

## **Operator-Participant Contract**

This Operator-Participant Contract (the "Agreement") sets forth the terms and conditions under which you, the Participant, agree to participate in a public aircraft charter operated by **Champion Event Travel LLC ("CET")**, or the "Operator"), which has its principal place of business located at **13901 Aviator Way, Suite 210, Fort Worth, Texas 76177**. Gridiron Air LLC ("Gridiron" or "Carrier") will act as the Direct Air Carrier to provide the charter flight. As between you and Gridiron, the Gridiron [Conditions of Carriage](#) applies in addition to this Agreement and establishes a separate contract between Participant and Carrier.

The charter transportation will be provided to you and any other passenger who is booked under this Agreement in return for payment of the amount indicated as the total Charter Flight Price on the confirmation letter accompanying this contract. The origin and destination cities for each flight leg, the dates of each flight, the hotels, length of stay at each hotel, ground transportation, and game ticket(s) and the amount and terms for payment will be stated in text on the charter purchase electronic receipt, which is incorporated herein by reference.

### **1. Air Carriers and Aircraft**

The charter will be performed using a Boeing 777-232 aircraft with 288 seats, operated by Gridiron, which is a direct air carrier certified by the Federal Aviation Administration to perform flights pursuant to 14 CFR Part 121. CET reserves the right to change aircraft type, aircraft capacity, or the air carrier performing the charter flight. Refunds and/or compensation will not be given for such substitutions or changes.

### **2. Charter Price**

The Charter Price quoted to Participant includes the Charter Flight Price for air transportation and the price for hotel accommodations, ground transportation, and game ticket(s), as well as all applicable government-imposed taxes and user fees for the itinerary booked with CET. No refund(s) will be granted for services included in the Charter Price, but which Participant chooses not to use, except as expressly provided for herein.

### **3. Reservations and Payment**

Full payment and acceptance of this Agreement are required to secure and confirm tickets. A valid credit card is the only form of payment accepted by CET.

**Payments are processed directly into CET's escrow account at its depository bank, The Huntington National Bank, N.A. When travel is booked by Participant through a retail travel agent or authorized seller, payments may be made to the agent or authorized reseller, which must in turn make payment to the depository bank, The Huntington National Bank, N.A.**

All reservations are confirmed and delivered electronically to the email address(es) provided by Participant or agent acting on behalf of Participant.

### **4. Itinerary Changes and Cancellations**

**The right to refund if the Participant changes plans is limited**, except as outlined below:

- a. Participant may receive a refund by furnishing CET with a Substitute Participant. The balance of the amount paid for the ticket will be refunded after subtracting a \$25 administrative fee per change.
- b. Participant may receive a refund (subtracting a \$25 administrative fee) if CET sells all of the available seats on the aircraft after Participant cancels.

Until the Participant or Member accepts the Agreement, the Participant is entitled to a full refund.

If Participant is entitled to a refund after changing plans, refunds will be made fourteen (14) days after the cancellation or substitution.

#### 5. Major Changes

If CET makes a Major Change prior to the scheduled departure of flight(s) listed on Participant's charter itinerary, Participant has the right to cancel and receive a full refund of the amount paid, returned to the original form of payment.

Participants must provide CET with sufficient contact information to receive notice of a Major Change.

A Major Change means any of the following:

- a. A change in the origin or destination city indicated on the Participant's charter itinerary
- b. A change in the departure or return date of the Participant's charter itinerary, unless the change is due to a flight delay experienced by CET and is less than forty-eight (48) hours
- c. A price increase of more than ten percent (10%) occurring ten (10) or more days before scheduled departure per the Participant's charter itinerary.
- d. A substitution of a hotel named on the charter receipt.

CET will notify the Participant of a Major Change within seven (7) days after first learning of the change, but in any event, at least ten (10) days prior to the scheduled departure of the affected flight. If CET becomes aware that a Major Change must be made less than ten (10) days before the scheduled departure of the impacted flight, CET will notify Participant as soon as possible.

**Within seven (7) days after receiving notification of a Major Change, but in no event later than departure, Participant may cancel their reservation and Participant will receive a full refund of the ticket price within fourteen (14) days after cancellation.**

**If a Major Change occurs after the departure of the flight and Participant informs CET they are unwilling to accept the Major Change, CET will refund the portion of the Participant's ticket price for the services not accepted within fourteen (14) days after Participant's scheduled return date.**

#### 6. Cancellations (Failure to Operate)

If CET must cancel Participant's flight, CET will notify Participant in writing within seven (7) days of the cancellation and at least ten (10) days before the scheduled departure date.

**CET will not cancel a Participant's flight less than ten (10) days before the scheduled departure date, except when due to circumstances that make it physically impossible to perform the flight.** If that occurs, CET will notify the Participant as soon as possible. If CET cancels a flight, it will make a full refund of the ticket price to Participants within fourteen (14) days after cancellation.

7. Refund Requests

Requests for refunds may be submitted by email to: [questservices@gridiron-air.com](mailto:questservices@gridiron-air.com)

8. Trip Insurance

You may optionally purchase trip insurance from a third-party provider. Information regarding third-party providers for trip cancellation, health, and accident insurance is available upon request. All third-party insurance protection is subject to the terms and conditions established by the applicable insurance provider. Contracts for travel insurance are made between the Participant and the insurance third-party provider. CET is not the merchant of record for such transactions and is not liable for the acts or omissions of such third-party providers or insurance coverage under their products.

9. Checked Baggage, Baggage Allowances, and Excess Baggage

Passengers and/or their baggage are subject to security screening, including but not limited to security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning of passengers, and use of electronic or other detectors or screening or security devices, in the sole discretion of the government, airport, or Carrier, and with or without the passenger's presence, consent, or knowledge.

Subject to the restrictions set forth below, Carrier will check the baggage of a Participant for the flight(s) which the Participant's charter itinerary indicates. Participant may not check baggage for transportation on any flight other than the flight(s) they are traveling on themselves. Carrier will not check baggage to a destination other than the final destination indicated on the Participant's charter itinerary.

- a. Acceptance of baggage by Carrier is subject to the following terms and conditions:
  - i. Each piece of baggage must have an identification tag or label on the outside which contains the Participant's name.
  - ii. Carrier may refuse to accept property as baggage which, because of its nature or characteristics, might cause damage to other baggage.
  - iii. Carrier will not accept as baggage any article which cannot be carried in the baggage compartment of the aircraft, except where government requirements do not permit the transport of the article in the baggage compartment and the article is suitable for carriage in the passenger cabin.
- b. Carrier will allow Participants the following checked baggage allowance:

- i. Each ticketed Participant may check two (2) items weighing no more than 50 pounds each.
  - ii. Baggage weight limits are per piece. Checked baggage weight allowances may not be pooled to compensate for variable weight of different checked pieces. In the case of dispute of baggage weight, Carrier's weight scales or best judgment will prevail.
  - iii. Assistive Devices and mobility aids which cannot be carried in the cabin due to space limitations will be considered checked baggage in addition to the included baggage allowance, without charge, provided the Passenger is dependent upon such items.
- c. Excess or Overweight Baggage is not guaranteed to be accepted for travel, but when able, the following provisions apply:
- i. If Carrier is able to accept baggage over the weight and/or quantity allotment provided for by Passenger's ticketed fare class, a baggage charge of one hundred \$100 per piece:

Participants can also bring one carry-on bag, plus one personal item such as a purse, briefcase, laptop/computer (which must be carried on board and cannot be checked) or an item of a similar size or smaller size to those listed. Each carry-on item shall not exceed 22" in height, 14" in length, or 9" in width.

#### 10. Fragile and Perishable Items as Baggage

Carrier may refuse to accept for carriage goods that Carrier reasonably determines to be fragile or perishable. Such items may also be subject to applicable agriculture rules of the destination jurisdiction.

#### 11. Baggage - Limitation of Liability

- a. Carrier's liability for loss of, damage to, or delay in the delivery of baggage or its contents is limited to the proven damage or loss.
- b. Carrier's liability to each Participant for any loss of, damage to, or delay in the delivery of, baggage shall not exceed 1,519 special drawing rights in the case of international carriage to which the Montreal Convention or its predecessor, the Warsaw Convention, applies and, with respect to all other carriage (including domestic carriage) \$4,700, provided that the foregoing limits shall not apply to the following:
  - i. assistive devices and other mobility aids traveling with an individual with a disability in domestic carriage; or
  - ii. where the Montreal Convention (with respect to international carriage) or 14 C.F.R. Part 254 (which respect to domestic carriage) provides for a higher limit.
- c. Carrier is not liable for baggage or other items carried in the passenger compartment of the aircraft or that a passenger may leave at airports.

- d. If a passenger chooses to pack high value, fragile, or perishable items in checked bags, Carrier is not liable for the loss of, damage to, or delay in delivery of such items, except as required by law.
- e. Carrier is not liable for preexisting damage (including minor cuts, scratches, and broken zippers as a result of over packing) or for wear and tear resulting from ordinary handling of baggage.
- f. In the case of loss of, damage to, or delay in delivery of a passenger's personal property, including baggage, a preliminary notice of claim must be submitted to Carrier by the passenger within 24 hours after arrival of the flight on which the baggage was transported or was to be transported. Carrier may deny any claim not presented within 24 hours.
- g. The completed written claim form pertaining to the claimed loss of, damage to, or delay in delivery of a passenger's personal property, including baggage, must be received by Carrier from the passenger within 30 days after the flight date. If the passenger fails to return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at Carrier's discretion), Carrier shall have no further liability.

## 12. Travel Documents and Provisions for International Travel

All transportation is sold and all carriage is performed subject to compliance with applicable government laws, regulations, treaties, and Conventions.

It is the Participant's sole responsibility to obtain and have possession of all required travel documents. Neither Carrier nor CET assumes any responsibility for Participant's compliance with immigration and customs laws and regulations of each country from, through, or to which a charter flight is operated. Neither Carrier nor CET shall be responsible for any information or assistance given to a Participant by any agent in connection with obtaining such necessary documents or complying with such laws and regulations, or any consequence to any Participant resulting from his or her failure to obtain such documents and comply with such laws and regulations.

For all destinations, infants and children traveling without both parents must have a notarized letter from the parent(s) not traveling, a death certificate, or the original court document specifying sole custody. No refunds will be made if improper documentation results in denied boarding or entry. For all CET public charter flights, a government issued photo ID such as a passport or state-issued driver's license is mandatory for all persons 18 years of age or older. For international flights, all Participants, regardless of age, are required to furnish a valid government-issued passport and (where applicable) travel visa. Failure to provide identification at time of check-in will result in denied boarding.

Additional restrictions may be imposed on international Charters by a foreign government. If for any reason, the landing rights by a foreign government are denied, the flight will be canceled with a full refund to the Participant.

## 13. Time and Cutoff Requirements

Failure of a Participant to adhere to the following time requirements may result in the cancellation of the Participant's Charter itinerary, seat assignments, and ancillary purchases made via CET and may result in forfeiture of all monies paid regardless of class of service or fare class purchased.

a. For domestic travel:

- i. Each Participant traveling without checked baggage must have obtained a boarding pass and have been screened by a crewmember or designee of Carrier or CET, in person, at the flight's departure station at least thirty (30) minutes prior to scheduled departure.
- ii. Each Participant traveling with checked baggage must have obtained a boarding pass, surrendered all checked baggage, and have been screened by a crewmember or designee of Carrier or CET, in person, at the flight's departure station at least forty-five (45) minutes prior to scheduled departure.
- iii. All Participants must be onboard the aircraft at least ten (10) minutes prior to scheduled or posted flight departure time.

b. For international travel:

- i. Each Participant traveling on an international itinerary must have obtained a boarding pass, surrendered all checked baggage, and have been screened by an official crewmember or designee of CET, in person, at the flight's departure station at least sixty (60) minutes prior to scheduled departure.
  - ii. All Participants must be onboard the aircraft at least ten (10) minutes prior to scheduled or posted flight departure time.
- c. CET will refuse to transport and/or honor any charter itinerary when such action is reasonably deemed to be necessary to comply with applicable governmental regulations, requirements, or requests.

14. Passenger Rules of Conduct

Carrier may refuse to transport any passenger, and may remove any passenger from its aircraft at any time, for any of the following reasons:

- a. When necessary to comply with any law, regulation, or government directive, or request;
- b. When advisable in Carrier's sole discretion due to weather or other conditions beyond Carrier's control including Acts of God, strikes, civil unrest, embargoes, war, and other similar matters of force majeure;
- c. When a passenger refuses to permit search of his person or property for explosives, weapons, dangerous materials, or other prohibited items;

- d. When a passenger refuses to produce positive identification on request;
- e. When a passenger fails or refuses to comply with any of Carrier's rules or regulations, or any term of the Conditions of Carriage;
- f. When refusal to transport or removal of the passenger is reasonably necessary in Carrier's sole discretion for the passenger's comfort or safety, for the comfort or safety of other passengers or Carrier employees, or for the prevention of damage to the property of Carrier or its passengers or employees. By way of example, and without limitation, Carrier may refuse to transport or may remove passengers from its aircraft in any of the following situations:
  - i. When the passenger's conduct is disorderly, abusive, or violent;
  - ii. When the passenger appears to be intoxicated or under the influence of drugs;
  - iii. When the passenger is barefoot;
  - iv. When the passenger interferes with the flight crew's activities, or fails to obey the instruction of any member of the flight crew;
  - v. When the passenger has a contagious disease that may be transmissible to other passengers during the normal course of the flight;
  - vi. When the passenger is unable to sit in a seat with the seatbelt fastened;
  - vii. When the passenger's behavior may be hazardous or creates a risk of harm to the passenger, the crew, or other passengers or to Carrier's aircraft and/or property, or the property of other passengers;
  - viii. When the passenger is seriously ill, unless the passenger provides a physician's written permission to fly; or
  - ix. When the passenger's conduct, attire, hygiene, or odor creates an unreasonable risk of offense or annoyance to other passengers.

15. Security Agreement

Participant's payments are protected in part by a Surety Trust Agreement held by The Huntington National Bank, N.A.(the "Securer"), 41 S. High Street, Columbus, OH 43215. Unless Participant files a qualified claim with CET, or if CET is unavailable, with the Securer, within sixty (60) days after the completion of the charter (or in the case of cancellation, the intended date of Participant's charter), the Securer will be released from all liability to Participant under the Security Agreement. If there is no return flight in Participant's itinerary, completion means the date or intended date of departure of the last flight in Participant's Itinerary.

16. Responsibility

**CET is the principal and is responsible to Participant for providing public charter air transportation services offered in connection with this Agreement.**

Participant understands that CET, as the Public Charter Operator, and its employees and agents act solely as agents in arranging for any other accommodations or services offered in connection with a CET travel package, and that any such other accommodations or services are not within CET's control or part of this Agreement.

NEITHER CET, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "CET PARTIES"), SHALL BE LIABLE FOR ANY CLAIM, CAUSE OF ACTION, INJURY OR BODILY HARM, LOSS, DAMAGE, OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "LOSSES") ARISING FROM ANY ACT OR OMISSION OF, OR DEFAULT BY, ANY THIRD PARTY, INCLUDING ANY SUPPLIER OF SERVICES, IN CONNECTION WITH PARTICIPANT'S TRAVEL HEREUNDER (INCLUDING WITHOUT LIMITATION HOTEL OVERBOOKING AND LOST RESERVATIONS, MISSED CONNECTIONS, DAMAGED, LOST OR DELAYED BAGGAGE), EXCEPT TO THE EXTENT SUCH LOSS RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (OR, IN THE CASE OF INJURY, BODILY HARM, OR PROPERTY DAMAGE, NEGLIGENCE) OF A CET PARTY. TO THE EXTENT PERMITTED BY LAW, PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS THE CET PARTIES FROM AND AGAINST ANY AND ALL LOSSES BROUGHT BY ANY THIRD PARTY AS A RESULT OF, CAUSED BY, RELATING TO OR ARISING OUT OF PARTICIPANT'S USE OF CET'S SERVICES HEREUNDER.

Without limiting the foregoing, CET shall not be liable for failure to provide charter transportation due to a Force Majeure Event except to the extent required by law. For purposes of this Section, a Force Majeure Event means an event outside of CET's reasonable control which includes, but is not limited to, weather conditions; acts of government or airport authorities (e.g., Air Traffic Control delays, runway closures, airport construction, flow control/control programs); acts of God; pandemic or quarantine; strikes or labor unrest; civil commotions, embargoes, wars or other hostilities, whether actual, threatened or reported; government regulation, demand or requirement; damage to aircraft; emergency situations requiring care, protection or response to protect person or property; or any event that is not reasonably foreseen, predicted or anticipated by CET.

Participant is responsible for complying with all instructions of Carrier and other travel service providers with which Participant elects to deal, including but not limited to hotel check-in and check-out times and re-confirming ground transportation arrangements, and CET shall have no liability for Participant's failure to do so.

#### 17. General

The rights and remedies made available under this Agreement, including the procedures for Major Changes, are in addition to any other rights and remedies available under applicable law. If the Participant accepts a refund or alternative travel arrangements offered by CET, Participant waives all additional remedies available under applicable law. By entering into this Agreement, Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the entire Agreement between the parties with regard to the terms herein and supersedes any prior written or oral agreements or representations. This Agreement can be amended only by CET and such amendments must be signed into effect by both parties. Any oral representations or modifications shall have no force or effect. To the extent not preempted by federal law, this Agreement shall be governed and construed in accordance with the laws of the State of New York, USA, without regard to its conflicts of laws rules. Any claim against CET must be presented in writing within ten (10) days of the date of Participant's return flight, and



CET is expressly not liable for any claims presented after said period, except as otherwise required by law. By purchasing a charter flight, or accepting transportation, under this Agreement, Participant agrees that any lawsuit brought by or on behalf of Participant against CET or Carrier will be brought only in Participant's individual capacity and may not be brought in or asserted as part of a class action proceeding.

18. Section Headings/Waiver

The section headings used in this Agreement are intended for convenience only and in no way limit the scope or substance of any of the provisions of this document. If CET fails to enforce any of the sections of this Agreement or fails to exercise any election, such failure will not be considered a waiver of those provisions, rights, or elections or in any way affect the validity of this Agreement.

19. Customer Service

CET is committed to high-quality service. In the event that a Participant has cause for dissatisfaction during a charter, the Participant is encouraged to contact CET Customer Support at [guestservices@gridiron-air.com](mailto:guestservices@gridiron-air.com) for assistance.

20. Acceptance

Manual execution, or electronic signature or acceptance through the Internet, e-mail, text, or mobile application, whether by Participant or a travel agent as representative of Participant, shall constitute agreement to the conditions of this Agreement.

For telephone sales in which the Participant pays by credit card, CET will send, within 24 hours of accepting payment by credit card, a copy of this Agreement by text, e-mail, or mail to Participant for execution. Participant must execute the Agreement and provide same to CET prior to travel.

A Participant who pays by credit card over the phone and elects not to participate in the charter prior to providing an executed Agreement to CET is entitled to a full refund.