

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of and in exchange for admittance into Kingdom Bound and Darien Lake Theme Park Resort, the ticket holder does hereby release, forever discharge and agree to indemnify and to hold harmless, Kingdom Bound Ministries, Inc. and Darien Lake Theme Park Resort, or and its officers, directors, employees, agents, contractors and subcontractors, from and against any and all liability, claims, action or actions, cause and causes of action, suits or demands for personal injury, bodily injury, sickness or death as well as property damage and expenses, and including without limitation, attorney's fees and court costs and any and all other liabilities of any nature whatsoever which may arise from my activities as a patron.

In the event that a controversy, dispute or claim should arise against Kingdom Bound Ministries out of or relating to this agreement or activities as a patron, Kingdom Bound Ministries shall make every reasonable effort to bring a mutually agreeable solution to such controversies, disputes or claims. If a reasonable solution cannot be agreed upon, the parties further agree that any and all controversies, disputes or claims which may arise out of or relating to this agreement or activities as a patron shall then be settled by an arbitration panel of (3) three arbitrators administered by the American Arbitration Association. We agree that we will faithfully observe this agreement and that we will abide by and perform any award rendered by the arbitrators. All terms and conditions are subject to Theme Park Resort rules and regulations. A copy of the parks rules is available from Theme Park Resort upon request.

Acceptance of the Kingdom Bound wristbands constitutes a binding agreement of the terms and conditions set forth and also gives Kingdom Bound Ministries and Darien Lake Theme Park Resort permission to video or photograph the bearer while on park premises for promotional purposes, without reward or compensation.

ACCOMMODATIONS RESERVATIONS POLICY

- I. Kingdom Bound Ministries books ALL on-grounds accommodations.
- II. All accommodations are sold in packages that include six event tickets, with a four-night stay in a trailer, hook-up site, overflow site or hotel room. (Children under the age of 3 are free and are not included in the 6-person count). The event wristbands are good for the entire Kingdom Bound event and Darien Lake Theme Park. A \$5.00 non-refundable Shipping & Handling service fee is included in this package (per site).
- III. MAKING RESERVATIONS:
 - A. You must complete an On-Grounds Reservation Form, in this program book, or print the one listed on our web site. Kingdom Bound Ministries will make every attempt to satisfy your requests. Kingdom Bound does not guarantee sites or rooms. Sites are always subject to change without notice.
 - B. You must be 21 years or older to make a reservation and someone 21 years or older MUST be staying on the site for all 4 days of the festival.
 - C. Mail your reservations (certified mail) request to:
Kingdom Bound Ministries Reservations, PO Box 1622, Williamsville, NY 14231-1622
 1. Orders will be processed in the order they are received by postmark starting October 3, 2007. Prior postmarked orders will be returned.
 2. Make copy of reservation page for your records.
 - D. Kingdom Bound will not accept phone calls to verify if your order has been received. Your returned certification card is your verification.
 - E. Kingdom Bound accepts phone calls for reservations on October 24, 2007.
- IV. Site Allocations: Kingdom Bound assigns sites in the following priority:
 - A. Special Needs – Those who have special needs may request a “Special Needs” site. There are a limited number of special needs sites available. Once they are all assigned, the remainder of the “Special Needs” sites will be scheduled according to availability. To qualify for these sites, you must include a copy of your “Handicapped” vehicle permit or a note from your Doctor.
 - B. Church Groups– For safety reasons; we try to assign these sites together as much as possible. (One name under multiple sites)
 - C. Three or more sites- groups requesting three or more sites must be reserved under one person's name. Check website for multiple package prices
 - D. All other accommodation requests are assigned as follows. Sites are assigned on a first-come, first served basis. If the preference listed on your reservation is available, your preference will be honored to the best of our ability. Site locations are never guaranteed.
 - E. Reservations made after May 16, 2008 require payment in full upon booking reservations.
- V. CONFIRMATION LETTER: A confirmation letter and invoice will be sent out in November. This letter confirms we have received your reservation and that it has gone through our selection process for Kingdom Bound 2008.
- VI. PAYMENT POLICY: All deposits are due with your reservation. If deposit payment does not accompany your reservation, it will be returned to you. You will lose your position. Your reservation will be filled based upon the “new” postmark date.
 - A. All package orders received by March 15, 2008 MUST be paid in full by March 15, 2008 to avoid additional charges due to ticket increases. Auto charge is available to pay the balance due on March 15, 2008.
 - B. Packages not paid off by March 15, 2008 will incur an additional ticket increase charge of \$90 per site until final pay off due on May 15, 2008.
 - C. Packages not paid in full by May 15, 2008 will be CANCELLED and your nonrefundable deposit will be retained. PACKAGES MAY BE RESOLD WITHOUT FURTHER NOTICE AFTER MAY 15, 2008
 - D. Reservation made after March 15, 2008 must be paid in full by May 15, 2008
 - E. Reservations made after May 15, 2008 must be paid in full upon reservation.
 - F. KINGDOM BOUND WILL NOT SEND “PAYMENT NOTICES.” You are responsible to make sure your package is paid on a timely basis to avoid additional charges stated above.
 - G. Effective December 1, 2003, a convenience charge may be added to all orders.
 - H. All prices subject to change without notice.
- VII. CANCELLATION POLICY
 - A. There will be a non-refundable \$50.00 PER SITE cancellation fee on all accommodation packages regardless of reason.
 - B. If Kingdom Bound is able to resell the package to someone on the waiting list, a \$50.00 fee will be charged for the “resell”. If packages cannot be resold at time of requesting cancellation, the package resell is the customer's responsibility and NO REFUND WILL BE ALLOWED.
 - C. Packages not paid in full by May 15, 2008 will be cancelled and your payments WILL NOT be returned. Packages will be resold without further notice after May 15, 2008.
- VIII. PACKAGE UPGRADES: If you have reserved a site and request to be placed on a waiting list for a site upgrade, there will be a \$50 SITE CHANGE FEE plus the cost of the site package difference. I.E. –You purchased a Hook-up site and request to be put on the RV waiting list. If you get called due to a RV site becoming available, Kingdom Bound will charge you \$50 to cancel your Hook-up site plus charge you the difference between a Hook-up site and a RV site.