

# TERMS & CONDITIONS

## o. DEFINITIONS

"Agreement" means all terms and conditions found in this form. "You" or "your" means the person identified as the renter, any person signing this Agreement, any Authorized Rider and any person or organisation to whom charges are billed by us at its or the renter's direction.

All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our", the Company or "us" means the independent business named in this Agreement. "Authorized Rider" means the renter and any additional rider listed by us on this Agreement, provided that each such person has a valid motorcycle rider's license and is at least 18 or 25 years of age (depending on the motorcycle, as per described under each tour) unless the age restriction is changed elsewhere in this Agreement.

"Motorcycle" means the motorcycle identified in this Agreement and any motorcycle we substitute for it, and all its tires, tools, accessories, equipment, keys and Motorcycle documents. "Physical Damage" means damage to, or loss of, the Motorcycle caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Motorcycle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire.

## 1. BOOKING CONTRACT

By booking or participating in a DayTour or Multi-Day Tour (**Activity**), you agree to these Terms & Conditions (**Terms**). By booking with Dr Moto Adventure (**DrMA**), you acknowledge that you (and if applicable, on the behalf yourself and/or party), have read, understand, and agree to be bound by these Terms.

Your booking is confirmed and the contract exists once you are issued a written receipt by DrMA for the applicable deposit amount. You must be over 18 years of age to book and participate in any Activity. In the event any of the information provided is incomplete, incorrect, or omitted, DrMA reserves the right to cancel your booking, which may result in cancellation fees at DrMA's discretion.

## 2. BOOKING ON BEHALF OF OTHERS

By booking on behalf of other riders, you become the designated contact for every participant. You are responsible for making all payments due in connection to your booking, notifying DrMA of changes or cancellations, and keeping party members informed. DrMA and affiliates will under no circumstances be held liable for errors of omissions in the information provided to complete a booking.

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Anyone under the age of 18 can participate on a tour as a passenger. All bookings with a minor are subject to review and approval by DrMA.

## 3. MEDICAL AGREEMENT

If you or any member of your party have a pre-existing medical condition that may impact you or their ability to participate in any Activities, you are required to inform DrMA. At the discretion of DrMA, you may need a signed form from your physician prior to engaging in any Activity. At any point during any Activity DrMA may deny participation in lieu of health or safety concerns.

You and your party understand the inherent health and safety risks of any Activity, and that any Activity often occurs where medical care is less accessible. DrMA provides no warranties in terms of medical care, accessibility, and facilities.

## 4. ACCEPTANCE OF RISKS

DrMA makes no warranty of any kind, nature or description, express or implied, as to the quality and manufacture, safety, drivability or fitness for any particular purpose of any vehicle or equipment covered by these Terms. You accept any vehicle or equipment provided by DrMA in its "as is" condition.

You acknowledge that riding a motorcycle on and off-road is an activity carrying risks of serious personal injury, property damage, or death. You also acknowledge there are normal, mechanical and environmental conditions and risks which independently or in combination with these Activities may cause injury or even death to me or others, as well as property damage. You and any additional riders represented by you hereby personally accept all the risks and liabilities of these Activities, releasing DrMA of any duty legally owed to you in relation to the conduct of this Activity.

## 5. SPECIAL REQUIREMENTS

Reasonable efforts will be made to accommodate special requests where possible, including diet restrictions/allergies and mobility. DrMA cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and DrMA, and DrMA is not liable for any failure to accommodate or fulfil such requests.

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## 6. PRICES & VALIDATION

Once your booking is confirmed and deposit paid, DrMA will not increase the price. Tours and all other DrMA services are priced and advertised exclusive of applicable taxes. All dates, itineraries, and prices are subject to change at any time. It is your responsibility to stay up to date on details of your Activity.

## 7. DEPOSITS & PAYMENT

### For Weekly-Tours (1/2-Day, 1-Day and 2-Day Tours):

- 50% of the total tour price is due at the time of booking (Deposit).
- Remaining 50 % due at the time of the tour start.

### For Multi-Day Tours (excluding our 2-Day Tour):

- 50% of the total is due at the time of booking (Deposit).
- Remaining 50 % is due 60 days prior to the tour start.

## 8. WITHDRAWAL FROM A TOUR

### 8.1 By the participant before commencement of a Weekly-Day tour:

The participant is entitled to withdraw from the tour at any time before the start of the tour.

Should the participant declare withdrawal from the tour, the following reimbursement structure applies:

- In case of withdrawal until 5 days before tour start, 50% of the tour Deposit/Total will be reimbursed.
- In case of withdrawal within 1-4 days before tour start, 0% of the tour Deposit/Total will be reimbursed.
- In case of withdrawal within 24 hours of booking, 50% of the tour Deposit/Total will be reimbursed.

### 8.2 By the participant before commencement of a Multi-Day tour:

The participant is entitled to withdraw from the tour at any time before the start of the tour.

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Should the participant declare withdrawal from the tour, the following reimbursement structure applies:

- In case of withdrawal until 60 days before tour start, 75% of the tour Deposit/Total will be reimbursed.
- In case of withdrawal until 30 days before tour start, 50% of the tour Deposit/Total will be reimbursed.
- In case of withdrawal until 14 days before tour start, 25% of the tour Deposit/Total will be reimbursed.
- In case of withdrawal until 7 days before the tour start, 10% of the tour Deposit/Total will be reimbursed.
- In case of withdrawal until less than 7 days before the tour start, 0% of the tour Deposit/Total will be reimbursed.
- In case of withdrawal within 24 hours of booking, 75% of the tour Deposit/Total will be reimbursed.

## 8.3 By the participant after starting a tour

Should a defect arise during the journey, the participant shall immediately notify the organiser or the tour guide of the defect. A cancellation of the tour by the participant shall only be permitted if the participant has set the organiser or the tour guide a reasonable deadline to remedy the defect; unless it is impossible to remedy such or if the tour guide appointed by the tour organiser refuses to remedy such or if the cancellation of the contract with immediate effect is justified by a special interest of the participant.

## 9. DAMAGE, REPAIR & LOSS

You agree that only the persons booking or otherwise identified in this agreement will operate the rented motorcycle or equipment and that passengers will not be carried on any unit not designated for such use. Should any person or minor under your control or any person with permission of you or party members operate any referenced vehicle or equipment in such a manner or fail to exercise adequate care of the same so as to result in theft, loss of or damage to such vehicle or equipment, you agree to be personally liable and financially responsible for all loss of and damage caused to any vehicles or equipment.

Should vehicle, gear, or any other equipment become damaged or lost or require repairs exceeding expected wear and tear, you agree to pay such repair or replacement costs, at the discretion of DrMA.

In the event of damage to equipment, property, persons, or facilities due to your or your party's actions, you are liable for costs associated with such damage. You also agree to pay for the loss of use of any vehicle or equipment covered by these Terms damaged by yourself or other riders, at the full first day-tour rate (total tour

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days / tour price = day-tour rate) for each day from the date of damage until the motorcycle is repaired and replaced in rental service, not to exceed 14 days.

*Permission from DrMA must be granted in order to service, replace, or repair vehicles and accessories. Should equipment, vehicle or other accessories become damaged or missing or an accident occurs while in your care, you are required to alert DrMA as soon as possible.*

## 10. FLEXIBILITY & UNUSED SERVICES

The nature of motorcycle travelling requires flexibility, therefore you acknowledge that reasonable alterations to services, products, or itineraries may be made by DrMA. Itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of DrMA.

The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside of DrMA's control (including but not limited to Acts of God, injury, illness, mechanical breakdown, flight cancellations, strikes, political events and catastrophic weather changes). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of DrMA, including your removal from an Activity because of your negligence or breach of these Terms.

If DrMA makes a change affecting the character of a tour in its entirety, DrMA will provide notice to you as soon as practicable. If a change is made more than 14 days before departure, you may choose to:

1. accept the change and proceed with the amended tour
2. book another tour of equal or greater value, if available (you will be responsible for paying any difference in price)
3. book another tour of lesser value, if available (with a refund payable to you for the difference in price)
4. cancel the tour and receive a full refund

You must notify DrMA of your choice within 7 days of receiving notice or you will be deemed to accept the amended change.

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Once an Activity has departed, DrMA is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. DrMA will not be liable for any indirect and/or consequential losses associated with any changes to a booking or itinerary.

## 11. CHANGES MADE BY YOU

You are responsible for ensuring that information provided to DrMA is accurate and up-to-date. Any changes to a booking depend on availability and are subject to DrMA's approval and these Terms. Any extra costs incurred for making the change will be charged to you. Cancellation of any Activity, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 7 days of departure.

## 12. MEDIA

DRMA may use, without compensation, any photo, audio and/or video recording of any DrMA activity in which participants appear, for promotional, advertising, or educational purposes.

## 13. INDEMNIFICATION

You acknowledge that DrMA and their rectors, officers, volunteers, representatives and agents are not responsible for errors, omission, acts of failure to act of any party or entity conducting a specific event or activity on behalf of DrMA. You agree to indemnify and hold harmless DrMA against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by you or anyone acting on your behalf. If litigation arises pursuant to any claims made by you or by anyone else acting on your behalf, if DrMA incurs any of these types of expenses, you agree to reimburse DrMA.

Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of the agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the laws of the Dominican Republic and exclusive jurisdiction and venue for any action arising from this agreement shall be the courts of Santo Domingo, Dominican Republic.