

Coyote Trail Adventures L.L.C. Terms & Conditions



Reservation

All reservations require a valid credit card in order to be processed. Upon confirmation of service you will be charged the agreed and acknowledged prepayment (i.e. deposit). The amount of prepayment is \$300 per person or the amount that Coyote Trail Adventures L.L.C. (CTA) has approved.

Booking on Behalf of Others

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your booking, notifying Coyote Trail Adventures L.L.C. if any changes or cancellations are required and keeping your party informed. By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and that Coyote Trail Adventures L.L.C. under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

Payment

We accept all payments through the Paypal service. For alternative payment arrangements, please discuss this with CTA at least 30 days ahead of the planned ride date. The balance is due at latest 30 days prior to the start of the tour or when CTA sends out the final invoice for payment (it may be less than 30 days). If the total balance is not received by the indicated due date, Coyote Trail Adventures L.L.C. reserves the right to treat this reservation as cancelled and cancellation fees may apply.

Rates

Fares and quotes published are those in effect at time of posting or printing. If cost factors, including but not limited to international currency fluctuations, motorcycle availability, minimum number of participants, insurance, fuel, hotels, meals, etc. dictate the need for fare increases Coyote Trail Adventures L.L.C. may do so at any time prior to the balance due date before departure.

Price of service includes

Items included in the tour price are listed with each of the tour descriptions.

Price of service does not include

All items not mentioned as included and all items of personal nature are not included.

Printing- and calculations mistakes

Coyote Trail Adventures L.L.C. reserves the right to correct printing errors or calculations mistakes at any time.

Guarantee of availability

Upon the payment of your deposit, you will receive an invoice via email. This is the confirmation and guarantee of availability of the booked service. Rental motorcycles for tours are provided by Coyote Trail Adventures L.L.C. or as mediation from other businesses to individuals for riding and as part of a tour package. Coyote Trail Adventures L.L.C. strives to ensure that you ride the motorcycle you are confirmed on. Unfortunately, at times, certain unexpected and uncontrollable situations arise; this includes, but is not limited to, mechanical failure, collision damage and theft. Should Coyote Trail Adventures L.L.C. not be able to replace a confirmed motorcycle with the confirmed type or similar, a pro-rated refund for the difference in service will be refunded to participants. This constitutes the maximum liability of Coyote Trail Adventures L.L.C.

Change of reservation

Verbal changes of contract are invalid unless confirmed in writing. Changes must be requested by email; changes by phone will not be accepted. Any date changes may be subject to a cancellation fee.

Payment Due, Cancellations and refunds (reference is the first day of ride)

- Reservation deposit required at time of booking to secure – \$300 per person
- At approximately 35 days, Coyote Trail Adventures L.L.C. will confirm if there are any changes to the ride
- If rider cancels 31 days or more before the first day of tour = full refund minus 3-5% Paypal Fee
- 30 days = remaining (full) payment due for reservation
- If rider cancels within 30 days or less of first day of tour = 100% of deposit is surrendered or may be applied to a future ride at Coyote Trail Adventures L.L.C. discretion. Any additional payments towards the tour may be 100% refunded minus the 3-5% Paypal Fee.
- NO SHOWS = 100% of total booking amount is surrendered

Service Cancellation

Situations may arise in which, in our opinion, make it necessary for Coyote Trail Adventures L.L.C. to cancel, advance or postpone a scheduled tour, change itineraries or make substitutions regarding hotels, cities, tour guides and other travel arrangements. In that event, Coyote Trail Adventures L.L.C. does not assume responsibility or liability for any resulting losses, expenses or inconvenience. In the event that Coyote Trail Adventures L.L.C. has to cancel a ride or tour, you will be notified immediately via email and / or by telephone. Coyote Trail Adventures L.L.C. will either substitute the service or refund your payment, which will constitute the full settlement. You will have the choice of accepting:

- (a) a substitute Tour event date of equivalent or superior value;
- (b) a substitute Tour event date of lesser value and recover the difference in price between the price of the Tour originally purchased and the substitute offer;
- (c) a full refund of all monies paid for the cancelled service.

No refunds due to Force Majeure. Coyote Trail Adventures L.L.C. is not required to make refunds for cancellations announced within 30 days of service resulting from the lack of customer responsibilities, including but not limited to customer arriving late at event start, customer does not sign the waiver, customer is not providing a deposit, customer is not providing proper driver's license or ID, canceling due to extreme weather, etc. No refunds will be provided for ending an event early once tour commences regardless of the reason for participant being unable to complete his or her tour. Coyote Trail Adventures L.L.C. is not responsible for any incidental expenses or consequential losses that you incur

as a result of the cancelled booking including, accommodations, airfare, car rental, shuttle service or other fees, loss of earnings, or loss of enjoyment.

Minimum tour participants

Up to 35 days prior to tour start Coyote Trail Adventures L.L.C. can change the service included, alter the route, increase the rate, or cancel the tour if less than specified minimum number of riders have booked and fully paid at that time.

Alterations to tour schedule

Some tours operate on seasonal basis. When seasonal variance, weather conditions and/or other circumstances cause changes in the tour routing, the itinerary will be adjusted accordingly and alternate accommodations, restaurants and roads/routes/locations may be used.

Weather conditions

Coyote Trail Adventures L.L.C. strives to schedule its tours at a time of the year when the weather in the touring area is usually pleasant for motorcycling. Many tours pass through areas where weather conditions can change very fast and significantly. Coyote Trail Adventures L.L.C. cannot be made liable for unpleasant and unsuitable weather conditions and no refunds are made for such conditions.

Refund

Refunds (when necessary) are issued in the form of gift certificates or reversed through Paypal. Prepayment may be put towards future service. Any unused prepaid services such as prepaid mileage, accommodations, shuttle service, and / or accessories cannot be refunded. The tour period is not interrupted due to the inability of a rider to ride or for any other reason. No refunds will be issued for tardiness. Please see page 2 for additional cancellation and refund information.

Passport-, Visa-, Driving- and Health

The client is responsible for complying with above regulations and all consequences resulting from non-compliance.

Driver License

The minimum age to ride a street legal motorcycle is 18 and the driver must have a valid driver's license for one year. This age restriction does apply to all guided tours. The rider of a street legal motorcycle and participant of a dual sport tour must have a valid original motorcycle endorsed driver's license which needs to be presented at time of the motorcycle pickup. Learner permits are not sufficient. All riders with a non-US driver's license must provide a valid Passport or a valid government-issued ID card as a secondary form of ID at the time of the tour. Driver's license that is not printed in English must be complemented by an international driver's license. Coyote Trail Adventures reserves the right to decline a ride or substitute the booked tour (at CTA's discretion) where the rider's driver's license does specifically allow the operation of a motorcycle.

Traffic laws and travel regulations

If the client does not comply with traffic laws or the requirements for group travel, the contract may be cancelled by Coyote Trail Adventures L.L.C. and the rental motorcycle secured for tour.

Insurance

Coyote Trail Adventures L.L.C. strongly recommends that you take out adequate travel insurance including Medical, Evacuation and Repatriation coverage and that you extend your coverage to include Cancellation, Curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any service offered by Coyote Trail Adventures L.L.C. with the exception of California auto liability insurance for those who rent CTA motorcycles. You are responsible for advising your insurer of the type of travel, destination(s) and activities included in your booking so that the insurer may provide appropriate coverage. You are aware that you can obtain on your own separate Collision Damage Waiver motorcycle insurance before the start of your ride for the use of a rental motorcycle to cover damage to any rental bikes. CTA does not provide CDW motorcycle insurance.

Security Deposit

A security deposit will be required by providing credit card information for any extra charges along with the rider's signature (obtained at the beginning of the tour period). During the ride/ tour Coyote Trail Adventures L.L.C. and its contractors are not obligated to replace or repair a motorcycle damaged by the rider or broken due to the rider's usage. Coyote Trail Adventures L.L.C. provides motorcycle maintenance during tours and always makes its best effort to ensure a mechanically good motorcycle for all participants.

Release and Waiver

At the beginning of a tour where a CTA motorcycle is supplied, the rider has to sign a contract and release waiver. Every participant of a motorcycle tour is required to accept and sign a release and waiver form before the event start. Coyote Trail Adventures L.L.C. and its contractors cannot accept any participant without a duly signed release and waiver form.

Room allocation

Multi-day guided tours typically include accommodations, sharing double occupancy with one other tour member. A limited number of single rooms are available during most tours at an extra cost and on a first-come, first served basis, but availability cannot be guaranteed. Coyote Trail Adventures L.L.C. will attempt to find a roommate for riders not specifying single room. Single tour members will be paired up with others unless they indicate at the time of reservation that they want a single room and pay the additional fee for the single room. Coyote Trail Adventures L.L.C. will confirm the availability of a single room when requested.

Baggage

Coyote Trail Adventures L.L.C. assumes no responsibility for lost, damage, or delay in delivering baggage to tour participants. Baggage turned over to Coyote Trail Adventures L.L.C. and its contractors for storage or transportation is done so at participants own risk. Baggage insurance provided by an external service is recommended.

Responsibility

Coyote Trail Adventures L.L.C. is responsible for providing the services listed in the tour description according to the local standard and the accurate description of service offered on its website. Coyote Trail Adventures L.L.C. is selecting carefully and is constantly checking its contractors, such as hotels, etc. Coyote Trail Adventures L.L.C. is responsible for conscientious travel preparations. Coyote Trail Adventures L.L.C. is not responsible or liable for any accidents. Coyote Trail Adventures L.L.C. reserves the right without prior notice to withdraw any part or all of a tour. As such changes may be necessary, the extra cost, if applicable, resulting there from, shall be paid by the customer. Coyote Trail Adventures L.L.C. is not responsible or liable for a delay occurring from its contractor(s) failure to be on time. Coyote Trail Adventures L.L.C. is not responsible for any delays, changes, in schedule or other conditions.

Ineffectiveness of certain clauses in the contract

If certain clauses in the contract become legally invalid, this does not mean that the whole of the contract is rendered invalid.

Images and Marketing

Unless you expressly refuse in writing, you agree that, while participating in any Tour images, photos or videos may be taken by other participants, Coyote Trail Adventures L.L.C. or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to Coyote Trail Adventures L.L.C. to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

Email correspondence and communication

By completing a booking, you agree to receive emails which we may send you shortly prior to your arrival date to provide you with certain information and offers relevant to your reservation. We may send additional emails to you after your tour to invite you to complete our guest review form and keep you posted about future offers. We respect your privacy and will not send you our regular campaigns or newsletter unless you opted into those mailing lists. Coyote Trail Adventures L.L.C. will never sell or rent your email address to anyone. In order to duly complete and secure your reservation, you need to use your correct email address. We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong (mobile) phone number or credit card number.

Safety Concerns

I, the person booking this service, know that I will be required to sign a release waiver and provide a security deposit or complete credit card information before I can begin any CTA motorcycle tour regardless of whether I am on my own bike or am riding a CTA bike. I'm aware that motorcycling is a great sport, but it can also be dangerous. I'm aware that traffic conditions, roads, weather and other conditions as well as the actions of other riders can influence the risks involved. I accept these risks. Furthermore, it is agreed and understood that the owners, operators and agents of this service, including Coyote Trail Adventures L.L.C. are not the guardians of my safety and they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation or my participation in connection with the motorcycle ride and/or participation on a guided motorcycle tour which might result in injury, death or other damage to me, my property, or my family, heirs, or assigns.