

Motorcycle Road Tours – Registration Agreement

PLEASE READ CAREFULLY BEFORE REGISTERING!!

Tour Provisions :

Our tours will include tour guides, lodging at either historic hotels, mountain lodges, quaint motels, inns or bed & breakfasts, meals, route maps, information packets, entrance fees into state or national parks, or places of interest as stated in the tour description, and all taxes and gratuities. Accommodations and meals will be provided as stated, according to the specific tour taken. There will be no refunds for any missed lodging or meals during the tour in the event of a motorcycle breakdown. **A maximum of 10 motorcycles (includes tour guides) will be on any given tour unless specified. No tour will proceed without a minimum of 4 motorcycles (includes tour guides).**

Tours do not include rental of motorcycle, support vehicle w/motorcycle trailer, fuel, repairs, insurance, alcoholic beverages, souvenirs, incidentals, personal items, airfare, or lodging before and after the tour dates. There is a Supplemental Towing Service available upon request for an additional fee, in the event of any breakdowns or mechanical failures incurred during the tour.

Should Motorcycle Road Tours cancel a tour for any reason, at any time prior to the start date, full refunds will be given. Motorcycle Road Tours cannot be held liable for any lost monies for any hotel or airfare made prior to or after the tour dates, due to its cancellation. Travel insurance is highly recommended, should you be unable to attend a scheduled tour or in the event the trip is interrupted. You can obtain travel insurance through a travel agent in your area. Motorcycle Road Tours reserves the right to change the tour itinerary at any time, due to adverse weather conditions, road conditions/closures, etc., and will not be held liable for such changes.

Participation Requirements :

All tour participants must be **21 years of age or older**. All riders must possess a current **valid motorcycle operator license** or current valid International motorcycle operator license. Motorcycles ridden during the tour, whether your own or a rental, must be in good operating condition and comply with California State and Nevada State laws regarding helmets, noise and safety equipment and have current **motorcycle insurance**. Motorcycles with aftermarket exhaust, such as straight pipes, that are beyond legal sound limits, are not permitted to participate in our tours. Participating riders are to possess **at least 1 year of riding experience** on a motorcycle of at least 750cc and have **at least 7,000 miles of riding experience** in various road and weather conditions. **Our tours are not for novice riders** as most of the riding done are on roads that are located in the Sierra Nevada, mountain terrain, lower foothills, and coastal regions. The different road conditions vary from narrow to winding to tight hairpin turns, as well as a variety of weather conditions that require that a rider be proficient in

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the handling of their motorcycle. Motorcycle Road Tours highly recommends taking a Motorcycle Safety Course before booking on any of their tours.

Payments and Cancellations :

All tours require a deposit per person to reserve; the specific amount is described in the tour. The remaining balance is due no later than 30 days prior to the beginning date of the tour. You may cancel a tour up to 60 days prior to the tour start date for a full refund, less an administrative fee of \$100.00. For cancellations between 59 and 41 days of the tour start date, you'll receive a 50% refund, less an administrative fee of \$100.00.

ALL CANCELLATIONS ARE TO BE REQUESTED IN WRITING AND RECEIVED PRIOR TO THE NUMBER OF DAYS AS STATED ABOVE BEFORE THE TOUR START DATE for **any refund**. There will be **NO REFUNDS** if written cancellations are received less than 30 days of the tour start date.

Towing Service

A Supplemental Towing Service is provided upon request should your bike become disabled during the tour. Only Flatbed Tow Trucks will be dispatched and your bike taken to a bike shop within the area of the breakdown. **Let us know if you would like to add the supplemental towing service to your tour package.

Fee amount - \$25.00 to be added to tour price. (If tow exceeds \$100.00, you will be responsible for additional fees to the towing company.)

**Waiver of release: I hereby agree to release Motorcycle Road Tours, their owners, agents and staff from any claims of damages to property or loss of property, causes of action, or any other liability of any kind arising from the towing of my motorcycle in the event of a breakdown. Any and all matters concerning the towing of my motorcycle will be between myself and the towing company dispatched.

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License Requirement

IMPORTANT Please Note: You will be required to have in your possession during any MRT tour, a current valid motorcycle operator's license or International operator's license showing motorcycle designation, as well as proof of current motorcycle insurance. If you arrive on a tour without a current valid motorcycle operator's license or International operator's license showing motorcycle designation and proof of current motorcycle insurance, you will not be able to participate in the tour and you will forfeit any refunds.

Privacy Notice

All personal information furnished to Motorcycle Road Tours will be kept confidential and used solely for the purpose of tour bookings only. No information about you or your passenger is shared with anyone for any reason except medical emergency information purposes.

Waiver and Release Form

I acknowledge and accept that motorcycle riding is an inherently dangerous activity. I understand that riding on a motorcycle while on tour has a potential to involve risk of personal injury or death and damage to or loss of property. In consideration of the benefits to be derived from my participation in this tour, I hereby accept all risks of personal injury and/or property damage to or loss of property arising from my participation. I certify that I am over 21 years of age, am duly licensed and competent to operate a motorcycle over 750cc, or ride as a passenger in a safe and legal manner, and the motorcycle I will be operating or riding on during the tour is at least 750cc and in safe and legal operating condition. I will be operating or will be a passenger on a motorcycle on public highways and roadways, in changing road and weather conditions. I will be solely responsible as the operator to determine the speed and operational characteristics of the motorcycle with which I will be operating and for my ability as a motorcycle operator while participating in the tour. I will be solely responsible for any traffic tickets acquired while on the tour. As a passenger, I will be solely responsible for my ability to ride along while participating on the tour. I expressly accept and assume the risk and all legal responsibility for any injury to person(s) or property resulting from any of the inherent dangers and risks of operating a motorcycle or participating as a motorcycle passenger while on tour.

I understand that Motorcycle Road Tours, is acting solely as my agent only to provide guidance as to routes, and to obtain lodging, meals and fuel along the route, and I hereby release and hold harmless Motorcycle Road Tours, its principles, owners, agents, members,

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managers, employees, directors, trustees, and representatives against any and all claims, causes of action, or any other liability of any kind arising from my participation and operation of a motorcycle or participation as a motorcycle passenger and my activity of motorcycle touring. I hereby release and hold harmless Motorcycle Road Tours from any and all claims, causes of action, or any other liability of any kind arising from any claims of illness, bodily injury, death, property damage or loss, however caused, arising from or related to this tour. I agree to waive any and all claims of liability or negligence of any kind that may arise against Motorcycle Road Tours, its principles, owners, agents, members, managers, employees, directors, trustees, and representatives against any all claims, costs, and attorney's fees that may arise as a result of accidents, injuries or deaths involving me during the course of the tour, regardless of cause.

I agree to abide by all tour requirements regarding participation and safe operation of the motorcycle while participating in a group tour ride, use of alcohol or drugs and agree that any violation of these requirements will result in the termination of my participation in the tour without recourse or refund.

I certify that I have no known physical or mental impairment that may affect my safety or the safety of the group. I understand that pursuant to California and Nevada State Laws, Motorcycle Road Tours requires that all tour participants wear a DOT approved helmet, and that a "novelty" or "beanie" helmet will not be accepted during the tour and will terminate my tour participation without refund. I understand that Motorcycle Road Tours strongly recommends the use of other protective riding gear such as eyewear, gloves, riding boots and rain gear. Further, I certify that I am not under the influence of alcohol, any narcotic, or other drug that may impair my judgment and understanding of this waiver and release form.

Before the tour begins, you will be asked to sign a copy of this waiver and release form. Failure to sign this form will result in a cancellation without refund.

Payment Information

A deposit for each person or full payment is required to reserve a spot on the tour, as stated in the tour description. If placing a deposit, the remaining balance must be received no later than 30 days prior to the first day of the tour requested. Payments are accepted through PayPal, Visa, Mastercard, American Express, Discover, eChecks, or bank accounts. After deposit is made, you may return to the registration page to pay the remaining balance.