

Terms and Conditions of Booking 2017

The Lormar Endurance Adventure Bike Tour is organised and managed by UrbanGoat (Pty) Ltd, and all participant accepts that all tours are of an adventurous nature and involve an element of personal risk. UrbanGoat shall not be held liable in any way for any injury, loss of life or damage to property, howsoever caused and the participant hereby indemnifies UrbanGoat, its staff, venue owners and any third party employed or contracted by UrbanGoat harmless from any such claim. The participants accept full responsibility for all risks involved.

1. Tour booking form

By submitting the booking form, or the payment of any money towards Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd means that you have accepted the Terms and Conditions between Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd and you, The Participant. Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd will not accept any participants to join in the experience without a confirmed booking form.

2. Medical Insurance

It is a prerequisite that each participant must obtain adequate medical, personal, accident and travel insurance cover for the duration of the tour.

3. Reservation & Refund policy

The full amount should be paid when a booking is made to secure a place on the tour. If you are not able to participate in the Tour, you can do a substitution at R350 per entry. Bookings are transferable until 30 January 2017 for the March Tour and 1 October 2017 for the November Tour. Refunds up to 31 December 2016 for the March Tour and 30 August 2017 for the November Tour will be refunded at 75% of booking fee. Refunds from 1 January 2017 for the March Tour and 1 September 2017 for the November Tour will be refunded at 50% of booking fee. No refunds after 30 January 2017 for the March Tour and 1 October 2017 for the November Tour.

4. Included in the Tour Price

All tour Meals:

Friday Dinner

Saturday breakfast, lunch, dinner

Sunday light breakfast, brunch

Shared accommodation

Sunset tractor drive

Excluded from Tour Price

All beverages for own account.

5. Minimum tour participants

Lormar Adventure Tour organised and managed by UrbanGoat (Pty) Ltd may cancel a tour up to 30 days prior to tour start when there are an insufficient number of tour participants that have booked and fully paid for the tour by then. However, should this happen, participants will be notified and alternative arrangements be made.

6. Non-observance of traffic laws and group travel regulations

If any of the participants does not comply with traffic laws or the requirements for group travel, Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd has the right to cancel the individual's tour, which means that his/her riding privileges will be suspended. Participants are responsible for any traffic fines obtained as a result of any traffic violation.

7. Alterations to tour schedule

Tours operate on a seasonal basis and where weather conditions cause changes in the tour routing, the itinerary will be adjusted accordingly and alternate restaurants and routes will be used.

8. Weather conditions

Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd strives to schedule it's tours at a time of the year when the weather in the touring area is usually pleasant for motorcycling. Lormar Endurance Adventure Tour



organised and managed by UrbanGoat (Pty) Ltd cannot be held liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.

9. Printing errors and calculation mistakes

Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd reserves the right to correct printing errors or calculation mistakes at any time. Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd accepts no liability for such errors or mistakes.

10. Competitions and prizes

- 14.1. Participants have to have a confirmed booking for the Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd to qualify for any prize or completions.
- 14.2. If a prize is drawn or handed over at the event itself the winner of the prize will have to be present to collect the prize in person otherwise they will forfeit the prize and the prize will go to the next winner in line.
- 14.3. The race organizer is allowed to change the rules of the competition without any prior notice. The change of the rules will be made clear and at least two witnesses will be present to approve the changes.
- 14.4. Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd cannot be held responsible for any incorrect sizing or color on prizes.
- 14.5. Voucher /prizes cannot be exchanged for cash or any other form.
- 14.6. Voucher/ prizes are not transferable to anyone else.
- 14.7. Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd cannot be held responsible should a sponsor of a prize withdraw form a competition.

Assumption of Risk, Declaration, Waiver and Indemnity of Booking

1. Assumption of Risk

- 1.1. I certify that I have been advised that and am aware that participation in the event involves significant risk of injury, trauma, harm and damage to me, other participants and other persons attending or in the vicinity of the event and with this knowledge I voluntarily participate in the event fully accepting all such risks if they arise which may result in personal injury, death and damage.
- 1.2. I am aware that the event will take place at a time and location that may make access to medical treatment and facilities difficult and that mountain bike riding is physically exerting and may result in injury, trauma, death or damage and that I may be exposed to natural elements such as storms and dangerous wildlife.

2. Representations and Warranties I represent and warrant that:

- 2.1. I am in sufficiently good physical condition to safely participate in and complete the event and have no disability, impairment or ailment that will prevent me from safely participating in the event or that will be detrimental to my or any other person's health, safety or physical condition while participating in the event or while at or near the event.
- 2.2. The answers and information I have given in the registration form are all true and correct and that Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd has relied on the answers and information in permitting me to participate in the event.
- 2.3. I understand that this document is binding on me and creates an enforceable legal relationship between me and Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd.

3. Consent to treatment

- 3.1. I agree that if I suffer injury Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd may at my expense arrange for me to receive medical treatment and emergency evacuation services as Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd deem appropriate and I understand that any personal injury that I incur may be worsened or compounded by not only my actions but by the actions, omissions or negligence of others.
- 3.2. I agree that I am responsible for my own medical and ambulance insurance as well as insurance for my personal belongings.
- 3.3. I further understand that it is my responsibility to be medically fit to partake.

4. Release and Discharge

I hereby unconditionally release and forever discharge from all liability Lormar Endurance Adventure Tour organised and



managed by UrbanGoat (Pty) Ltd and its directors, members, officers, employees, volunteers, agents, contractors, sponsors and proprietors of any land on which the event or any part of it is conducted from any and all claims, suits, demands, expenses, costs, damages or proceedings of any nature whatsoever arising from any personal injury, death, property damage or loss sustained by me as a result of my participation in the event and I hereby agree not to take legal action of any kind against Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd in connection with the event or my participation in it.

5. Indemnity

5.1. I hereby unconditionally indemnify and hold harmless, and shall keep indemnified and held harmless Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd, its directors, officers, agents, marshals, contractors, helpers, sponsors, local authorities or their employees and proprietors of any land on which the event or any part of it is conducted from and against all liabilities, claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever that may be brought against Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd as a result of or in connection with any act, omission, default, failure or error on the part of Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd, including any negligent act, omission, default, failure or error occurring wholly or partly during the event.

5.2. I hereby unconditionally indemnify and hold harmless, and shall keep indemnified and held harmless Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd, its directors, officers, agents, marshals, contractors, helpers, sponsors, local authorities or their employees and proprietors of any land on which the event or any part of it is conducted as a result of, or arising out of, whether directly or indirectly, the participants arrival and departure there from, attendance at registration, prize-giving or other function thereof, any loss or damage to motorbikes or other equipment, however such loss or damage may arise regardless of whether or not the same shall have been caused directly or indirectly by the negligence, albeit gross, of one or more of all the aforementioned parties as set out.

5.3. I agree that Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd will not be liable for and I waive any right to claim any loss or damage, personal injury, death, economic loss or consequential loss whether in tort, in contract, under statute or otherwise, for any default, failure, negligence or error on the part of Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd.

5.4. I agree that Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd liability under any statutory right or any condition or warranty implied or any relevant legislation which cannot be lawfully excluded is, to the full extent permitted by law, limited to payment by Lormar Endurance Adventure Tour organised and managed by UrbanGoat (Pty) Ltd of the cost of having the event supplied again.

I accept that I take part entirely at my own risk