

This is an Adventure tour not a Holiday. We will do our best to provide information to you through monthly updates, but you will be responsible for making sure all pre-travel requirements are completed. Timely payments are required, as reservations will be made for you in the two months prior to arrival.

COVID UPDATE

Due to the constantly changing travel regulations (local and internationally) and in an effort to reduce the potential interruption of the group as a whole **we are requiring all participants to be fully vaccinated against COVID-19 before arrival.** Changes in regulations closer to the time of the trip may also require a booster. We are in support of personal choice but given the realities of post COVID-19 international travel, this is a necessary step.

If the tour is moved or cancelled because India closes its border, we will email or call you as soon as possible. We will refund 100% of your payment (minus a \$250 USD or the same in your currency as a processing fees), if you are not able to move to any new dates that are set. If you personally choose to not join the tour for any reason — including a new COVID outbreak in your home country or India — you will fall into the standard refund policy parameters.

If this tour cancelled due to COVID, most airlines will very likely refund your entire flight. Because of this we recommend booking directly with your airline of choice rather than using a 3rd party vendor. In addition, it's easier to change flights if you manage to contract COVID and are unable to fly home as expected.

For tours where borders may close to travelers, we will be reviewing trips at 61 days but no later than 31 days prior to departure (or closer as the situation changes) to determine if it is feasible to run the trip. In the event your trip is postponed, we will place 100% of your trip funds on account to use for a future date.

We will cancel a tour if local, state, or federal authorities prohibit us from entering the country due to COVID-19. Under those circumstances, we will attempt to refund everyone in full (minus \$250 USD or the same in your currency as a processing fee).

If the borders close during or after the tour, we are not responsible for any additional time spent in India. In addition, we are not responsible for reimbursing any other purchases you may have made to include airline tickets, hotel reservations, visa costs, medical insurance purchases, gear purchases, passport costs, immunization costs, or any other costs in preparation for the tour. Please purchase travel insurance or trip protection for that possibility.

TOUR AGREEMENT: TERMS AND CONDITIONS

1. **TOUR AGREEMENT:** This Tour Agreement is between M/S INDIA BIKE TOURS AND TRAVELS and YOU. The terms set forth in this Tour Agreement will become a binding contract when M/S INDIA BIKE TOURS AND TRAVELS receives and accepts your online application and deposit through wire transfer to bank. Your submission of the application and payment of the deposit constitutes acceptance of all terms, conditions, assumptions of risk, and releases from liability set forth in this Tour Agreement. In addition, M/S INDIA BIKE TOUR AND TRAVELS requires a signed Assumption of risk, Waiver, Release from Liability and Indemnification Agreement prior to departure.
2. **Deposit:** A 25% of tour price deposit is required to secure your reservation on the tour. If you don't pay your deposit within 15 days of registering, your reservation may be cancelled. Deposits may be made by your Bank Transfer (wire transfer in Your Currency).
3. **Tour Cancellation:** M/S INDIA BIKE TOURS AND TRAVELS may cancel or change the tour for any reason, at any time. In case of such event, M/S INDIA BIKE TOURS AND TRAVELS will notify all participants and will offer proposed changes. If you do not agree to the proposed changes, M/S INDIA BIKE TOURS AND TRAVELS will promptly refund your payment (minus a \$250 USD or the same in your currency as a processing fees), which will constitute the full settlement. M/S INDIA BIKE TOURS AND TRAVELS will not be liable for additional costs or losses incurred by the participant. This includes, but is not limited to, the cost of prepaid airline tickets, visas, hotel reservations, and rentals.
4. **Cancellation of Tour due to Unforeseeable Events:** If this tour is canceled due to a natural disaster, pandemic, social unrest or other unforeseeable event. M/S INDIA BIKE TOURS AND TRAVELS will provide a full refund minus any money not available due to losses resulting from and/or related to the unforeseeable event, such as non-refundable purchases at the tour location in preparation for the tour. This is a shared risk you agree to by signing this agreement.
5. **Payment:** The 75% of your tour price must be paid 60 days prior to the departure date (calculated as six days prior to the tour start date), unless specified otherwise via email. If full payment is not received by the specified due date, M/S INDIA BIKE TOURS AND TRAVELS reserves the right to treat the reservation as cancelled and to charge a cancellation fee.
6. **Payment Schedule:** The schedule of payments is as follows:
 - 25% of the full tour price (less initial deposit) is due 120 days prior to the tour departure date.
 - 25% of the full tour price is due 90 days prior to the tour departure date.
 - 50% (final payment) of the full trip price is due 60 days prior to the tour departure date.
7. **Cancellation and Deposit Refund:** Cancellation fees are noted in the table below. Due to non-refundable costs incurred by M/S INDIA BIKE TOURS AND TRAVELS to hold your reservation

With our partnering touring agencies, no exceptions to the cancellation policy will be made for any reason. Thus, M/S INDIA BIKE TOURS AND TRAVELS urges you to obtain travel insurance.

Cancellation Fee Chart*

FROM DEPARTURE DATE	AMOUNT FORFEITED
91 to 120 days	15% of trip price
61 to 90 days	30% of trip price
31 to 60 days	50% of trip price
Less than 30 days	100% of trip price

8. **Insurance:** M/S INDIA BIKE TOURS AND TRAVELS strongly recommends participants take out adequate travel/trip cancellation insurance and health/medical evacuation insurance. If you do not have insurance, you will be responsible for the entire cost of your extrication and medical expenses, which are required to be paid prior to receiving treatment. You should obtain a physical and ensure all shots and medications are received prior to departure.
9. **Travel Documents:** Your travel documents must be received by M/S INDIA BIKE TOURS AND TRAVELS prior to departure. So that we must arrange for travel permits, domestic airfare, and hotel reservations. Travel documents may include (a) Copy of passport; (b) Signed assumption of risk, Release & Waiver; (c) Copy of travel insurance; (d) Copy of medical evacuation insurance, (e) Copy of international drivers permit with motorcycle endorsement.
10. **Accommodations:** Hotel accommodations will be in single or double rooms with the same gender, except couples. Tour accommodations will be the top hotels, forts and castles converted into the Hotels. Tour price is based on Single and double occupancy unless the single room supplement is paid. Participants will be paired with a roommate in the following priority: (a) specific request; (b) family or friends; (c) same gender; (d) similar lifestyle needs. Hotel rooms are booked far advance and last-minute requests for a single room may not be accommodated.
11. **Baggage/Luggage:** The support vehicle is available to carry Our Luggage up to 25kg along the others tour essential, (two medium-sized bags or one large bag NOT more than 25 kg) per person. Any bag(s) exceeding the weight or size requirement will be at the participants' expense to transfer or store. M/S INDIA BIKE TOURS AND TRAVELS assumes no responsibility for loss, damage or delay in delivering baggage to participants. Baggage turned over to our partnering touring agency each day for transport is done so at the participants' own risk.

12. **Motorcycle:** Rental motorcycles are provided as part of the tour package. A safety deposit of \$300 USD has to be paid at the time of hand-over of the motorcycle. The amount of this safety deposit is equal to the amount of the deductible of the vehicle insurance. This safety deposit will be refunded upon the return of the undamaged motorcycle to M/S INDIA BIKE TOURS AND TRAVELS. If the customer does not comply with traffic laws or the requirements for group travel, the AGREEMENT may be cancelled by M/S INDIA BIKE TOURS AND TRAVELS and the rental motorcycle secure.
13. **Accidents:** M/S INDIA BIKE TOURS AND TRAVELS is not responsible for any accidents. It is agreed to and understood that M/S INDIA BIKE TOURS AND TRAVELS is not the guardian of your safety and that they, individually or collectively, cannot be held liable in any way for any occurrence in connection with this tour that might result in **injury, death, or other damage to the participant, the participant's property, family, heirs, or assigns.**
14. **Regulations:** You are responsible for complying with all passport, visa, driving, and health regulations in the country you are touring, and all consequences resulting from non-compliance will not be the responsibility of M/S INDIA BIKE TOURS AND TRAVELS.
15. **Alcoholic Beverages:** If you operate a motorcycle after drinking an alcoholic beverage or using a mind-altering drug, the damage waiver signed by the participant is considered null and void and the participant incurs unlimited liability for damage to the motorcycle. Participants agree to refrain from alcoholic beverages until motorcycles have been parked for the night.
16. **Timeliness:** Each participant must show up at the scheduled departure time/place. Participants who sleep in or do not show up at schedule departure times are responsible for their own transportation.
17. **Weather:** M/S INDIA BIKE TOURS AND TRAVELS cannot be made liable for unpleasant or unsuitable weather conditions that may occur during a tour and no refunds or adjustments to the tour price will be made for such conditions.
18. **Itinerary Changes:** It may be necessary to change the schedule that was originally published, requiring a change in accommodations and routing. Such changes may result from changes in the weather, road construction, or other unforeseen situations such as COVID-19 restrictions. M/S INDIA BIKE TOURS AND TRAVELS reserves the right to alter the published itinerary in its sole discretion without advance notice and/or while the tour is in progress.
19. **Photos & Videos:** Photos and videos produced by M/S INDIA BIKE TOURS AND TRAVELS or its representatives during a tour are the property of M/S INDIA BIKE TOURS AND TRAVELS and copyrights remain with. M/S INDIA BIKE TOURS AND TRAVELS 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.

Annexure: E

20. **Verbal Changes:** Verbal changes to these terms or conditions are invalid unless confirmed in writing by M/S INDIA BIKE TOURS AND TRAVELS.
21. **Revocation of Right to Travel:** M/S INDIA BIKE TOURS AND TRAVELS, reserves the right to refuse or revoke travel to anyone who is determined to be, in the sole judgment of M/S INDIA BIKE TOURS AND TRAVELS, incapable of riding, incapable of group travel, or if the participant is disruptive or putting themselves or others in harm's way. M/S INDIA BIKE TOURS AND TRAVELS reserves the right to cancel all tour services and accommodations immediately and to send the participant to the international airport used for arrival. The participant is responsible for all travel expenses for the trip home. No refund or credit will be issued for any unused services.
22. **Assumption of Risk:** International travel involves certain inherent risks and dangers including without limitation to the following: (a) Accident, serious injury, or death during travel to include disease or animal bites; (b) Negligence by private carriers; (c) Crime and theft; (d) Violent attacks due to political riots or disruptions, civil unrest, or terrorist attacks.

By accepting this Agreement, you are voluntarily and expressly agreeing to assume all such risks and hold M/S INDIA BIKE TOURS AND TRAVELS harmless for any injury or loss that may occur as a result of such risks, and to release them from any and all liability, claims or causes of action that may arise from the occurrence of such risks. M/S INDIA BIKE TOURS AND TRAVELS assumes no liability whatsoever for actions by any person, or that result for any reason, including but not limited to events such as strikes, revolts, natural disasters, inclement weather, closures of airports or hotels, food poisoning, injury, mishaps, closed roads, delayed flights, or mechanical breakdowns.

Except for the gross negligence or intentional wrongdoing of M/S INDIA BIKE TOURS AND TRAVELS assumes no liability or responsibility for any loss, injury, inconvenience, illness, or damage of any kind (including general and consequential damages) occasioned by the ordinary negligence such persons or by other circumstances and risks outside of their control.

ACCEPTANCE OF TOUR TERMS AND CONDITIONS

I understand that I will be required to sign this release and waiver form before I can participate with M/S INDIA BIKE TOURS AND TRAVELS I have read and accept the Tour Agreement Terms and Conditions. I'm aware that motorcycling can be dangerous; I am also aware that traffic conditions, roads, weather and other conditions as well as the actions of other members of the tour can influence the risks. I agree to accept those risks.

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

I further agree and understand that the owners, operators and agents of this tour, including M/S INDIA BIKE TOURS AND TRAVELS, 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 tour which might result in injury, death or other damage to me, my property, or my family, heirs, or assigns.