



SICILY MOTORCYCLE TOURS



WAIVER

INFORMATION ON PASSPORT, VISA, CUSTOMS AND HEALTH REGULATIONS:

- All travelers must have a valid passport to travel abroad that has a minimum of 30 days until renewal to enter Italy.
- All travelers are required to meet current Italian customs requirements and are responsible for their return flight costs.
- It is highly recommended that **travel health insurance** be purchased for the duration of the tour.
- Should a traveler be unable to enter Italy due to failure to comply with the rules governing entry, we are exempted from further contract fulfillment and the traveler is not entitled to all or partial refund.

DRIVER'S LICENSE AND RIDING ABILITY:

- In Italy a specific driver's license is required by law to ride a motorcycle. A USA state motorcycle license is acceptable.
- At the time of booking a customer formally declares that he/she is in possession of a valid driver's license for the motorcycle used in the tour and has the necessary riding ability to control such a motorcycle.
- The traveler further declares that they are 21 years of age or older, as this is a requirement of Italian law.
- Should the traveler have an invalid driver's license for the travel period we are exempted from further contract fulfillment.
- Should the traveler not have the necessary driving ability to be able to safely control the motorcycle per the tour guides judgement, then the traveler may not continue the tour.

MOTORCYCLE RENTAL:

- The bike rental is an additional service offered, advertised and promoted by us as an intermediary, AND autonomously provided by Catania Harley Davidson® which is a licensed rental company for which we are an external partner for the purposes of providing tours. Therefore this service will be governed by a separate contract between the traveler and Catania

- Harley Davidson® Rental Company directly, and we in no way assume any liability for the transaction and execution of the service.
- It is the traveler's responsibility to present a valid, appropriate driver's license to hire a motorcycle. If that is not provided, the rented motorcycle will not be handed over and the traveler will be excluded from the tour and exempted from further contract fulfillment.
- In such case, neither the rental company nor Sicily motorcycle tours will refund any payment, nor be liable for the additional costs which may arise to the traveler.

LOCAL TRAFFIC REGULATIONS:

- The traveler joins in everyday road traffic on his/her own responsibility and is bound by the local road traffic laws.
- The traveler will bear any penalties, fines or similar charges, including damage to a third party's person or property attributable to his/her infraction of local traffic regulations.
- The traveler is the only responsible party in case of an accident he/she caused.

HEALTH, ALCOHOL DRUGS AND MEDICINES:

- To be admitted to the tour all participants must be in good physical and mental health to be able to travel without difficulties and in safe condition every day.
- If there are any doubts in respect of a participant's state of health, the traveler is compelled, on the request of the Tour Leader to provide a current proof of health per a physician.
- During the hours during which a traveler will be riding, travelers are to refrain from any alcoholic drink, drug or medicine that affects their ability to drive.

PERSONAL BEHAVIOR AND LIABILITY:

- The traveler is liable in any case for all personal injuries and damage to property caused by his/her intentional misconduct or negligence and shall indemnify and hold us harmless against all third party claims asserted directly on us in connection with such injuries and/or damage.
- Damages caused by the travelers intentional misconduct or negligence means in particular (but is not limited to) damage attributable to driving errors, lack of driving ability and/or disorderly driving behavior.
- Examples include but are not limited to, driving on the back wheels, making a racing start, laying down a motorcycle, insufficient safety spaces between vehicles, etc.)
- We are released from our obligations towards a traveler under the travel contract if, in a group travel, a traveler despite warnings, continues to cause disturbance to the tour by their behavior.
- The customer may be liable to pay compensation for damage they have caused.

A TOUR LEADER IS PROVIDED ON EACH TOUR:

- It is the responsibility of the traveler to follow the itinerary, the speed, riding style, and adapt to prevailing weather and traffic circumstances as directed by the tour leader for the safety of the entire tour group.
- The traveler must inform the tour leader if there is any reason why the traveler can not follow a route or needs assistance in complying.

WEATHER CONDITIONS AND ROUTES:

- We reserve the right to change the itinerary and overnight accommodations and tourist venues or other services as deemed necessary by the Tour Leader due to seasonal circumstances, traffic conditions, weather, or acts of God.
- Should changes be required we will endeavor to maintain the character of the tour and provide similar services.
- We do not assume any responsibility for poor weather conditions that may occur and travelers cannot claim any right to reimbursement of the tour price or of the motorcycle rental fees due to bad weather and subsequent tour itinerary changes.

LIABILITY:

- The traveler agrees that any perceived liability on the part of Sicily motorcycle tours must be litigated in Rochester, N.Y. USA under US law.
- The traveler further agrees that any perceived liability on the part of Catania Harley Davidson® rentals must be litigated in Catania, Sicily, Italy under Italian law.

By signing below you are acknowledging that you have read and agree with the terms of this waiver.

Signature of Rider _____ Date Signed: _____

Signature of Passenger _____ Date Signed: _____