

TOUR BOOKING AGREEMENT

BETWEEN: Southern Oregon Adventure Riders Touring Company, LLC
An Oregon limited liability company **(SOAR)**

AND: _____ **(Participant)**

**EFFECTIVE
DATE:** _____

TERMS AND CONDITIONS

1. Safety is our number one priority while you enjoy the greatest motorcycle adventure/experience on the West Coast.

2. Acceptance of terms and conditions and disclaimer of liability, claims, damages. By submitting the electronic form or making a booking in any other way or manner, as well as paying the deposit, you agree to be familiar with these Terms and Conditions and to accept it as a binding agreement between you and SOAR.

3. Release and Waiver. Every Participant in a SOAR tour is required to accept and sign the Waiver and Release of Liability Agreement before the guided tour begins. SOAR cannot accept a tour Participant without these signed forms.

4. Cancellation of the Contract/ Refunds. Cancellations received more than 60 days prior to departure may be subject to a \$1,000 per booked Motorcycle Cancellation Fee. This Cancellation Fee may be applied to a future tour booking anytime within an eighteen (18) month period following the original tour start date. Cancellations received less than 60 days prior to departure will be subject to the following forfeit of tour cost:

- 60 - 31 Day Cancellation Notice: 60% of Total Booking Amount;
- 30 or Less Day Cancellation Notice: 100% of Total Booking Amount; and
- No Show: 100% of Total Booking Amount.

4.1 All Cancellation Fees will be charged to the credit card on file. By signing this agreement you are authorizing SOAR to charge your credit card accordingly. SOAR recommends that you take out adequate travel, health and accident insurance, as well as trip cancellation insurance.

- 4.2 When the tour Participant registers for a tour he/she is offering to enter into a legally binding travel contract with SOAR, which will be accepted only if SOAR issues a written confirmation of travel. On booking, an advance payment of \$1,000.00 USD shall be paid. The balance of the tour price shall be paid, without SOAR having to send an additional request for payment, 60 days prior to the tour start date. SOAR reserves the right to withdraw from providing service if the tour Participant is late in paying.
- 4.3 No refunds are provided if your tour is terminated early due to an accident, inability to continue, or dismissal from a tour. Leaving a tour mid-way will incur the loss of your Motorcycle Security Deposit
- 4.4 SOAR reserves the right to change tour routes, overnight accommodation venues, and other services as necessary because of seasonal circumstances and current weather conditions. Should the need arise, SOAR will endeavor not to change the character of the tour and to provide similar services. SOAR endeavors to arrange tour dates in such a way that the weather conditions for a motorcycle tour are favorable. SOAR does not assume any responsibility for poor weather conditions that may occur and in this respect the tour Participant has no claim of any kind for reimbursement of the tour price. Proper clothing and attire for all weather conditions is the responsibility of the Participant.
- 4.5 SOAR will be released from its obligations under the contract if a cancellation is based on exceptional and unforeseeable events that cannot be influenced by the party and the consequences of which couldn't have been avoided despite exercising due care. In that case, SOAR is not responsible or liable for any additional costs, losses and inconvenience to the tour Participant as a result of the change(s) in the program. If the tour is canceled before the departure date, SOAR will refund the full amount to the Participant.
- 4.6 SOAR will be released from its obligations under the contract if within the scope of a group travel, a tour Participant, despite a warning, continues to disturb the travel performance by grossly improper behavior. If any damage incurs as a result of the tour Participant's improper behavior, the tour Participant is liable to compensate SOAR for the damage caused.

5. Acceptance or Denial of Tour Participant. SOAR reserves the right to accept or deny any Participant from participating in a SOAR tour. SOAR does not and will not discriminate against race, religion or sex. SOAR owners, operators or tour guides may for any reason deny a Participant continuance of the tour if they feel that the Participant is a danger or a disruption to himself, herself or the tour group. Any Participants denied continuance of a tour is responsible for his or hers own accommodations, meals, airport shuttle services or any other costs incurred as a result of their tour termination. No refunds will be issued to those Participants who are terminated from SOAR once the tour has begun.

6. Changes. A change in the identity of the tour Participant is possible if the replacing person meets all conditions regarding the participation.

Where the booking party is prevented from proceeding with the package, he/she may assign the booking to another person. SOAR must be informed of the assignment directly within a reasonable amount of time before the departure date. The assignor and the assignee will be jointly liable for both the outstanding balance and the additional costs arising from the transfer.

7. Your Responsibility and Requirements. You participate with SOAR knowingly as a competent rider and do so entirely at your own risk understanding that motorcycle riding and touring involves a certain amount of risk and demands that you show respect and courtesy to your fellow riders. Requirements:

- 21 years of age or older;
- Valid motorcycle operator's license;
- Minimum of three (3) years of riding experience on heavyweight motorcycles; and
- Major credit card is required.

8. Motorcycling Experience. Some sections of highway may be 'off-road' rough. We expect that you will have at least three (3) years motorcycle riding experience behind you, on large capacity motorcycles. To ride on our tours we expect you to ride with skill, care, and confidence off-road. Some riding days can be long and require good physical fitness and stamina. When you make a booking you guarantee and represent that you have the authority and required motorcycling experience to do so and that you also accept these Terms and Conditions.

9. SOAR Responsibility. SOAR is responsible for providing the services listed in the tour description according to the local standard and the accurate description of services offered in its literature. SOAR is responsible for conscientious travel preparations. SOAR and its employees are not responsible or liable for any accidents and cannot be held liable in any way for any occurrence in connection with the operation or the client's participation in connection with the tour which might result in injury, death or other damage to the tour Participant, his property, or his family, heirs, or assigns. SOAR is not responsible for any delays, changes, in schedule or other conditions. All SOAR tours are planned and updated to maximize the enjoyment of our tour Participant. We reserve the right to modify any tour as needed to accommodate operating needs or circumstances beyond our control, without notice to our tour Participant. This includes but is not limited to ride routes and daily itineraries.

10. Conduct on Tour. SOAR reserves the absolute right to remove you from the tour without notice should your behavior, in our opinion:

- Cause annoyance, distress or danger to others in the group or anyone with whom we come in contact on tour; and
- Cause undue damage to motorcycles or places in which we stay. In such cases, you will receive no refund.

11. Daily Maintenance. At the beginning of each day tour Participants are expected to check the oil level which is a sight glass, tires, chain and overall condition of the bike. The motorcycles are brand new and the electronic packages are equipped with TPS (tire pressure monitoring system).

SOAR will not be held liable if you fail to take care of your bike. You are responsible for inspecting your rented equipment prior to operating it.

12. Helmets. Helmets must be worn at all times regardless of state laws.

13. Rental. All motorcycle models will have saddlebags for luggage and luggage racks. SOAR reserves the right to substitute the motorcycle confirmed to tour Participants. Unfortunately, at times, certain unexpected and uncontrollable situations arise which may require the substitution of a motorcycle. This includes, but is not limited to delay in manufacture fleet delivery, mechanical failure, collision damage, and theft. Should SOAR not be able to provide a confirmed motorcycle, a similar or better model will be provided to the tour Participant. This constitutes the maximum liability of SOAR.

A Motorcycle Security Deposit shall be paid to SOAR at the time of motorcycle pick-up. Security Deposits can range from \$1,000 – \$3,000. SOAR reserves the right to adjust the amount of this Motorcycle Security Deposit and deductible without notice. The Motorcycle Security Deposit will be refunded upon return of the undamaged motorcycle. During the tour SOAR is not obliged to replace a damaged motorcycle.

14. Local Requirements. The tour Participant joins the road traffic of the tour destination on their own responsibility and is obliged to heed the provisions of the local road traffic regulations. The tour Participant shall bear any penalties, fines or similar charges, including damage to a third party's person or property attributable to their own actions. If the tour Participant does not comply with traffic laws or the requirements for group travel, SOAR may terminate the Participant's tour and the rental motorcycle will be impounded.

15. Health, Mediation, Drugs and Alcohol. A good general state of health corresponding to the tour description is a prerequisite for participation. Tour Participants who do not fulfil such prerequisites may be excluded from participation in the whole tour or sections thereof without any claim on SOAR arising therefrom. Consulting a doctor is recommended, in any case, before the start of the tour. If there are doubts in respect of a tour Participant's state of health then a medical certificate to the contrary must, on request, be presented to SOAR.

Participants are not permitted to take drugs, alcoholic drinks or medicines that affects their ability to ride. In the event of a failure to comply with this rule the Participant's tour shall be terminated.

16. Off-road Driving. Off-road driving outside the route laid down by SOAR is not allowed. The tour Participant must bear losses arising from unauthorized off-road driving in full. Road Restriction: Rental motorcycles are not allowed on gravel roads, beaches, "logging" or other nonpublic roads except as authorized by SOAR. "Off-roading" is strictly forbidden. Participant will be held liable for any damages.

17. Minimum Tour Participants. If there are insufficient numbers of tour Participants in a particular tour group, we reserve the right to one of the following:

17.1 Amend that route for the smaller group without diluting any of the characteristics of the tour;

17.2 Offer to the tour as a Self-Drive Tour (bike rental & hotel package); or

17.3 Offer to operate the tour if all customers agree to a supplement charge due to the low number of tour Participants. If tour Participants do not accept to pay the supplement, SOAR will refund their payment in full, which will constitute the full settlement.

SOAR is not liable for any additional costs or losses incurred by the tour Participant due to SOAR's cancellation of a tour due to lack of participation. This includes, but is not limited to the cost of pre-paid airline tickets, hotel reservations or automobile rentals. Situations may arise which, in our opinion, make it necessary for us to cancel, advance or postpone a scheduled tour, change itineraries, and other travel arrangements. We do not assume responsibility or liability for any resulting losses, expenses or inconvenience. Your full tour price will be refunded if the tour is cancelled prior to scheduled tour start date.

18. Disclaimer of Liability, Claims and Damages. Every Participant in a motorcycle tour organized by SOAR participates at their own risk and shall indemnify and hold SOAR harmless from all liability.

Each Participant states/declares/guarantees:

18.1 To waive all claims they may have or may in the future have against SOAR, their owners, managers and employees and other persons or companies who in any way contribute to the SOAR organized motorcycle tours (hereinafter collectively referred to as "RELEASEES") and to release the RELEASEES from any potential liability for loss, damage, expense or injury including death that may occur as a result of participation in one or more motorcycle trips, by any cause whatsoever, including negligence, breach of contract, or waiver of protection tasks, including protection tasks according to the law, with respect to the RELEASEES, and further including failure of the RELEASEES to protect me from the risks and dangers of the above motorcycle trips.

Participant further releases the RELEASEES from any potential liability for property damage or injuries caused to a third party as a result of participation in one or more motorcycle trips. This release is also effective and binding upon heirs, kin, executors, administrators and representatives in the event of death or disability.

18.2 Any disputes shall be settled by the Circuit Court in Douglas County, Roseburg, Oregon, using Oregon law.

19. Modification. No modification of this Agreement is valid unless it is in writing and signed by all parties.

20. Integration. This agreement is the entire Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, and agreements, oral or written, of the parties.

21. Litigation Expense. If suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the prevailing party shall be entitled to recover from the other party or parties, in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorney fees to be set by the court at trial and on any appeal therefrom.

I UNDERSTAND AND AGREE TO ALL THE FOREGOING

Driver Signature: _____

Printed Name: _____

Driver's License # _____ State: _____

Dated: _____

Witness Signature: _____

Printed Name: _____

Dated: _____