

## Two Wheel View - Conditions, Release and Agreement

Two Wheel View Inc. ("Two Wheel View – Calgary", "TWO WHEEL VIEW" or "TWV") is based in the State of Minnesota, USA with a subsidiary office in Alberta, Canada. The organization offers bicycle travel programs throughout N. America, S. America, Europe, and Scandinavia. Two Wheel View offers adventure, community service, and educational programs for high school students, college students, adult groups and individuals.

**PROGRAM FEE and PAYMENT DUE DATES:** All payments towards program fee are due according to your signed *Trip Program Agreement*. If all monies are not received in the TWV office according to your *Trip Program Agreement*, TWV will assume you have cancelled and cancellation fees as specified below will apply.

**FUNDRAISING POLICY (if applicable):** Your total fundraising pledge as outlined in your *Trip Program Agreement* will be due sixty (60) days before the scheduled trip departure date. However, you may continue fundraising until the start date of the trip. If your donations exceed the fundraising pledge prior to the start date of the trip, you may choose to be refunded up to the amount you personally contributed. Contributions to TWO WHEEL VIEW are 100% tax deductible. A tax receipt will be issued for all donations. Please make checks payable to TWO WHEEL VIEW.

**TRAVEL ARRANGEMENTS AND AIRFARE:** TWO WHEEL VIEW will coordinate all of your travel plans from the city of your choice. We offer a number of travel options and will coordinate all travel for you. Tickets are typically booked well in advance of the trip departure date. If applicable, you are responsible for paying the full amount of your airfare when ticketed according to your *Trip Program Agreement*.

**CANCELLATIONS:** You may cancel your participation in the trip at any time. TWV asks, however, that you do not apply unless you are confident in your attendance on the dates and destination outlined in the trip details. It is important for you to know that cancellations are costly to TWV because we begin making arrangements for your trip as soon as you confirm your participation.

Notification of cancellation must be made to TWV in writing. When TWV receives a written cancellation, a cancellation fee will apply to cover the expenses and costs incurred by TWV due to the cancellation. The amount of the cancellation fee is determined by the number of days prior to the departure date that the written cancellation notice is received. Any donations received on your behalf as part of your *Trip Program Agreement* will not be refunded to the donor, however, you may be allowed to count completed fundraising efforts toward a future trip agreement. If you cancel your booking you may transfer all of your payments to a future trip or request a refund of the amount you personally contributed and the following cancellation charges will be made:

- I. Written notification of cancellation received at our offices more than 8 weeks before departure: 30% of the amount personally contributed;
- II. Written notification of cancellation received at our offices between 43 and 56 days before departure: 40% of the amount personally contributed;
- III. Written notification of cancellation received at our offices between 29 and 42 days before departure: 60% of the amount personally contributed;
- IV. Written notification of cancellation received at our offices between 15 and 28 days before departure: 80% of the amount personally contributed;
- V. Written notification of cancellation received at our offices 14 days or less before departure (or failure to join the Trip): 100% of amount personally contributed.

\* Airfare is not included within this cancellation policy. Refunds for airfare will be based upon the amount you or TWV is able to recover from airlines, vendors and operators.

TWO WHEEL VIEW may cancel the trip and/or program at any time. TWV may unilaterally void a *Trip Program Agreement* at any time before departure if it feels you are not abiding by the terms of the agreement. If the trip is cancelled because of an act of war, an act of God or terrorism, or because TWV determines the scheduled trip is no longer feasible or safe, you can choose one of the following options:

- I. accept our offer of a placement on a future trip (if available) or
- II. request a refund of the money you personally contributed.

Your decision about which option you accept must be made as soon as possible after we notify you and in any event no later than forty-eight (48) hours after our giving such notice, unless a longer period is mutually agreed.

**REFUNDS:** Refunds for amounts personally contributed will be issued by check within 180 days of program cancellation. Any donations received on your behalf as part of your *Trip Program Agreement* will not be refunded to the donor. Participants are responsible for contacting their travel/trip cancellation insurance provider for information on refunds for cancellation fees incurred. If the reason for cancellation falls within the terms of his/her travel/trip cancellation insurance policy then the provider will normally refund any cancellation fees to the participant.

**ITINERARY CHAGES:** Any participant who voluntarily leaves or is removed from the TWV Program before the scheduled completion of their full program will not be refunded by TWV for any portion of their program costs, nor will they be permitted to rejoin the program at any time. TWV cannot assume responsibility for any participant once he/she has left the supervision of the TWV program staff. This policy includes any participant being required to leave the TWV program as requested by TWV staff for breach of contract, medical or personal reasons. Participants who leave the program due to medical or personal reasons (injury/illness or family crisis at home), should consult his/her travel insurance provider, which may provide for partial or full recovery of his/her program fees, depending on the reason for leaving. Participants who leave the program for medical reasons (illness or injury that requires medical treatment or a short stay in the hospital) may be permitted to rejoin the TWV Program at the discretion of the TWV staff.

**INSURANCE:** TWV requires that all participants purchase Emergency Medical/Travel Insurance to protect their investment. TWO WHEEL VIEW will supply you with information about travel insurance. Participants and/or their parent(s) or guardians are responsible for any additional insurance policy, and all medical costs incurred before, during or after a TWV trip regardless of the cause.

**WAIVERS, RELEASES, MEDICAL DISCLOSURES & RULES:** All participants will be required to sign and comply with various liability waivers and releases prior to the beginning of any TWV trip. TWV operates various trips in diverse countries, terrain and conditions. Many TWV trips include challenging components. Neither TWV nor its officers, directors, contractors, employees, agents or staff can safeguard against injuries or accidents, which may occur for whatever reason on any trip. Participants will not be permitted to travel on any TWV trip unless all required paperwork has been received prior to trip departure.

**PASSPORTS, VISAS & IDENTIFICATION:** All participants require a valid passport for our international programs. You cannot travel overseas without a passport. TWV is not responsible for obtaining passports or visas for travelers. This is the responsibility of the participant. Passports must be valid for at least six months after the end of your tour. Non-U.S.A and Canadian citizens must contact the embassy or consulate of their destination countries for specific entry requirements. Check your itinerary carefully for all countries that you will pass through, including transfers between airports in foreign countries and re-entry into the United States and Canada. Don't leave it at home! Please send a copy of your passport when you apply or once you obtain a passport.

**WHAT WE EXPECT FROM PARTICIPANTS:** TWV expects participants to be enthusiastic, cooperative and appreciative of the opportunities afforded to them through our program. Trips sometimes operate under difficult and challenging conditions and TWV expects participants to be cooperative and attentive at all times. The use of illegal drugs, tobacco, and underage consumption of alcohol is strictly forbidden on all trips. TWV reserves the right to remove any participant at any time without any refund if the participant violates any law of the host country, deviates from the trip itinerary, endangers the lives of other participants or their own life, or consistently disregards Trip Leaders instructions. Applicants who use drugs, possess an uncooperative attitude or are unwilling to work happily within a team environment should not apply for a TWV program. In addition you agree to:

- I. Pre-trip Planning: You agree to take whatever steps Two Wheel View advises are necessary prior to travel, including but not limited to any medical evaluation and/or any immunization requirements.
- II. Rules and Laws: You agree to follow all applicable rules, policies and guidelines of Two Wheel View and the laws of the country and community in which you are visiting. If you do not follow all rules, laws, policies and guidelines, TWV's group leader has the authority to ask you to leave.
- III. Travel Deviations: You agree to follow TWV's travel plans for the scheduled Trip.

**PLEASE READ CAREFULLY AND SIGN WHERE INDICATED:** I would like to apply for admission to a TWV program. I have read the TWV Conditions, Release and Agreement carefully, and I willingly agree to comply with all of the various requirements and conditions spelled out in these materials. I understand that travel can be dangerous and I agree to abide by the rules, conditions and instructions provided by TWV to minimize the risk of injury, accident, damage, or death. I further understand that TWV has the right to remove any applicant from any program at any time if their behavior or participation is deemed to be detrimental or dangerous to themselves or others. I also understand that I will be required to sign and comply with various written waivers, liability releases, and terms and conditions as a condition of participation in this program. I fully understand that the relationship between me and TWV, Inc., ("Two Wheel View"), will be governed by the laws of the State of Minnesota USA and/ or Alberta, Canada and any suit, mediation or arbitration of any dispute with Two Wheel View must be filed exclusively in the Minnesota, USA or Alberta, Canada.

I hereby release and discharge TWV and any associated organization (including but not limited to school districts, municipalities, churches, clubs, campgrounds, sponsors, volunteers, and any employee or associates thereof) their heirs, administrators, agents and employees, from any and all liability, causes of action, suits, debts, contracts, agreements, claims and demands whatsoever as a result of my participation in a TWV program. I understand that accidents, fatalities, serious bodily injuries and/or property damage can occur while participating in a TWV program, while riding a bicycle on public roads or otherwise participating in related activities including, among others, use of equipment such as camp stoves, campfires, knives, tents, and tools related to said program. Knowing the risks involved, I agree to assume those risks and to release all of the persons or entities mentioned above from liability for any injury, death, illness or property damage occurring while participating in these programs or in the travel to and from them. I agree that I will use good judgment, be self-reliant and stop to request assistance if I am unsure of my ability to complete any segment of the program safely. In extreme situations I understand and agree not to wait for assistance exclusive to the support provided by TWV. In the event of any injury or accident, I agree to notify the Trip Leader, and consent to and permit emergency medical treatment. In this regard, I understand that I must provide a completed Authorization for First Aid form prior to my participation in the program. I understand that if I leave before the posted departure date or travel a course different from the designated trip plan, I will not receive the services as published or advertised. I further agree to pay all fees associated with my deviation from the original plan and route. I attest that I am physically fit and have sufficiently prepared for the completion of the TWV program entered. I also agree to wear an ANSI, CPSC or SNELL approved bicycle helmet at all times when riding a bicycle during this program. I attest that I will abide by the rules and regulations of these programs and all applicable country, state, local and municipal laws, including vehicle laws. I understand TWV reserves the right to remove participants unwilling to ride in a safe manner or displaying unacceptable behavior and to change or cancel programs. I further understand that I will not be reimbursed for airline fees due to change in itinerary or program cancellation or compensated for the theft of any personal gear, including bicycle. Unless otherwise noted in writing, I give permission to TWV to use my name, photographs, motion pictures, recordings, evaluations or any other record of my participation in a TWV program(s) for any promotional purposes, without obligation or liability to me.

I have read and understand the above information, all TWV policies, and I certify my compliance by signing this two (2) page Conditions, Release and Agreement. It is agreed that this complete Conditions, Release and Agreement is binding on my heirs and assigns. I also agree that if any provision of this Conditions, Release and Agreement is held unenforceable, then such provision will be modified to reflect TWV's intention. All remaining provisions of this Conditions, Release and Agreement shall remain in full force and effect. I have read and I do clearly understand the TWV Conditions, Release and Agreement.

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Age

\_\_\_\_\_  
Print Name parent/guardian of minor

\_\_\_\_\_  
Signature of participant or parent/guardian of minor Date