



RIDE DOWN SOUTH: TERMS and CONDITIONS / INDEMNITY

Tour Booking Form:

By submitting your booking form and paying the tour deposit you accept these terms and conditions of the tour run by Ride Down South - a company registered in the Republic of South Africa as Ride Down South Pty Ltd and you the participant. This contract will be deemed to exist once Ride Down South confirms availability for a specific tour and for the number of riders, pillion or support car passengers requested. Please read the terms and conditions carefully.

Payment and Reservations

A booking deposit of 10% per tour participant, along with a completed booking form is required at the time of booking. Once this is received your trip with Ride Down South will be secure. The balance of payment will be due 14 days prior to commencement of the tour. If the total balance is not received 14 days before the tour, Ride Down South reserves the right to treat this reservation as cancelled and charge the cancellation fee.

Cancellation and Refunds:

Cancellations received less than 14 days prior to tour departure will be subject to a cancellation fee equivalent to the deposit paid. Cancellations received less than 7 days prior to tour departure will be subject to a cancellation fee equivalent to the full tour cost.

Indemnity & Disclaimer:

Every participant is required to accept and sign the indemnity section of this document before the start of the tour.

Motorcycle Rental: One of our fleet of Honda Africa Twin CRF 1000, Transalp 750 or XRV 750 motorcycles will be provided as part of the tour. In the unlikely event of a non-repairable mechanical breakdown we will endeavour to find a suitable replacement. If this is necessary due to the rider's fault the additional cost will be charged to your account.

Motorcycle Damage Deposit:

A damage deposit of \$1000 is required before the start of the tour. This will be refunded on return of the motorcycle in undamaged condition. Damage deposits can be made by credit card or cash.

Personal Accident Insurance

The applicant will be solely responsible for adequate personal and accident insurance cover while on a Ride Down South tour. Ride Down South Tours accepts no responsibility for loss or damage to your person or property whatsoever. Recommended providers of additional rescue/medical services are listed on the Ride Down South website.

Luggage: Ride Down South assumes no responsibility for loss, damage or delay in delivering luggage to tour participants, luggage turned over to Ride Down South for storage is stored at participants' own risk.

Protective Clothing

South African law requires that all riders and pillion wear an approved crash helmet when riding motorcycles. We recommend the use of adequate protective motorcycle gloves, sturdy shoes or boots and riding trousers.

General Riding, Traffic Regulations

During the tour we will encounter tar roads of varying quality as well as generally good quality gravel roads. The tour guide will conduct a route and safety briefing at the beginning of each day's ride noting any particular hazards that are expected to be encountered. The motorcycles will be inspected by the tour guide or group leader at the beginning and end of each day's ride.

It is the rider's responsibility to abide by the legal traffic regulations, including the relevant alcohol limits, at all times when riding and it will be solely the rider's responsibility should you infringe such regulations. Riders participating on the tour are doing so at their own risk and are legally liable for injury or damage to fellow participants or other road users. Each rider must ride within their own skill level and with due care and consideration for their own safety and that of fellow riders and other road users. Riders must follow the directions of the tour leader. Any traffic fines which may be incurred by the rider for whatsoever offence will be the rider's responsibility to pay.

Rider's Competency and License

By registering for a Ride Down South tour and agreeing to these terms and conditions the rider declares that she or he has or will have the necessary license and competence to handle a large-capacity (>750cc) motorcycle on these roads with

adequate levels of care and safety. Riders must bring their own license (for motorcycles over 125cc) and have them on hand at all times on the tour. An International Motorcycle Rider's License is recommended, particularly if the original license is not in English.

It is critically important that the rider is able to safely operate the motorcycles we will be using on the tour. If the lead tour guide is not satisfied that a rider is at any time sufficiently competent to operate the motorcycle safely then the guide reserves the right to terminate the use of the motorcycle by the rider for the day, or longer. No refund of the tour cost will be due.

Care of Motorcycles

Ride Down South owns all the motorcycles used on its tours and a limited number are available for all our tours. It is expected that the rider will treat the motorcycle with due care and consideration for the long-term life and reliability of the motorcycle. This includes, but is not limited to reckless or careless riding that puts excessive or unnecessary strain or wear on the motorcycle. If the lead tour guide is not satisfied that the motorcycle is being operated with the aforementioned care they will discuss this with the rider. If the rider continues to operate the motorcycle in a reckless or careless way the guide reserves the right to terminate the use of the motorcycle by the rider for the day, or longer. No refund of the tour cost will be due.

Special Requests

If you have any special requests, (allergies, diet, etc.) please let us know before the tour starts.

Ride Down South Motorcycle Tours - Obligations

Ride Down South is responsible for providing and arranging the itinerary and services as described and depicted on the Ride Down South website or printed materials or as per customized quotation. Ride Down South is responsible for travel preparation and reserves the right to change without notice the tour itinerary and adapt to changing conditions and situations as they may arise. Ride Down South will however endeavor to adhere to advertised itineraries.

Motorcycle return

Barring mechanical failure of the motorbike, it is the Rider's responsibility that the motorcycle reaches the destination. In the event the motorcycle can not be accommodated on the trailer we can provide a crash or damage recovery service at R3.30 per kilometer charged to the Rider.

Indemnification of Ride Down South Pty Ltd.

The undersigned accepts that riding a motorcycle is generally considered to be a risk. Ride Down South is not responsible or liable for any loss or damage to your physical person or property. Ride Down South is not responsible for loss of life, limb or any other injury of whatever nature. Ride Down South cannot be held responsible for 'Acts of God' or conditions beyond its control.

Acknowledgment of Responsibilities

Tour participants acknowledge reading, accepting and signing this Ride Down South Terms and Conditions Form. This form includes indemnification of Ride Down South as described within it.

I the undersigned have read and fully understand and accept all the Terms, Conditions and Indemnify Ride Down South as set out in this document.

Please initial all pages.

Full Name/s:

Signature/s: Date: