

FIG TOURS Inc.

TERMS & CONDITIONS

CONDITIONS

TOUR OPERATOR

is FIG TOURS Inc. Toronto, Ontario, Canada

TOUR BOOKING FORM

With your signature on the booking form you accept these Terms and Conditions as a binding contract between FIG TOURS Inc. and you, the participant. FIG TOURS INC. cannot accept any tour participant without a duly signed booking form. Please read the Terms and Conditions carefully.

RELEASE AND WAIVER

Every participant of a tour operated by FIG TOURS INC. is required to accept and sign a release and waiver form of rights before tour start. FIG TOURS INC. cannot accept any tour participant without a duly signed release and waiver form. A copy of the release and waiver form can be provided by our agents.

AGENTS AND REPRESENTATIVES

FIG TOURS INC. agents and representatives represent FIG TOURS INC. but are not a party to this contract. Nor are they responsible or liable for 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 \$1,000.00 is required at the time of booking. This deposit secures a place on the tour. The balance is due 60 days before the tour starts. If the total balance is not received 60 days before tour start, FIG TOURS INC. reserves the right to treat this reservation as cancelled and charge the cancellation fee.

MOTORCYCLE RENTAL/SAFETY DEPOSIT

Rental motorcycles are provided as part of the tour package. The type and make may vary to fit the type of riding on each tour. The majority of the rental motor cycles are Harley Davidsons. The pictures of the motorcycles on the FIG TOURS website do not always represent the exact version of the motorcycles provided. FIG TOURS INC. reserves the right to substitute the motorcycle confirmed to tour participants. FIG TOURS INC. strives to ensure that all participants ride the motorcycle they are confirmed on and is very proud of their record of doing so. Unfortunately, at times, certain unexpected and uncontrollable situations arise which may require the substitution of a motorcycle. This includes, but is not limited to, mechanical failure, collision damage and theft. Should FIG TOURS INC. not be able to replace a confirmed motorcycle with the confirmed type or similar, a pro-rated refund for the difference in models will be refunded to participant. This constitutes the maximum liability of FIG TOURS INC. A safety deposit has to be paid at the motorcycle rental center at the time of hand-over of the motorcycle at the beginning of the rental period. The amount of this safety deposit will be equal to the deductible amount of the insurance plan. FIG TOURS INC. reserves the right to adjust the amount of this safety deposit and deductible without notice. This safety deposit will be refunded upon return of the undamaged motorcycle to the motorcycle rental center. Some rental centers require a separate rental contract for the rental motorcycle to be signed at the rental station. The rental period is not interrupted due to the inability of a renter to ride or for any other reason. During the tour FIG TOURS INC. is not obliged to replace a damaged motorcycle.

OWN MOTORCYCLE

When customer brings own motorcycle for use on the tour, no motorcycle insurance is provided by FIG TOURS INC..

PRICE OF TOUR INCLUDES

The items included in the tour price are listed on our website. The tour prices include hotel accommodations, three meals per day on riding days and scheduled attractions admission.

PRICE OF TOUR DOES NOT INCLUDE

All items not mentioned as included and all items of a personal nature. No alcoholic beverages, and any unscheduled attractions. No meals are included on free days when we are not riding.

BAGGAGE

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

CANCELLATION AND REFUNDS

Cancellations received more than 60 days prior to the date of tour start will be subject to a US\$ 500 per person cancellation fee. Cancellations received less than 60 days prior to departure will be subject to a cancellation fee equivalent to their deposit amount. No exception to this policy can be made for any reason.

MINIMUM TOUR PARTICIPANTS

Up to 30 days prior to tour start, FIG TOURS INC. can cancel a tour if an insufficient number of tour participants have booked and fully paid by that time.

TOUR CANCELLATION

In this case, the customers will be notified forthwith. FIG TOURS INC. will offer to operate the tour if all customers agree to a supplemental charge due to the low number of tour members. If customers do not accept to pay the supplement, FIG TOURS INC. will refund their payment in full, which will constitute the full settlement. FIG TOURS INC. is not liable for any additional costs or losses incurred by the tour participant due to FIG TOURS INC.'s cancellation of tour due to lack of participants. This includes, but is not limited to, the cost of pre-paid airline tickets, hotel reservations and automobile rentals. Situations may arise which, in our opinion, make it necessary for us 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, we do not assume responsibility or liability for any resulting losses, expenses or inconvenience. FIG TOURS INC. is not required to make refunds once tour commences, regardless of the reason for participant's being unable to complete his or her tour. Non-observance of traffic laws and group travel regulations. If the customer does not comply with traffic laws or the requirements for group travel, the contract may be cancelled by FIG TOURS INC. and the rental motorcycle secured.

PHOTO AND VIDEO MATERIAL

Photos and videos produced by FIG TOURS INC. or its representatives on tour are the property of FIG TOURS INC.. The copyrights rest with FIG TOURS INC.. FIG TOURS INC. can use all such material for advertising and marketing purposes, including images in which individual tour members can be recognized, without any charge from the tour member arising for FIG TOURS INC. for this use of material.

PASSPORT, VISA, DRIVING AND HEALTH REGULATIONS

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

RESPONSIBILITY

FIG TOURS INC. is responsible for providing the services listed in the tour description according to the local standard and the accurate description of services offered in its literature. FIG TOURS INC. carefully selects and constantly checks its contractors, such as hotels and restaurants. FIG TOURS INC. is responsible for conscientious travel preparations. FIG TOURS INC. is not responsible or liable for any accidents. FIG TOURS INC. 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 FIG TOURS INC. 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. FIG TOURS INC. is not responsible or liable for a delay occurring from the manufacturer's failure to deliver the motorcycle on time. FIG TOURS INC. is not responsible for any delays, changes in schedule or other conditions.

ALTERATIONS TO TOUR SCHEDULE

Some tours operate on a seasonal basis and where seasonal variances and/or weather conditions cause changes in the tour routing or accommodations, the itinerary will be adjusted accordingly and alternate hotels, restaurants and roads will be used.

WEATHER CONDITIONS

FIG TOURS INC. 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. FIG TOURS INC. cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

TOUR RATES, RENTAL RATES AND MOTORCYCLE COSTS

Fares quoted on our website 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, FIG TOURS INC. may do so at any time prior to 60 days before departure.

INSURANCE

FIG TOURS INC. recommends that you take out adequate travel, health and accident insurance as well as trip cancellation insurance.

VERBAL CHANGES

of contract are invalid unless confirmed in writing by FIG TOURS INC..

PRINTING ERRORS AND CALCULATION MISTAKES

FIG TOURS INC. reserves the right to correct printing errors or calculation mistakes at any time.

I acknowledge having read the above terms and conditions and agree to the terms and conditions herein:

Signed

Name: _____

Address: _____
