

Mountain Biking Tour Agreement

This Mountain Biking Tour Agreement (the "Agreement") is made between XPORT, vl. MATIJA ŠOŠA, located at TRNSKO 42 D, 10020 ZAGREB, CROATIA, and Client, ("Client").



1. Tour Description

Company agrees to provide Client with a guided mountain biking tour (the "Tour") in Croatia as described in the Tour Itinerary. The Tour Itinerary, including destinations, duration, and activities, is attached hereto as Exhibit A and is incorporated herein by reference. Company reserves the right to modify the Tour Itinerary due to unforeseen circumstances, including but not limited to weather conditions, trail closures, and participant safety concerns. Client will be informed of any significant changes as soon as reasonably practicable.

2. Client Responsibilities

Client agrees to:

- 2.1. Be in good physical and mental condition, and possess the necessary skills and experience to participate in the Tour. Client is responsible for assessing their own fitness level and capabilities.
- 2.2. Provide their own mountain bike, which must be in good working order and suitable for the terrain. Company may offer rental bikes subject to availability and a separate agreement.
- 2.3. Bring and use appropriate safety gear, including a helmet, and any other equipment specified by Company.
- 2.4. Follow the instructions and directions of Company's guides at all times.
- 2.5. Respect all local laws and regulations, and behave in an environmentally responsible manner.
- 2.6. Arrive at designated meeting points on time.
- 2.7. Provide accurate and complete information to Company, including any medical conditions or allergies that may affect their participation in the Tour.
- 2.8. Obtain adequate travel insurance to cover personal injury, medical expenses, repatriation, and property damage.

3. Payment and Cancellation

- 3.1. The total price of the Tour is [PRICE] (the "Tour Price"). A deposit of [DEPOSIT AMOUNT] is due upon booking, and the remaining balance is due no later than [DATE].
- 3.2. Cancellation by Client:
 - If Client cancels more than [NUMBER] days before the Tour start date, Company will refund [PERCENTAGE]% of the Tour Price, less the deposit.
 - If Client cancels between [NUMBER] and [NUMBER] days before the Tour start date, Company will refund [PERCENTAGE]% of the Tour Price, less the deposit.
 - If Client cancels less than [NUMBER] days before the Tour start date, or cancels after the Tour has commenced, Client will forfeit the entire Tour Price.

- 3.3. Cancellation by Company:
- Company reserves the right to cancel the Tour due to unforeseen circumstances, including but not limited to insufficient bookings, natural disasters, or safety concerns.
- If Company cancels the Tour, Client will be entitled to a full refund of the Tour Price, or the option to reschedule for a future date, subject to availability.
- In the event of cancellation by the company, the client agrees that the company is only responsible for refunding all payments made. The client acknowledges and agrees that the company will not be held liable for any consequential damages.

4. Assumption of Risk and Release of Liability

Client acknowledges that mountain biking is an inherently dangerous activity that involves risks, including but not limited to:

- 4.1. Physical exertion and fatigue.
- 4.2. Changes in terrain, including steep inclines, declines, and uneven surfaces.
- 4.3. Obstacles, including rocks, roots, trees, and other natural or man-made hazards.
- 4.4. Collisions with other participants, vehicles, or objects.
- 4.5. Weather conditions, including rain, wind, and extreme temperatures.
- 4.6. Wildlife encounters.
- 4.7. Remoteness of the location and limited access to medical facilities.
- 4.8. The negligence of other participants.

Client voluntarily assumes all risks associated with participating in the Tour, including the risk of personal injury, death, property damage, and other losses.

To the fullest extent permitted by law, Client hereby releases, waives, and discharges Company, its owners, officers, directors, employees, agents, and guides (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Client, or to any property belonging to Client, whether caused by the negligence of the Released Parties or otherwise, while participating in the Tour.

5. Indemnification

Client agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- 5.1. Client's breach of this Agreement.
- 5.2. Client's negligence or willful misconduct.
- 5.3. Any damage caused by Client to Company's property or the property of third parties.
- 5.4. Any medical expenses incurred by the client.

6. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, including but not limited to:

- 6.1. Acts of God, including but not limited to fire, flood, earthquake, storm, hurricane, or other natural disaster.
- 6.2. War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power or confiscation.
- 6.3. Terrorist activities.
- 6.4. Government sanction, or embargo.
- 6.5. Strikes, lockouts, or other labor disputes.
- 6.6. Epidemics or Pandemics.

7. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Croatia. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the [CROATIAN ARBITRATION INSTITUTION/OTHER]. The venue of the arbitration shall be in [CITY, CROATIA]. The language of the arbitration shall be English.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

9. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced.

11. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by reputable overnight courier service, addressed as follows:

If to Company:

[YOUR COMPANY NAME]

[YOUR ADDRESS]

If to Client:

[CLIENT NAME]

[CLIENT ADDRESS]

or to such other address as either party may designate in writing from time to time.

12. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

13. Terms and Conditions

- **13.1 Acceptance of Terms:** The Tourist's booking of a Tour with the Organizer constitutes the Tourist's full acceptance of these Terms and Conditions.
- **13.2 Changes to Terms:** The Organizer reserves the right to change these Terms and Conditions at any time without prior notice, provided that such changes do not affect the essential obligations of either party. The latest version of the Terms and Conditions will be available on the Organizer's website or upon request.
- **13.3 Tour Itinerary:** The Organizer will make reasonable efforts to adhere to the Tour Itinerary, but reserves the right to alter the itinerary due to factors outside its control, including but not limited to weather conditions, trail conditions, and logistical issues.
- **13.4 Tourist Conduct:** The Tourist agrees to:
 - (a) Respect the environment and local customs.
 - (b) Behave in a manner that does not endanger the safety or enjoyment of other participants.
 - (c) Comply with all instructions given by the Organizer's guides.
 - The Organizer reserves the right to exclude any Tourist from a Tour if their conduct is deemed to be in breach of this clause, without any entitlement to a refund.
- **13.5 Health and Safety:**
 - (a) The Tourist is responsible for ensuring they have an adequate level of fitness to participate in the Tour and has consulted with a medical professional if necessary.
 - (b) The Organizer will take all reasonable steps to ensure the safety of the Tourist, but the Tourist acknowledges that mountain biking involves inherent risks.
 - (c) The Tourist must inform the Organizer of any existing medical conditions or special requirements at the time of booking.
- **13.6 Insurance:** The Tourist is responsible for obtaining their own travel insurance that covers mountain biking activities, including medical expenses, emergency evacuation, and personal liability.

- **13.7 Force Majeure:** The Organizer is not liable for any failure to perform its obligations due to a Force Majeure Event, as defined in Clause 6.
- **13.8 Image Release:** The Tourist consents to the Organizer using any photographic, video, or audio material in which the Tourist appears for promotional purposes, without any further consent or payment.
- **13.9 Complaints:** Any complaints must be made in writing to the Organizer within [NUMBER] days of the end of the Tour. The Organizer will aim to respond to complaints within [NUMBER] days of receipt.

COMPANY:

XPORT, vl. MATIJA ŠOŠA

By: MATIJA ŠOŠA

Title: Croatian MTB Cycling Tour Guide.

CLIENT:

NAME:

Signature:

Date:

Itinerary information

(Detailed itinerary, including destinations, dates, activities, accommodation, etc.)

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