

### Terms & Conditions

1. Deposits (\$800 per tour per person) are refundable up to 60 days prior to the tour less a \$350 cancellation fee. Final payment is due 60 days prior to the tour. Between 60 days and 30 days before the start of your tour 50% of the tour fee is refundable. After 30 days prior to the tour no refund is given. If you are owed a refund of fees paid, it will be mailed within 30 days of receipt of your cancellation notice. If you must cancel your tour, it must be cancelled in writing by US Mail or by emailing a signed scanned original document. Cancellations cannot be accepted by phone or email text. The effective date of cancellation will be the postmark on your letter of notification. *Mail Cancellations To: Outfitter Bicycle Tours, 809C Quarry Road, San Francisco, CA 94129, or scanned documents to [info@outfittertours.com](mailto:info@outfittertours.com).*
2. I acknowledge that I understand the tour itinerary that I am signing up for, the related level of accommodations, number of meals provided, length of rides, amount of climbing, entrance fees provided (or not), general riding difficulty, and other tour specifics. I also have a complete understanding of what is included in the tour price and what is not, including entrance fees, food & meals, incidentals, etc. Incidentals include, but is not limited to, phone and internet fees, laundry charges, souvenirs, personal items, medical expenses, and other expenses of a personal nature. OBT reserves the right to accept or reject tour participant applicant at any time.
3. I acknowledge that I am assuming the responsibility of selecting a tour most appropriate to my physical abilities and interest. I acknowledge that I am in sufficiently good health to undertake the tour without delaying or disrupting the tour or injuring myself. I acknowledge that I may be required to provide a physician's release to participate in the tour. I acknowledge that I may be removed from the tour during the tour if it is deemed by OBT staff that I am not adequately prepared for the tour with no refund of fees paid or compensation for additional expenses brought on by the removal from the tour.
4. I acknowledge that I am responsible for reading and understanding all pre-tour information and for being properly prepared for the tour. This includes starting the tour with the appropriate clothing, equipment, and other items not explicitly provided by



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OBT. I also acknowledge to have an adequate level of athletic and technical skill to participate in the tour which I have signed up for.

5. All participants are required to act in a manner appropriate for other members of the tour to enjoy the tour without negative distraction or interruption. If behavior is deemed out of line with what is appropriate a participant can be ejected from the tour at any time with no refund of fees paid or compensation for additional expenses brought on by the removal from the tour.
6. OBT reserves the right to change the price or cancel any tour for any reason. OBT can also change the itinerary with no notice to participants. These changes are made with the clients in mind and the likelihood of no notice is minimal. If the trip is cancelled due to acts of insurrection, strikes, acts of God, or any other cause beyond the control of OBT, refunds will be based on the percentage of the tour logistics completed and payments to vendors made.
7. Signing this agreement also adds the participant's email to the OBT email list. The email list is not and will not be not shared or sold unless the entire company is sold. If the entire company is sold the email list will only go to the buyer of the company's other assets.
8. Signing this agreement acknowledges that the participant will not receive the final tour packet or any other materials for the tour until their balance for for all services to be provided are paid in full.
9. Signing this agreement acknowledges that the participant will not receive transportation beyond the tour start location and finish location as listed in the itinerary on the website and/or in the tour packet. No transportation will be provided before the tour start date or after the tour end date to any destinations beyond the stated start location or end location.
10. Signing this agreement acknowledges that the participant will incur additional fees if material changes are requested to the itinerary of the tour within 61 days prior to the initial requested tour start date. Material changes include, but are not limited to,



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changes to tour dates, routes, accommodations, and location. Additional fees will be 30% of total tour cost, including bike rental cost if bike rentals are made.

11. OBT pricing is based on the US Dollar/Euro exchange rate at a single point in time. Should the exchange rate rise to more than 1.5 USD/Euro, OBT reserves the right to implement a currency surcharge. Should you wish to cancel due to the currency surcharge, you will be subject to the appropriate cancellation fee as described below.
12. For Guided Tours it is standard that two participants share a room. Participants of Guided Tours will be required to room with participants of the same sex if they do not register with a traveling companion. To guarantee a single room an additional single supplement fee will be charged per person as outlined in the tour itinerary. If OBT is not able to match you with a participant of the same sex to share a room during your stay, you will be charged the single supplement fee.
13. OBT acts only as an agent for various independent suppliers that provide hotel accommodations, transportation, sightseeing, activities, or other services connected with this tour. Such Services are subject to the terms and conditions of those suppliers. OBT and their respective employees, agents, representatives, and assigns accept no liability whatsoever for any injury, damage, loss, accident, delay, or any other incident which may be caused by the negligence, defect, default, of any company or person in performing these services. Responsibility is not accepted for losses, injury, damages or expenses of any kind due to sickness, weather, strikes, hostilities, wars, terrorist acts, acts of nature, local laws or other such causes. All services and accommodations are subject to the laws and regulations of the country in which they are provided. OBT is not responsible for any baggage or personal effects of any individual participating in the tours/trips arranged by OBT. Individual travellers are responsible purchasing a travel insurance policy, if desired, that will cover some of the expenses associated with the loss of luggage or personal effects.
14. I understand the Released Parties cannot be expected to anticipate or control all of the risks associated with the trip and may need to respond to illnesses, accidents, injuries and potential emergency situations. Therefore, I hereby give my consent for any medical treatment, rescue or evacuation services that may be required (as determined by Outfitter Bicycle Tours staff, contractors, medics, emergency personnel, or other



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medical professionals) during my participation in the trip with the understanding that the cost of any such treatment will be my responsibility. I, for my heirs, personal representatives or assigns, agree to indemnify and hold harmless the Released Parties for any cost incurred to treat me, even if any of the Released Parties has signed medical care facility documentation promising to pay for the treatment due to my inability to sign the documentation. I, for myself, my heirs, personal representatives or assigns, further agree to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, the Released Parties from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence per se, statutory faulty, or strict liability of the Released Parties.

**Sign:**

**Date:**



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