

# Terms of Use – Xanterra Leisure Holding, LLC

This website or mobile application is one of several sites and applications owned and operated by Xanterra Leisure Holding, LLC, its subsidiaries, affiliates and related companies (“Xanterra,” “we” or “us”). These Terms of Use (“Terms of Use”) set forth the terms and conditions under which you are authorized to use our sites (which includes any website on which these Terms of Use are posted, and other sites accessible via subdomains, and mobile versions of any of these sites, collectively, the “Sites”) and all of our mobile applications on which these Terms of Use are posted (our “Mobile Applications” and together with the Sites, the “Services”).

To the extent rules or guidelines affecting your use of these Services are found on other pages of our Services, those rules and guidelines (including our Privacy Policy) are hereby incorporated by reference into these Terms of Use. By using any of our Services, you agree to these Terms of Use. If you do not agree to these Terms of Use, you should immediately stop using our Services.

## ARBITRATION AND CLASS WAIVER NOTICE

Please note that these Terms of Use contain an arbitration clause and class action waiver (see the “Dispute Resolution, Arbitration, Class Waiver” section below). Through your agreement to these Terms of Use: (i) you and Xanterra agree to resolve through binding, individual arbitration, and not in court, any and all disputes arising from or relating to these Terms of Use, or any other services or products provided, sold, purchased, managed, operated, or fulfilled by Xanterra; and (ii) you and Xanterra each expressly waive any rights to enforce this agreement in court or as a class, subject to the limited exceptions described below. **THIS MEANS THAT ALL DISPUTES WILL BE DECIDED BY AN ARBITRATOR AND YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND THE RIGHT TO A TRIAL BY JURY. AS WELL AS THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.**

## Description of Services

Our Services provide information about Xanterra and its related entities, allow users to book a stay with us, purchase trips, tours, or products, or contact us for more information. Our Services may contain text, photographs, videos, audio clips, functionality, or other content (collectively “Content”). To the extent new Content, services, or features are added to our Services in the future, the use thereof is subject to these Terms of Use.

## Reservations

In the event you make a reservation with us, you agree that you will make all bookings and other reservations in good faith and not based on speculation or fraud. Reservations may be subject to additional terms and conditions, which will either be listed on the applicable Site, or which will be provided to you when you make a reservation, booking, or other purchase. All reservations are for you, your invited guests, or members of your party. Unless you are a travel agent or tour operator, you may not resell, advertise, assign, or otherwise market your reservation to third parties.

Though we make our best effort to provide you with up to date information regarding available reservations, availability is subject to change at any time. Xanterra makes no representations or warranties regarding availability unless and until your booking is complete. In the event of a technical or clerical error in the published rate, availability of any service, or regarding any feature, program or event, Xanterra reserves the right to cancel your reservations and provide a refund for your purchase, including after your purchase is confirmed.

## Registration on our Services

Certain features of our Services may require you to register by providing your personal information, such as your name, e-mail address, and/or other information. You may also wish to register on our Services to receive one or more promotions or other information from our affiliates. You may start or stop your receipt of this information at any time via the links in every email.

If you wish to register on any of our Services, you agree to provide accurate information about yourself as required by the applicable registration form, and you further agree that you will update such data to keep it accurate, current and complete. We reserve the right to suspend or terminate your use of our Services if we discover, or if we have a reasonable basis to believe, that any of the data you have provided is inaccurate, incomplete or untrue, or if you violate these Terms of Use. If you register on any of our Services, you may not share your log-in details (e.g., username and password) with any other person or authorize any other person to log-in with your account. You are responsible for maintaining the confidentiality of your log-in details and you are fully responsible for all activities that occur under your account. You agree to notify us immediately of any known or suspected unauthorized use of your account or any other suspected breach of security. We cannot and will not be liable for any loss or damage arising from your failure to protect the confidentiality of your log-in data.

## Additional Policies and Agreements

Our Privacy Policy describes the information we collect when you and others use our Services, as well as how we use the information, and some of the steps we take to protect your privacy. Our Privacy Policy is part of these Terms of Use. By agreeing to these Terms of Use, you are also consenting to our use of your personal information in accordance with our Privacy Policy.

Our Services may provide access to our online store, reservations areas, or areas where you may purchase certain products or services. Certain areas of the Services and our payment processing functions, may be operated on behalf of Xanterra by third parties, and may be subject to the Terms of Use and/or Privacy Policies of those parties. In addition, certain Content on our Services is provided by third parties. Please review any terms and conditions that may apply if and when you visit our online stores or other areas operated by third parties. Xanterra is not responsible for any aspect of these third-party service providers, Content or websites, including any purchases made on those sites, or any reliance on third party Content.

If you sign up to enter a promotion, or to use a special feature or password-protected area of our Services, you may be asked to agree to special terms. In most cases, you will be asked to expressly consent to the special terms by entering your information, checking a box, or taking

another action. If any of the special terms are different than these Terms of Use, the special terms will supplement or amend these Terms of Use, but only with respect to the matters governed by the special terms.

## Modifications and Interruption to the Site

We reserve the right to modify or discontinue all or any portion of our Services with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to our Services, or that operation of our Services will be uninterrupted or error free. You understand that usage of our Services may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

## Third-Party and Affiliate Sites

Our Services may include links to other sites on the Internet that are owned and operated by third parties or our affiliates. You acknowledge that we are not responsible for the availability of, or any Content located on or through, any third-party site. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we encourage you to review the terms of use and privacy policies of third-parties' sites.

## Your Representations

As a condition of your right to use the Services, you represent that you are of legal age to enter into a binding contract and that you are not a person barred from visiting the Services and accessing the Content of these Services under the laws of the United States or other country.

## Disclaimer of Warranties and Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, XANTERRA, ITS RELATED ENTITIES, ITS SERVICE PROVIDERS, ITS LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "XANTERRA PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE XANTERRA PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, OR ERRONEOUS DELETION OR FAILURE TO STORE ANY OF YOUR PERSONAL SETTINGS OR COMMUNICATIONS, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF OUR SERVICES. UNDER NO CIRCUMSTANCES, WILL ANY OF THE XANTERRA PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY, DAMAGE OR

DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF ANY XANTERRA PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE XANTERRA PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

## Indemnification

You agree to indemnify and hold the Xanterra Parties harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of any Content you have posted on a Site, or your use of a Service in a manner not permitted by Xanterra, including without limitation your actual or alleged violation of these Terms of Use, or infringement of a third party's intellectual property or other rights by you or another user of our Services using your computer, mobile device or account.

## User Feedback

All communications, feedback, questions, comments, suggestions, proposed features, and the like (collectively "Feedback") will be considered non-confidential and non-proprietary with regard to you, but we reserve the right to treat any such Feedback as the confidential information of Xanterra. <sup>[1]</sup><sub>[SEP]</sub>By submitting Feedback to Xanterra, you assign to Xanterra, free of charge, a perpetual, irrevocable, worldwide license to create derivative works, distribute, reproduce, perform, display, and otherwise use, any intellectual property rights or proprietary information and ideas contained within any such Feedback, including without limitation the right to sublicense or assign any of the foregoing. We will be entitled to use any Feedback you submit to us, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing and marketing products and services using such Feedback without restriction and without notifying or compensating you in any way. Please do not send us any information or materials for which you do not wish to grant us such

rights, including, without limitation, any confidential information or any original creative materials such as product ideas, written materials, photographs, original artwork, or computer code. <sup>[11]</sup><sub>SEP</sub> You are responsible for the information and other Content contained in any Feedback you submit to us, including, without limitation, their truthfulness and accuracy.

## User-Submitted Content and User Conduct

Some of our Services feature the ability to post user reviews and other user created Content (“User Content”) on the Services, typically by using third party platforms, or we may obtain User Content from our social media channels. In some cases the User Content may be provided to our Services by third party review services. Any review forums on our Services are for the posting of reviews of our properties, tours, offerings and services, and no other Content may be posted therein. All User Content is the sole responsibility of the person who made such User Content available on our Services (whether directly or through a third party platform). Under no circumstances will any Xanterra Party be liable in any way for any User Content made available through any of our Services. We may not moderate all User Content on our Services, so we cannot and do not warrant and/or guarantee the truthfulness, integrity, suitability, or quality of any publicly available User Content.

You agree that you will not use our Services (or any third party services enabling User Content for our Services) to transmit or make available any Content that:

- Infringes the intellectual property rights of a third party or otherwise violates any rights of a third party, contains any photos or private information about an identifiable person without that person’s permission, or which you do not otherwise have a right to make available;
- violates any laws, contains any threats, is abusive, harassing, vulgar, obscene, indecent, violates any person’s rights of privacy or publicity, is defamatory, libelous, hateful, or is otherwise tortious or objectionable, or might be harmful to any individual or entity;
- impersonates or misrepresents your affiliation with any person or entity, or you otherwise have reason to know is false, misleading, or fraudulent;
- encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.
- contains any unsolicited or unauthorized advertising, promotional materials, or any request or solicitation of money, goods, or services;
- incorporates within it any software viruses or any other computer code, files or programs whose purpose or function is to interrupt, destroy or otherwise impair the operability of any software or hardware or telecommunications equipment;
- contains links to any websites containing Content violating any of the foregoing requirements.

You further agree not to use our Services to:

- engage in any conduct which might be harmful to any individual;

- impersonate or misrepresent your affiliation with any person or entity;
- engage in or transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

In addition, you are prohibited from interfering with, creating an excessive burden on, or otherwise disrupting our Services, servers or networks connected thereto. <sup>[L]</sup><sub>[SEP]</sub> We reserve the right (but have no obligation) in our sole discretion to pre-screen, edit, refuse, move or remove any Content that is posted on our Services or prohibit your access to our Services in the event of a violation of these Terms of Use.

## Ownership of User Content

If any User Content is your original work, then you own the copyright in that work. We do not claim any copyrights in original works created and/or posted by individual visitors to our Services. However, by uploading, posting, transmitting or otherwise making any User Content available on or through a Service or social media, you are granting Xanterra, and our related entities, an irrevocable, nonexclusive, royalty-free license to copy, modify, publish, distribute publicly, and prepare derivative works of such User Content in any medium or format without any obligation of notice, attribution or compensation to you.

## Copyright and Trademark Information

Other than User Content which is described above, all Content, copyrights and other intellectual property rights in the Content available on our Services, including without limitation Service design, text, graphics, interfaces, and the selection and arrangements thereof, are owned by Xanterra, with all rights reserved, or in some cases may be licensed to Xanterra by third parties. This Content is protected by the intellectual property rights of Xanterra or those owners. All Content which qualifies for protection under Federal Copyright Law under the laws of the United States is subject to the exclusive jurisdiction of the Federal Court System, whether registered or unregistered. All trademarks displayed on the Site are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the web sites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with Xanterra.

## Permitted Use of the Content

Any use of Content on the Services other than as permitted herein, including without limitation reproduction, modification, distribution, replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Xanterra, is strictly prohibited. With the exception of search engines, you agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the Content contained therein without prior written permission of Xanterra. <sup>[L]</sup><sub>[SEP]</sub> You may download or print a single copy of any portion of the Content solely for your personal, non-commercial use, provided you do not remove any trademark, copyright or

other notice. You may not make any use of Content owned by any third parties which is available on the Services, without the express consent of those third parties.

When you include links to our Services on your website, the applicable page within our Service must be displayed in full, without any accompanying frame, border, margin, design, branding, trademark, advertising, or promotional materials not originally displayed, and without any interstitial pop-ups or web pages loading before the applicable target page is accessed. You may not “frame” the Service or any of its Content or copy portions of the Service to a server, except as part of an Internet service provider’s incidental caching of pages.

## Notification of Claimed Copyright Infringement

In the event that you find Content posted on this Service which you believe is an infringement of your or another party’s copyright ownership or other intellectual property rights, please immediately contact our Copyright Agent as described below. To report any alleged infringement, you may contact us in writing by providing a signed statement containing the following information:

- your name, address, telephone number, and e-mail address, and if you are acting on behalf of the owner of the intellectual property, the name of the owner;
- a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
- a detailed description of the copyrighted work or other intellectual property that you claim has been infringed;
- if your claim is based on a registered work, the registration number, and the date of issuance of the registration;
- a description of the infringing material and the URL where such material is located on the Site, or a description of where on our Service you found such material;
- your written statement that you believe, in good faith, that the use of the work on our Service has not been authorized by the true owner of the work, its agent, or as a matter of law; and
- a statement under penalty of perjury that all of the information you have provided is true.

Please send your notice of alleged infringement to:

**E-mail:**

legal@xanterra.com

**Mail:**

Xanterra Leisure Holding, LLC  
6312 S. Fiddlers Green Circle  
Suite 600N  
Greenwood Village, CO 80111  
Attention: Legal Department

In accordance with the Digital Millennium Copyright Act (“DMCA”), it is our policy to terminate use of our Site by repeat infringers in appropriate circumstances.

## Other Content Complaints

If you believe that any Content on our Service violates these Terms of Use or is otherwise inappropriate, please report the Content by completing the Contact Us form on the applicable Site, or contact us at the email listed below.

## Mobile Applications

### **Permitted Use of Mobile Applications**

Our Mobile Application are protected by copyright and may not be sold, redistributed, copied, made available to the public, or part of a derivative work created by you without the express written consent of Xanterra. You may not attempt to decompile, reverse engineer, disassemble or otherwise modify our Mobile Applications, or in any way compromise the security of data stored or transmitted by our Mobile Applications.

### **In-App Purchases**

Our Mobile Applications may allow you to make purchases through an “in-app purchase” at the cost indicated in the Mobile Application. If you choose to make a purchase using the in-app purchase functionality, the operator of the applicable platform store (e.g. Apple or Google) will process your payment, subject to the Terms of Use and Privacy Policies of the processing party. Xanterra is not responsible for errors of these in-app purchase stores.

### **Mobile Devices & Third-Party Restrictions**

If you access our Services on mobile devices, or if you request that we send you text messages, you understand that your mobile carrier’s standard charges will apply. You will only receive text message alerts from our Services if you expressly agree to receive them. Standard/other text messaging rates apply, according to your wireless carrier’s rate plan, and we recommend that you review your plan for details. We will not be responsible for any text messaging or other charges incurred by you or by a person that has access to your wireless device or telephone number as a result of any text messages you receive based on requests from your device or account.

If you access our Services through a Mobile Application or other type of third party platform, the applicable terms for the platform through which you downloaded the Mobile Application (including without limitation the Apple App Store or Google Play Store) may apply in addition to these Terms of Use, and you agree that you are subject to such terms in addition to these Terms of Service. Any Mobile Application installed from the Apple App Store must be installed on a device you control or own and must be used in accordance with the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the Mobile Applications may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing. If you install a Mobile Application from the Apple App Store, Xanterra, not Apple, is responsible for: (1) the Content in the Mobile Application; (2) maintenance or support of any Mobile



Application; (3) any product warranties, whether express or implied; (4) addressing any claims of the end-user or any third party relating to the Mobile Application or the end-user's possession and/or use of that Mobile Application, including, but not limited to: (a) product liability claims; (b) any claim that the Mobile Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and, (5) the investigation, defense, settlement and discharge of any third party claim that the Mobile Application or your possession and use of that Mobile Application infringes a third party's intellectual property rights. Further, if you install a Mobile Application from the Apple App Store, you acknowledge that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, Apple will have the right (and you will be deemed to have accepted the right) to enforce the Terms of Use against you as a third party beneficiary thereof.

## Dispute Resolution, Arbitration, Class Waiver

Any dispute arising out of or relating in any way to your use of our Services or any products, services, or information you receive through our Services, shall be submitted to confidential, binding arbitration in Denver, Colorado, USA, or, at your election, in the county seat of the county within the USA where you reside. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. No arbitration under these Terms of Use may be joined with another arbitration related to the subject matter hereof. Notwithstanding the foregoing arbitration requirement, with regard to any actual or potential violation of our intellectual property rights, we may seek injunctive or other appropriate relief in the courts of Denver, Colorado, USA, and you hereby consent to the exclusive jurisdiction of such courts and waive all objections thereto. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

The following processes shall govern the arbitration process:

- Before commencing an arbitration, you agree to inform us of the nature of the claim and the relief you seek by sending an email to [legal@xanterra.com](mailto:legal@xanterra.com) so stating.
- Within seven (7) business days of receiving the email, Xanterra will contact you and thereafter you and we will attempt to resolve the claim or issue in a satisfactory way.
- If, following these attempts at exploring a resolution, you intend to proceed with an arbitration claim, you and we will seek to reach an agreement on the selection of an arbitrator to hear and decide the dispute and how it will be heard, including whether to submit the dispute to the arbitrator only in written form, by proceedings conducted via video or in-person.
- In the event that you and we cannot agree on an arbitrator, the process set forth in Section 11(a) of the Uniform Arbitration Act, or any comparable provision in your state will be followed.

## Governing Laws

The laws of the state of Colorado and the United States govern these Terms of Use and any claims arising out of or relating to use of the Services, without giving effect to any choice of law rules. We make no representation that our Services are appropriate, legal or available for use outside of the United States. With the exception of any matters subject to arbitration as described above, the state and federal courts located in Denver, Colorado will serve as the venue for any actions brought, or claims made, arising out of your use of our Services.

## Compliance with Laws

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the Services in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

## Changes to These Terms

We reserve the right, at any time, to modify, alter, or update these Terms of Use without prior notice. You are encouraged to check this page regularly for changes to the Terms of Use. Modifications will become effective immediately upon being posted to our Services, without further notice to you. Your continued use of any of our Services after such modifications are posted constitutes an acknowledgement and acceptance of such modifications, and you may not amend these Terms of Use.

## Other Terms

If any provision of these Terms of Use is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting the original intentions of Xanterra. You agree that these Terms of Use and any other agreements referenced herein may be assigned by Xanterra, in our sole discretion, to a third party in the event of a merger or acquisition or otherwise. These Terms of Use shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a contributor to our Services. <sup>[[L]]</sup><sub>[[SEP]]</sub> You agree and understand that these Terms of Use together with any other applicable click-through agreements you may have entered into regarding posting User Content to a Site, constitutes the entire agreement between you and Xanterra regarding your use of the Site, and that any other prior agreements between you and Xanterra are superseded by these Terms of Use. <sup>[[L]]</sup><sub>[[SEP]]</sub> Any failure by Xanterra to exercise its rights under these Terms of Use or to enforce the terms hereof will not constitute a waiver of those rights. <sup>[[L]]</sup><sub>[[SEP]]</sub> You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of a Service or relating to these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## Contact Us

If you have any questions **about these Terms of Use**, please feel free to contact us as follows

*(please indicate the Service about which you are writing, so that we can promptly refer your matter to the correct department):*

Via email: [legal@xanterra.com](mailto:legal@xanterra.com)

Via mail:

Xanterra Leisure Holding, LLC  
Attn.: Legal  
6312 S. Fiddlers Green Circle  
Suite 600 North  
Greenwood Village, Colorado 80111

Alternately, if you wish to contact us for matters unrelated to these Terms of Use, please see our [Contact Us](#) page.

**Effective Date of these Terms of Use: March 19, 2024.**