



DARYL BEATTIE ADVENTURES PTY LTD

ABN: 21 166 633 012

Daryl Beattie Adventures Terms and Conditions. Read and Understand our Terms and Conditions.

In the terms and conditions of this agreement, "tour" or "travel" pertain to all activities and services provided, arranged or organised by Daryl Beattie Adventures Pty Ltd (located and licensed in Queensland), including but not limited to orientation and instructions sessions, transportation of goods and/or persons by land, sea or air, tours and trips in the broadcast sense, normal walk-through and/or remote areas, and all other activities related to the activities or services of Daryl Beattie Adventures Pty Ltd, however they may be connected. I (we) hold harmless its owners, directors, employees, and other persons or companies engaged in any business aspect of Daryl Beattie Adventures Pty Ltd.

- 1) **Tour Cancellation:** Daryl Beattie Adventures Pty Ltd reserves the right to cancel any scheduled tour at any time due to lack of participation, severe weather, natural disaster, world unrest or any other reason whatsoever. Daryl Beattie Adventures Pty Ltd, will immediately notify you, the guest, and will offer the possibility of rescheduling another tour on another date or will refund your tour cost less any deposits to cover bike rentals, administrative fees, etc., which will constitute a full settlement. All deposits are required at the time of booking and are **NON-REFUNDABLE**. Daryl Beattie Adventures Pty Ltd, is not liable for any additional cost or losses incurred by the tour guest due to Daryl Beattie Adventures Pty Ltd cancellation of any tour. This would include, but not be limited to, prepaid airline tickets, prepaid hotel/motel reservations or any other preplanned trip associated costs.
- 2) **Acceptance or denial of guests:** Daryl Beattie Adventures Pty Ltd reserves the right to accept or deny any guest from participating in a Daryl Beattie Adventure. Daryl Beattie Adventures Pty Ltd, does not and will not discriminate against any race, religion or sex. However, Daryl Beattie Adventures Pty Ltd owners, operators or tour guides may for any reason deny a guest continuance of the tour if they feel that the guest is a danger or a disruption to himself, herself or the tour group. Any guests denied continuance of a tour is responsible for his or hers own accommodation, meals, airport shuttle services or any other costs incurred as a result of their denial. No refunds will be issued to those guests who are denied continuance from Daryl Beattie Adventures Pty Ltd once the tour has begun.
- 3) **Guest's physical condition and skill level:** All guests entering into a tour contract with Daryl Beattie Adventures Pty Ltd are representing that they are in adequate physical condition and are capable of participating in the Daryl Beattie Adventures tour without risk to themselves or others. Daryl Beattie Adventures Pty Ltd guests are responsible for riding at their own level of experience at all times during the tour. Daryl Beattie Adventures Pty Ltd's guests at no time should exceed their riding experience level or any of the local traffic laws. Daryl Beattie Adventures Pty Ltd guests are prohibited from exceeding State laws in relation to the consumption of alcoholic beverages while on a motorcycle during a tour or taking ANY drugs (opioids, narcotics, barbiturates, hallucinogens) that may impair judgement while riding. Daryl Beattie Adventures Pty Ltd reserves the right to terminate their services to ANYONE for any infraction of the above. There is always a risk involved to riders and others when participant(s) are negligent, careless, or inexperienced and causes harm to themselves and others.
- 4) By entering into a tour contract with Daryl Beattie Adventures Pty Ltd, the guest agrees that he or she is fully responsible for his or her own actions while driving or riding on a motorcycle or any vehicle, and at all times for the duration of the tour.



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- 5) **Acceptance of Risks:** Each participant accepts the risks and dangers that are present during any travel on motorcycles or other motor vehicles. These include but are not limited to: travel over/ through hilly or mountainous terrain, areas that have fallen timber, branches, stones, roots or other obstacles, hazards on any roads travelled, steep slopes or unstable ground that may cause a fall. also, travel through canyons, crevasses, streams, rivers, lakes, or confrontations with weather, wild or dangerous animals, various health problems caused by extreme sun or heat, insect bites, fatigue, stress, dehydration, exertion, or high altitude due to lack of fitness. Participants may become lost or separated from the group, especially where communication is lost in areas that are remote or mountainous. These types of terrains or climates may cause further risk or danger due to extreme changes in weather without notice, making rescue very difficult if necessary should an accident or disaster occur.
- 6) **Insurance:** You must have suitable Travel Insurance to cover costs arising from Tour Cancellation, Tour Disruption, Injury, Treatment, Medical Evacuation, Delays, Airline or accommodation disruption or Cancellation, as Daryl Beattie Adventures Pty Ltd is not responsible to you for those costs.
- 7) **Riding Gear:** Guests must bring their own helmets and riding gear for comfort and style reasons. Helmets must be worn at all times.
- 8) **Weather:** Daryl Beattie Adventures Pty Ltd schedules tours at times when weather is reasonably expected to be suitable for motorcycle touring. However, Daryl Beattie Adventures Pty Ltd, cannot be responsible for unexpected, unfavourable or severe weather and we can accept no responsibility for delays or modifications made to tour itinerary due to weather conditions. We will however ride rain or shine only if it is deemed safe to do so.
- 9) **Daryl Beattie Adventures Pty Ltd responsibilities:** All Daryl Beattie Adventures Pty Ltd's tours are planned and updated to maximise the enjoyment of our guests. We reserve the right to modify any tour as needed to accommodate operating needs or circumstances beyond our control, without notice to our guests. This includes, but is not limited to, ride routes and daily itineraries. In the event of any modifications made, Daryl Beattie Adventures Pty Ltd, will seek to ensure that the modifications to the tour will be equal to or greater than the original planned tour.
- 10) **Complaints and or suggestions:** Please bring any complaints or suggestions to Daryl Beattie Adventures Pty Ltd.'s management and or tour guides immediate attention. Do not wait until the tour is over, we at Daryl Beattie Adventures Pty Ltd take all customer complaints and or suggestions very seriously and will attempt to resolve the issues at hand immediately.
- 11) **Items Included in our Tours:**
 - Tent accommodation on the road
 - Motorcycle rental including insurance
 - Professional Tour Guide
 - Meals on tour
 - Support vehicle
 - Gas for motorcycle while on tour
 - Water
 - All national park entrance fees



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I (we) are aware of the risks and dangers associated with all aspects of motor tours and travel, and I (we) accept all risks, hazards and responsibility associated with the dangers that may cause injury, damage, loss of property and possibly even death. Regardless of modification, invalidation, or any changes to one clause of these Terms and Conditions, all unaffected portions of these Terms and Conditions remain valid as a whole. This document, except where voluntarily supplemented by the "waiver Agreement", supersedes any and all verbal and or other written agreements made between Daryl Beattie Adventures Pty Ltd and the participants. This document is created as a contract between Daryl Beattie Adventures Pty Ltd and the individual(s) or party(s) who sign and/or acknowledge this document. All disputes between Daryl Beattie Adventures Pty Ltd and the individual signing and/or acknowledging this document will be settled in the courts of Queensland.

TOUR RESERVATION PAYMENT POLICY

1. Daryl Beattie Adventures Pty Ltd requires a major credit number to be on file to confirm your booking until your tour is paid in full, at that time your credit card number will be deleted from our system. No charges will be applied to your credit card with the exception of number (3) below.
2. Daryl Beattie Adventures Pty Ltd requires a 20% deposit based on the total cost of your tour. An invoice will be sent to you for the deposit after the booking is confirmed and is due upon receipt. Payments will be made via direct deposit. Direct deposit information will be sent to you with the deposit invoice. All deposits are non-refundable.
3. Your final payment is due no less than 45 days prior to your tour departure. If Daryl Beattie Adventures Pty Ltd has not received your final payment within the 60 day prior period of the final payment, it will be automatically billed to your credit card.
4. A \$1000.00 bond is payable for damage, loss or expense incurred by you which is fully refundable in the event that no such payment is required.
5. Cancellation Policy:
 - 1) If cancelled at any time after you have booked your tour prior to the start of tour 100% of the tour cost will be forfeited.
 - 2) If you are a no show at the start of the tour 100% of tour cost will be forfeited.
 - 3) You are to have suitable Travel Insurance to cover your own losses in this regard.



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WAIVER AGREEMENT

Your payment in full and your signature on this form constitutes your acceptance and understanding of the Terms, Conditions and information contained herein. You further understand and accept that the Daryl Beattie Adventures Pty Ltd's tours and its activities involve risk of personal injury, damage to or loss of property or death. In consideration of the benefits to be derived from your participation in this tour and hereby accept all risks of personal injury, property damage or death arising from your participation in this tour, and you hereby agree that you, your dependents, heirs, executors and assigns do release and hold harmless Daryl Beattie Adventures Pty Ltd and its owners, officers, directors, employees and representatives from any and all claims, including claims of illness, bodily injury, property damage or death, however caused, arising from or related to this tour provided by Daryl Beattie Adventures Pty Ltd. Further, by signing and or acknowledging this form you certify that you do not have any physical, mental or other condition or disability that would create a hazard for you or any other tour participant. You also certify that you are at least 25 years of age and are in possession of a current valid motorcycle operator's license, and you understand that wearing a safety helmet and other protective gear is mandatory to be in compliance with the rental contract you have signed. By signing below you release Daryl Beattie Adventures Pty Ltd to publish your pictures on their website. You have carefully read these Terms and Conditions and this Waiver Agreement, and you will abide by everything as stated herein or elsewhere published by Daryl Beattie Adventures Pty Ltd. ALL SALES ARE FINAL.

For more information, please contact us on info@darylbeattieadventures.com.au



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ACKNOWLEDGEMENT OF RISK AND WAIVER AND RELEASE OF LIABILITY

READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS.

Introduction:

Your motorcycle tour with Daryl Beattie Limited Adventures Pty Ltd will cover a tremendous variety of riding conditions including but not prohibited to twisty mountain roads, the possibility of sand, gravel, or debris on the pavement, and even the possibility of rain or fog while on your ride. Elevations will change. Motorcycle riding exposes you to temperature extremes that vary widely, and are typically related to the elevation or region in which we are riding. This is not a place for novices or a place to learn to ride a motorcycle. It is important that you, the tour participant(s) is/are in reasonable physical health, and accustomed to spending all day long aboard a motorcycle.

AGREEMENT:

I understand that operating a motorcycle is an activity that precludes and contains considerable risk of serious personal injury, paralysis, dismemberment, property damage, loss, and possible death. I further understand that riding a motorcycle is subject to both foreseeable and unforeseeable risks and dangers. I hereby knowingly and freely accept the risks of all personal injury and property damage to myself and to others arising from my participation in a Daryl Beattie Adventures Pty Ltd tour. I DO HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND AGREE THAT MY DEPENDENTS, HEIRS, SUCCESSORS, EXECUTORS AND ASSIGNS DO RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS AGAINST, AND INDEMNIFY DARYL BEATTIE ADVENTURES PTY LTD, ITS OWNERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, AND ASSIGNS (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, INCLUDING CLAIMS OF DEATH, BODILY INJURY, ILLNESS, PROPERTY DAMAGE OR LOSS, HOWEVER CAUSED, ARISING FROM OR RELATED TO A DARYL BEATTIE ADVENTURES PTY LTD TOUR, EVEN IF ARISING FROM THE FAILURE TO ACT OR NEGLIGENCE OF THE RELEASES OR OTHERS.

I agree to ride within my riding ability and agree to not be influenced by any group or pack mentality to ride faster than is within my ability, or what is considered safe riding conditions. Nor will I be influenced by riding displays by my fellow tour participants nor tour guides that could be considered unsafe. I fully understand that I may encounter riding conditions and roads that I have not travelled before, have no prior knowledge of, and therefore will ride within a manner that is considered safe for riding those conditions.

I certify that I am a licensed motorcycle operator and that I hold a currently valid, state issued motorcycle license or endorsement to my driver's license. I further certify that I am in good health and have no mental or physical impairments that may affect my safety or the safety of the group.

I understand that I will wear a helmet as required by state law.



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Daryl Beattie Adventures Pty Ltd expressly prohibits the use of any illegal drug or the consumption of alcohol beyond State limits during any of our day tours. Anyone found to have used illegal drugs at any time during the tour, or consumed excess alcohol the day of the tour or during the tour will be expelled or prohibited from riding the remainder of the tour without a refund of any portion of the tour fee.

MAKE SURE YOU HAVE READ AND UNDERSTAND BEFORE SIGNING. I UNDERSTAND AND AGREE TO ALL OF THE FOREGOING.

Rider Signature _____ DL# _____ Dated: _____

Print Name

Witness Signature _____

Dated: _____

Rider Emergency Contact: _____

Relationship: _____

Telephone: _____

Medical History: _____

Medications: _____

Allergies: _____