

## Terms & Conditions

1. **Registration** - All registrations for all tours must be made by completing the online registration form at <https://outfittertours.com/pricing-registration/registration/> or on the related WeTravel booking page.
2. **Deposits & Payment** - \$1,000 deposit per tour per person. All invoiced amounts must be paid prior to tour participation.
3. **Cancellation & Payment Policy** - Deposits are refundable up to 60 days prior to the tour less a \$400 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, 174 Brookwood Road, Asheville, NC 28804, or scanned documents to [info@outfittertours.com](mailto:info@outfittertours.com).*
4. **Release** - Guests are required to provide a signed and/or otherwise agreed-to ***Release of Liability, Assumption of All Risks, and Arbitration Agreement***, 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 both this form and the release form.
5. **Tour Itinerary & Inclusions** - 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 are 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.
6. **Tour Choice** - I acknowledge that I am assuming the responsibility of selecting a tour most appropriate to my physical abilities and interests. 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 or incapable of meeting the rigors and requirements of participating in the activities, with no refund of fees paid or compensation for additional expenses brought on by the removal from the tour.

7. **Bicycle Use** - I agree that I am responsible for the bicycle and all equipment provided to me during the tour until its return to OBT, and I agree to pay for any and all loss or damage to the bicycle and/or equipment, excluding normal wear and tear. I understand that while riding the bicycle, I am subject to all of the laws of the road, and it is my responsibility to familiarize myself with and observe these laws while riding the bicycle. I understand it is my responsibility to wear a helmet when riding the bicycle. I understand that OBT and all related parties do not own/operate/maintain the roadways where the bicycle will be used, and they make no warranties as to the conditions of the roadways where the bicycle is used.
8. **Photos** - I understand that OBT reserves the right to take photographic, video or film records of any of its trips and hereby agree that OBT may use 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, titles, and interests I may have in or to any and all media in which my name or likeness might be used by OBT.
9. **Pre-tour Information** -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. I also acknowledge having an adequate level of athletic and technical skill to participate in the tour which I have signed up for.
10. **On-Tour Ability & Behaviour** - 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. I understand that OBT reserves the right to deny my participation in the tour and/or require me to leave the tour at any time if OBT, in its sole discretion, determines that my participation is detrimental to the well-being and enjoyment of other travelers. If behavior is deemed out of line with what is appropriate OBT reserves the right to remove any participant from a trip, without refund or compensation for additional expenses, any person it judges to be abusive to other trip participants, leaders or third parties, or who it determines to detract from the enjoyment of the trip by others.
11. **Pricing & Changes** - 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 made.

12. **Email List** - 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.
13. **Tour Packet Delivery** - 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 all services to be provided is paid in full.
14. **Transportation Inclusion** - 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.
15. **Tour Change Fees** - 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, 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.
16. **Foreign Currency Fluctuations** - 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 within this agreement.
17. **Guided Tour Rooming** - 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.
18. **Services Provided** - 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, disease diagnosis, weather, strikes, hostilities, wars, terrorist acts, acts of nature, local laws & travel requirements, 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 travelers are responsible for purchasing a travel insurance policy if desired, that will cover some of the expenses associated with the loss of luggage, loss of personal effects, or inability to travel due to health issues, disease diagnosis, or governmental requirements or restrictions. I understand that OBT does not carry or maintain health, medical, or disability insurance coverage for any participant. Each participant is expected and encouraged to obtain his or her own travel insurance as well as medical or health insurance coverage, and to check with his or her own travel insurance as well as medical or health insurance coverage, and to check with his or her own health insurance provider about coverage while traveling abroad.

19. **Risks** - 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 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:**