



AGB/ Conditions of participation (General Conditions of Contract)

The applicant is hereinafter referred to as tour participant and the tour organizer is hereinafter referred to as company "CaucasusEnduro".

Sex : Male  / Female

First Name: -----

Last Name: -----

Data of birth -----

Address: -----

Your Country: -----

Phone: -----

Phone of the family member: -----

E-mail: -----

Your Height: -----

Your Weight: -----

Insurance presence From failure: No  Yes

Sick-list presence Insurance No  Yes

**Additional information: Sickness/ Allergy/ Blood group/ etc....**

#### 1. Application for tour participation:

By filling in the online application form on the website [www.caucasusenduro.com](http://www.caucasusenduro.com) or on the to the tour organizer the conclusion of a contract for participation in the tour. The webemail and submitting his declaration that he/she accepts the conditions of the tour, the applicant submits application form must be downloaded from the website of the tour organizer/must be printed out, filled in and put the signature on each leaf of the contract and signed and sent to the organizer of the tour only by ordinary e-mail [office@caucasusenduro.com](mailto:office@caucasusenduro.com) together with a photocopy of the insurance policy if such is available and of the applicant's driver's license and passport pages with a photo and the signature. The applicant must send the tour organizer an e-mail confirming that he/she filled in and signed the application form personally. The contract only comes into effect following written reconfirmation by the tour organizer.

2.To reserve a place after booking and invoicing, the tour participant shall pay a deposit of 20 % in order to reserve a place.The exact amount of the deposit payment will be shown in the invoice. The residual payment must be made within the time limit indicated in the invoice, and at the latest 21 calendar days before the beginning of the tour.

Tour price includes:

- Transfer from Airport Tbilisi Accommodation (Guest House, Hotel) . Single room are provided for additional fee.
- Technical support at accessible spots
- Jeep escort
- Tourist guide service
- Enduro Bike
- Fuel
- Lunch
- Breakfast
- Souvenirs
- First Medical aid
- Evacuation in case of emergency

Tour price does not include:

- Dinner
- Alcohol drinks
- Sequurity equipment (helmet, etc)

Deposit 300€ will be deposited at the beginning of the tour.

#### 3. Performance of tour

The tour is organized under the conditions and schedules stated on the website [www.caucasusenduro.com](http://www.caucasusenduro.com). The tour organizer reserves the right to alter the route of tour and the schedule due to changes of weather conditions, unsuitable weather for riding, delays in departure and other conditions of force majeure.

#### 4. Accommodation:

The application form contains various options for hotel accommodation. Double bedrooms are offered as standard, but single bedrooms are also available on special request by the tour participant. Selection of the single bedroom option will increase tour price by 150€-250€. Exact details of the price will be given by the tour organizer.

5. Minimum number of participants required This tour is a group excursion and will only take place if a required minimum number of participants are present. The tour organizer therefore reserves the right to cancel the tour in case of an insufficient number of participants. In this case any tour fees paid will then be reimbursed. No further claims against the tour organizer are permitted. In case of a cancellation of the tour, the organizer of the tour will inform the tour participant in good time by e-mail, fax or by reimbursing the tour fee paid.

#### 6. Personal qualification of tour participant.

The tour participant is obliged to make a realistic evaluation of the level of his/her motorcycle- driving knowledge and skills, and of the state of his/her health. By submitting his/her application, the tour participant declares that he/she is basically in good health and has the necessary motorcycle riding skills for this tour. If this organizer of the tour should ascertain before or during the tour that the tour participant's driving skills are below the standard required for this tour, the tour participant may be excluded from the tour. All costs resulting

from the exclusion from the tour will be borne solely by the tour participant. Reimbursement of the tour fee is excluded in this case.

#### 7. Cancellation of tour participation:

The tour organizer recommends the conclusion of travel cancellation insurance. The tour participant may cancel his tour participation at any time. Cancellation must be in writing. To process the cancellation, the tour organizer requires three working days from date of receipt. When cancelling his/her participation in the tour, the participant undertakes an obligation to reimburse 50% of the total fee to the tour organizer if the cancellation was filed up to 40 calendar days before the start of the tour. For any cancellation filed within less than 40 calendar days – counted from the start of the trip i.e. the date of flight departure - the tour participant must reimburse 80% of the tour fee. The reimbursement must be effected within 10 working days after declaration of cancellation, and with due deduction of the deposit paid in advance.

8. Non-performance of the tour In the following cases, the tour organizer reserves the right not to perform or to prematurely break off the tour : in the event of either the tour organizer or any of the participants in the tour sustaining an injury or contracting an illness of any kind, or of any technical problems occurring, which make it impossible to continue with the tour. In these cases, the tour participant will receive a full refund or a partial refund in proportion to the remaining tour days. In the following cases, the tour organizer reserves the right not to perform or to prematurely break off the tour without refund of the tour fees: unsuitable weather conditions, unnatural or dangerous behaviour of animals and insects, changes to the local landscape through natural catastrophes and force majeure (earthquakes, war, floods, political unrest etc.) The tour participant must be informed immediately if the tour is cancelled or broken off. In these cases, the tour organizer is entitled to draw up a substitute program.

9. Tour participant's obligations and acceptance of the tour rules The tour participant declares that he/she has the skills and qualifications to drive motorcycles in public traffic and off-road. The tour organizer will satisfy himself of this before the beginning of the tour by means of a test drive. The tour participant is obliged to submit his/her driving licence to the tour organizer before the whole tour begins. He is liable for any risks and dangers in connection with his participation in the tour. The tour participant confirms that he/she has assessed his driving skills realistically, and that he/she will neither endanger nor harm any other participant in the tour. He/she must adapt his driving style so as to avoid danger to him/herself and other persons. He/she is aware of the dangers of off-road motorcycling. The tour participant confirms his/her participation in the tour in suitable motorcycling protective clothing. The tour participant is obliged to treat the material provided by the tour organizer (motorcycle and equipment) with due care and in a professional manner. The tour participant shall be held solely and entirely liable for any violations of traffic rules and public traffic regulations under civil or criminal law. No claims may be filed against the tour organizers in these cases. The tour participant assumes complete liability for third party claims against the tour organizer arising from offences or violations committed by the respective tour participant.

#### 10. Liability :

The tour participant declares by his/her signature that he/she participates in the tour event at his/her own risk; that he/she assumes civil and criminal liability for any damages caused by him/her (for instance damage to persons, material and consequential damages) and that he/she will provide sufficient insurance cover for himself. The participant waives any claims against the tour organizers and his employees in connection with the damage committed by the participant during the booked excursion. He/she indemnifies the tour organizer against any claims from third parties filed in connection with the damage committed by the participant. Inasmuch as the tour organizer uses the services of vicarious agents or other third parties, the tour organizer is only responsible for their careful selection and reasonable monitoring. The tour organizer in particular assumes no responsibility for any damages which are related to the unsuitable condition of the roads driven on. The tour organizer shall only be liable in the course of his obligations as a prudent businessman for the conscientious preparation and performance of the tour. Liability of the tour organizers is excluded or limited unless the tour organizer has caused the damages by gross negligence or intentionally. In any case the liability is limited to the three-fold amount of the tour fee. The Waiver of liability claims signed by the tour participant upon application is an inseparable part of the contract.

11. The tour organizer advises tour participants to arrange accident insurance, foreign travel health insurance and travel cancellation insurance.

#### 12. Equipment:

The motorcycles and the personal protective equipment will be provided by the tour organizer and are in good technical condition. The tour participant is obliged to treat the motorcycle and personal protective equipment with care, and to use it for the designated purpose only. The tour participant confirms that he/she will treat the equipment with due care so as to avoid damage and loss.

13. Miscellaneous:

The tour participant agrees that photographic and video material may be used for advertising purposes. He declares that he agrees with the storage of his personal data and its use in connection with the performance of the tour by the tour organizer.

14. Only Georgian law applies. Place of jurisdiction is, as far as it is legally permissible, only Tbilisi Georgia.

15. The contract consists of four (4) pages .

**Participant confirms with his signature on the tour** -----

**Date of completion of the contract** \_\_\_ / \_\_\_ / \_\_\_\_\_

