



TERMS & CONDITIONS

CONDITIONS OF TRAVEL

LIABILITY RELEASE

I have applied to participate in the tour appointed on the website Montaraz Outdoors & Culture. I am 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 Montaraz Outdoors & Culture 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, 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, canoe, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; dangers associated with swimming or jumping from boats including the possibility of hitting a boat, an object or a person while doing so, being caught in rough or rapidly moving waters, etc., consumption of alcoholic beverages, medications or other substances whether or not prescribed; risks associated with food, food allergies 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, allergic reaction 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 including, but not limited to, exposure to COVID-19 by any means of transmission; stolen, lost, or misplaced luggage or property; and theft or break-ins into vans, lodging rooms or elsewhere.



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.

I 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.

I acknowledge that the cost of all Montaraz Outdoors & Culture trips is based upon trip participants executing this Release 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 Montaraz Outdoors & Culture from any and all liability to the maximum extent permitted by law.

I understand that Montaraz Outdoors & Culture reserves the right to take photographic or film records of any of its trips and agree that Montaraz Outdoors & Culture 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 Montaraz Outdoors & Culture may engage in joint marketing, without any remuneration to me. I assign to Backroads all right, title, and interest I may have in or to any and all media in which my name or likeness might appear.

I agree to follow all written and verbal rules of safety presented to me by Montaraz Outdoors & Culture. I understand that Montaraz Outdoors & Culture reserves the right to refuse as a trip participant, or remove from a trip, without refund, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, who it judges is abusive to other trip participants, leaders or third parties, or who it determines detracts from the enjoyment of the trip by others. Montaraz Outdoors & Culture 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.



Participation in tour activities of the company Montaraz Outdoors & Culture should only be considered if you are properly trained and in proper physical and medical condition to undertake the tour activities. You are responsible for determining whether you can meet the physical demands of the tour and your health and well-being throughout the tour remain your responsibility. If you have any doubts as to your health and fitness to participate, you should consult the company or/and a medical doctor before booking.

You acknowledge that some tours, such as cycling, hiking, and multi-adventure, are adventurous, that they are strenuous activities, and that there are inherent dangers, risks, and certain elements of unpredictability associated with participating in the tour. You acknowledge and accept that these activities are a physically demanding sport carrying with it considerable risk of injury and potential danger of accident or collision which may result in injury. You assume responsibility and liability for all associated risks of the tour.

- I. that he/she has been duly informed by the company Montaraz Outdoors & Culture in their compressible language of the specifications of the activities in which he/she's going to participate and about the physical conditions needed for such participation.
- II. that he/she knows, understands, and accepts the rules stated for the different activities and that he/she submits him/herself to the authority of the direction and/or discipline of the organization.
- III. that he/she has been clearly and sufficiently informed about the risks of the different activities about the qualifications of the guided and about the safety measures to be taken by the organization during the activities.
- IV. that he/she doesn't suffer any illness, disability, or medical restriction for the practice of these activities.
- V. the client acknowledges that he/she is in good physical and mental conditions suitable for such activity, not having any physical or mental illness that prevents or undermines the realization of such activity.
- VI. that he/she assumes voluntarily the risks of the sport and/or adventure's activity and, therefore, relieves the organization of any damage or prejudice that he/she may suffer during the activity. Such exemption does not include the damages or prejudices caused by the negligence of the organization.



- VII. that you are responsible for compliance with all laws of the country or countries in which the tour operates, including all traffic regulations and drug regulations. It is your responsibility to ensure you are aware of these laws and regulations.

The non-fulfillment of any of these mentioned conditions below shall cause the immediate expulsion of our activities.

- I. at all times the participant shall strictly follow the instructions and itinerary established by the guide/s.
- II. at all times the participant must cycle with both hands always resting on the handlebar and is warned of its danger during cycle tours.
- III. it is compulsory to wear a helmet always when the activity takes place during cycle tours.
- IV. to ensure safety and protection Montaraz Outdoors & Culture requires a European standard helmet to be worn at all times while riding a Bicycle Tour.
- V. it is forbidden to overtake the guides and carry out actions with the bicycle that endanger their safety or during a hiking activity.
- VI. the client understands and accepts the rule of not doing the activity under the influence of alcohol and/or drugs. Participation under the influence of alcohol and/or drugs is completely forbidden. The intake of such substances before or during the activity is explicitly forbidden. In this case, the organization shall not be responsible for damages resulting from this action, also declining any legal liability arising therefrom.



Insurance and booking conditions.

- I. the client needs to take adequate valid travel insurance at their own cost to book the tour and ensure they have read and understood the full terms and conditions of your travel insurance policy to ensure that you are covered for all activities you intend to undertake during the trip.
- II. the client has to deal directly with the insurance company in case of settlement of any claim.
- III. the full payment must be received by procedures laid down under Payment Terms. If not paid in time, the company reserves the right to cancel the booking with consequent loss of deposit and apply the scale of cancellation charges as mentioned in the cancellation policy.
- IV. the minimum number of participants; all offered tours will take place at a minimum number of participants, if this number is not reached, the company may cancel the trip until 45 days before its starting date and he/she will be entitled to a full refund of the total trip price.



Others.

- I. the company shall not be responsible and /or liable for any damages caused to the client due to reasons beyond the control of the company.
- II. the company shall not be responsible and/or liable for the loss of baggage or personal belongings caused to the client due to reasons beyond the control of the company.
- III. in the case where a client along with his family is compelled to discontinue the cycle tour due to any reason whatsoever including illness, death, or loss of any travel documents. No claim shall be entertained for a refund of unutilized services. Even if a client is unable to reach the place of commencement due to any reason whatsoever including loss of baggage or loss of travel documents, his booking shall be treated as cancellation and 100% cancellation charges will be charged.
- IV. the company shall, in no circumstances whatsoever be liable to the client or any person traveling with him/her for any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss, and/or damage, or any kind of theft, howsoever caused.
- V. the company reserves the right to withdraw participation of any client whose behavior is deemed likely to affect the smooth operation of the tour or adversely affect the enjoyment or safety of other participants and shall be under no liability to any such person.
- VI. personal data the company holds will be deleted after any tour unless he/she wants to receive information about other or new activities, the company will save their phone number and e-mail address, and the other personal data provided will be deleted.



BOOKING CONDITIONS

Booking a tour: Montaraz Outdoors & Culture provides the best possible way to flexible booking policies to plan better your holiday.

Reserve your trip anytime at the website Montaraz Outdoors & Culture by email, text message or calling.

The sooner you book, the more options you'll have in terms of dates.

Price. All the tours have detailed information on all items included in the tour price.

Booking 1 day tour. The tour is officially reserved when the client deposits 100% of the total tour price per person. We'll confirm your reservation after the deposit of 100% of the total tour price per person. The final booking date is 48 hours before departure. 1-day tours with a different final booking date will be mentioned in the tour description.

Booking a multi-day tour. The tour is officially reserved when the client deposits 20% of the total tour price per person. We'll confirm your pre-reservation after the deposit of 20% of the total tour price per person. Final payment due date; the total trip price must be received by us no later than 45 days before departure. If the balance is not paid by the due date, we treat your booking as canceled and cancellation charges apply (see cancellation fees for multi-day tours). We'll officially confirm your final payment after the deposit of the rest of the total price per person. Multi-day tours with a different final total payment due date and cancellation charges will be mentioned in the tour description.

Booking tours for 8 days or more. The tour is officially reserved when the client deposits 20% of the total tour price per person. We'll confirm your pre-reservation after the deposit of 20% of the total tour price per person. Final payment due date; the total trip price must be received by us no later than 45 days before departure. If the balance is not paid by the due date, we treat your booking as canceled and cancellation charges apply (see cancellation fees for tours for 8 days or more). We'll officially confirm your final payment after the deposit of the rest of the total price per person.



Booking a Tailor-made tour.

The tours are fully personalized or can be modified from existing ones.

Booking steps:

- Request
- Travel and tour proposal
- We hold your date for 15 days with no obligation
- Release of liability form. The clients are required to complete and sign our release of liability form and understand the full terms and conditions of the provided tours. Signatures are required before pre-reservation. We're unable to allow travelers to participate in any aspect of a Montaraz Outdoors & Culture tours without a signed release form.
- Deposit and pre-reservation. The tour is officially reserved when the client deposits 20% of the total tour price per person before the 15-day hold period ends. If no deposit is received, your Travel & Tour Proposal will be canceled. We'll officially confirm your pre-reservation after the deposit of 20% of the total tour price per person.
- The remaining balance. We send the client an email with the remaining balance.
- Final Payment + Travel insurance. The total tour price must be received by us no later than the final total payment due date. If the balance is not paid by the due date, we treat your booking as canceled and cancellation charges apply. We'll officially confirm your final payment after the deposit of the rest of the total price per person. (The final total payment due date and cancellation charges will be mentioned in the tour description)
- Adjustments. Any adjustments and modifications requested from the client after the pre-reservation will have a final adjusted price added to the total price.



Travel insurance.

The client needs to take adequate valid travel insurance at their own cost to book a multi-day tour or tour for 8 days or more and ensure they have read and understood the full terms and conditions of your travel insurance policy to ensure that you are covered for all activities you intend to undertake during the trip. Montaraz Outdoors & Culture will not provide any assistance in obtaining any insurance.

Release of liability form.

The clients are required to complete and sign our release of liability form and understand the full terms and conditions of the provided tours. Signatures are required before pre-reservation. We're unable to allow travelers to participate in any aspect of a Montaraz Outdoors & Culture tour without a signed release form.



CANCELLATION POLICY

The client has the right to cancel the tour in writing and signed if the cancellation takes place more than the given date. (See Cancellation Policy for each activity) Once we receive your notice, the cancellation will take effect. How to Cancel Your Tours:

- Write an e mail to Montaraz Outdoors & Culture.
- After you have canceled your tour, your deposit will be returned to the same account that you have made the payment. The returned amount depends on the cancellation charges. Bank charges will be deducted.

You will be entitled to a full refund of the total trip price if we are not able to guarantee your trip by not having a minimum group size. If a cancellation has to be made, we will inform you immediately and notify you of cancellation not less than 45 days before the start of your trip.

You will be entitled to a full refund of the total trip price because of extraordinary circumstances meaning warfare, significant risks to human health, or a natural disaster such as weather conditions, which make it impossible to travel safely.

Booking 1-day tour.

- If cancellation takes place more than 48 hours before departure, your full deposit will be returned.
- If canceled withing 48 to 24 hours before departure, cancellation fee of 50% of the total trip price.
- If canceled less than 24 hours before departure, cancellation fee of 100% of the total price.
- Deposit and pre-reservation: 100 % per person
- The full deposit will be returned: more than 48 hours before departure
- Final total payment due date: 48 hours before departure
- 1-day tours with a different final booking date and final total payment due date will be mentioned in the tour description.
- The returned amount depends on the cancellation charges. Bank charges will be deducted.



Booking a multi-day tour.

- If cancellation takes place more than 45 days before departure, your full deposit will be returned.
- If canceled from 45 to 30 days before departure, 20% of the total trip price.
- If canceled from 30 to 21 days before departure, 50% of the total trip price.
- If canceled from 21 to 14 days before departure, 75% of the total trip price.
- If canceled less than 14 days before departure, 100% of the total trip price.
- Deposit and pre-reservation: 20 % per person
- The full deposit will be returned: more than 45 days before departure
- Final total payment due date: the total tour price must be received by us no later than 45 days before departure. If the balance is not paid by the due date, we treat your booking as canceled and cancellation charges apply.
- The returned amount depends on the cancellation charges. Bank charges will be deducted.
- Multi-day tours with a different final total payment due date and cancellation charges will be mentioned in the tour description.



Booking tours for 8 days or more.

- If cancellation takes place more than 45 days before departure, your full deposit will be returned.
- If canceled from 45 to 30 days before departure, 20% of the total trip price.
- If canceled from 30 to 21 days before departure, 50% of the total trip price.
- If canceled from 21 to 14 days before departure, 75% of the total trip price.
- If canceled less than 14 days before departure, 100% of the total trip price.
- Deposit and pre-reservation: 20 % per person
- The full deposit will be returned: more than 45 days before departure
- Final total payment due date: the total tour price must be received by us no later than 45 days before departure. If the balance is not paid by the due date, we treat your booking as canceled and cancellation charges apply.
- The returned amount depends on the cancellation charges. Bank charges will be deducted.

Booking a tailor-made tour.

- Deposit and pre-reservation: the tour is officially reserved when the client deposits 20% of the total tour price per person before the 15-day hold period ends. If no deposit is received, your Travel & Tour Proposal will be canceled. We'll officially confirm your pre-reservation after the deposit of 20% of the total tour price per person.
- The final total payment due date and cancellation charges will be mentioned in the tour description.