

Women's Motorcycle Tours

TERMS AND CONDITIONS

TOUR OPERATOR



Women's Motorcycle Tours

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Diamond Bar, CA 91765 USA

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www.WomensMotorcycleTours.com

TOUR BOOKING, PARTICIPATION AND WAIVER OF LIABILITY

1. Items required to reserve your spot on the tour include:
 - 1.1. Full name and address of participant
 - 1.2. Passport numbers and expiration dates for all participants touring in a country not their own
 - 1.3. Driver's license information with proper motorcycle endorsement
 - 1.4. Booking deposit of \$500.00 tendered by check or other agreed upon method
2. Booking Form
 - 2.1. Available by email from Info@WomensMotorcycleTours.com
- 2.2. Email to Info@WomensMotorcycleTours.com or print it out and mail it with your deposit check to:
Women's Motorcycle Tours
944 Pantera Drive
Diamond Bar, CA 91765 USA
3. With your signature on the Tour Booking form or the Release and Waiver of Liability you agree to these Terms and Conditions as a binding contract between you and Women's Motorcycle Tours (WMT). All persons participating in a WMT tour or event is required to accept and sign a Release and Waiver of Liability form as a condition of participation.

TOUR PARTICIPANT'S REQUIREMENTS

1. Riders must have and carry a valid driver's license with proper motorcycle endorsement.
 - 1.1. The license must be valid in the state/country of residence and be endorsed for the type and size of motorcycle being ridden on the tour.
 - 1.2. An international driver's license is required for touring outside of North America.
2. Experience
 - 2.1. At least 3,000 miles of recent motorcycle riding experience is required.
 - 2.2. MSF course completion is recommended for all riders and required for riders with less than two years experience and/or 3,000 recent miles.
 - 2.3. Those with fewer than 3,000 miles should contact the Women's Motorcycle Tours prior to booking.
3. Minimum Age
 - 3.1. Rider: 25 years of age or older.
 - 3.2. Exceptions can be made on an individual basis by contacting WMT and acquiring a written exemption to this rule. Ask for details; it will depend on the laws and circumstances governing each tour.
 - 3.2.1. 18-25 year olds may be allowed upon approval & on own machine with a responsible relative/mentor also participating (or in the case of a rental motorcycle wherever the rental agency's cut-off age applies.)
 - 3.3. Passenger: ask for details, it will depend on the laws and circumstances governing each tour.
4. Maximum Age
 - 4.1. Riders and passengers over age 65 must have a doctor's signed health certificate on the medical office's letterhead that confirms the fitness of the individual on file with Women's Motorcycle Tours prior to the tour start.
5. Medical Conditions
 - 5.1. If a tour participant has a medical condition that could affect their or other's participation in the tour they are requested to notify WMT in writing before the tour. Conditions such as, but not limited to, diabetes, heart conditions, taking blood thinners, and/or allergies should be reported as well as any other conditions which could require special treatment or knowledge in the case of an emergency.
6. Personal gear required for tour participation
 - 6.1. Helmet - DOT (or other similar country's regulation) approved.
 - 6.2. Motorcycle Apparel – for your protection and comfort (Jacket, Gloves, Pants, Boots, Raingear).
7. Tour participants are expected to adhere to traffic laws, the WMT Terms and Conditions and WMT's group travel rules. Participants must follow the direction of WMT's tour guides. Non-compliance can result in expulsion from the tour in which circumstance no refunds of monies paid to WMT are refundable.
8. WMT cannot accept any tour participant without a duly signed tour booking form, release and waiver of liability form and, if applicable, a doctor's signed health certificate. A copy of the release and waiver form and terms and

conditions is posted on the WMT web site and can be

provided upon request by WMT.

RESERVATIONS AND PAYMENT

1. Deposit for reservation
 - 1.1. Deposits are due upon booking reservation to hold your place on the tour. The deposit is \$500 with the balance due ninety (90) days before tour start.
 - 1.2. You will receive tour participation confirmation after all information requested and deposit amounts are received.
 - 1.3. Payment in full of all tour fees is due 90 days prior to tour start date.

INCLUDED/NOT INCLUDED IN TOUR PRICE

1. What's included in the tour price:
 - 1.1. Guided tours provide at least one tour guide. More tour guides will be added depending on the size of the tour group.
 - 1.2. Self-guided tours cannot be run concurrently or overlapping the same guided tour.
 - 1.3. Custom tours provide a flexibility to negotiate services, terms and conditions. These will be agreed upon and stated in a written agreement signed by both Women's Motorcycle Tours and the tour procurer or individual tour participants (whichever applies).
 - 1.4. Tour Book & Info Packet for each rider.
 - 1.5. Lodging and meals as stated in the detailed tour description.
 - 1.6. Women's Motorcycle Tours reserves the right to make changes of any nature, including services provided, due to unforeseen circumstances even after the tour reservation and deposit is received.
2. What's NOT included in the tour price:
 - 2.1. All incidentals, alcoholic refreshment, minibar charges.
 - 2.2. Travel to tour start location.
 - 2.3. Park fees or road tolls.
 - 2.4. All personal expenditures.
 - 2.5. Fuel.
 - 2.6. Lunches (except if noted in detailed tour information).
 - 2.7. Some dinners as stated in the detailed tour description.

ROOM ALLOCATION

Single rooms are available for an additional fee. Single rooms are available at most of our lodgings and should be requested on your tour application. When those numbers are limited they will be allocated on a first come first served basis, but Women's Motorcycle Tours cannot guarantee their availability. Women's Motorcycle Tours will attempt to find a roommate for those single riders not specifying a single room, but cannot guarantee one will be found. If Women's Motorcycle Tours cannot match you with a same sex roommate, the surcharge for a single room will be added to the total tour fee due.

USE OF A RENTAL MOTORCYCLE

Women's Motorcycle Tours is not responsible for the condition or safe use of a motorcycle rented by a tour participant to use on the tour.

1. You are expected to arrive at the tour start with a well maintained motorcycle in a condition to complete the tour in a safe manner.
2. Your rental agreement is between you and the rental company and you must abide by their terms, rules and conditions while you are using their rental machine on any tour by Women's Motorcycle Tours.
3. You are responsible for any and all damages to your rental machine.

USE OF OWN OR BORROWED MOTORCYCLE

Women's Motorcycle Tours is not responsible for the condition or safe use of a motorcycle provided by a tour participant for use on the tour, whether owned or borrowed by the participant.

1. You are expected to arrive at the tour start with a well maintained motorcycle with wear and parts in a condition to complete the tour in a safe manner.
2. Said motorcycle shall conform to all applicable laws, be properly licensed and insured. Liability insurance on your motorcycle is required for participation in any of WMT's tours or events.
3. You must abide by the general terms, rules and conditions while you are using any motorcycle on any Women's Motorcycle Tours.

BAGGAGE

Women's Motorcycle Tours assumes no responsibility for loss, damage or delay in delivering baggage to tour participants. Baggage turned over to WMT for transport each day is done so at participant's own risk. Baggage insurance is recommended. The maximum pieces of luggage per person accepted for transport with the tour differ on each tour. Information regarding this maximum will be provided upon request and/or be addressed within the tour information package. Only tours supported by a guide with a four-wheeled transport vehicle will have luggage transport available.

WEATHER CONDITIONS

Though we strive to schedule tours in each area during the time of year most conducive to good motorcycling weather, there is never a guarantee of that being the case. On any given tour we ride through many different areas and the weather can change drastically from one area to the next. Please prepare yourself, your passenger and your motorcycle for every type of weather. (See Weather Conditions under the Recommendations section of the tour book for your particular tour.)

CANCELLATION &/OR NO SHOW BY TOUR PARTICIPANT & REFUNDS

1. Because of the limited number of participants on our tours, cancellations cannot be refunded. Suitable substitutions are possible up to fourteen (14) days before tour start and must be submitted in writing.
2. If the participant cancels or curtails their travel for any reason once the tour has commenced, Women's Motorcycle Tours is not required to refund any monies.
3. Women's Motorcycle Tours is not required to make refunds of any kind if a tour participant does not show up on time for the tour start. This is true for all reasons including but not limited to civil unrest, war (declared or undeclared), war-like situations, terrorism, epidemics, natural disasters, adverse weather or road conditions, fire, bureaucratic situations, changes in transportation schedules (air, ground, rail or water carriers) or the indisposition of the participant.
4. Women's Motorcycle Tours highly recommends the purchase of trip cancellation insurance for all tours.

CANCELLATION AND TOUR CHANGES BY WOMEN'S MOTORCYCLE TOURS BEFORE TOUR START

Up to 30 days prior to tour start WMT can cancel a tour if an insufficient number of tour participants have booked and fully paid by that time. In this case, the customers will be notified in a timely manner. WMT will offer to operate the tour if all customers agree to a supplemental charge due to the low number of tour members. If customers do not accept to pay the supplement, WMT will refund their payment in full, which will constitute the full settlement. WMT will not be liable for any additional costs or losses incurred by the tour participant due to WMT's cancellation of the tour due to lack of participants. This includes, but is not limited to, the cost of pre-paid travel tickets, hotel reservations and auto or motorcycle rentals.

If WMT cancels a tour due to any situation beyond the control of WMT (force majeure) which can be, but is not limited

to, civil unrest, war, war-like situations, terrorist activity, epidemic situations, natural disasters, adverse weather or road conditions, fire, bureaucratic obstacles or changes by any type of travel company, organization or government department, WMT will refund customer payments in full and exclude all additional claims.

If, due to unforeseen situations, in WMT's opinion it is necessary for us to cancel, advance or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, tour guides and other travel arrangements, we do not assume responsibility or liability for any resulting disappointment, losses, expenses or inconvenience.

CANCELLATION AND TOUR CHANGES BY WOMEN'S MOTORCYCLE TOURS AFTER TOUR START

Some tours operate on a seasonal basis and where seasonal variances and/or weather conditions cause changes in the tour routing or accommodations, the itinerary will be adjusted and adapted accordingly and alternate hotels, restaurants and roads will be used.

If the tour participant does not comply with traffic laws, the requirements for group travel or his/her riding behavior jeopardizes his/her own safety or that of any other participant(s), the contract may be cancelled by WMT and the tour participant may be expelled from the tour. In this case the participant is responsible to compensate WMT for any losses suffered. The tour participant is also responsible for any additional costs. This includes, but is not limited to costs for advance return, overnights, meals or transportation.

WMT reserves the right, without prior notice, to withdraw any part or all of a tour, to make such changes as may be

WMT has the right to interrupt and cancel a tour in case of situations which make it impossible to provide the services. This includes, but is not limited to, civil unrest, war, war-like situations, terrorist activity, epidemic situations, natural disasters, adverse weather or road conditions, fire, bureaucratic obstacles, changes by any type of travel company, organization or government department or indisposition of the tour guide. In this case the tour participant is entitled to a prorated refund for costs not incurred. Additional costs incurred are the responsibility of the tour participant. Women's Motorcycle Tours highly recommends the purchase of trip cancellation insurance for all tours.

necessary, and the extra cost, if applicable, resulting therefrom shall be paid by the customer.

PASSPORT, CUSTOMS, VISA, DRIVING AND HEALTH REGULATIONS

WMT assumes that customers know that for traveling abroad it is necessary to be in the possession of valid travel documentation including, but not limited to, passport, visa and necessary health records applicable the tour they are participating in.

Tour participants riding a motorcycle must have and be in the possession of a valid driving license and/or international

driving license with the proper motorcycle endorsement for the type and size of motorcycle being ridden on the tour.

WMT holds that the customer is responsible for complying with above regulations and all consequence resulting from non-compliance.

RESPONSIBILITY

WMT 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. WMT carefully selects and constantly checks its contractors, such as hotels and restaurants. WMT is responsible for conscientious travel preparations.

WMT's liability for any damages is limited to gross negligence and willful intent. WMT is not liable for any traffic accidents. The kind of riding and choice of route is the sole responsibility of each tour participant, even when following the tour guide. This includes, but is not limited to, riding speed, riding style, operational maintenance and safety buffer distance.

5. It is agreed and understood that any owners, operators and agents of this tour including WMT are not responsible for any customer's safety. They as individuals or collectively 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 client, his property, or his family, heir, or assigns. The liability of WMT as the tour operator is limited to a total of three times the tour price irrespective of the title/claim. WMT is not responsible for any delays, changes in schedule or other conditions. Women's Motorcycle Tours highly recommends the purchase of medical evacuation insurance.

RISK

The tour participant is aware that motorcycle tours in addition to the usual dangers and risks inherent in travel have certain additional dangers and risks, such as, but not limited to, physical exertion for which you may not be prepared, weather extremes subject to sudden unexpected change, overcoming large altitude changes within a short period, traffic rules, road conditions and the kind of local traffic which are not comparable with those they are accustomed to.

On some tours we ride through less well developed areas. In those areas you will have additional risks such as, but not limited to, remoteness from lack of normal services (fuel, food, and communication services), medical and emergency services, and evacuation difficulties if you are disabled or injured.

Each participant shall be aware of the risks and the inherent consequences and is accepting them with his/her tour booking without reservation.

SERVICE COMPLAINTS

The tour participant must inform WMT of any complaints immediately. If the participant fails to do so the complaint diminishes or becomes non-existent. The tour participant is obliged to cooperate in case of lack of service and damage to

minimize the damages as much as possible. In order to handle any complaint, the participant must report it in writing no later than one month after tour completion.

TOUR PRICE ADJUSTMENT

Prices quoted in printed materials, over the phone or in person are those in effect at the time of printing or time of the quote. If cost factors, including but not limited to hotels, meals, motorcycles, insurance or international currency fluctuations

dictate the need for price increases, WMT may do so at any time prior to 60 days before tour departure. If there is an increase of more than 5% on the tour price, the participant will be entitled to cancel and receive a full refund.

INSURANCE

Women's Motorcycle Tours does not provide any medical, evacuation, travel or trip cancellation insurance. WMT recommends that you take out adequate travel, health and accident insurance as well as trip cancellation insurance. When riding your own

motorcycle on a tour we recommend you have some type of roadside assistance service specific to motorcycles in addition to the above..

VERBAL CHANGES

Verbal changes of contract discussed with WMT, its representatives or tour guides are invalid unless confirmed in writing by WMT. Tour guides are not qualified for making concessions which are not in accordance with the terms and conditions of WMT.

PRINTING AND CALCULATION ERRORS

Women's Motorcycle Tour's errors and omissions both informational and calculations may be corrected at any time deemed necessary.

PHOTO AND VIDEO MATERIAL

Photos and videos produced by WMT or its representatives on tour are the property of WMT. The copyrights are retained by WMT. WMT can use all such material for advertising and marketing purposes, including images in which individual tour members can be recognized, without any compensation to the tour participant.

INVALIDATION OF CONTRACT CLAUSES

If certain clauses in the contract become legally invalid, this does not mean that the whole of the contract is rendered invalid. The remainder of the contract shall remain in effect.

FUNDS IN TRUST

All funds paid to WMT for positions on tours are held in a trust account. They are held until the tour is complete or are used only for costs directly related to the tour. Any refunds deemed necessary are limited to the total funds paid in for a tour position. If the funds are not sufficient to cover all claims, these will be satisfied proportionally. All claims of tour participants must be reported within four weeks after the tour. These funds are also held for WMT clients in case of the bankruptcy of WMT.