

Camp Boulder Ltd makes no effort to review any TPA Content for any purpose, including but not limited to, for accuracy, legality or non-infringement and Camp Boulder Ltd is not responsible for any TPA Content.

We will create your Camp Boulder Ltd Account and your Camp Boulder Ltd Account profile page for your use of the Services based upon the personal information you provide to us or that we obtain via a TPA as described above. You may not have more than one (1) active Camp Boulder Ltd Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Camp Boulder Ltd reserves the right to suspend or terminate your Camp Boulder Ltd Account and your access to the Services if you create more than one (1) Camp Boulder Ltd Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Camp Boulder Ltd Account, whether or not you have authorized such activities or actions. You will immediately notify Camp Boulder Ltd of any unauthorized use of your Camp Boulder Ltd Account.

RV Listings

As a Member, you may create Listings. To this end, you will be asked a variety of questions about the RV to be listed, including, but not limited to, the VIN, registration information, value, location, size, features, availability of the RV, pricing, related rules, and financial terms. You acknowledge and agree that Listings will be made publicly available via the Services. Other Members will be able to book your RV via the Services based upon the information provided in your Listing. You understand and agree that once a Renter requests a booking of your RV, the price for such booking may not be altered without contacting customer service. To have your vehicle insured through Camp Boulder Ltd, your vehicle must first pass the Camp Boulder Ltd vehicle requirements certification, must be inspected every 90 days, must be legally registered and cannot have a salvage title. Camp Boulder Ltd reserves the right to request inspection and service records as part of the insurance claims process. Insurance is not available for salvage title vehicles.

You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the booking of, or Renter use of, an RV in a Listing you post (i) will not breach any agreements you have entered into with any third parties and (ii) is in compliance with all applicable state, municipal and federal laws, Tax requirements, and rules and regulations that may apply to any RV included in a Listing you post, including, but not limited to, insurance requirements, Department of Motor Vehicle regulations, zoning laws, and laws governing rentals and operation of RVs and (b) not conflict with the rights of third parties. Please note that Camp Boulder Ltd assumes no responsibility for an Owner's compliance with any applicable laws, rules and regulations.

Camp Boulder Ltd is not responsible for any damages to an RV rented through the Camp Boulder Ltd site and you will hold Camp Boulder Ltd harmless for any claims related to damages, injury, insurance claims, towing, service or repairs, tolls, fines, traffic violations.

Camp Boulder Ltd reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Camp Boulder Ltd, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Services.

You understand and agree that Camp Boulder Ltd does not act as an insurer or as a contracting agent for you as an Owner. If a Renter requests a booking of your RV and uses your RV, any agreement you enter into with such Renter is between you and the Renter and Camp Boulder Ltd is not a party thereto. Notwithstanding the foregoing, Camp Boulder Ltd serves as the limited authorized agent of the Owner for the purpose of accepting payments from Renters on behalf of the Owner and is responsible for transmitting such payments to the Owner.

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a booking of your RV, including, but not limited to, requiring Members to have a profile picture or verified phone number, in order to book your RV. Any Member wishing to book RVs included in Listings with such requirements must meet these requirements; however, as noted below, we do not attempt to confirm or verify such information.

No Endorsement

Camp Boulder Ltd does not endorse any Members or any RVs. In addition, although these Terms require Members to provide accurate information, we do not attempt to confirm, and do not confirm, any Member's purported identity or other information provided by such Member. You are responsible for determining the identity and suitability of others who you contact via the Services. Except as provided by the Camp Boulder Ltd Terms and Conditions, we will not be responsible for any damage or harm resulting from your interactions with other Members.

By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal or financial remedy from Camp Boulder Ltd with respect to such actions or omissions.

Accordingly, we encourage you to communicate directly with other Members on the Services regarding any bookings or Listings made by you. This limitation shall not apply to any claim by an Owner against Camp Boulder Ltd regarding the remittance of payments received from a Renter by Camp Boulder Ltd on behalf of an Owner, which instead shall be subject to the limitations described in the section below entitled

"Limitation of Liability"- Bookings and Financial Terms

If you are an Owner and a booking is requested for your RV via the Services, you may be required to either confirm or reject the booking within 24 hours of when the booking is requested (as determined by Camp Boulder Ltd in its sole discretion) or the booking request may be automatically canceled. When a booking is requested via the Services, we will share with you (i)

the first and last name of the Renter who has requested the booking, and, (ii) a link to the Renter's Camp Boulder Ltd Account profile page, so that you can view such information before confirming or rejecting the booking. If you are unable to confirm or decide to reject a booking of an RV within such 24 hour period, any amounts collected by Camp Boulder Ltd for the requested booking may be refunded to the applicable Renter's credit card and any pre-authorization of such credit card will be released. When you confirm a booking requested by a Renter, Camp Boulder Ltd will send you an email, text message or message via the Services confirming such booking, depending on the selections you make via the Services.

The fees displayed in each Listing are comprised of the RV Fees (defined below) and the Renter Fees (defined below.) Where applicable, Taxes may be charged in addition to the RV Fees and Renter Fees. The RV Fees, the Renter Fees and applicable Taxes are collectively referred to in these Terms as the "Total Fees". The amounts due and payable by a Renter solely relating to an Owner's RV which are actually collected by Camp Boulder Ltd are the "RV Fees". Please note that it is the Owner and not Camp Boulder Ltd who determines the RV Fees. The RV Fees may include cleaning fees, security deposits, pre-paid fuel charges, at the Owner's discretion.

Camp Boulder Ltd charges fees to Renters based upon a percentage of applicable RV Fees, which are the "Service Fees" and an insurance fee, "Insurance Fees", which is required by our insurance underwriter. The Service Fees and Insurance Fees are added to the RV Fees to calculate the Total Fees (which will also include applicable Taxes) displayed in the applicable Listing. Camp Boulder Ltd will collect the Total Fees at the time of booking confirmation (i.e. when the Owner confirms the booking within 24 hours of the booking request) and will initiate payment of the RV Fees (less Camp Boulder Ltd's Service Fees and Insurance Fees) to the Owner two business days after of when the Renter arrives at the applicable RV (except to the extent that a refund is due to the Renter). Failure to charge any of the fees or other indulgences shall not constitute a waiver of the right to exercise the same in the event another fee should become due at any other time.

Appointment of Camp Boulder Ltd as Payment Agent for Owner

Each Owner hereby appoints Camp Boulder Ltd as the Owner's limited agent solely for the purpose of facilitating payments made by Renters on behalf of the Owner.

Each Owner agrees that payment of RV fees made by a Renter to payment processor, provided by Camp Boulder Ltd, shall be considered the same as a payment made directly to the Owner and the Owner will make the RV available to Renter in the agreed-upon manner as if the Owner has received the RV Fees. Each Owner agrees that Camp Boulder Ltd may, in accordance with the cancellation policy selected by the Owner and reflected in the relevant Listing, (i) permit the Renter to cancel the booking and (ii) refund to the Renter that portion of the RV Fees specified in the applicable cancellation policy. In accepting appointment as the limited authorized agent of the Owner, Camp Boulder Ltd assumes no liability for any acts or omissions of the Owner.

Please note that Camp Boulder Ltd does not currently charge fees for the creation of Listings. However, you acknowledge and agree that Camp Boulder Ltd reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings, or for other features of the Services. Please note that Camp Boulder Ltd will provide notice of any such additional fees via the Services, prior to implementing such fees.

Bookings and Financial Terms for Renters

The Owners, not Camp Boulder Ltd, are solely responsible for honoring any confirmed bookings and making available any RVs reserved through the Services. If you, as a Renter, choose to enter into a transaction with an Owner for the booking of an RV, you agree and understand that you will be required to enter into an agreement with the Owner and you agree to accept any terms, conditions, rules, and restrictions associated with such RV imposed by the Owner. You acknowledge and agree that you, and not Camp Boulder Ltd, will be responsible for performing the obligations of any such agreements, that Camp Boulder Ltd is not a party to such agreements, and that, with the exception of its obligations hereunder to pay RV Fees to the applicable Owner, Camp Boulder Ltd disclaims all liability arising from or related to any such agreements. You acknowledge and agree that, notwithstanding the fact that Camp Boulder Ltd is not a party to the agreement between you and the Owner, Camp Boulder Ltd acts as the Owner's payment agent for the limited purpose of accepting payments from you on behalf of the Owner. Upon your payment of amounts to Camp Boulder Ltd, which are due to the Owner, your payment obligation to the Owner for such amounts is extinguished, and Camp Boulder Ltd is responsible for remitting such amounts, less Camp Boulder Ltd's Owner Fees, to the Owner. In the event that Camp Boulder Ltd does not remit any such amounts to an Owner, such Owner will have recourse for such amounts only against Camp Boulder Ltd.

Listings for RVs will specify the Total Fees. As noted above, the Owner is required to either confirm or reject the booking within 24 hours of when the booking is requested (as determined by Camp Boulder Ltd in its sole discretion) or the requested booking may be automatically canceled. If a requested booking is canceled (i.e. not confirmed by the applicable Owner), any

amounts collected by Camp Boulder Ltd will be refunded to such Renter, depending on the selections the Renter makes via the Services, and any pre-authorization of such Renter's credit card will be released, if applicable.

You agree to pay Camp Boulder Ltd for any confirmed bookings made in connection with your Camp Boulder Ltd Account in accordance with these Terms by one of the methods described on the Site or Application – e.g. by cash or credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking directly by Camp Boulder Ltd. You also authorize Camp Boulder Ltd to charge the Renter's credit card in the event of damage caused on an RV as contemplated under "Damage to RVs" below and for Security Deposits (as defined below), if applicable. Once a confirmed booking transaction is completed you will receive a confirmation email in Camp Boulder Ltd summarizing the confirmed booking.

You agree that you may not use the Camp Boulder Ltd Services and then complete a booking of an RV transaction outside of the Camp Boulder Ltd Services in order to circumvent the obligation to pay any portion of Service Fees related to Camp Boulder Ltd provision of the Services. If you circumvent any portion of the Service Fees related to the Camp Boulder Ltd Software, Camp Boulder Ltd reserves the right to reject or deny the related transaction as (i) a valid transaction, (ii) no insurance coverage will be applied to the rental and, (iii) all other insurance coverages may be suspended and, (iv) Camp Boulder Ltd will have no responsibility nor obligation to the parties engaged in the transaction.

You agree to pay Camp Boulder Ltd for the Total Fees for any booking requested in connection with your Camp Boulder Ltd Account if such requested bookings are confirmed by the applicable Owner. In order to establish a booking pending the applicable Owner's confirmation of your requested booking, you understand and agree that Camp Boulder Ltd, on behalf of the Owner, reserves the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Total Fees or (ii) charge your credit card a nominal amount, not to exceed one dollar (\$1) to verify your credit card. Once Camp Boulder Ltd receives confirmation of your booking from the applicable Owner, Camp Boulder Ltd will collect the Total Fees in accordance with these Terms and the pricing terms set forth in the applicable Listing. Please note that Camp Boulder Ltd cannot control any fees that may be charged to a Renter by his or her bank related to Camp Boulder Ltd's collection of the Total Fees, and Camp Boulder Ltd disclaims all liability in this regard.

In connection with your requested booking, you will be asked to provide customary billing information such as name, billing address and credit card information either to Camp Boulder Ltd or its third party payment facilitator. You agree to pay Camp Boulder Ltd for any confirmed bookings made in connection with your Camp Boulder Ltd Account in accordance with these Terms by one of the methods described on the Site or Application. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by Camp Boulder Ltd or indirectly, via a third party online facilitating payments or by one of the payment methods described on the Services. You also authorize Camp Boulder Ltd to charge your credit card in the event of damage caused on an RV as contemplated under "Damage to RVs" below and for Security Deposits (as defined below), if applicable. If you are directed to Camp Boulder Ltd's third-party payment facilitator, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your confirmed booking transaction is completed you will receive a confirmation email summarizing your confirmed booking.

Security Deposits

Camp Boulder Ltd's Owners customarily include a security deposit in their Listings ("Security Deposits"). For all Security Deposits included in a Listing for a confirmed booking of RV, Camp Boulder Ltd will, in its capacity as the payment agent of the Owner, use its commercially reasonable efforts to obtain a pre-authorization of the Renter's credit card in the amount the Owner determines for the Security Deposit within a reasonable time prior to the Renter's check-in at the applicable Owner's RV. Camp Boulder Ltd will also use its commercially reasonable efforts to address Owners' requests and claims related to Security Deposits, but Camp Boulder Ltd is not responsible for administering or accepting any claims by Owners related to Security Deposits, and disclaims any and all liability in this regard.

Service Fees

In consideration for providing the Services, Camp Boulder Ltd collects service fees from Owners and Renters ("Service Fees"). Service Fees are made up of three (3) components: (i) Renter Service Fees, (ii) an Owner Service Fee that is charged to the Owner based upon a percentage of the amount of the RV Fees ("Owner Fees") and (iii) an Insurance Fee that is required by the company's insurance underwriter. Where applicable, Taxes may also be charged in addition to the Owner Fees. Camp Boulder Ltd Fees are deducted from the RV Fees before remitting the RV Fees to the Owner, within 24 hours of when the Renter arrives at the applicable RV. Renter Fees are, as noted above, included in the Total Fees.

Balances will be remitted to Owners, by Camp Boulder Ltd, via payment methods described on Services. Remittance currency will be that of the destination bank provided by Owner. Except as otherwise provided herein, Service Fees are non-refundable.

Renter Verification

As a Renter, you are required to provide certain personal information through the Camp Boulder Ltd renter verification program in order to rent insured RVs on Camp Boulder Ltd, asked to provide a valid (i) Driver's License Number, State of Issue, your Name and Address, (ii) DOB, (iii) SSN, (iv) verification of at least 3 years driving experience, (v) completion of the renter questionnaire, (vi) current insurance provider, (vii), your international drivers permit and a valid Passport (for international renters).

Damage to RVs

As the operator of the RV, you are responsible for leaving the RV in the condition it was in when you picked up the RV. You acknowledge and agree that as a Renter, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who you invite to, or otherwise provide access to the RV. In the event that an RV Owner claims otherwise and provides evidence of damage, including but not limited to, photographs, you agree to pay the cost of replacing the damaged items with equivalent items. After being notified of a claim and given forty-eight (48) hours to respond, the payment will be charged to and taken from the credit card on file in your Camp Boulder Ltd Account. You agree that unless you have purchased or have been qualified for insurance through Camp Boulder Ltd that you will hold Camp Boulder Ltd harmless and that Camp Boulder Ltd has no responsibility for any damages that you cause to an owners' RV or to any person. You also agree that as a renter, your personal insurance will act as primary to any coverage you purchase through Camp Boulder Ltd. Camp Boulder Ltd also reserves the right to charge the credit card on file in your Camp Boulder Ltd Account, or otherwise collect payment from you and pursue any avenues available to Camp Boulder Ltd in this regard, including using Security Deposits, in situations in which you have been determined, in Camp Boulder Ltd's sole discretion, to have damaged the RV, including, but not limited to, in relation to any payment requests made by RV Owner, and in relation to any payments made by Camp Boulder Ltd to RV Owners. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any damage to the RV to the applicable RV Owner or to Camp Boulder Ltd (if applicable). If a vehicle has been damaged during the rental period and the damage occurred as a result of vandalism or there is a suspicion of vandalism, a police report must be filed by the owner of the damaged vehicle before an insurance claim can be processed.

Both Renter and RV Owner agree to cooperate with and assist Camp Boulder Ltd in good faith, and to provide Camp Boulder Ltd with such information and take such actions as may be reasonably requested by Camp Boulder Ltd, in connection with any complaints or claims made by Members relating to RVs or any personal or other property located at an RV or with respect to any investigation undertaken by Camp Boulder Ltd or a representative of Camp Boulder Ltd regarding use or abuse of the Site, Application or the Services. If you are a Renter, upon Camp Boulder Ltd's reasonable request, and to the extent you are reasonably able to do so, you agree to participate in mediation or similar resolution process with an RV Owner, at no cost to you, which process will be conducted by Camp Boulder Ltd or a third party selected by Camp Boulder Ltd with respect to losses for which the RV Owner is requesting payment from Camp Boulder Ltd under these terms.

Cancellations and Refunds

If, as a Renter, you cancel your requested booking before the requested booking is confirmed by an Owner, Camp Boulder Ltd will cancel any pre-authorization to your credit card and/or refund any nominal amounts charged to your credit card in connection with the requested booking within a commercially reasonable time. If, as a Renter, you wish to cancel a confirmed booking made via the Services, either prior to or after arriving at the RV, the cancellation policy of the Owner contained in the applicable Listing will apply to such cancellation. Our ability to refund the RV Fees and other amounts charged to you will depend upon the terms of the applicable cancellation policy. Details regarding refunds and cancellation policies are available via the Services.

If an Owner cancels a confirmed booking made via the Services, (i) Camp Boulder Ltd will refund the Total Fees for such booking to the applicable Renter within a commercially reasonable time of the cancellation and (ii) the Renter may receive an email or other communication from Camp Boulder Ltd containing alternative Listings and other related information. If the Renter requests a booking from one of the alternative Listings and the Owner associated with such alternative Listing confirms the Renter's requested booking, then the Renter agrees to pay Camp Boulder Ltd the Total Fees relating to the confirmed booking for the RV in the alternative Listing, in accordance with these Terms. If an Owner canceled a confirmed

booking and you, as a Renter, have not received an email or other communication from Camp Boulder Ltd, please contact us.

Taxes

IRS regulation, regarding federal tax reporting requirements, stipulates that Camp Boulder Ltd must collect IRS Form W-9 from all Owners in the United States. You understand and agree that you are solely responsible for determining your applicable Tax reporting requirements in consultation with your tax advisors.

Camp Boulder Ltd cannot and does not offer Tax-related advice to any Members of the Site, Application and Services. Additionally, please note that each Owner is responsible for determining local indirect Taxes and for including any applicable Taxes to be collected or obligations relating to applicable Taxes in Listings.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Services and Content. In connection with your use of our Services, you may not and you agree that you will not:

- violate any local, state, provincial, national, park, campground or other law or regulation, or any order of a court, including, without limitation, zoning restrictions, admiralty law and Tax regulations;
- use manual or automated software, devices, scripts, robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Services or Content;
- use the Services for any commercial or other purposes that are not expressly permitted by these Terms;
- copy, store or otherwise access any information contained on the Services or Content for purposes not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Services in connection with the distribution of unsolicited commercial email (“spam”) or advertisements unrelated to lodging in a private residence;
- “stalk” or harass any other user of our Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Camp Boulder Ltd Renter or Owner;
- offer, as an Owner, any RVs that you do not yourself own or have permission to rent
- offer, as an Owner, any RV that may not be rented pursuant to the terms and conditions of an agreement with a third party;
- register for more than one Camp Boulder Ltd Account or register for an Camp Boulder Ltd Account on behalf of an individual other than yourself;
- contact an Owner for any purpose other than asking a question related to a booking such Owner’s RVs or Listings;
- contact a Renter for any purpose other than asking a question related to a booking or such Renter’s use of the Site, Application and Services;
- when acting as a Renter or otherwise, recruit or otherwise solicit any Owner or other Member to join third party services or websites that are competitive to Camp Boulder Ltd, without Camp Boulder Ltd’s prior written approval;
- use automated scripts to collect information or otherwise interact with the Services;
- use the Services to find an Owner or Renter and then complete a booking of an RV transaction independent of the Services in order to circumvent the obligation to pay any Service Fees related to Camp Boulder Ltd’s provision of the Services;
- as an Owner, submit any Listing with a false or misleading price information or submit any Listing with a price that you do not intend to honor;
- post, upload, publish, submit or transmit any Content that, in Camp Boulder Ltd’s sole judgment: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive;
- (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

- systematically retrieve data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Services, or any individual element within the Services, Camp Boulder Ltd's name, any Camp Boulder Ltd trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Camp Boulder Ltd's express written consent;
- access, tamper with, or use non-public areas of the Services, Camp Boulder Ltd's computer systems, or the technical delivery systems of Camp Boulder Ltd's providers;
- attempt to probe, scan, or test the vulnerability of any Camp Boulder Ltd system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Camp Boulder Ltd or any of Camp Boulder Ltd's providers or any other third party (including another user) to protect the Services or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to scrape assets and content from the website
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

Camp Boulder Ltd will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Camp Boulder Ltd may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Camp Boulder Ltd has no obligation to monitor your access to or use of the Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Camp Boulder Ltd reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Camp Boulder Ltd, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Services.

Privacy

See Camp Boulder Ltd's Privacy Policy at <https://www.campboulder.com/privacypolicy> or information and notices concerning Camp Boulder Ltd's collection and use of your personal information.

Ownership

The Services and Collective Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Services and Collective Content, including all associated intellectual property rights, is the exclusive property of Camp Boulder Ltd and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Collective Content.

Camp Boulder Ltd Content and Member Content License

Subject to your compliance with these Terms, Camp Boulder Ltd grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Camp Boulder Ltd Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Services or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Camp Boulder Ltd or its licensors, except for the licenses and rights expressly granted in these Terms.

Member Content

We may, in our sole discretion, permit Members to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application and Services, you hereby grant to Camp Boulder Ltd a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access,

view, and otherwise exploit such Member Content on, through, or by means of the Services or otherwise. Camp Boulder Ltd does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Services or you have all rights, licenses, consents and releases that are necessary to grant to Camp Boulder Ltd the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Camp Boulder Ltd's use of the Member Content (or any portion thereof) on, through or by means of the Services or otherwise will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Insurance

With its Protection Packages, Camp Boulder Ltd coverage for qualified vehicles and verified renters that have been approved by Camp Boulder Ltd for the insurance coverage. Liability, physical damage, comprehensive and collision insurance coverage is available only for renters during the rental period for rentals that are transacted through the Camp Boulder Ltd software and only where renters have successfully met the conditions stipulated in the verification process and where the vehicle meets the certifications and requirements stipulated in the listing process, and the maintenance and inspection schedule. In addition, insurance coverage is only made available to verified users where use of the Camp Boulder Ltd Services and the full and complete booking of a rental transaction is transacted through the Camp Boulder Ltd system. Any Owner who transacts any portion of rental outside of the Camp Boulder Ltd Services, such transaction will be entirely denied insurance protection. If any Owner circumvents any portion of Camp Boulder Ltd or Camp Boulder Ltd Service Fees, Camp Boulder Ltd reserves the right to reject or deny insurance coverage across all vehicles under management by the Owner or Agency, and all related transactions will be deemed invalid for insurance coverage, and Camp Boulder Ltd will have no responsibility or obligation to provide coverage to any of the parties. Rentals are only insurable in the U.S., Puerto Rico, the U.S. Virgin Islands, U.S. Military locations and U.S. controlled territories and Canada. Any vehicle that attempts to enter into Mexico will not be covered under the insurance program. Vehicles used in the sport or activity of driving through rough terrain are considered to be used in off-roading activity and will not be insured.

Unless otherwise stipulated in the insurance coverage, the Renter is responsible for all damage to the rental, missing equipment, down time, and the RV owner's administrative expenses connected with loss irrespective of the cause of damage or loss or the negligence or lack thereof of Renter. Renter is responsible for loss due to theft of the rental. Renter is responsible for all damages due to vandalism of the rental. When accepting the rental, Renter and Agency or Owner must complete a thorough, comprehensive Walk-Thru report of the rental, noting in writing any and all defects or damage to the rental prior to Renter's acceptance of the same. Renter and Owner must sign and date the RV Departure Checklist in order to qualify for insurance protection. Immediately prior to releasing the vehicle the owner is responsible for completing a full inspection of the interior and exterior of the vehicle with the renter, and must take photos to document its condition immediately prior to departure and immediately upon return.

Upon return of the rental, the Owner must immediately inspect the rental and photograph any damages, and report any losses to Camp Boulder Ltd within 48 hours of the end of the booking or return of the vehicle (whichever occurs first). Camp Boulder Ltd is not responsible for personal property left in the rental. All defects and/or damage to the rental noted in the return inspection which are not noted on the Walk-Through report completed by Renter and Owner when accepting the rental shall be the sole responsibility of Owner and Renter, and Renter shall reimburse the Owner for the cost of the repair. To the extent that the security deposit actually paid to the Owner is insufficient to cover the costs and damages incurred by Renter, Renter will make immediate payment to Camp Boulder Ltd (on behalf of the Owner), upon demand. Owner and Renter must report all accidents or incidents of theft or vandalism to the police as soon as Owner or Renter discover them and provide a copy of the police report to Camp Boulder Ltd. Renter must report all accidents involving the rental to Owner within 24 hours of occurrence and provide a copy of the accident report to Camp Boulder Ltd and the Owner.

Drivers

Renter acknowledges and agrees that no person shall be allowed to drive the rental who is not at least the age of 25, a holder of a valid driver's license in his or her actual possession, and approved through Camp Boulder Ltd verification, insurance or through a third party insurance binder. Renters acknowledge that recreational rentals can be very large and handle differently from passenger cars. The rental requires more skill and expertise to operate safely than an automobile rental. The rental requires more clearance above, in front of, behind, and beside them to operate safely, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent rentals and obstacles on the roadway. Due

to size and handling characteristics, the rental shall not be operated at speeds in excess of 55 miles per hour regardless of the posted speed limit.

Renter and Owner represent and warrant that any person who operates the rental will have passed DMV verification and will have the skill and expertise to do so safely and free from negligence. Renter acknowledges that the qualifications of any driver of the rental are solely at the discretion and risk of Renter and that Camp Boulder Ltd has not evaluated the skill and expertise of any such driver.

Renter acknowledges that Camp Boulder Ltd has no control over the number of passengers a Renter may allow into the rental or the conduct of those occupants while the rental is being operated. Therefore, Renter acknowledges that Renter is solely responsible for the passengers on board the rental as well as the conduct of those passengers, and Renter and Owner shall confirm that both driver and passengers are properly using seat belts while the rental is in motion.

Allowed Use of the Rental

All rentals may only be used on those public roadways with sufficient width and clearance to allow the rental to be operated safely and without damage. Under no circumstances may the rental be operated in rugged terrain or used in the sport of off-roading. If Owner provides a driver for the rental, Renter remains responsible for all damage to the rental, missing equipment, down time, and Owner's administrative expenses connected with damage regardless of whether or not Renter or the driver is at fault. Any violation of these terms will result in loss of insurance coverage.

Under no circumstance shall:

- The rental be driven outside the United States and Canada.
- The Renter allow anything to be towed behind the rental unless specified.
- The awning be unrolled or used without Owner approval.
- Anyone be allowed on the roof of the rental.
- Anyone occupy any towed rental while it is in motion.
- The rental may not be taken into Mexico as Camp Boulder Ltd insurance is not valid in Mexico.

Insurance, Tickets, Tolls & Citations

Renter must purchase Camp Boulder Ltd provided insurance packages or provide an alternative proof of insurance before renting. Insurance fees are collected in conjunction with the Service fees paid to Camp Boulder Ltd. Insurance fees may be adjusted without notice, and on a case by case basis depending upon the frequency and size of claims submitted by RV Owners or Agencies. Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's contractual possession of the rental.

The laws of some states require us to furnish you with the following notices:

WARNING – Any person who knowingly:

- **Alaska:** and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.
- **Arizona and Arkansas:** presents a false or fraudulent claim for payment of a loss or benefit is subject to criminal and civil penalties, or specific to AR: presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- **California, Louisiana, New Mexico and Texas:** presents a false or fraudulent claim for the payment of a loss or benefit (or specific to LA and TX: who knowingly presents false information on an application for insurance) is guilty of a crime and may be subject to fines and confinement in state prison, (or specific to NM: to civil fines and criminal penalties.)
- **Delaware:** and with intent to injure, defraud or deceive an insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.
- **Florida:** and with intent to injure, defraud, or deceive any insurance company files a statement of claim containing false, incomplete, or misleading information is guilty of a felony of the third degree.
- **Idaho and Indiana:** and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information (for Idaho) is guilty of and (for Indiana) commits a felony.
- **Kentucky, New York and Pennsylvania:** and with intent to defraud any insurance company or other person files an application for insurance, or files a statement of claim, containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, specific to PA: subjects such person to criminal and civil penalties and specific to NY: shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

- **New Jersey:** files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
- **Ohio:** with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- **Oklahoma:** and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Additional Warnings

- **Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
- **District of Columbia, Tennessee and Virginia:** It is a crime to knowingly provide false, incomplete or misleading information to an insurer or insurance company for the purpose of defrauding the insurer or insurance company, (or specific to DC: any other person.) Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- **Hawaii:** Presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.
- **Maine:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
- **Minnesota:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
- **New Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638.20.

Maintenance and Breakdown

Owners are responsible for inspecting brakes, tires and LP gas systems every 90 days and shall keep maintenance records affirming that these systems are inspected at a minimum of each 90 days. Tires must be at fifty percent (50%) tread wear or greater for each rental. Rental Agency, Owner and Renters are responsible for inspecting all fluid levels including oil and coolant levels at each refueling. Rental Agency, Owner and Renter are responsible for checking air tire pressure, lug nuts and wheels at each refueling and are responsible for mechanical damages due to negligence in operation and/or maintenance.

Hauling and Delivery

All liability for damages relating to a delivered rental begins when the rental leaves the Rental Agency or Owners place of origin and ends when the rental is returned to the RV owner's place of origin. This includes tire blowout, damage to the rental, or property of the facility where the rental is delivered and/or picked up.

Right of Possession

RV owners shall always have superior right of possession of the rental over Renter. In the event that the RV owner's, officers or employees, in their sole and absolute discretion, determine that the rental is at risk of damage or loss, the RV owner shall have the absolute right, but not the obligation, to recover the rental from Renter regardless of the amount of time remaining in the Rental Agreement. In the event Owner recovers a rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs.

General Requirements

Renter agrees not to drive in a careless or negligent manner while driving a Rented vehicle, nor drive while under the influence of alcohol or drugs, nor permit operation of the vehicle by any person except those who have signed the Camp Boulder Ltd rental agreement and have signed the RV Departure Form and who have passed Camp Boulder Ltd verification procedures. Renter further agrees not to use, or permit use of the rental for unlawful purposes. Renters will hold Camp

Boulder Ltd harmless from any and all fines and penalties incurred during the rental period caused directly or indirectly by negligence, misuse or carelessness. Renter further agrees to indemnify and hold harmless Camp Boulder Ltd from and against any and all claims for loss of, or damage to property, or injury to person, including death, resulting from the use and operation of the rented unit. Unless prohibited by law, you release Camp Boulder Ltd from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle.

Renter shall hold harmless, RV owners, Rental Agencies and Camp Boulder Ltd and its authorized agents and employees from and against all loss, bodily injury, damages and expenses, including legal expenses, of any kind arising from my rental unit during rental possession extending to such time use is finalized and cleared by the RV owner or Rental Agency, including without limitations, latent and other defects whether or not discoverable by you or RV owner or Rental Agency. This indemnity shall continue in effect at all times despite the return of the rental before or after expiration of the contract terms whether by a formal request from RV owner, Agency or otherwise. It is agreed and understood that the RV owner, Agency and Camp Boulder Ltd may control the defense of any such claim. Any violation of these terms will result in denial of insurance coverage.

Damage to RVs

The Renter is responsible for leaving any rented RV in the condition it was in when they picked up the RV. Renter and Owner acknowledge and agree that you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who you invite to, or otherwise provide access to the RV. In the event that an RV Owner or Rental Agency claims otherwise and provides evidence of damage, including but not limited to, photographs, you, the Renter, agree to pay the cost of replacing the damaged items with equivalent items. After being notified of the claim and given forty-eight (48) hours to respond, the security deposit payment will be charged to and taken from the Renter's credit card on file in the Camp Boulder Ltd system. You agree that unless you have purchased or have been qualified for insurance through Camp Boulder Ltd that you will hold Camp Boulder Ltd harmless and that Camp Boulder Ltd has no responsibility for any damages that are caused to an RV or to any person. Camp Boulder Ltd also reserves the right to charge the credit card on file, or otherwise collect payment from you and pursue any avenues available to Camp Boulder Ltd in this regard, including using Security Deposits, in situations in which you have been determined, in Camp Boulder Ltd sole discretion, to have damaged the RV, including, but not limited to, in relation to any payment requests made by the Owner or Agency, and in relation to any payments made by Camp Boulder Ltd to Owners or Rental Agency.

RV Owner and Renter agree to cooperate with and assist Rental Agency or RV in good faith, and to provide Rental Agency or RV with such information and take such actions as may be reasonably requested by Rental Agency or RV, in connection with any complaints or claims made by Renters relating to RVs or any personal or other property located at a RV or with respect to any investigation undertaken by Rental Agency or RV or a representative of Rental Agency or RV regarding use or abuse of the Rental Agency or RV Services. You agree to participate in mediation or similar resolution process, which process will be conducted by Rental Agency or RV or a third party selected by Rental Agency or RV with respect to losses for which the RV Owner is requesting payment from Rental Agency or RV under these terms. Any violation of these terms of service will result in the denial of insurance coverage.

Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that Camp Boulder Ltd is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Camp Boulder Ltd of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Camp Boulder Ltd used herein are trademarks or registered trademarks of Camp Boulder Ltd. Any other trademarks, service marks, logos, trade names, and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Services ("**Feedback**"). You acknowledge and agree that all Feedback will be the sole and exclusive property of Camp Boulder Ltd and you hereby irrevocably assign to Camp Boulder Ltd and agree to irrevocably assign to Camp Boulder Ltd all of your right,

title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Camp Boulder Ltd's request and expense, you will execute documents and take such further acts as Camp Boulder Ltd may reasonably request to assist Camp Boulder Ltd to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Copyright Dispute Policy

Camp Boulder Ltd respects copyright law and expects its users to do the same. It is Camp Boulder Ltd's policy to terminate in appropriate circumstances the Camp Boulder Ltd Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

Termination and Camp Boulder Ltd Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate these Terms or your access to our Services, and (b) deactivate or cancel your Camp Boulder Ltd Account. Upon termination, we will promptly pay you any amounts we reasonably determine we owe you in our discretion, which we are legally obligated to pay you. In the event, Camp Boulder Ltd terminates these Terms, or your access to our Services or deactivates or cancels your Camp Boulder Ltd Account you will remain liable for all amounts due hereunder. Please note that if your Camp Boulder Ltd Account is canceled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Application and Services, including, but not limited to, any reviews or Feedback.

Disclaimers

IF YOU CHOOSE TO USE THE SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT CAMP BOULDER LTD DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, RENTERS AND OWNERS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SERVICES, COLLECTIVE CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CAMP BOULDER LTD EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CAMP BOULDER LTD MAKES NO WARRANTY THAT THE SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY RVS, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. CAMP BOULDER LTD MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, RVS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CAMP BOULDER LTD OR THROUGH THE SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY OWNERS OR RENTERS. YOU UNDERSTAND THAT CAMP BOULDER LTD DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR INSPECT ANY RVS. CAMP BOULDER LTD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RENTERS AND OWNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY CAMP BOULDER LTD.

NOTWITHSTANDING CAMP BOULDER LTD'S APPOINTMENT AS THE LIMITED AGENT OF THE OWNERS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM RENTERS ON BEHALF OF THE OWNERS, CAMP BOULDER LTD EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY RENTER OR OTHER THIRD PARTY.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES AND COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF AND USE OF ANY RVS VIA THE SERVICES, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF THE SERVICES,

WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER CAMP BOULDER LTD NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES, COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, OR FROM YOUR LISTING, BOOKING, OR USE OF ANY RV VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT CAMP BOULDER LTD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE OWNERS PURSUANT TO THESE TERMS, IN NO EVENT WILL CAMP BOULDER LTD'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING, BOOKING OR USE OF ANY RV VIA THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR COLLECTIVE CONTENT AND IN CONNECTION WITH ANY RV OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID FOR BOOKINGS VIA THE SITE, APPLICATION AND SERVICES AS A RENTER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE AN OWNER, THE AMOUNTS PAID BY CAMP BOULDER LTD TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (\$100), IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CAMP BOULDER LTD AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to release, defend, indemnify, and hold Camp Boulder Ltd and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Services or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) booking or use of a RV, (iii) creation of a Listing or (iv) the use, condition or rental of a RV by you, including, but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a RV.

Export Control and Restricted Countries

By using the Services, you represent and warrant that (i) neither you nor your listed RV is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “**terrorist supporting**” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Camp Boulder Ltd does not permit Listings associated with certain countries due to U.S. embargo restrictions.

Reporting Misconduct

If you interact with another user of the Services who you feel is acting or has acted inappropriately, including but not limited to, anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Camp Boulder Ltd by contacting us with your police station and report number via a support ticket; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you. You agree that you are required to resolve any claim related to a payment dispute or an insurance dispute that you may have with Camp Boulder Ltd and any other related party on an individual basis in arbitration, as set forth in the Arbitration section below.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Camp Boulder Ltd and you regarding the Services, Collective Content, and any bookings or Listings of RVs made via the Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Camp Boulder Ltd and you regarding the foregoing.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Camp Boulder Ltd's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Camp Boulder Ltd may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Camp Boulder Ltd (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms will be interpreted in accordance with the laws of the State of Colorado, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state or federal court located in Boulder County, Colorado for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

Dispute Resolution

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE PAYMENT AND INSURANCE DISPUTES WITH CAMP BOULDER LTD AND OTHER PARTIES ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

By agreeing to the Terms, you agree that you are required to resolve any claim related to a payment dispute or an insurance dispute that you may have with Camp Boulder Ltd and any other related party on an individual basis in arbitration, as set forth below. This will preclude you from bringing any class, collective, or representative action against Camp Boulder Ltd and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Camp Boulder Ltd by someone else. Except for disputes relating to payment or an insurance dispute, Camp Boulder Ltd reserves all of its rights to bring any other dispute in any court of competent jurisdiction. The costs and expenses of arbitration, including the fees of the arbitrators but excluding any attorneys' fees, shall be advanced by Camp Boulder Ltd, but will ultimately be borne by the non-prevailing party.

Opt-out of Agreement to Arbitrate. You can decline this agreement to arbitrate by emailing hello@campboulder.com and state "I opt out of arbitration" in the email at the earlier of (i) within 30 days of first registering your account, or (ii) prior to any dispute arising with Camp Boulder Ltd.

You and Camp Boulder Ltd agree that any dispute, claim or controversy related specifically to a payment or insurance claim, under \$25,000 in value arising out of or relating to the company's Terms, whether between you and Camp Boulder Ltd or between you and other Camp Boulder Ltd user, or the existence, breach, termination, enforcement, interpretation or validity thereof, shall be settled by binding arbitration administered by FairClaims (www.FairClaims.com) and not in a court of law, in accordance with its Arbitration Rules & Procedures effective at the time a claim is made. You further agree that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

You consent to electronic service of process, with service to be made to the email address we have on record for your account. You acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class

member in any purported class action or representative proceeding. Unless both you and Camp Boulder Ltd otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and Camp Boulder Ltd each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction relating to any dispute that is properly the subject of this arbitration agreement.

You agree that any and all communications and evidence related to any payment, charge or insurance dispute ultimately resolved by arbitration or mediation with FairClaims arising out of or relating to this agreement shall be held and will remain confidential, and that you will not take any action that will harm the reputation of any of the other parties to the arbitration or mediation or Camp Boulder Ltd, or which would reasonably be expected to lead to unwanted or unfavorable publicity to and of the parties, Camp Boulder Ltd or other entities involved in or incidental to the arbitration or mediation. You understand that those parties and entities include but are not limited to the claimant, respondent, witnesses, and Camp Boulder Ltd.

You agree that, in the event of confirmation and enforcement, the delinquent party to the arbitration will be responsible for any attorney, court or other fees associated with such action.

Notwithstanding any choice of law or other provision in this agreement, the parties agree and acknowledge that this arbitration clause evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and FairClaims Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and FairClaims Rules are found to not apply to any issue that arises under this arbitration clause or the enforcement thereof, then that issue shall be resolved under the laws of the State of Texas.

You and Camp Boulder Ltd agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Further, unless both you and Camp Boulder Ltd otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at http://www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_1.pdf and a separate form for California residents at http://adr.org/aaa/ShowPDF?doc=ADRSTG_0043q14.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of Colorado and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and Camp Boulder Ltd otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Camp Boulder Ltd submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an

award of attorney's fees and expenses, to the extent provided under applicable law. Camp Boulder Ltd will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. The costs and expenses of arbitration, including FairClaims fees and the fees of the arbitrators (but excluding any attorneys' fees), shall be advanced by Camp Boulder Ltd, but will ultimately be borne by the non-prevailing party.

Changes. Notwithstanding the provisions of the "Modification" section above, if Camp Boulder Ltd changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (via a [support ticket](#) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Camp Boulder Ltd's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Camp Boulder Ltd in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General

The failure of Camp Boulder Ltd to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Camp Boulder Ltd. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Camp Boulder Ltd RV Rental Agreement