

ACKNOWLEDGEMENT OF RISK

Valid from 1 January 2023

ACKNOWLEDGEMENT OF RESPONSIBILITY, RISK AND LIABILITY

By making a booking for a motorcycle tour or expedition ("the Tour") with GlobeBusters Ltd ("GlobeBusters"), I, the Participant, confirm that I understand and confirm that:

- 1. I am required to read all information supplied by GlobeBusters, in advance of the Tour, including the Tour Guidance Handbook and prepare for the Tour in accordance with the advice provided. I have a responsibility to the other Participants and the GlobeBusters Tour Manager, staff, employees, subcontractors or agents to be properly informed, equipped and prepared for the Tour.
- 2. I have provided accurate information to GlobeBusters about my motorcycle riding experience and ability and I confirm that I am a competent enough motorcyclist to participate in my chosen Tour and when on Tour, I have an obligation to ride in a courteous and safe manner at all times and in accordance with the local road traffic and driving laws, rules and regulations.
- 3. I am adequately fit and physically capable to undertake the itinerary and do not have a medical condition which would affect my participation in the Tour. Where I do have medical conditions and / or take medications, I have declared these to GlobeBusters on the Emergency Details Form (see Clause 13). I also acknowledge that I must in place adequate travel & medical insurance to cover me when I am on Tour.
- 4. I am required to conduct myself in a reasonable and considerate manner and not to disrupt the enjoyment and safety of other Participants or impede the safe and timely operation of the Tour.
- 5. I am required to comply with all statutory and legal requirements, local rules, regulations, customs and traditions when participating in the Tour and I am solely responsible for the financial and legal consequences of failure to comply.
- 6. I am required to follow any specific COVID-19 enhanced safety measures on Tour.
- 7. I am required to follow all reasonable instructions from GlobeBusters, its Tour Manager, staff, employees, subcontractors or agents. If I fail to comply with these instructions, or act in a manner that disrupts the safety and enjoyment of other Participants or the timely and safe operation of the Tour, GlobeBusters reserves the right to remove me from the Tour and that I shall not be entitled to any refund of any amounts I have paid to GlobeBusters for participating in the Tour or any other costs incurred by me as a result of my having to leave the Tour.
- 8. The decision of the Tour Manager is final and binding, including any decisions made by the Tour Manager to change the itinerary at short notice or remove me from the Tour and I will respect and comply with any such decision.
- 9. Unless I have rented a motorcycle, I am responsible for supplying my own motorcycle which is suitable, legal and roadworthy and properly prepared for the Tour. I am solely responsible for the condition and maintenance of my motorcycle and any other motorcycle equipment and accessories that I bring to or use on the Tour.
- 10. I accept that GlobeBusters gives no guarantee or warranty in respect of any maintenance or repairs carried out at my request on my motorcycle or other equipment and that GlobeBusters will not be liable for any damage to my property as a result of any maintenance or repairs carried out at my request on my motorcycle or other equipment.



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- 11. I am solely responsible for my motorcycle and my personal belongings. GlobeBusters accepts no liability for any damage to or loss of my motorcycle or personal belongings whilst taking part in the Tour. I understand that I must insure my personal belongings for any loss or damage when on the Tour. I also understand that there is no insurance available to cover the theft, loss or damage to my motorcycle when travelling on the itinerary and I specifically accept the risk of this.
- 12. I also understand that third party liability insurance for my motorcycle is often only available at borders and is very limited and can be as low as US\$2,000, complying only with statutory minimum amounts for injury, medical treatment and death. I specifically accept the risk of this.
- 13. I am required to complete the GlobeBusters Emergency Details Form and provide it to GlobeBusters and I authorise GlobeBusters to contact that person(s) in the event of an emergency.
- 14. In cases of emergency, I authorise GlobeBusters, their Tour Manager, employees, sub-contractors or agents as applicable to arrange any necessary medical or surgical treatments and to sign any required form of consent on my behalf. I accept that I am responsible for reimbursing GlobeBusters any additional expense they may have to incur on my behalf relating to my medical treatment or repatriation due to my injury, illness or other medical condition.
- 15. I understand that there are certain additional risks and dangers inherent in taking part in the Tour, and that by the very nature of the activities that I will do and the regions that I will travel to, I will be exposed to significantly increased personal and financial risk over and above those associated with normal life at home and on most conventional holidays. These include a higher risk of personal injury and death to myself, of causing personal injury or death to third parties (for which there is limited third party insurance cover) and loss of or damage to my motorcycle, other equipment or personal belongings.
- 16. I accept full responsibility for these risks and I agree that GlobeBusters, its employees and agents are released from any liability resulting from my injury or death or any loss of or damage to my property suffered during the Tour, subject to Clause 18 below. I am also under a duty to mitigate any risks to myself as far as is practicable, by taking all reasonable steps to ensure my own good health, safety and wellbeing whilst on the Tour.
- 17. I will indemnify GlobeBusters for all losses suffered by GlobeBusters as a result of my behaviour, negligence or failure to comply with the terms of this Acknowledgement Form, Booking Conditions, Tour Guidance Handbook or otherwise.
- 18. GlobeBusters does not exclude or limit its liability for any liability which cannot be excluded or limited under applicable law including liability for fraud or misrepresentation or for any death or personal injury suffered during the Tour which is caused by GlobeBusters' negligence.
- 19. The laws of England and Wales are applicable to this Acknowledgement Form and I expressly submit to the sole jurisdiction of the Courts of England and Wales.

I confirm that I have read, understood and agree to the contents of this Acknowledgement Form and that I am 21 years of age or older.

NAME (Block Capitals)	
SIGNATURE	
DATE	
NAME OF TOUR BOOKED	