

INTENTIONALLY LOST TOUR PARTICIPATION AGREEMENT

PLEASE READ THE TERMS OF THIS AGREEMENT WITH CARE TO UNDERSTAND THE LIABILITY RELEASE, ASSUMPTION OF ALL RISKS, and BINDING ARBITRATION AGREEMENT BEFORE SIGNING.

BOOKING & PAYMENTS

To reserve a trip, Intentionally Lost requires an initial deposit followed by final payment. The payment of a final payment for the tour shall be deemed to be an acceptance of the terms and conditions of this Agreement. Changes to the terms of this Agreement can only be made in writing. PAYMENT IN FULL IS DUE 60 DAYS PRIOR TO THE TRIP DEPARTURE DATE. For the majority of guests; you can make the final payment on the tour booking page where you made your deposit. Just select the option for your final trip payment based on single or double occupancy. If your final trip price is adjusted due to bringing your own bicycle, an invoice will be emailed to you directly for that final amount.

CANCELLATION & REFUND POLICY

We understand that sometimes it's necessary to change your plans. These policies apply if you need to cancel:

All cancellations are subject to a minimum of a \$100 service charge. If you cancel and your spot is otherwise filled, you will be refunded the full amount you have paid (minus the \$100 service charge). However if you cancel and your spot is not filled, the following applies:

- 120 days or more: full refund minus \$100 fee
- 90 days or more: 50% refund
- 60 days or more: 30% refund
- Less than 60 days: no refund

Requests for refunds must be submitted in writing to tours@intentionallylost.com There is no refund for travelers arriving late or unexpectedly leaving a trip and Intentionally Lost will also not be responsible for the lodging, meals, return transportation or other expenses incurred by such tour participant. If the tour is canceled for any reason; including a tour that does not attain a minimal level of participation, Intentionally Lost shall have no liability beyond the prompt refund of all tour participants' payments received. (Note that all refunds are processed within 30 days.)

In the event a trip is cancelled or postponed due to the actions of any governmental or civil authority, or a cancellation is caused for any other reason beyond the control of Intentionally Lost, tour participants will be entitled to a refund of monies paid less non-recoverable expenses prepaid or incurred by Intentionally Lost and the \$100 service charge.

PASSPORTS & VISAS

Guests are responsible for their own travel arrangements both to and from the tours. Travelers are responsible for understanding their own international entry requirements and obtaining any required visas. Intentionally Lost is not responsible for providing you with this information or documentation. A valid passport is required for each person traveling internationally. Some countries require validity for six months after your return and/or that the passport contain certain blank pages. Travelers are responsible for obtaining vaccinations as advised by your health care provider or as required by certain countries - vaccinations may be a condition for obtaining a visa.

PHOTOGRAPHY RELEASE:

I understand that Intentionally Lost reserves the right to take photographic or film records of any of its trips and hereby agree that Intentionally Lost may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom Intentionally Lost may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by to Intentionally Lost.

GENERAL TERMS & CONDITIONS

Intentionally Lost tours require considerable physical fitness for guests participating as a cyclist. Non-cycling guests will also need to access locations on foot both indoors and outdoors involving stairs, inclines, and rocky outdoor paths, sandy terrain, and sometimes changing or difficult weather conditions. Itineraries cannot accommodate wheelchairs or other mobility devices, or guests who otherwise require assistance in walking, dining, or attending to other personal matters. Your failure to disclose any such condition, or your arrival at the place of departure with special equipment that cannot be accommodated on the tour, may result in a refusal to allow you to take the trip. Should this occur, you will forfeit the trip cost, and Intentionally Lost shall have no liability, financial or otherwise.

Intentionally Lost reserves the right to decline to accept or retain any person as a member of any tour and reserves the right to remove a passenger from a tour if in its discretion that person constitutes a safety risk to himself or herself or to others, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is disruptive of the tour as a whole. Intentionally Lost further reserves the right to remove any person from a tour whose comportment is disruptive to other tour participants, to Intentionally Lost representatives or to third parties involved in the tour. Should this occur, you will forfeit the trip cost, and Intentionally Lost shall have no liability, financial or otherwise.

Intentionally Lost reserves the right to make route, hotel, itinerary and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

RESPONSIBILITY

Intentionally Lost Ventures and their owners, directors, officers, employees and affiliates, (hereinafter "Intentionally Lost") does not own or operate any entity which provides, or is to provide, goods or services for your trip including, for example, lodging facilities, transportation companies, food service or entertainment providers, equipment suppliers, operators of recreational, adventure or other activities (regardless of whether such activities are included as part of the Intentionally Lost trip itinerary). As a result, Intentionally Lost is not liable for any negligent or willful act or failure to act of any such third person, or of any other third party.

Some tours include visits to shops and merchants. Intentionally Lost is not responsible for any purchases you make during your trip, whether or not that merchant is part of the scheduled itinerary. Intentionally Lost shall not be liable to the passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances.

TRAVEL INSURANCE

I understand that Intentionally Lost strongly recommends that all travelers purchase Trip Cancellation and Interruption insurance. I understand that it is in my best interest to purchase Trip Cancellation and Interruption Insurance and will take full responsibility for my choice should I decide *not* to purchase it.

Required Coverage

Accident & Sickness Medical Expense Coverage (minimum \$100,000 USD)
Emergency Evacuation & Repatriation of Remains (Minimum \$200,000 USD)
Accidental Death / Dismemberment
Trip Cancellation Coverage

Intentionally Lost recommends and uses World Nomads and Trip Assure for our travel insurance needs. You can get a quote and purchase travel insurance from [World Nomads](#) or [Trip Assure](#).

SAFETY & SECURITY

I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: negligence in any manner on the part of Intentionally Lost including, without limitation, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to bicycle selection or maintenance, the use, installation or maintenance of any optional or add-on equipment such as pedals, odometers, mirrors, bar ends, etc., in the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc.; acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, acts of government, strikes or other labor activities; physical exertion for which I am not prepared; negligent or reckless cycling by the participant or others; inability to properly operate a bicycle; forces of nature; weather conditions; transportation failures or the failure of any transportation mechanism to arrive or depart timely or safely, whether by plane, train, auto, boat, bicycle, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; terrorism or the threat thereof; criminal activity; bites from or dangers associated with wild or other animals, pests or insects; negligence or willful misconduct by third parties; breakdown or failure of bicycles or other equipment; financial default of any supplier; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; epidemics or the threat thereof; stolen, lost, or misplaced luggage or property; and theft or break-ins into vans, lodging rooms or elsewhere. In addition, I release Intentionally Lost from its own negligence and assume all risk thereof.

I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH. The risks may include but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I agree to follow all written and verbal rules of safety presented to me by Intentionally Lost.

BINDING ARBITRATION

I agree that any and all claims, controversies, breaches or disputes arising from or related to this Agreement, or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16, either according to the then existing Commercial

Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Colorado law according to the procedures of Colorado Mediators & Arbitrators™ (COMA). The Federal Arbitration Act shall govern the interpretation, enforcement and proceedings pursuant to the arbitration clause in this agreement. The arbitrator may consider the testimony and evidence presented by the parties through any or all of the following types of hearings: documentary hearing, teleconference hearing, or through a standard scheduled hearing physically-attended by the parties and legal counsel if any. Any standard arbitration hearing that requires the parties physical presence shall be held in [Denver, Colorado]. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. By agreeing to these terms and conditions, I, as well Intentionally Lost, waive our right to a trial by jury.

MEDICAL PROXY

I hereby give Intentionally Lost and the third party contractors permission to attempt to arrange emergency medical treatment for me and I agree to hold Intentionally Lost harmless for the provision, non-provision or negligent provision of such services. Intentionally Lost is not responsible for the costs of any medical treatment I may require during the trip and thereafter. Under no circumstance is Intentionally Lost responsible for the quality of medical care, or lack thereof, I may receive while on the tour.

KNOWING & VOLUNTARY EXECUTION

I acknowledge that the cost of all Intentionally Lost trips is based upon trip participants executing this Release of Liability, Assumption of All Risks, and Binding Arbitration Agreement. I agree that this Agreement shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Intentionally Lost from any and all liability to the maximum extent permitted by law. I have carefully read and fully understand the contents and legal ramifications of this Agreement including but not limited to, those regarding cancellation and refund policies. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

This contract is accepted by Intentionally Lost and cannot be changed in an oral communication. We can only accept one signature per form.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, and that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

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PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____

Email completed form with your signature to tours@intentionallylost.com