



## TERMS AND CONDITIONS OF REGISTRATION AND PARTICIPATION

I wish to register for, and participate in, a bicycle tour program through Outfitter Bicycle Tours ("OBT"). In exchange for being allowed to register for, and participate in, an OBT bicycle tour, I have read and, on behalf of myself, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, I have agreed to the following Terms and Conditions of Registration and Participation ("Terms and Conditions"):

1. **Registration** - All registrations for all tours must be made by completing the online registration form at <https://outfittertours.com/pricing-registration/registration/>. OBT reserves the right to accept or reject any tour participant applicant at any time.
2. **Deposits & Payment** - An US\$800 deposit per tour per person must be paid upon registration. All invoiced amounts must be paid 60 days prior to the tour.
3. **Cancellation and Refund Policy** - Deposits are refundable up to 60 days prior to the tour, less a US\$350 per person cancellation fee. 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 sending written notice via U.S. Mail or by emailing a signed scanned original document. Cancellations cannot be accepted by phone or text message. The effective date of cancellation will be the postmark on your letter of notification or the transmittal date of the email. *Mail Written Cancellations To: Outfitter Bicycle Tours, 223 Park Lane, Hendersonville, NC 28791, or email scanned, signed documents to [info@outfittertours.com](mailto:info@outfittertours.com).*
4. **Tour Changes and Modifications** - OBT reserves the right to change the price or cancel any tour for any reason. OBT can also change the itinerary without notice to participants. OBT reserves the right to make route, hotel, itinerary and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests. 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 already made.

5. **Foreign Currency Fluctuations** - OBT pricing is based on the US Dollar/Euro exchange rate at a single point in time. If the exchange rate rises 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 within these Terms and Conditions.
6. **Participant Change Requests and Fees** - If the participant requests material changes to the itinerary within 61 days prior to the initial requested tour start date, the participant will incur additional. Material changes include, but are not limited to, changes to tour dates, routes, accommodations, and location. Additional fees will be 30% of the total tour cost, including bike rental costs if bike rentals are included.
7. **Tour Itinerary and Inclusions** - I understand the tour itinerary that I am signing up for, including the type of accommodations and 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. Inclusions and items that are not included are outlined on the OBT website, in tour proposals or other formal communication. Items that are not included as a part of an OBT tour include, but are not limited to phone expenses, internet access fees, meals not outlined in the Tour Packet, laundry charges, souvenirs, medical expenses, and other personal expenses.
8. **Transportation Inclusion** - OBT does not provide, or arrange for, transportation to or from the starting and finishing locations of the tour as indicated on the itinerary and/or in the tour packet. I understand that I am responsible for arranging my own transportation to and from the starting and ending tour locations.
9. **Guided Tour Rooming** - For OBT Guided Tours, it is standard that two participants will share a room. Guided Tour participants will be required to room with another participant of the same sex if that participant does 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.
10. **Tour Packet Delivery** - I understand that I will not receive the final Tour Packet, or any other materials for the tour, until the balance for all services to be provided is paid in full. The Tour Packet is generally provided 30 days before the tour and

includes detailed daily itinerary, some routing, a hotel listing, guide contact information, packing suggestions, and general tour information.

11. **Pre-tour Information and Preparation** - 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 OBT.
12. **Voluntary Tour Choice and Removal Acknowledgement** - 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 I have chosen, and that I have an adequate level of athletic and technical skill to participate in 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, at the sole discretion of OBT if it is deemed by OBT staff that I am not adequately prepared for the tour or incapable of meeting the rigors and requirements of participating in the tour activities. In the event that I am removed from the tour, I understand that there will be no refund of fees that I have paid or any compensation for additional expenses incurred as a result of my removal from the tour.
13. **Minor Children** - Participants under the age of 18 must be accompanied at all times by a responsible adult over the age of 25 and must have the permission of a parent or guardian to participate on the trip. A parent or guardian must sign these Terms and Conditions and the OBT Waiver on behalf of any minor participants.
14. **On-Tour Ability & Behavior** - All participants are required to behave appropriately and in a manner that allows all participants to enjoy the tour without negative distraction or interruption. If OBT determines that a participant's behavior is inappropriate, disruptive, abusive, or detracting from others' enjoyment of the trip, OBT reserves the right to remove the participant from a trip, without refund or compensation for additional expenses.
15. **Photos** - I understand that OBT reserves the right to take photographic, video or film records of any of its trips and I agree that OBT may use of any such photographic, video, or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom OBT may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by OBT.
16. **Email List** - I understand that my email address will be added to OBT's email list. The OBT 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 be provided only to the buyer of OBT's other assets.

17. **Independent Service Providers** - OBT collaborates with various independent service providers, including but not limited to providers of hotel accommodations, transportation, sightseeing, and activities, in connection with OBT tours. Services provided by these independent providers are subject to the terms and conditions of those suppliers, and may be subject to the laws and regulations of the country in which the services are provided. Independent service providers are not authorized agents of OBT, do not act on behalf of OBT, and OBT exercises no ownership or control over these providers. I understand that OBT accepts no liability for any injury, damage, loss, accident, delay, or any other incident which may be caused by the acts or omissions of any independent service provider performing services in connection with an OBT tour.
18. **Personal Belongings and Travel Insurance** - OBT is not responsible for the baggage or personal effects of any individual participating on an OBT tour. Individual travelers are responsible for purchasing a travel insurance policy, if desired, that will cover some of the expenses associated with the loss of luggage or personal effects.
19. **Consent for Medical Treatment** - I understand that OBT may need to respond to illnesses, accidents, injuries and potential emergency situations. I hereby give my consent for any medical treatment, rescue, or evacuation services that may be required (as determined by OBT staff, contractors, medics, emergency personnel, or other medical professionals) during my participation in the tour, and I understand that the cost of any such medical treatment, rescue, or evacuation will be my responsibility.
20. **Indemnification** - I, on behalf of myself, my children, and/or my heirs, personal representatives, successors and assigns, agree to indemnify and hold harmless OBT, its agents, shareholders, subsidiaries, affiliates, directors, successors, representatives, owners, officers, volunteers, participants, employees, assigns and all other persons or entities acting in any capacity on its behalf, from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorneys' fees, related to my participation, or the participation of my minor children, on the OBT Tour. I agree to reimburse OBT for any such expenses that it incurs related to my participation, including for damages to equipment or property caused by me and for additional expenses that may be incurred by me, and I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating. This indemnification specifically extends to injuries to my person or property, or the person or property of my minor children.

21. **Waiver, Acknowledgement of Risk, and Arbitration Agreement** - I understand that I will be required to provide a separate, signed and/or otherwise agreed-to **Waiver of Liability, Assumption of All Risks, and Arbitration Agreement (“Waiver”)**, which is a part of the registration process. OBT will not allow guests to be registered for a tour or to participate in any aspect of a tour without signing and/or otherwise agreeing to these Terms and Conditions and the separate Waiver. As is more fully set forth in the Waiver, it is my intention to fully assume all the risks associated with this trip and to release OBT from any and all liability to the maximum extent permitted by law.
22. **Modification, Severability, Governing Law** - These Terms and Conditions shall not be modified except in writing by each of the Parties. If any portion of these Terms and Conditions is held to be invalid, the remaining portions shall continue in full legal force and effect. These Terms and Conditions, as well as any dispute arising out of or relating to my OBT tour, shall be governed by the substantive law of the State of North Carolina, without regard to otherwise applicable conflict of law rules.

**These Terms and Conditions are accepted by OBT in Henderson County, North Carolina.**

**Sign:**

**Date:**

\_\_\_\_\_ I am the registered participant, I am 18 years of age or older, and I have read and agree to be bound by these Terms and Conditions.

or

\_\_\_\_\_ I am the parent or guardian of the registered participant, who is a minor child under the age of 18 years, and I give my permission for my child or ward to participate in the trip and I further accept and agree, individually and on behalf of my child or ward, to these Terms and Conditions.