

MAXimal Tours & Events LLC TRIP TERMS AND CONDITIONS

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Sales Office

MAXimal Tours and Events LLC 601 East Burgess Road, Pensacola, FL 32504

Booking a Trip with MAXimal Tours

You agree that you have read and accepted all Terms and Conditions of this agreement as a binding contract between MAXimal Tours and Events LLC (**aka, MAXimal Tours and MT**) and you, the trip participant upon submission of your online booking form and payment of your trip deposit. In addition, MAXimal Tours will supply and requires a duly signed Release and Waiver form.

Trip Reservation and Deposit

A deposit is required to establish and hold a reservation. Full payment is required 60 days prior to the beginning of the trip. If full payment is not received 60 days prior to the start of the trip, MT reserves the right to treat the reservation as cancelled and to charge a cancellation fee.

Cancellation Fee and Refunds

If you provide written notice of your intention to cancel the trip 60 days or more before its scheduled commencement, there will be a 50% deposit forfeiture. If you cancel between 30 and 60 days prior to the scheduled commencement, the deposit will be forfeited. If you cancel 30 days or fewer prior to the scheduled commencement, the total trip cost will be forfeited. No refunds will be made to participants who drop out after the trip has begun. No exceptions to this policy will be made for any reason. We strongly recommend the customer either obtains trip cancellation insurance from an insurance company or opts for cancellation/interruption protection from MAXimal Tours.

| From date of scheduled commencement | Amount Forfeited |
|--------------------------------------------|-------------------------|
| More than 60 days | 50% of deposit |
| Between 30 and 60 days | 100% of deposit |
| 30 days or fewer | 100% of total trip cost |

Motorcycle Rental and Security Deposit

Motorcycles are provided by MT and the cost is included in the trip cost (UNLESS OTHERWISE STATED IN AGREEMENT). MT makes no guarantee as to availability of specific models available. MT will attempt to provide trip participants with the model of motorcycle confirmed to the participant. If, after having confirmed the model of motorcycle requested, MT finds that it is necessary to substitute a different model, MT will notify the participant as soon as possible. If

the participant does not wish to accept the proposed substitution, the participant may cancel the trip without penalty and the deposit and trip cost will be refunded.

Unexpected and uncontrollable situations may require last minute substitution of a motorcycle, including after the trip has begun. This includes, but is not limited to, mechanical failure, collision damage and theft. In this instance, MT reserves the right to substitute the type of motorcycle confirmed. Should MT not be able to replace a motorcycle with the confirmed type or similar, a pro-rated refund for the difference in models, if any, will be refunded to the participant. This constitutes the maximum liability of MT.

Motorcycle rental companies that provide motorcycles to MT require a security deposit of up to \$5,000. The deposit will be returned by the motorcycle rental company upon return of the undamaged motorcycle to the motorcycle rental company after the completion of the trip. If the motorcycle shows signs of damage, the security deposit will be treated as an insurance deductible and a portion or all of the security deposit will be withheld by the rental company to cover the damages.

The term “damages” is to exclude reasonable wear and tear. Minor blemishes or paint chips caused from gravel, stones, and insects are considered normal wear and tear, for example. Damage or scratches caused by an accident, dropping a motorcycle or riding it through bushes or off roadways is not considered normal wear and tear.

If a rider operates the bike after drinking an alcoholic beverage or using a mind-altering drug, the damage waiver signed by the rider is considered null and void and the rider incurs unlimited liability for damage to the motorcycle.

MT is not obligated to replace a motorcycle damaged by the participant or damaged in a traffic accident.

Motorcycle Operation Requirements

Customers who intend to operate a motorcycle provided by MT must be at least 25 years old and must have a valid motorcycle operator license. Customers must also attest that they have at least two years of experience operating a motorcycle of similar size or larger than the motorcycle that will be provided by MT.

Items Included in Trip Price

1. Lodging for each night of the trip. Accommodation will be in single, double or twin rooms. Trip price is based on double occupancy, unless the single room supplement is paid.
2. Most trips include all breakfasts, as specified in the individual trip description.
3. Support vehicle, available to carry two pieces of luggage per person.
4. Tour Guides. In addition to the support vehicle, one or more tour guides will be available per trip, depending on the number of participants per trip.
5. Tour Information Package. Approximately 30 days prior to the trip, and after receipt of full payment for the trip, you will receive a package containing all the information you need to pack and prepare for the trip, including general route descriptions, hotel listing, and proposed route maps (subject to daily revision due to weather and road conditions.)
6. Activities that are specifically identified in the published trip description for the trip.

Items Not Included in Trip Price

Any item not mentioned as included is not included. Alcoholic beverages are not included. Items of a personal nature are not included.

EX: Airline tickets. Transportation to and from base hotel. Evening meals or evening transportation to and from restaurants or city centers.

Single Room Supplement

MT will provide single rooms for travelers who agree to pay the supplemental charge identified in the trip pricing information. If participant requests a roommate and MT cannot provide a roommate, participant will be notified 60 days prior to start of trip and given the option to pay the single room supplement (SRS) or cancel the booking without penalty.

Pricing is based on double occupancy: 50% of a room's cost is built into the base price of the tour for each rider. Riders who request a single room (or riders for whom we are unable to arrange a roommate) are required to pay the SRS, which covers the 50% of the cost of a room which is not shared by a roommate.

In the event that riders who have decided to share a room later request their own rooms, each of them will be assessed the SRS which, when added together, will pay for the cost of the additional room. If riders do not agree to share the cost of the additional room, any rider demanding a separate room will be required to bear the entire cost of the additional room.

Depending on room availability, we cannot guarantee that we will always be able to provide an additional room, as rooms are booked far in advance.

Smoking in Hotel Rooms

MT will make reasonable attempts to match roommates according to smoking preferences. If MT is unable to do so, participants agree to refrain from smoking in their hotel room.

Baggage

MT assumes no responsibility for loss, damage or delay in delivering baggage to customers. Baggage turned over to MT each day for transport is done so at rider's own risk.

Tour Cancellation

Up to 45 days prior to the start of a scheduled tour, MT may cancel the tour if an insufficient number of participants have booked and fully paid for the tour at that time. In case of such an event, MT will notify the customers who have signed up for the tour and will offer to operate the tour if all customers agree with proposed changes to the tour. These changes may include payment of a supplemental charge, routing changes, or other changes that MT proposes in order to operate the tour. If all customers do not agree to the proposed changes, MT will promptly refund their payment in full, which will constitute the full settlement. MT will not be liable for additional costs or losses incurred by the customers due to MT's cancellation of the tour due to

lack of sufficient customers for the tour. This includes, but is not limited to, the cost of pre-paid airline tickets, hotel reservations and automobile rentals.

Participants Using Their Own Motorcycle

No motorcycle insurance will be provided by MT for participants who provide their own motorcycles.

Non-Observance of Traffic Laws and Unsafe Group Travel Behavior

If the rider does not comply with local traffic laws, or does not practice safe group travel practices as described by the tour leader and by guidelines provided by MT, the agreement with the rider may be canceled and riding privileges will be suspended. Riding privileges will be suspended for anyone under the influence of drugs or alcohol. Participants agree to refrain from alcoholic beverages until the motorcycles have been parked for the night.

Photo and Video Material

Photos and videos produced by MT or its representatives during a trip are the property of MT and copyrights remain with MT. MT can use this material for promotional and advertising purposes, including images in which individual tour participants can be recognized, without any charge for the use of this material.

Passport, Visa, Driving and Health Regulations

Participants are responsible for complying with above regulations and all consequences resulting from non-compliance.

Responsibility for Customer Safety

MT is not responsible for any accidents. It is agreed and understood that neither MT nor its agents are the guardians of any customer's safety and that they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the tour, which might result in injury, death, or other damage to the customer, his property, or his family, heirs or assigns. MT liability is limited to a total of three times the trip price irrespective of the title or claim.

Weather

MT cannot be made liable for unpleasant or unsuitable weather conditions that occur during a trip and no refunds or adjustments to the trip price will be made for such conditions.

Changes to Schedule

It may be necessary in some instances to change the schedule that was originally published for a trip, requiring a change in accommodations and routing. Such changes may result from changes in the weather, road construction, or other unforeseen situations.

Changes to Trip Cost

The cost of the trips quoted are the costs in effect at the time the quotation is given, either via the MT web site or in printed materials. If cost factors such as currency fluctuations, insurance costs, or the cost of meals and accommodations dictate the need for an increase in the price of the trip, MT may modify the price at any time prior to 60 days before departure. If a customer is not satisfied with such an increase, the customer may cancel the reservation and the entire deposit will be promptly refunded.

Verbal Changes

Verbal changes to these terms or conditions are invalid unless confirmed in writing by MT.

Insurance

MT recommends that customers take out adequate travel, health and accident insurance as well as trip cancellation insurance. MT encourages customers to secure medical evacuation insurance.

Acceptance of Trip Terms and Conditions

I understand that I will be required to sign a release and waiver form before I can participate in a MAXimal Tours and Events LLC. I have read and accept the Terms and Conditions of MAXimal Tours. I'm aware that motorcycling can be dangerous. I'm aware that traffic conditions, roads, weather and other conditions as well as the actions of other members of the trip can influence the risks. I agree to accept those risks.

I'm an experienced, responsible and healthy motorcyclist with a valid motorcycle driver license. As a passenger I'm aware of the potential dangers of motorcycling.

I further agree and understand that the owners, operators and agents of this trip, including MAXimal Tours, are not the guardians of my safety. They, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation or my participation in the trip which might result in injury, death or other damage to me, my property, or my family, heirs, or assigns.

These terms and conditions shall be governed by the internal laws (exclusive of the choice of law provisions thereof) of The State of Florida as to all matters. Any action between the parties hereto shall only be brought in a court in The State of Florida and not in any other jurisdiction and the prevailing party shall be entitled to recover from the non-prevailing party its reasonable fees and costs.

Tour: Participants: Signed: Date: Witness:
