

THE SECRET TOURS LLC

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER AGREEMENT

Last Updated: 02/11/2026

Please read this document carefully. It affects your legal rights.

By participating in any Secret Tours LLC self-guided tour, treasure hunt, guidebook activity, digital clue experience, or location-based experience (collectively referred to as the “Experience”), you agree to the terms of this Assumption of Risk, Release of Liability, and Waiver Agreement (“Agreement”).

If you do not agree, do not participate.

1. Nature of the Experience

The Secret Tours LLC provides self-guided, unsupervised outdoor adventure experiences, digital clue-based activities, guidebooks, and location-based treasure hunts.

The Experience is:

- Self-directed
- Unsupervised
- Not monitored in real time
- Conducted at locations chosen and navigated by participants
- Undertaken voluntarily

The Secret Tours LLC does not provide guides, supervision, security personnel, medical staff, navigation guarantees, rescue services, or safety oversight.

Participants are solely responsible for their own safety, decisions, navigation, and conduct.

2. Assumption of Risk

Participation in outdoor and desert-based activities involves inherent and significant risks, including but not limited to:

- Extreme heat or cold
- Dehydration

- Heat exhaustion or heat stroke
- Wildlife encounters
- Insect bites or stings
- Contact with poisonous plants
- Uneven terrain
- Slipping, falling, or climbing hazards
- Getting lost or disoriented
- Limited or no cellular service
- GPS inaccuracies
- Vehicle damage
- Sand entrapment
- Off-road hazards
- Towing or recovery costs
- Mechanical failure
- Property damage
- Accidents involving other individuals
- Illness, injury, permanent disability, or death

Participants understand that desert and remote environments may lack immediate emergency response access.

Participant knowingly and voluntarily assumes all risks, both known and unknown, associated with participation.

3. Personal Responsibility

Participant agrees that they are solely responsible for:

- Determining their physical fitness
- Bringing adequate water and supplies
- Checking weather conditions
- Following all local, state, and federal laws
- Obeying all park rules and regulations
- Ensuring their vehicle is suitable for conditions
- Informing others of their plans
- Exercising independent judgment and caution

The Secret Tours LLC does not evaluate participant readiness or safety.

4. Release of Liability

To the fullest extent permitted by law, Participant hereby releases, waives, discharges, and covenants not to sue The Secret Tours LLC, its owners, officers, members, managers, employees,

contractors, affiliates, sponsors, partners, licensors, agents, and representatives (collectively “Released Parties”) from any and all claims, demands, damages, losses, liabilities, expenses, or causes of action arising out of or related to participation in the Experience.

This release includes claims based on:

- Personal injury
- Illness
- Death
- Property damage
- Vehicle damage
- Economic loss
- Emotional distress

This release applies even if such injury or damage is caused in whole or in part by the negligence of the Released Parties, except where prohibited by law.

5. Indemnification

Participant agrees to indemnify, defend, and hold harmless the Released Parties from any claims, damages, liabilities, costs, or expenses (including attorney’s fees) arising from Participant’s conduct, actions, or participation in the Experience.

6. No Supervision or Rescue Obligation

Participant understands and agrees that:

- The Secret Tours LLC does not monitor participant location
- The Secret Tours LLC does not track participant safety
- The Secret Tours LLC has no obligation to provide rescue services
- The Secret Tours LLC has no duty to intervene in emergencies

Emergency response, if needed, is the sole responsibility of the Participant and local emergency services.

7. No Guarantees

The Experience may involve changing conditions, closures, weather impacts, or environmental hazards.

The Secret Tours LLC makes no guarantees regarding safety, accessibility, navigation accuracy, terrain conditions, or outcomes.

Participation is voluntary and at Participant's own risk.

8. Refund Policy Acknowledgment

Participant understands and agrees that participation fees are non-refundable except as expressly stated by The Secret Tours LLC.

9. Governing Law and Venue

This Agreement shall be governed by and interpreted under the laws of the State of California.

Any legal action arising from this Agreement shall be filed exclusively in the courts located in San Bernardino County, California.

Participant consents to jurisdiction in those courts.

10. Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

11. Electronic Acceptance

Participant acknowledges that typing "AGREE" within the digital platform (including ClueKeeper or any affiliated system) constitutes:

- A legally binding electronic signature
- An acknowledgment that Participant has read this Agreement in full
- An understanding of its contents
- Voluntary acceptance of all terms

Electronic acceptance shall have the same force and effect as a handwritten signature under applicable electronic signature laws.

12. Age Requirement

Participant represents that they are at least 18 years of age.

If a minor participates, the parent or legal guardian accepts full responsibility and agrees to all terms on behalf of the minor.

13. Acknowledgment

By typing “AGREE” to begin the Experience, Participant affirms:

- I have carefully read this Agreement.
- I understand its terms.
- I understand that I am giving up substantial legal rights.
- I voluntarily accept all risks.
- I agree to be legally bound by this Agreement.

If you do not agree, do not participate.