



## **TURTLE ISLAND ADVENTURE PARKS WRISTBAND TERMS AND CONDITIONS**

The following terms and conditions apply to all Turtle Island Wristbands received on or after December 8, 2023.

Each Wristband represents a separate, non-transferable, non-renewable, limited time, revocable license offered by Turtle Island Adventure Parks, LLC, (or any of its affiliated entities), for access to certain restricted areas of Turtle Island, which may include, without limitation, a waterpark area and/or one or more other attractions, subject to the terms and conditions set forth below, and any policies published by Turtle Island, in each case as may be amended from time to time.

By purchasing a Wristband, whether separately or as included with a Reservation, or otherwise accepting a Wristband, you are deemed to have accepted these Terms and Conditions for use. Purchase and use of a Wristband is subject to the regulations of each individual Turtle Island Adventure Park, waterpark, or other attraction, copies of which may be displayed at a Turtle Island Adventure Park or are otherwise available upon request. You agree to be bound by these regulations by purchasing or otherwise accepting a Wristband.

WRISTBANDS ARE NOT FOR RESALE. THE LICENSE GRANTED HERE SHALL INURE ONLY TO THE INDIVIDUAL TO WHOM TURTLE ISLAND DIRECTLY ISSUED THE WRISTBAND. ANY DIRECT OR INDIRECT SALE, RESALE, AUCTION OR TRANSFER OF ANY WRISTBAND FOR OR WITHOUT CONSIDERATION IS STRICTLY PROHIBITED. THE RESTRICTION AGAINST RESALE AND TRANSFER EXTENDS TO ANY "EXCESS" OR "UNUSED" WRISTBANDS OF WHICH ANY INDIVIDUAL MAY COME INTO POSSESSION, WHETHER AS PART OF A RESERVATION OR OTHERWISE. Any Wristband Holder violating this prohibition, including, without limitation, by advertising, posting or otherwise communicating an offer to sell or gift Wristbands will have their license revoked for their entire party and be subject to legal action.

### **Definitions**

**"Turtle Island"** means Turtle Island Adventure Parks, LLC and its affiliated and related companies.

**"Turtle Island Attraction"** means any arcade, amusement, trampoline, waterpark or winter park area or other attraction to which a Wristband is required for admission.

**“Guest Room”** means the room corresponding to a Hotel Reservation at the Sky Dancer Hotel and Casino.

**“Reservation”** means the hotel room booking and guest information related to (a) guest(s) staying at the Sky Dancer Hotel and Casino and patronizing Turtle Island Adventure Parks, LLC.

**“Adventure Park Rules”** means all rules and regulations that may apply to activity in a Turtle Island Adventure Park Attraction, including, without limitation, these Terms and Conditions, any rules posted at the Adventure Park, any rules otherwise communicated as part of a Reservation or other purchase, all water park and Turtle Island Attraction safety rules and all applicable laws.

**“Terms and Conditions”** means these terms and conditions or any other condition that applies to the receipt and/or use of a Wristband.

**“Untethered Wristband”** means as provided under Wristband Types below.

**“Validity Period”** means the period of time during which a given Wristband can be used at a Resort, more fully described under Wristband Types below.

**“Wristband”** means the physical wristband provided as a license to participate in and/or access Turtle Island Adventure Park Attractions to which these Terms and Conditions apply.

**“Wristband Holder”** means the individual to whom Turtle Island or the Sky Dancer Hotel and Casino directly issues a Wristband.

### **Wristband Types**

The following is a non-exhaustive list of Wristband types available at Turtle Island, *provided however*, Turtle Island may have one or more additional or special purpose Wristband types available.

**Guest Room Wristband:** One (1) Wristband is included in a Reservation for each guest registered at the time of check-in, and staying at the Sky Dancer Hotel and Casino during the Reservation period, up to the maximum number of occupants for the room-type reserved. Such Guest Room Wristband is valid only for the period of the corresponding Reservation.

**Tethered Wristband:** Each Guest Room Wristband holder may purchase additional single-day Wristbands for individuals not staying at Sky Dancer Hotel and Casino during the relevant Reservation period for a fee to be determined by Turtle Island from time to time. Such Tethered Wristbands are (i) for use only by invited visitors to Guest Room Wristband holders and not for resale or offer to the general public; (ii) subject to

availability; (iii) valid for a single day only; and (iv) limited to one (1) per Guest Room Wristband holder.

**Untethered Wristband:** Wristbands may be additionally offered for sale by Turtle Island as a day pass without a hotel reservation, or otherwise in connection with special events or promotions. Such Wristbands may be subject to additional terms and conditions as part of the sale.

### **Admission to Turtle Island Attractions**

A Wristband is valid for admission at Turtle Island Adventure Parks from which it was issued and grants a revocable license to the registered, authenticated Wristband holder for admission and use of specified Turtle Island Attractions (unless restricted by conditions which could ultimately prohibit someone from participating safely, including without limitation, height, weight, age, physical limitations such as pregnancy and heart conditions, or observed inappropriate behavior) during the Validity Period. Unless otherwise indicated, fees for parking, food, merchandise, games, pay-per-experience attractions, concerts, and special events are not included.

Turtle Island, in its absolute discretion, reserves the right to vary the opening and closing times of Turtle Island and to close, remove, or cancel all or any part of the trampoline or waterpark, or winter park, events or facilities within Turtle Island Adventure Parks for any reason, including without limitation, technical, health and safety, and/or operational reasons or due to special events or private functions. For the avoidance of doubt, the full value of any part of the value of the Wristband will not be refunded, nor will any compensation be paid or payable if any of the Turtle Island Attractions become unavailable or if any part of the Turtle Island Attractions are closed or removed.

All children under the age of 14 must be accompanied at all times for Turtle Island Attractions by a supervising companion. A “supervising companion” is an individual 14 years of age or older who meets all posted Turtle Island Attraction Rules. Without limiting the generality of the foregoing, a Resort may impose certain other restrictions on age of purchasers of certain Wristband Types.

**Other Admissions Conditions:** Admission to certain attractions, special events and concerts may require an additional charge or be subject to pre-sold admission. All operating dates and hours are subject to change without notice. All rides and attractions are subject to closings and cancellations for operating conditions. Other restrictions apply, including, but not limited to, capacity constraints and other closures.

**Replacement of Wristband:** If a Wristband is lost, stolen, or forgotten, the Wristband can be replaced at the front desk, and a non-refundable replacement fee may be charged. Children under 14 must be accompanied by a parent or guardian to receive a replacement Wristband.

## **Improper Behavior**

A Wristband is a revocable license and may be revoked and/or confiscated by Turtle Island with no refund of purchase price or additional compensation provided for any violation of Turtle Island Rules.

Violation of Turtle Island Rules may result in expulsion from Turtle Island Attractions and Sky Dancer Hotel and Casino.

Included within the Turtle Island Adventure Parks Rules are the expectations that all guests not (i) engage in disorderly conduct, (ii) use abusive or inappropriate language, (iii) wear clothing that is overly revealing or contains non-family friendly messaging or pictures, (iv) display tattoos that contains non-family friendly messaging or pictures, (v) engage in inappropriate interpersonal exchanges, including, without limitation, photographing or videotaping third parties without permission, unwanted physical contact, inappropriate gestures or other communications, or unwanted communication with other guests or staff (including as may be distracting to staff on duty), or (vi) otherwise violate any Turtle Island Rules or applicable laws.

**Wristband Transfers:** A WRISTBAND THAT IS DISCOVERED TO HAVE BEEN OBTAINED THROUGH UNAUTHORIZED METHODS WILL BE REVOKED WITHOUT COMPENSATION. Any attempt to gain admission to Turtle Island with a cancelled or unauthorized Wristband (including as obtained through unauthorized means), or a cancelled Wristband, will constitute a breach of these Terms and Conditions. Turtle Island reserves the right to hold any Wristband Holder responsible for the subsequent unauthorized use of any Wristband within their control. Turtle Island reserves the right to investigate violations and/or alleged violations of these Terms and Conditions. The failure of any person in possession of a Wristband to comply with any investigation will result in their immediate ejection from Turtle Island Adventure Parks and revocation of the Wristband.

## **Dispute Resolution**

EXCEPT AS EXPRESSLY NOTED BELOW, ANY DISPUTE BETWEEN YOU OR ANY OTHER WRISTBAND HOLDER AND TURTLE ISLAND ARISING UNDER, OUT OF, UNDER, IN CONNECTION WITH, OR IN RELATION TO THIS AGREEMENT MUST BE SUBMITTED TO THE TRIBAL COURT OF THE TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS WHICH SHALL HAVE EXCLUSIVE JURISDICTION OVER THE DISPUTE, CONTROVERSY OR CLAIM. In the event of a dispute, controversy, or claim arising out of or relating in any way to these Terms and Conditions or use of the Turtle Island Adventure Parks, the complaining party shall notify the other party in writing.

YOU (FOR YOURSELF, MINOR CHILDREN FOR WHOM YOU MAY BE A SUPERVISING COMPANION, AND EACH OTHER WRISTBAND HOLDER) AND TURTLE ISLAND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL.

WARNING: PHYSICALLY DEMANDING ADVENTURE PARK ATTRACTIONS, SLIPPERY SURFACES, POOLS, AND STREAMS OF WATER ARE INHERENT RISKS WITHIN SOME TURTLE ISLAND ADVENTURE PARK ATTRACTIONS. PLEASE STAY ALERT AND AWARE OF YOUR SURROUNDINGS AND ABIDE BY ALL TURTLE ISLAND ATTRACTION RULES AND REQUIREMENTS INCLUDING BUT NOT LIMITED TO THOSE POSTED WITHIN THE WATERPARK. The Wristband holder assumes all risk incidental to waterparks and water rides and all Turtle Island Adventure Parks Attractions, whether occurring prior to, during, or after the event, including (but not exclusively) the danger of being injured by or in connection with any slippery surface or pools or streams of water, and agrees Turtle Island, and its affiliates, and its and their respective employees, officers, members, and/or agents (collectively, "Turtle Island Team") shall not be liable for bodily and/or severe injury, and/or death, or loss of personal property resulting from such causes. By accepting this wristband and using the Resort premises, the Wristband Holder explicitly agrees not to file any claim or lawsuit against the Turtle Island Team for personal injury, death, or loss of personal property. In any suit filed by a parent on behalf of a minor Wristband Holder, the parent agrees to defend and indemnify the Turtle Island Team. The Wristband Holder, and parent on behalf of any minor Wristband Holder, further agree that any lawsuit filed may only be filed in Turtle Mountain Band of Chippewa Indians tribal courts located in Belcourt, North Dakota, which shall have exclusive jurisdiction.

### **Other Terms & Conditions**

**Permission to Film or Videotape:** Entry into any Turtle Island Adventure Park constitutes consent for Turtle Island to use any film, video, or reproduction of image and/or voice of a Wristband holder for any purpose whatsoever without any payment to the Wristband holder.

**Assumption of Risk:** Guest acknowledges that there are risks inherent in using the premises and Turtle Island Adventure Parks. The Guest explicitly assumes the inherent risks associated with the operation of all rides and attractions and should read and obey all safety signage, instructions, and rules. Turtle Island will not bear any responsibility for bodily injury and/or severe injury and/or death or loss to any person in connection with the condition or use of the trampoline park, water park, amusements and or their entrance into or departure from Turtle Island Adventure Parks.

**Inspection and Search:** As a condition to entrance to any Turtle Island Attractions, Turtle Island reserves the right to inspect any bags, clothing, or other articles prior to entry into any Turtle Island Attractions and to prohibit entry or require removal of items which Turtle Island deems inappropriate or potentially injurious to the Turtle Island Attraction, other patrons of the Turtle Island Attraction and Resort, or employees, or otherwise in violation of any Rules.

**Lost Property:** Turtle Island is not responsible for lost or stolen property.

**Pricing:** Turtle Island is entitled, in its absolute discretion, to change the price payable for Wristbands at any time and for any reason and may from time to time offer pricing or promotional offers at specific Turtle Island Attractions, online, via telephone or through third party channels.

**Refunds:** Wristbands are nonrefundable. This does not affect your statutory rights as a consumer.

**Miscellaneous.** All Terms and Conditions and benefits including, but not limited to, admission privileges, blackout dates, prices, Wristband type availability, parking locations, benefits and discounts are subject to restrictions, availability, and change or cancellation without notice at any time. (1) Turtle Island may delay or waive enforcement of any of the provisions of these Terms and Conditions without losing its right to enforce the same or any other provision later; (2) Wristband holders waive the right to receive notice of any waiver or delay or presentment, demand, protest, or dishonor; (3) should any term herein be deemed invalid or unenforceable, the remaining terms shall remain in full force and effect; and (4) you will send any legal notice or other notice or information that you are required by law to provide or deliver to Turtle Island by first-class mail, or by recognized commercial overnight courier, to the following address: Turtle Island Adventure Parks, LLC, 4180 P.O. Box 900, Belcourt, ND 98316.