

Public Charter Operator-Participant Contract

Corporate Flight Management, Inc.
d.b.a Contour Airlines

Effective September 1, 2026

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I: GENERAL. This Operator-Participant Contract ("Agreement") sets forth the terms and conditions under which Corporate Flight Management d/b/a Contour Airlines with offices at 808 Blue Angel Way Smyrna, Tennessee 37167 ("Contour"), in return for payment of the amount indicated as the total charter price and other charges and fees, agrees to provide to each participant (the "Participant", "Passenger", or "Customer") participation in a public charter flight ("Charter Flight", "Flight" or "Transportation") operated by or through Contour. Transportation of Passengers and their baggage provided by Contour is subject to the terms and conditions of this Agreement. To the extent there is a conflict between this Agreement and any terms and conditions printed on or in any receipt, other document, or web site, this Agreement governs. By purchasing or accepting Transportation, the Passenger agrees to be bound by the terms of this Agreement as such terms and conditions may be revised, amended, or repealed from time to time prior to the Passenger's commencement of travel on Contour, and no covenants at law or in equity shall be implied or incorporated. In addition, the terms and conditions contained herein may be amended or modified from time to time by any certain terms or restrictions, which are applicable to special or reduced fares. Changes made to this Agreement will not be retroactively applied. Contour, the purchaser (if other than the Passenger) and the Passenger hereby agree that they will use electronic signatures and records in the business transaction(s) contemplated herein in accordance with the E-Sign Act of 2000 (Public Law 106- 229). Passengers must provide at least one valid e-mail address to Contour. Providing a valid e- mail address is the Passenger's consent to receive documents electronically and is a demonstration of his or her ability to do so. If the Passenger's e-mail address changes, he or she must give timely notification to Contour. No employee or agent of Contour has the authority to alter, modify, or waive any provision of this Agreement unless authorized in writing by a corporate officer of Contour. Contour's appointed agents and representatives are only authorized to sell Transportation pursuant to the approved fares and fees of Contour and this Agreement. Failure or delay on the part of either party to exercise any right or power herein shall not operate as a waiver thereof.

II: RESPONSIBILITY. Contour, as the operator, is responsible to the Participant for arranging and providing Charter Flights. In the absence of gross negligence on the part of Contour, neither Contour, nor its officers, directors, shareholders agents, servants, employees, or Participant's travel agent assumes responsibility for, and the Participant agrees to release, relieve and hold harmless Contour, including its officers, directors, shareholders agents, servants, employees, and Participant's travel agent from any claim, action, cause of action, injury, losses or damages arising from: the actions or omissions of third-party contractors supplying services; missed connections; missed ground transportation or car rental expenses; lost or stolen items or baggage, damage, delay of baggage or other property; costs or expenses arising out of injury, accident or death; quarantine; disturbances; governmental restrictions or regulations; inconveniences; loss of enjoyments; loss of pay; disappointment; mechanical breakdown; airport closure; air traffic control restrictions; government action; strike or lockouts; war, terrorism; weather, acts of God, force majeure, or other factors or causes beyond Contour's control.

III: RESERVATIONS AND PAYMENT. Reservations may be made directly by calling Contour's Call Center at (888)-33-CONTOUR (888-332-6686), online at Contour's website www.contourairlines.com, or through traditional travel agents, online travel agents, and global distribution systems. Contour charges a \$25 per reservation fee for all reservations booked via its Call Center. This fee is nonrefundable. Full payment is due at time of booking of the flight. Passengers have a right to receive a copy of this Agreement prior to making payment. The booking process is not complete, no ticket will be issued, and

the Passenger will be barred from boarding any Charter Flight until the Passenger or his or her agent electronically or physically signs this Agreement. In the event of a telephone sales through Contour's Call Center for which the Participant pays by credit card, Contour will send a copy of this Agreement by regular US mail or electronic mail within 24 hours of accepting Participant's credit card payment. The Participant must physically or electronically sign the Agreement and provide their signature page to Contour prior to travel. The Participant is entitled to a full refund if the Participant decides to cancel their reservation after reviewing the Agreement. Contour accepts American Express, MasterCard, and Visa. Contour does not accept cash or checks. Participants waive any chargeback rights associated with claims resulting from factors that are not under the control of, or not the responsibility of Contour. Except as explicitly otherwise provided herein, fares and fees are non-refundable and any changes to the reservation will incur any applicable increase in fare. Notwithstanding the forgoing, for reservations purchased directly from Contour and made at least seven (7) days prior to scheduled departure of the first flight Segment of the itinerary, Participants may cancel such reservations within 24 hours of purchase and receive a full (100%) refund to the original form of payment without penalty. The refund will include the ticket price, applicable taxes, and any optional services purchased in the same transaction; for reservations purchased directly from Contour cancelled more than 24 hours from the time of purchase and all other reservations, whenever cancelled, any Participant who wishes to cancel will receive a full refund (less a \$50.00 administrative fee) only upon providing a substitute Participant to Contour or its sales agent or upon being substituted for by a Participant found by Contour, at its discretion. All payments are payable and/or deposited to and held in a public charter escrow depository account at First Merchants Bank 32991 Hamilton Court; Farmington Hills, MI 48334 ("Depository Bank"), and administrated by Shelby Financial, 5 Great Valley Parkway, Suite 110, Malvern, PA 19085. Passenger funds are also protected by a separate public charter surety trust issued by First Merchants Bank 32991 Hamilton Court; Farmington Hills, MI 48334 ("Securer"). Unless you file a claim with the Securer, within 60 days of completion of the Charter Flight (or, in the case of cancellation, the intended date of your scheduled return Charter Flight), the Securer will be released from all liability to you under the security agreement. If there is no return flight in your itinerary, completion means the date or intended date of departure of the last flight in your itinerary. All transactions between the Passenger (or the Passenger's agent) and Contour shall be solely in United States Dollars. Contour is not responsible for any fluctuations in foreign currency exchange rates.

IV: CHARTER PRICE. Air Only – The quoted charter price includes charter air transportation for the Charter Flight booked through Contour's web site, its Call Center, various online travel agents or global distribution systems. Fares are one-way and include Federal Excise Tax of 7.5%, Aviation Passenger Security Fees of up to \$5.60 per person each way, Segment Fees of \$4.00 per person per flight segment, and Passenger Facility Charges of up to \$4.50 each way. Fares are subject to availability at the time of booking, and are subject to change. Charter Flights booked through traditional or on-line travel agents or through global distribution systems may include other fees charged by those service providers and are not controlled or influenced by Contour. Passengers who desire an extra or "Comfort" seat may add such a seat to their reservation on a space-available, first come-first-served basis through the Contour Call Center. Contour will charge the full (100%) applicable adult per seat fare on each flight segment on which a Passenger books a Comfort seat. Customers purchasing a comfort seat will only be assigned an adjacent seat, on the two-abreast side, onboard the aircraft. Comfort seat may be used for oversized carry- on items (subject to Section VI: BAGGAGE hereof), pets in cabin or service animals (subject to this Section IV: CHARTER PRICE), or for customers of size. Contour Airlines will NOT refund Comfort seat fees in the event the flight does not depart at 100% occupancy. Contour's rules and fees for the transportation of children, unaccompanied minors, and infants are found in Section H Acceptance of Children, Minors, and Infants of Contour's Contract of Carriage ("COC Section 7"). COC Section 7 is incorporated herein by reference as if set forth in its full text. The Passenger has a right to

receive a copy of Contour's Contract of Carriage. The Contract of Carriage may be downloaded from www.contourairlines.com. A copy may also be obtained from Contour's Call Center by calling (888)-33-CONTOUR (888-332-6686) or by emailing customercare@contourairlines.com. Without limiting the forgoing, COC Section 7 provides the following rules regarding fares and fees for children, minors, and infants: children under the age of two years (at time of travel), accompanied by an adult fare paying passenger and not occupying a seat, may travel free of charge; the child must be carried in a parent's or legal guardian's lap ("Lap Child") during the entire flight and must be listed as a passenger in the reservation; a maximum of one Lap Child is permitted for each fare-paying adult; Contour reserves the right to require a birth certificate copy as proof of age for all Lap Children, otherwise, the applicable fare will be charged; arrangements for a lap child must be made directly with the Contour Call Center; additional children under the age of two years must occupy a seat and be ticketed at the applicable charter price in compliance with the U.S. Federal Aviation Administration regulations; children aged five (5) through thirteen (13) years of age are deemed "unaccompanied" when traveling alone or not accompanied on the same flight by a Passenger at least fifteen (15) years of age. Children under five years of age must be accompanied and will not be permitted as unaccompanied under any conditions; reservations for children/minors aged five (5) through thirteen (13) traveling alone must be booked through the Call Center; Contour charges a fee of \$150.00 per unaccompanied minor each way for unaccompanied minor assistance; if an unaccompanied minor is not picked up by an authorized adult within 45 minutes of the completion of the Charter Flight, Contour has the right to charge \$35.00 per hour to attend to the unaccompanied minor. COC Section 7 contains additional important information. Please review it before traveling with your child or permitting your minor child to fly unaccompanied on Contour.

Contour complies with the U.S. Department of Transportation's regulation titled "Nondiscrimination on the Basis of Disability in Air Travel" (14 CFR Part 382) and offers a number of special services to assist Passengers with disabilities. These services are described in Section 8 Special Services of the Contour Contract of Carriage ("COC Section 8"). Contour also has certain rules regarding Passengers who use medical oxygen or Portable Oxygen Concentrators Passengers in Section 9 Medical Services of its Contract of Carriage ("COC Section J"). COC Sections 8 and 9 are incorporated herein by reference as if set forth in their full text. The Passenger has a right to receive a copy of Contour's Contract of Carriage. The Contract of Carriage may be downloaded from www.contourairlines.com. A copy may also be obtained from Contour's Call Center by calling (888)-33-CONTOUR (888-332-6686) or by emailing customercare@contourairlines.com. Passengers needing special services must request them through Contour's Call Center at least 48 hours in advance of the departure of their Charter Flight. Contour does not provide transportation to passengers who must travel in/on a stretcher or infants who must travel in incubators or Infant Transport Systems. Passengers who, because of age, mental or physical condition, disability or impairment that requires individual attention or consideration to enplane or deplane an aircraft or to manage oneself during the flight in normal operations or emergency conditions, will be afforded a reasonable amount of assistance by Contour's employees. This assistance will be in a dignified, safe, professional and courteous manner and at all times. Contour will extend this assistance to all qualified individuals with a disability as this legal term is defined in applicable law and DOT rules to protect all those who may otherwise suffer from discriminatory practices. If any Passenger requires assistance, Contour requests that such needs be communicated at the time the reservation is made, or if the reservation is made online, that the Passenger contact Contour's Call Center at least 48 hours prior to the departure of the Charter Flight so that the need can be documented in the Passenger's reservation through a Special Service Request and that Contour's staff can be prepared for the Passenger's arrival at the airport.

Contour's policies regarding the transportation of service and other animals in the passenger cabin on Charter Flights appear in Section 10 Service Animals and Emotional Support and Psychiatric Service

Animals of its Contract of Carriage. ("COC Section 10"). COC Section 10 is incorporated herein by reference as if set forth in its full text. The Passenger has a right to receive a copy of Contour's Contract of Carriage. The Contract of Carriage may be downloaded from www.contourairlines.com.

A copy may also be obtained from Contour's Call Center by calling (888)-33-CONTOUR (888-332-6686) or by emailing customercare@contourairlines.com. Except for major changes as described below, no refund will be made for services included in the Charter Flight price which are not used. Standard Baggage Service Charges, excess/overweight baggage fees, unaccompanied minor fees, and change fees are not included in the charter price. Please contact Contour's Call Center for a description of these charges and to arrange such services.

V: CANCELLATIONS, CHANGES OF DATES AND REFUNDS. The Passenger's right to receive a refund if he or she changes plans is limited. Once purchased, the charter price is non-refundable except as explicitly provided in this Agreement. Reservations may be changed or cancelled prior to departure to receive courtesy credit towards a future Charter Flight, subject to availability, for an administrative fee of \$25.00 per Passenger per segment. Cancellations made at least one hour prior to departure result in a courtesy flight credit which may be used for travel on Charter Flights up to 365 days from date of original travel, in the amount of the Charter Flight price, less the applicable cancellation fee. Contour makes no assurances, however, that service will be available at future dates. Participants who do not notify Contour in advance of their flight forfeit their right to a refund or flight credit for future travel. Courtesy credits issued for future charters have no actual cash value and may not be redeemed for cash. The right to a refund of a Charter Flight, if cancelled or changed, is limited but includes the following rights: a) Participants who pay by credit card may receive a full refund until this Agreement is electronically or physically signed by Participant or his or her agent (under the E-Sign Act, checking an "I agree" or similar check box is deemed to be an electronic signature; Participant hereby appoints Contour's Call Center representatives as his or her agent to sign this Agreement on his or her behalf); b) Participants may receive a full refund, less a \$25.00 per passenger per segment administrative fee, upon providing a substitute Participant to Contour, or upon Contour finding a substitute Participant. Contour reserves the right to accept or decline a Passenger as a Participant of a Charter Flight or to change or withdraw a Charter Flight, subject to the provisions in this Agreement regarding major changes or cancellations by the Contour. All refunds will be made to the original form of payment within 14 days after cancellation or substitution.

VI: BAGGAGE. When a Passenger presents a valid ticket for Charter Flight transportation between points on Contour, Contour will provide Standard Baggage Service to transport the Passenger's baggage between such points for a fee, subject to the requirements of Section 16 Baggage of Contour's Contract of Carriage ("COC Section 16"). COC Section 16 is incorporated herein by reference as if set forth in its full text. The Passenger has a right to receive a copy of Contour's Contract of Carriage. The Contract of Carriage may be downloaded from www.contourairlines.com. A copy may also be obtained from Contour's Call Center by calling (888)-33-CONTOUR (888-332-6686) or by emailing customercare@contourairlines.com.

Baggage fees paid online, through the Call Center, or at the airport are nonrefundable if unused.

Section 16 Baggage Part I. Interline Baggage Acceptance governs the acceptance of baggage under an Interline Through Check-in Agreement with a Contour Partner carrier. For airlines with which Contour does not have an established codeshare, interline, or baggage transfer agreement:

For Passengers with no checked bags: If a Passenger has no checked bags and is connecting from Contour to another airline at the same airport, they may proceed directly to the connecting airline's

departure gate. Similarly, if Passengers are connecting to Contour from another airline at the same airport and have no checked bags, they may proceed directly to Contour's departure gate. Please allow at least 45 minutes between connecting flights for Passengers with no checked bags. Contour is not responsible should a Passenger misconnect between a Contour flight and another airline.

For Passengers with checked bags: If Passengers have checked bags and are connecting from Contour to another airline at the same airport, Passengers must retrieve their checked bags from baggage claim, check them with the next airline, and be re-screened by TSA before proceeding to the departure gate. Similarly, if Passengers have checked bags and are connecting to Contour from another airline at the same airport, they must retrieve the checked bags from baggage claim, check them in at a Contour Airlines ticket counter, and be re-screened by TSA before proceeding to Contour's departure gate. Please allow at least 90 minutes between connecting flights if customers have checked bags. Contour is not responsible should a Passenger misconnect between a Contour flight and another airline.

VII: LIABILITY. Contour is the principal and is responsible to the participants for all services and accommodations offered in connection with the Charter Flight(s) marketed pursuant to this Agreement. Contour assumes NO LIABILITY for any items left by a Passenger in the passenger compartment of the aircraft. Contour is not liable under any circumstances for loss or damage to money, jewelry, collector's items, silverware, furs, negotiable papers or securities, business documents, eyeglasses, cameras, electronic or computer equipment, photographic equipment, medications, damage to inadequately packaged/overstuffed checked items, and loss or damage of any items packed in such containers or bags; all electronic hardware, software and peripherals; cosmetics, toiletries and personal hygiene products; medications and medical equipment in checked luggage (please note that Contour assumes NO LIABILITY for medical complications and expenses due to medications and medical equipment being unavailable as a result of being checked while in-flight, or as a result of unavailability of medications, medical equipment and prescriptions packed in checked luggage due to delay, loss of or damage to such checked luggage), commercial effects, one-of-a-kind items, works of art, artistic items and statuary, glass items and containers, musical instruments, paper materials, perishables, precision items, recreational and sporting goods (including golf clubs, bags and equipment), toys, infant seats and strollers or other similar valuable items included in a Passenger's checked or unchecked baggage with or without knowledge of the carrier. Contour is not responsible for damage that does not impair the ability of such luggage to protect the contents inside, and specifically is not liable for superficial damage to luggage arising from normal wear and tear of ordinary handling, including scratches, scuffs, puncture, stains and marks. Contour assumes no liability for damage to luggage protrusions (including wheels, zippers and zipper pull tabs, handles, straps, feet, hanger hooks, locks, flaps, pockets, pouches and items secured to such luggage by means of straps, cords, tape and other external means). Contour assumes no responsibility for property damage or loss resulting from passenger security screening or loss incurred in passenger waiting areas or concourses, or for property not checked solely into the custody of Contour. Contour assumes no liability for damage to locks or luggage, or loss of or damage to contents as a result of search by the TSA or any other government or law enforcement agency. All claims are subject to proof of value, proof of loss, the other requirements of this Section VII: LIABILITY and are subject to depreciation. Any baggage problems and/or claims in the case of lost, stolen, damaged or delayed baggage must be reported to a Contour airport representative, and written proof of claim must be filed with said representative prior to leaving the airport terminal on the date of arrival, or are waived by the passenger.

Section 21 Additional Liability Limitations of Contour's Contract of Carriage ("COC Section 21") sets forth additional liability limitations and waivers that are a material part of this Agreement. Without limiting the preceding paragraph, COC Section 21 is incorporated herein by reference as if set forth in its full text. The Passenger has a right to receive a copy of Contour's Contract of Carriage. The

Contract of Carriage may be downloaded from www.contourairlines.com. A copy may also be obtained from Contour's Call Center by calling (888)-33-CONTOUR (888-332-6686) or by emailing customercare@contourairlines.com.

VIII: CHECK-IN. Check-in is available two (2) hours prior to flight time at the airport or 24 hours in advance online at www.contourairlines.com. All Passengers must check-in no less than one hour prior to the scheduled departure time of a Charter Flight. At Los Angeles International Airport (LAX), baggage check-in ends 1 hour prior to scheduled departure time. At all other airports, baggage check-in ends 45 minutes prior to scheduled departure time. Passengers must be at the boarding gate in possession of boarding passes no later than 15 minutes prior to departure Except as otherwise provided in Section 4 of Contour's Contract of Carriage, Contour reserves the right to resell any seat or deny boarding to any passenger not checked in 30 minutes prior to departure, and the Passenger will have no claim against Contour for such canceled reservation. Participants will not receive refunds for missed flights or connections. All passengers 18 years of age or older must have valid government issued photo identification, such as a driver's license, state non-operators ID, active-duty military ID or passport. Any Passenger that exhibits disruptive behavior will not be allowed to board or will be removed from the aircraft.

IX: AIR TRANSPORTATION. The Contour flights are public charters marketed under 14 CFR Part 380 and operated by Corporate Flight Management, Inc. d/b/a Contour Airlines. Contour reserves the right to substitute scheduled air service when necessary at no additional cost and at comparable times and does not guarantee aircraft type or capacity. Contour will make every diligent and reasonable effort to notify all Participants in the event of a schedule change. No refunds or compensation will be given for changes in aircraft type or for substitution of service to a scheduled air carrier.

Smoking, including the use of e-cigarettes, is not permitted on any Contour flight. Neither is the use of any other tobacco product, including but not limited to smokeless tobacco.

Contour reserves the right to refuse transportation to a Participant, animal, or baggage under certain circumstances, as addressed in Section 14 Refusal to Transport of Contour's Contract of Carriage ("COC Section 14"). COC Section 14 is incorporated herein by reference as if set forth in its full text. The Passenger has a right to receive a copy of Contour's Contract of Carriage. The Contract of Carriage may be downloaded from www.contourairlines.com. A copy may also be obtained from Contour's Call Center by calling (888)-33-CONTOUR (888-332-6686) or by emailing customercare@contourairlines.com. Notwithstanding the forgoing or anything else in this Agreement, the aircraft's Captain in his or her sole discretion, may deny boarding or refuse to transport any Passenger, animal, or article of baggage for reasons of flight safety, aircraft performance or other limitation, or for the security, comfort, or safety of the other Passengers on the Charter Flight, or if such transportation would violate federal regulations (including but not limited to FAA and TSA regulations) or Contour's FAA-issued operating manuals.

X: MAJOR CHANGES. If Contour makes major changes prior to departure, the Participant shall have the right to cancel the reservation on the Charter Flight and receive a full refund. The following are major changes: (1) a change in the origin or destination city of a Charter Flight, unless the change is only the order in which cities the cities are flown by Contour; (2) a change in the departure or return date of a Charter Flight experienced by Contour of greater than 48 hours; or (3) a Charter Flight price increase of more than 10% occurring ten or more days before departure of the Charter Flight. In no event may Contour change the Charter Flight price fewer than ten days prior to departure of the Charter

Flight. If a major change must be made in a Charter Flight, Contour will exercise all reasonable commercial diligence to notify the Passenger within seven days after first of such major change, but in any event at least ten days before scheduled departure of the Charter Flight. If a major change occurs fewer than ten days before the scheduled departure of a Charter Flight, Contour will notify the Passenger as soon as possible.

Within seven days after receiving a pre-departure notification of a major change, but in no event later than departure, the Passenger may cancel such Passenger's reservation with Contour and will receive a full refund within 14 days after such cancellation. When a major change occurs after departure of the Charter Flight which the Passenger is unwilling to accept, Contour will refund to the Passenger, within 14 days after the scheduled return date of the Charter Flight, that portion of the price for such Charter Flight that applies to the services not accepted. Contour has no right to cancel a Charter Flight less than 10 days before the scheduled departure date, except for circumstances that make it physically impossible to perform the Charter Flight. If Contour must cancel the Charter Flight ten or more days before departure, Contour will notify the Passenger in writing within seven days of cancellation, but in any event at least 10 days before the scheduled departure date of the Charter Flight. If Contour must cancel the charter less than ten days before the scheduled departure (i.e. for circumstances that make it physically impossible to perform the charter trip or for causes beyond its control), Contour shall notify the Passenger as soon as possible and a refund will be made to the participant within fourteen days of such notification. If a Charter flight is cancelled and alternative travel dates are offered and subsequently accepted by the Passenger, Contour will re-accommodate that passenger on a future available Contour flight.

Contour recommends that each Passenger purchase trip cancellation, health, and accident insurance. This important protection can save money if the Passenger is forced to cancel or alter his or her trip. The Contour will furnish you with details of this insurance upon request. Please contact Contour's Call Center by calling (888)-33-CONTOUR (888-332-6686) or by emailing customercare@contourairlines.com for further information.

XI: CUSTOMER SERVICE. Contour is committed to providing the best possible customer service. In the rare event that you have cause for dissatisfaction during your flight, we encourage you to contact us at customercare@contourairlines.com or you may call us toll-free at (888)-33-CONTOUR (888-332-6686) to discuss the issue with us. Any complaints submitted after 30 days of incident will be recorded but will not be guaranteed action or a resolution.

XII: SECURITY SCREENING. 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 Contour, and with or without the Passenger's presence, consent or knowledge. Neither Contour nor its employees or agents are liable for any damage, loss, delay (including refusal to transport), confiscation of property, injury or other harm relating to or arising out of security screening or Passenger's failure to submit to or comply with such security screening.

XIII: PRIVACY. Contour is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when a Charter Flight, charter price, or fee is booked or purchased, or when an individual, group, or entity participates in Contour programs or services, personal data is collected, used, processed and transferred for the following business

purposes: making a reservation; purchasing a Charter Flight; participating in services; obtaining ancillary services, including accommodating Special Service Requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flier or other promotional programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for goods and services and third party's goods and services; and statistical analysis. ; developing and tailoring current and future services; facilitating travel, including obtaining TSA clearance; complying with applicable laws; providing data to third parties or governmental agencies to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of Contour.

XIV: MISCELLANEOUS. This Agreement and the rights, obligations, and liabilities under it are to be governed by, and are to be construed and interpreted in accordance with, the laws of the State of New York excluding, however, such State's choice of law rule for purposes of conflicts of laws. The parties agree that co-exclusive jurisdiction for any legal action or proceeding arising out of or relating to this Agreement resides in the federal or state courts seated in the Borough of Manhattan of the City, County and State of New York and the parties further agree and expressly consent to the exercise of personal jurisdiction in the State of New York in connection with any dispute or claim involving this Agreement. The acceptance by a Participant of a refund, or alternative travel arrangements, as provided in this Agreement shall constitute a full and final settlement and release of all other claims or remedies against Contour. By executing this Agreement, the Participant specifically acknowledges and consents to all conditions set forth herein. This Agreement contains the entire agreement between the parties and completely supersedes any prior agreements or representations of Contour, verbal or in writing. This Agreement can be amended only in writing in a document signed by both parties. Any oral representation or modifications shall have no force or effect. Except for baggage claims as outlined above, any claim against Contour must be presented in writing within thirty days of the date of the last Charter Flight on the Passenger's itinerary. Contour shall have no obligations or liabilities for any claims presented after such thirty-day period. This Agreement shall not be construed against the party preparing same but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any presumed drafting party. The section headings contained in this Agreement are for convenience purposes only and will not in any way affect the meaning or interpretation hereof. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. A waiver, whether oral or in writing, expressed or implied, by Contour of any failure by the Participant in the observance and performance of any of the terms, conditions, obligations, responsibilities, or duties set forth in this Agreement shall not constitute or be construed as a waiver of any subsequent or other failure. The Contour Contract of Carriage is incorporated herein by reference as if fully reproduced herein. In the event of a conflict between the terms of the Contract of Carriage and this Agreement, the terms of this Agreement shall govern, but only to the extent of such conflict.