

# *Pa Motorcycle Tours, LLC*

## **TERMS AND CONDITIONS FORM**

READ THIS CAREFULLY; IT AFFECTS YOUR LEGAL RIGHTS. PLEASE DOWNLOAD, READ, SIGN, AND RETURN THE WAIVER TO PA MOTORCYCLE TOURS, LLC WHEN YOU REGISTER FOR A TOUR. RETURN SIGNED FORMS TO: PA Motorcycle Tours, LLC, 82 Governor Markham Drive, Glen Mills, PA. 19342 or email to [Guides@motorcyclepa.com](mailto:Guides@motorcyclepa.com)

For the purposes of this document, PA Motorcycle Tours, LLC will be referred to as the "OPERATOR" and the motorcycle driver and any passenger will be referred to as the "PARTICIPANTS".

### TOUR INCLUSIONS

All tours that are two or more riding days include lodging, scheduled attraction and local/State/National Park entrance fees, road/ferry tolls, and daily tour guides. Breakfast is included when provided by place of lodging. Not included in the tour price are fuel, alcoholic beverages, lunches, other dinners, airfare, any costs (e.g. lodging, fuel, travel) outside of the tour dates, motorcycle rentals, any needed motorcycle repairs or incidentals and any other expenses not listed above as included. No refunds can be made to the PARTICIPANTS for any missed activities, or lodging during any tour.

### ACCOMMODATIONS

Rates are based upon single or double room occupancy, depending on the type chosen by the PARTICIPANT. Most accommodations are designated as non-smoking. If PARTICIPANTS cause the OPERATOR to be penalized for smoking in a non-smoking establishment or for any other reason, the PARTICIPANT shall pay all fines associated with the PARTICIPANTS actions, and the OPERATOR shall not be held financially responsible. Valid credit card must be provided to each place of lodging to cover and additional incidentals provided to PARTICIPANT. PARTICIPANTS planning on arriving by plane (or train) who would like to be met upon arrival shall contact the OPERATOR at least 30 days prior to their tour start date to sign up for the OPERATORS Fly-And-Ride Option. The Fly-And-Ride Option is available for an additional fee and includes pick-up/drop-off and pre-tour accommodations.

### PARTICIPANT REQUIREMENTS

All PARTICIPANT riders are required to have a valid motorcycle license, valid liability insurance and be at least 21 years of age. Passengers are not required to have a motorcycle license. PARTICIPANTS who will be renting motorcycles shall contact the OPERATOR at least 30 days prior to their tour start date to make arrangements with our partners who handle the motorcycle rentals.

### MEALS

The tour price includes arrangements as described above. The tour price does not include lunches or dinners. The OPERATOR will arrange lunch stops and dinners near the night's accommodations during the tour but PARTICIPANTS will cover those meals' costs. **Alcoholic beverages are limited to after the day's riding is complete.**

## PAYMENT AND CANCELATION POLICIES

The OPERATOR requires that in order for PARTICIPANTS to reserve a registration spot for multiple day tours, PARTICIPANTS must pay the OPERATOR a 50% deposit per person 60 days prior to the tour start date or at the time of registration, whichever is sooner, payable by Paypal or by check. Deposits made by PARTICIPANTS shall be followed or accompanied by signed copies of the OPERATOR's Terms and Conditions form and the Assumption of Risk, Covenant Not to Sue and Waiver and Release form. PARTICIPANTS shall also submit to the OPERATOR a copy of the PARTICIPANTS valid insurance coverage and motorcycle endorsed driver's license. These documents shall be submitted by email or U.S mail 30 days prior to the start of the tour. Full payment is due to the OPERATOR 30 days prior to the PARTICIPANTS tour departure date or at the time of registration, whichever is sooner. Full payment may also be made at the time of registration. If PARTICIPANTS cancel a tour reservation prior to 30 days before the scheduled tour date, PARTICIPANTS shall be refunded the full amount of the payment minus a \$100.00 processing fee. Cancellations made after the 30-day period will not be refunded, but PARTICIPANTS may apply the total unused amount toward any of the OPERATOR'S upcoming tours within 12 months of the cancellation date. The OPERATOR recommends that all PARTICIPANTS obtain travel insurance (from a local travel agent) to cover PARTICIPANTS expenses should extenuating circumstances cause PARTICIPANTS to be unable to attend a scheduled tour. The OPERATOR may cancel a tour for any reason, including having an insufficient number of participants. The OPERATORS decision to cancel a tour due to insufficient participants will be made within 25 days of the tour date. If the OPERATOR for any reason cancels a tour, the PARTICIPANTS shall receive a full refund of any and all amounts paid to the OPERATOR for the cancelled tour or may choose to apply their payments towards the payment of another tour.

## RECOMMENDATIONS FOR PARTICIPANTS

The OPERATOR welcomes PARTICIPANTS on all makes and models of motorcycles but requires that all motorcycles comply with state and local laws regarding noise and safety equipment. The OPERATOR recommends that PARTICIPANTS have a minimum of several thousand miles of riding experience for any multi-day tour and requires that all PARTICIPANTS have sufficient skill and experience in order to ride long distances safely in varying weather and road conditions. The OPERATOR also recommends that PARTICIPANTS have previously taken a rider education program. If PARTICIPANTS have any questions about the match between their riding experience and the OPERATORS tours, PARTICIPANTS can contact the OPERATOR prior to registration. Please note that these are recommendations only. The OPERATOR will not in any way be responsible for checking the conditions of the PARTICIPANTS' motorcycles for road-worthiness or suitability for tours, or for testing or verifying the suitability of any PARTICIPANTS riding skills or experience for any particular tour.

## OPERATOR RIGHTS

The OPERATOR makes every effort to provide safe and enjoyable tours for all PARTICIPANTS. Because of this, the OPERATOR reserves the right to accept or deny any PARTICIPANTS from participating in a tour for a number of reasons. The OPERATOR reserves the right to dismiss PARTICIPANTS at any time during the tour if the OPERATOR determines that:

- Illegal drugs have been used at any time;
- Alcoholic beverages have been used prior to any departure or during the daily ride;
- The PARTICIPANTS are riding in an unsafe manner;

- The PARTICIPANTS act in such a manner as to make other PARTICIPANTS or any OPERATOR employee unsafe or uncomfortable.

Dismissed PARTICIPANTS are responsible for all transportation, accommodations and costs incurred as a result of a dismissal. No refunds will be given to PARTICIPANTS who are dismissed from a tour once it has begun.

#### LEGAL DOCUMENT VALIDATION

Regardless of modification, invalidation, or any changes to any one clause of these terms, all unaffected portions of this document remain valid as a whole. This document, except where voluntarily supplemented by the "Waiver and Release" document, supersedes any and all verbal and/or other written agreements made between the OPERATOR and the PARTICIPANTS.

#### PRIVACY POLICY

The OPERATOR does not share or sell any information of the PARTICIPANTS including but not limited to names, mailing addresses, phone numbers, email addresses or any private billing information including credit card numbers and bank account numbers.

#### DISCRIMINATION POLICY

The OPERATOR does not discriminate against any race, religion, color, ethnic background, gender, sexual orientation or handicap.

PARTICIPANTS HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE TERMS, AND SIGN IT VOLUNTARILY:

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Print Name

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Signature

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Date

# *Pa Motorcycle Tours, LLC*

## **ASSUMPTION OF RISK, COVENANT NOT TO SUE AND WAIVER AND RELEASE**

In consideration for being permitted to participate in the motorcycle tours ("Tours") operated by Pa Motorcycle Tours, LLC (the "OPERATOR"), the motorcycle driver and its passenger (hereinafter collectively referred to as "PARTICIPANTS") for themselves and their respective heirs, assigns, next of kin and legal representatives, hereby:

- ASSUME ANY AND ALL RISKS, known and unknown, and assumes all responsibility for the losses, costs and/or damages resulting from injury, disability, paralysis or death, involved in or arising from PARTICIPANTS participation in the Tours, including, but not limited to, collision between PARTICIPANTS motorcycle and another vehicle, a person or stationary object, skidding, overturning, sudden stops, equipment failure, motorcycle failure, braking or acceleration, flying objects, fire, explosion, the unavailability of emergency care or the negligent or deliberate acts of another person, whether or not caused by the negligence or fault of the OPERATOR, its members, managers, employees, agents and legal representatives and other participants in the Tours.
- RELEASE AND DISCHARGE the OPERATOR, its members, employees, agents, legal representatives and other participants in the Tours from any and all liability to the PARTICIPANTS, their respective parents, spouses, personal representatives, assigns, heirs and next-of-kin, on account of, arising out of or in connection with any and all injuries, death, losses, damages, and any claims or demands for any injuries, death, losses or damage, to the person or property of the PARTICIPANTS, whether or not caused by the negligence or fault of the OPERATOR, its members, managers, employees', agents and legal representatives and other participants, while the PARTICIPANTS are participating in the Tours.
- WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims, material or otherwise, which the person giving the release does not know or suspect exist at the time of executing the release.
- AGREE that by participating in the Tours, PARTICIPANTS are aware of the inherent dangers of driving motorcycles and the basic safety rules for driving such vehicles. If PARTICIPANTS believe that PARTICIPANTS cannot safely participate in the Tours, PARTICIPANTS will immediately notify the OPERATOR and cease further participation in the Tours. PARTICIPANTS may not participate in the Tours under the influence of drugs or alcohol, or if there is any other physical condition that may impair the ability to understand the instructions or participate without creating risk to the PARTICIPANTS or others.
- AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the OPERATOR, its members, managers, employees, agents and legal representatives for any expenses, attorney fees, loss, liability, damages, or costs they may incur due to claims or lawsuits filed or made against the OPERATOR, its members, managers, employees, agents or legal representatives, or arising out of or relating to the PARTICIPANTS participation in the Tours, whether the claim is based on the negligence or fault of the other PARTICIPANTS, OPERATOR, or otherwise.

• GRANT AND ASSIGN to the OPERATOR, without liability or obligation to PARTICIPANTS, the irrevocable right, including artistic, proprietary, and commercial, to reproduce, publish, exhibit, and otherwise use the images of PARTICIPANTS, in all forms and media, including composite or artistic representations, for advertising, trade, or any other lawful purpose. PARTICIPANTS agree that OPERATOR may, but is not obligated to, specifically identify the PARTICIPANTS depicted in any such image. PARTICIPANTS waive any right to inspect or approve the finished version(s), including written copy, that may be created or appear in connection therewith.

PARTICIPANTS HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE TERMS, UNDERSTAND THAT BY SIGNING THEY GIVE UP SUBSTANTIAL LEGAL RIGHTS THAT PARTICIPANTS MAY OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE OPERATOR'S FAULT, AND SIGN IT VOLUNTARILY:

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Print Name

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Signature

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Date