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## **TERMS & CONDITIONS**

### **TOUR OPERATORS**

Riders of the Sierra Madre S. de R.L.de C.V. and  
Riders of the Sierra Madre Ltd. (herein "The Operators" or "RSM")

With your signature on this form you accept these Terms and Conditions as a binding contract between The Operators and you (Participant). The Operators cannot accept any Participant without a duly signed form. Please read the Terms and Conditions carefully.

### **RELEASE AND WAIVER**

Every Participant is required to accept and sign a release and waiver of rights before the tour begins. The Operators cannot accept any tour Participant without a duly signed release and waiver form. A copy of the release and waiver is available in advance at [www.ridethesierra.com/booking](http://www.ridethesierra.com/booking).

### **RESERVATION AND DEPOSIT**

A booking deposit of US\$500 is required at the time of booking. This deposit secures a place on the tour. The balance of the tour price is due 30 days before the first day of the tour.

### **MOTORCYCLE AVAILABILITY**

BMW motorcycles are provided as part of the tour package. The pictures of the motorcycles in the website may not always represent the exact version of the motorcycles provided. All of them have a top luggage case, some have additional equipment such as passenger backrests. Please ask if you need more detailed information. The Operators strive to ensure that all participants ride the motorcycle on which they are confirmed. Unfortunately, unexpected situations arise which may require the substitution of a motorcycle. Should RSM not be able to replace a confirmed motorcycle with a similar type, a pro-rated refund for the difference in models will be made to the Participant. This constitutes the maximum liability of RSM.

### **DAMAGE DEPOSIT COMMITMENT**

A motorcycle damage deposit commitment must be made prior to the time of hand-over of the motorcycle at the beginning of the rental period. The amount of the commitment is US\$5,000 for the R1200GS (liquid-cooled), US\$4,000 for the R1200GS (air-cooled), \$3,000 for the F700GS and \$2,500 for the F650GS. The commitment is to pay for any damages caused, directly or indirectly, by the participant to motorcycles and equipment up to the given amount. This damage deposit commitment will be cancelled upon return of the undamaged motorcycle. During the tour RSM is not obliged to replace a damaged motorcycle.

## **ITEMS INCLUDED IN PRICE**

The items included in the tour price are listed on the website. The Operators reserve the right to modify the tour and accommodation arrangements as required by conditions.

## **ROOM ALLOCATION**

A limited number of single rooms are available at extra cost on a first come, first served basis, but availability cannot be guaranteed. The Operators will attempt to find a roommate for riders not specifying a single room on their booking form, but cannot guarantee it.

## **BAGGAGE**

RSM assumes no responsibility for loss, damage or delay in delivering baggage to tour participants. Baggage turned over to the Operators for transport each day is done so at participant's own risk. A maximum of two, modest sized, pieces of luggage per person is accepted.

## **CANCELLATION AND REFUNDS**

The Booking Deposit will be refunded for cancellations received more than 60 days prior to the date of tour. Cancellations received less than 60 days and more than 30 days prior to departure will forfeit the US\$500 Booking Deposit. Cancellations received less than 30 days prior to the tour will forfeit 50% of the tour price. Trip cancellation insurance is strongly recommended.

## **MINIMUM TOUR PARTICIPANTS & TOUR CANCELLATION**

Up to 30 days prior to tour start RSM may cancel a tour if an insufficient number of tour participants have booked by that time. However, RSM will offer to operate the tour if all customers agree to a supplemental charge or other agreed adjustments to compensate for the lower number of tour members. If participants do not wish to make such adjustments RSM will refund their payment in full, which will constitute full settlement. RSM is not liable for any additional costs or losses incurred by the tour participant due to cancellation of the tour, including the cost of pre-paid airline tickets, or hotel reservations. It is possible that situations may arise which, in the opinion of the Operators, make it necessary to cancel or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, or other travel arrangements. In that event, the Operators will attempt to minimize costs but cannot assume responsibility or liability for any personal expenses or inconvenience.

In the event that a Participant is unable to complete his or her tour for whatever reason, the Operators are not obliged to make refunds. Non-observance of traffic laws or tour safety requirements may result in cancellation of the tour or of an individual's participation in a tour at the discretion of the tour leader or the Operators.

## **RESPONSIBILITY**

RSM is responsible for providing the services listed in the tour description according to the industry standard. RSM is not responsible or liable for any accidents or for any delays in schedules or other conditions concerning the tours. Participants agree to wear a DOT certified helmet and safe riding apparel which is acceptable to the tour leaders, to abstain from alcohol or other substances which might impair safe riding before or during riding, to obey traffic laws, have a valid motorcycle licence and be at least 21 years of age.

## **TOUR RATES**

Fares quoted are those in effect at time of printing. If cost factors, including but not limited to hotels, meals, motorcycles, insurance, international currency fluctuations etc., dictate the need for fare increases, RSM may do so at any time prior to 60 days before departure.

## **INSURANCE**

It is a requirement of participation in an RSM tour that Participants provide evidence of adequate medical insurance applicable in Mexico for the length of the tour.

Third party liability insurance which meets or exceeds Mexican legal requirements and legal assistance insurance is provided with each motorcycle.

## **HEALTH DISCLOSURE**

We want to ensure all riders' safety, so we need to be confident about your physical condition. All participants must disclose any physical limitations which may impede their ability to drive the motorcycle as some days will be strenuous and can cause fatigue. At booking, please disclose any medical condition, including coronary or respiratory, which may influence your riding distance and/or pace. **Any failure to disclose such information which contribute to damage to the bike or expenses related to a crash will double the amount listed on the damage deposit form.**

Participant: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_