

# TERMS & CONDITIONS: TOUR DE FRANCE 2010 Fax 1.866.573.4248

spyns

## 1. Prices, Terms & Payment

Spynstours Ltd.'s (a British Columbia, Canada corporation), its directors, officers, employees, agents, and contractors (hereinafter 'Spyns') tours are quoted in United States Dollars (US\$). To register for a tour, Spyns requires payment of a non-refundable deposit with full payment of your trip balance on or before April 20, 2010. **All payments are non-transferable and non-refundable.**

## 2. Eligibility

We require that all participants be at least 18 years of age and have both medical and trip cancellation insurance. Minors may participate in our tours only if accompanied by a parent or guardian. Before travel, clients are required to inform Spyns in writing of any and all conditions that could possibly affect the tour (including but not limited to all medical & mental conditions and/or allergies). Failure to do so is at the client's sole risk.

## 3. Insurance

Spyns may request proof that clients have purchased medical and trip cancellation insurance. Clients are solely responsible for confirming that such plans are applicable to our tours and for travel to Europe.

## 4. Limitation of Liability

Spyns is not liable for personal financial loss during any of its tours, as a result of (but not limited to): damage to personal effects, including bicycles, physical exertion for which a guest is not prepared; forces of nature; travel by plane, train, auto, boat or other conveyance, or by bicycle, ski, horseback, foot or other form of active or adventure travel; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; high altitude; lack of or limited access to medical attention in remote locations; and the adequacy of medical attention once provided. Spyns is also not liable for: expenses (e.g., meals, transportation or hotel costs) not specified as included in the trip cost but which may be required to get to or from a trip start or end. Clients traveling with or shipping bikes to Europe for the tour do so at their own risk. Spyns is not liable for any delays, damage, or financial loss due to the negligence of third party courier or postal services.

## 5. Tour Modifications

Spyns reserves the right to make route, itinerary and hotel modifications as necessary to improve the trip's quality, safety, or to accommodate the comfort and well-being of its guests.

## 6. Assumption of Risk

By signing a registration form and providing a deposit, all clients acknowledge that Spyns tours involve physically demanding activity and that there is the risk of serious personal injury, including permanent disability and death from accidents, illness or the actions and negligence of other persons. All clients further understand that medical facilities and services may not be easily accessible. The clients acknowledge and assume all other risks including but not limited to theft, loss of or damage to property and that some services provided such as lodging, transportation, food service, and local tours and activities are obtained from independent suppliers over whom Spyns has no control. The clients agree to release and save harmless Spyns and release them from all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the tour – including, without limitation, permanent disability and death; any emotional distress; any loss of services, financial support, aid, consortium or companionship; and any damage to or loss of property – in each case even if caused in whole or in part by the conduct, including the negligence, of Spyns, except where such loss, injury or damage is caused by reckless or fraudulent conduct on the part of Spyns or its employees. By signing a registration form and paying a deposit, all clients acknowledge that the cost of all Spyns tours is based upon participants executing this agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), the clients hereby release and discharge forever Spyns from and against any and all liability arising from my participation in the trip. This release shall be legally binding upon the clients personally, and legally binding upon all members of their family, heirs, successors, assigns, and legal representatives.

I have read, understood, and irrevocably agree to these terms on the date hereunder indicated.

Signature

Date