

# Bicycle Tours with Ride Experience

# Terms & Conditions

2023 - 2024

Please read carefully the following terms and conditions. In completing and submitting the Application Form, you agree to be bound by these conditions which form the agreement between Ride Experience Inc and you.

# Booking and payment

To reserve your place on a Bicycle Tour, you should complete the Application Form and send it with the deposit (20% of the total tour price) or the total tour price. The deposit will be applied to the tour price or cancellation charges. Balances must be paid by 60 days prior to departure. The tour contract will become valid when Ride Experience Inc receives both the Application Form and the deposit/total tour price. Payment can be made only by bank transfer. (Only deposit can be paid by credit card also.)

# Cancellations/refunds

If you wish to cancel your tour, please notify Ride Experience Inc in writing. Once Ride Experience Inc receives your notice, cancellation will take effect with following cancellation charge.

Ride Experience Inc will refund monies paid in full where COVID 19 travel restrictions are the direct cause of cancellation of scheduled tours in 2023 or 2024. This relates to cancellations either by Ride Experience Inc or yourselves and includes where mandatory quarantining is in place for your return home or in Japan. In this case, you can also transfer your deposits to another trip in the year 2024 or 2025.

## Days prior to departure / Cancellation Charge

60 days or more / deposit only (20% of total tour price) 59-42 days / 30% of total tour price 41-15 days / 50% of total tour price 14 days or less / 100% of total tour price

It is strongly recommended that you take out insurance against irrecoverable cancellation costs.

## Single supplement

Trips are organized and priced on a twin share basis. Single supplement accommodation is available (except some locations) at an extra price. If you book as a single and are agreeable to sharing a room we will try to arrange (not guaranteed) for you to share with a person of the same gender. For a guaranteed single room you must pay the advertised single supplement rate.

# Insurance Benefit Details

The below is the details for the insurance included in the tour. Please note that the insurance benefit is not enough to cover all your medical expense when it needed. You are strongly recommended to make a contract of travel insurance. Insurance Benefit Details Death or permanent disability, up to 5,000,000 JPY Inpatient medical costs (inside Japan), up to 4,000 JPY per day Outpatient medical costs (inside Japan), up to 2,000 JPY per day Indemnity liability, up to 100,000,000 JPY

## Travel insurance

The travel insurance is not included in the tour. Full personal travel insurance including accident, illness and travel cancellation is strongly recommended for this Bicycle Tour to guard against the unexpected event.

## **Route Changes**

Ride Experience Inc reserves the right to:

- Change the date of departure or conclusion of the tour, or, modify any aspect of the tour.

- Cancel or modify any routes with the tour or objectives set out in the itinerary.

- Substitute different or equivalent routes within the tour in place of cancelled or modified routes.

- Postpone, cancel or delay any such aspect of the tour if it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions which may affect the safety of participants and guides of the group.

#### Health and Fitness requirements

To fully enjoy and benefit from your holiday experience you should be in good health and physical condition. If you have a medical, physical or mental condition you must disclose this to us upon booking. You are also obliged to do the same once your condition changes prior to departure.

#### Assumption of Risk and safety declaration

You acknowledge that:

- By its very nature of adventure travel can be more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death.

- The additional dangers and risks associated with adventure travel may include difficult and dangerous terrain, extremes of weather, including sudden and unexpected changes, remoteness from normal medical services and from communications and evacuation difficulties in the event of illness or injury.

- We reserve the right to withdraw any person who in our opinion is likely to endanger themselves or others. We also reserve the right to cancel any activity if we become concerned for any reason for your safety or that of any other person.

- You must follow our instructions and use any safety equipment provided at all times. For the above reasons you accept the inherent and increased dangers and risks associated with the proposed adventure and the accompanying risk of injury, death or property damage or loss.

#### Release and Waiver of Liability

In consideration of Ride Experience Inc accepting your booking and in consideration of you being permitted by Ride Experience Inc. to join the tour to the extent permitted by law, you:

- Release, waive, discharge, hold harmless and agree to indemnify Ride Experience Inc and its officers, employees, agents, licensees, guides and other representatives from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction there within unless caused by the willful negligence or wrongful act of Ride Experience Inc and its employees: and regardless of the situation or circumstances giving rise to the claim you waive any claims you have, or may at any time have, against Ride Experience Inc and its employees and you agree, by accepting the additional inherent dangers and risks associated with the tour, not to make any claim against or seek any compensation from Ride Experience Inc and its employees in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the tour. To the extent permitted by law, all our liability for damage to your property, disruption to travel plans, or mental injury is excluded.

#### Reimbursement for Damage of Rental Bikes

You agree to:

Notify Ride Experience Inc in case of any accident, damage, theft or malfunction.
Pay for any damages, loss or theft of rental bike(s) and any included equipment(s). Total loss due to damages, theft or failure to return the bike shall result in full replacement reimbursement of the bike or parts and equipment.

### Image Rights, Media Content and Materials

You irrevocably consent to:

- Your appearance in the tour/program being filmed, recorded, incorporated and exploited in whole or in part in any television program, film, video or broadcast of whatever nature by any means and in any media and format now or invented after the date of the tour/program;

- The use and reproduction of your name, likeness, appearance and photographs, films and recordings by any means and in any media and format for the purpose of advertising, publicity and promotion of the tour/program and Ride Experience Inc ; and

- You further hereby waive any moral rights you may have in respect of any use, reproduction, modification, publication or broadcast of your name, image, appearance or likeness.

All content from photographs, official blogs, emails, promotional materials and other materials distributed by Ride Experience Inc. is the exclusive property of Ride Experience Inc. and must not be copied or distributed without the express written approval of Ride Experience Inc.

You are permitted to take photography for personal use only. Any commercial use of such photography is prohibited unless express permission has been granted from Ride Experience Inc.

# Privacy

The information supplied by you on the booking form will only be used by Ride Experience Inc. However, in the unlikely event of an accident, any special medical or personal information may be supplied to medical or emergency services personnel.