

**“Greek Moto Adventures”**

**Terms and Conditions**

**1. TOUR OPERATOR-**The tour operator is Vasilios Rallis(VR), Greek Moto Adventures (G.M.A.) . Upon signing the booking form you accept these terms and conditions as binding for this contract. Please read them carefully.

**RELEASE AND WAIVER-**Every participant must accept and sign a release and waiver form before tour start.

**AGENTS AND REPRESENTATIVES-**(VR)GMA's agents and representatives are representing us, but are not a party of this contract, nor are they in any event responsible or liable for any failure to provide any service as may be described in our literature pertaining to the contract.

**RESERVATION AND DEPOSIT-**For the tour a booking deposit is required at the time of booking. The deposit is \$500 per person. This deposit secures a space on the tour. Space is limited and reservations are on a first come first serve basis. The balance is due 60 days before the start of the tour. **MOTORCYCLE RENTAL/SAFETY DEPOSIT-**A safety deposit has to be paid at the rental area when possession is taken of the motorcycle. This safety deposit will be refunded upon the return of the undamaged motorcycle. A separate rental contract may be required to be signed at the rental station. The rental period is not interrupted due to a riding inability of a renter or for any other reason. During the tour (VR)GMA is not obligated to replace a damaged motorcycle.

**OWN MOTORCYCLE-**When customer brings his/her own motorcycle for use on the tour no insurance is provided by (VR)GMA.

**PRICE OF TOUR INCLUDES-**The items listed under our Services. The tour price includes hotel accommodation in double or twin rooms. Single tour members will be paired up with others unless they want a single room and pay the single room supplement.

**PRICE OF TOUR DOES NOT INCLUDE-**All items listed as included and all personal items.

**ROOM ALLOCATION -**A limited number of single rooms are available on a first come, first serve basis but availability cannot be guaranteed.

(VR)GMA will attempt to find a roommate for riders not specifying single room on their booking form, but cannot guarantee it; Single surcharge may be applied. **BAGGAGE-**(VR)GMA assumes no responsibility for damaged, lost or delayed delivery of baggage.

Baggage given to (VR)GMA for transport is done at customers own risk. We recommend baggage insurance. A maximum of two pieces of luggage per person.

**CANCELLATION AND REFUNDS-**Cancellations received more than 60 days prior to departure will be subject to a \$200 per person cancellation fee. Cancellations received less than 60 days prior to departure will be subject to the following forfeit of tour costs:

- Between 30 and 60 days the deposit will be forfeited
- 30 days or fewer the total trip cost will be forfeited
- Trip cancellation insurance is strongly recommended.

**RE BOOKING-**One re booking latest 60 days before tour start is possible. After re booking the minimum cancellation fee is \$ 500 per person.

**MINIMUM TOUR PARTICIPANTS-**Up to 30 days prior to tour start (VR)GMA can cancel a tour if an insufficient number of customers have booked and fully paid by that time. In this case the customer will be notified forthwith. (VR)GMA will offer to operate the tour if all customers agree to a supplemental charge. If customers do not agree, (VR)GMA will refund their payment in full, which constitutes the full settlement. **TOUR CANCELLATION-**When the tour cannot be started or has to be interrupted or ended for reasons outside of the control of (VR)GMA or its contractors or customers as well as in a case of force majeure such as riots, floods, earthquakes, strikes, etc. the contract becomes invalid.

**NON OBSERVANCE OF TRAFFIC LAWS OR GMA REGULATIONS-**If the customer does not comply with traffic laws or the requirements for group travel, the contract may be cancelled by (VR)GMA and the rental motorcycle secured. **PASSPORT, VISA, DRIVING AND HEALTH REGULATIONS-** The customer is responsible for complying with above regulations and all consequences resulting from non-compliance.

**RESPONSIBILITY -**(VR)GMA is responsible for providing the services in the tour description according to the local standard and the accurate description of services offered in its literature. (VR)GMA carefully selects and constantly monitors its contractors, such as hotels and restaurants. (VR)GMA is responsible for conscientious travel preparations. (VR)GMA is not responsible or liable for accidents. (VR)GMA reserves the right, without prior

notice, to withdraw any part or all of a tour, to make such changes as may be necessary and the extra cost, if applicable, resulting therefrom, shall be paid by the customer. Furthermore, it is agreed and understood that the owners, operators and agents of this tour, including (VR)GMA are not the guardians of any customer's safety and they, individually 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, heirs, or assigns. (VR)GMA is not responsible or liable for a delay occurring from the manufacturer's failure to deliver the motorcycles on time. The liability of (VR)GMA as the tour operator is limited to a total of three times the tour price irrespective of the title/ claim. (VR)GMA is not responsible for any delays, changes, in schedule or other conditions.

**ALTERATIONS TO TOUR SCHEDULE-**Tours operate on a seasonal basis and where seasonal variances and/or weather condition cause changes in the tour routing and accommodations, the itinerary will be adjusted accordingly and alternate hotels, restaurants and roads will be used.

**TOUR RATES, RENTAL RATES AND MOTORCYCLE COSTS-**These are calculated on the basis of exchange rates in effect at the time of printing and on tariffs and are subject to change depending on international currency fluctuations and inflation and may be adjusted by (VR)GMA upon receipt of final

payment 60 days prior to tour start.

**INSURANCE -** (VR)GMA recommends that you take out adequate travel, health and accident insurance as well as trip cancellation insurance.

**VERBAL CHANGES-**of the contract are invalid unless confirmed by GMA in writing.

**PRINTING ERRORS-**(VR)GMA reserves the right to correct printing errors and calculation mistakes at any time.

<b>PARTICIPANT:</b> _____	<b>Witness:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**“Greek Moto Adventures”**

**Release and Waiver of Liability**

This Release and Waiver of Liability (“Release”) is executed and effective as of the date set forth below, by the

undersigned acting for myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might claim or sue on my behalf (“Participant”) in favor, and for the benefit, of Vasilios Rallis(VR)„ doing business as Greek Moto Adventures(GMA) and its past, present and future shareholders, directors, officers, employees and agents (collectively with GMA, the “Released Parties”).

**Recitals:**

A. Participant desires to participate in a motorcycle touring event (the “Tour”) being conducted by

(VR)GMA.

B. As a condition precedent to (VR)GMA permitting Participant to participate in the Tour, (VR)GMA re-

quires that Participant execute and deliver this Release. Agreements:

For and in consideration of (VR)GM A permitting Participant to participate in the Tour, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Participant, Participant hereby agrees as follows:

1. Dangerous Activity. Participant expressly acknowledges and agrees that the activities of the Tour are dangerous and involve the risk of serious injury and/or death and/or property damage and the Participant expressly assumes such risk.

2. Release. Participant unconditionally and irrevocably releases, waives and discharges each of the Released Parties from any and all claims, demands, causes of action, obligations, suits, damages and liabilities for (i)

death, personal injury, partial or permanent disability, property damage or loss and medical or hospital bills and (ii) theft, loss, damage or delay in delivering baggage or other personal property of Participant, that

arises or results from or is otherwise related to Participant’s participation in the Tour (collectively, the “Claims”). Participant expressly agrees that the foregoing includes Claims that may arise from the negligence

of a Released Party, another participant in the Tour or other persons and that the foregoing is intended to be as broad and inclusive as is permitted by applicable law.

3. Covenant Not to Sue. Participant covenants and agrees never to commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against any Released Party any action or other proceeding

based upon any Claims.

4. Governing Law. These terms and conditions shall be governed by the internal laws (exclusive of the choice

of law provisions thereof) of the State of New York as to all matters. Any action between the parties hereto shall only be brought in a State or Federal court sitting in the State of New York in the County of Queens 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.

5. Entire Agreement. This Release is the entire agreement between Participant and the Released (VR)GMA

Parties concerning the subject matter hereof, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding unless reduced to writing and signed by Participant and

(VR)GMA.

6. Invalid Provisions. If any provision of this Release is held to be illegal, invalid or unenforceable, such provision shall be fully severable, this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release, and the remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision

or by its severance from this Agreement.

<b>PARTICIPANT:</b> _____	<b>Witness:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____