

Contract for Guided ATV Buggy and Quad Tours

(This is a legally binding contract, read carefully and completely before signing and initialing)

This agreement by and between the tour operator “ABC RENTALS SL” of Cami del Camp de Tir 2, Teulada, 03725, Alicante, Spain with registration number (NIF: B19471861) hereafter called the “Operator” and the “Client” name and signature shown on Tour Booking Form (attached), collectively called “The Parties”.

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH BELOW, THE PARTIES MADE THE AGREEMENTS, WAIVERS AND RELEASES ALL AS SET FORTH BELOW.

Section 1. Guided Tour: Operator agrees to provide a guided tour to the Client and provide basic equipment (helmet, mask, goggles) during the period of the tour.

Section 2. Attire: Client is responsible to furnish and wear appropriate attire to accommodate any weather condition. Suggested attire, is sturdy shoes or training shoes (**Open end shoes, sandals, Flip Flops are NOT allowed**) and rain jacket if required.

Section 3. Health / Medical Conditions: All health / medical conditions must be disclosed to the Operator prior to departure. Operator reserves the right to terminate or suspend participation in a tour, where such health or medical conditions may disrupt the Tour.

Section 4. Non-Participation: Each client and parent guardian understand and agree that the client shall not participate in any tour, where the client is not physically or mentally able to participate, or is visibly under the influence of alcohol or drugs.

Section 5. Parents / Guardians: Parents and/or Guardians will be responsible for Minors and Children at all times. Parent / Guardian warrants and acknowledges that and minor / child in their care will wear appropriate safety wear as supplied by the Operator at all times. Any Parent / Guardian that does not abide by the rules of the Tour will be immediately terminated from the tour with no refund.

Section 6. Flora & Fauna: Client and parent / guardian acknowledge that we will be in nature and all flora / fauna should be treated with respect with absolutely NO LITTERING.

Section 7. Damage to Equipment (ATV, Quads and Safety Equipment): Clients assume full financial responsibility for damages to the ATV / Quad or safety equipment whilst under the control of the Client.

Section 8. Personal Property: Clients shall be responsible for all personal property brought by them on the Tour. The Operator, its agents, employees and owners are not responsible for lost, stolen or damaged property.

Section 9. Warranty of Responsibilities: Parents and Guardians warrant they are legally responsible for the Minor of which they are primary caretakers. The signature of either Parent or Guardian shall be sufficient to bind both to this Agreement. Parents / Guardians warrant they will comply with and be bound by the provisions set forth herein.

Section 10. Emergency Attention: In the event of an injury to client. The Operator will attempt to contact a parent, guardian, health care provider, doctor or emergency service as the circumstances may dictate. The Client, Parent or Guardian will pay all fees associated with emergency or medical services, whether or not covered by insurance.

Section 11. Amendment, Suspension, Termination or Refusal of Service: The Operator reserves the right to withdraw, cancel or alter any tour as necessary. Further, the Operator reserves the right to refuse any services to any person at any time at the Operator's absolute discretion.

Section 12. Use of Media Release: I hereby authorise the Operator to publish, photographs / videos/ and other media taken of me and/or of my minor / child accompanying me on the tour, and our name and likeness, for use in Operator's print, online and video-based marketing materials, as well as other Operator publications. I hereby release the Operator, its contractors, its employees and any third parties involved in the creation or publication or marketing materials, from liability for any claims by me or any third party in connection with my participation.

Section 13. Entire Agreement: There are no representations or warranties express or implies, except those specifically and expressly set forth in this Agreement. This is the Entire Agreement between the Parties and Supersedes and cancels all prior negotiations, representations or understanding of agreements made, assumed or acknowledged between them. This agreement cannot be changes, altered, modified or amended except in writing signed by both parties.

Section 14. Legal Action: Legal action commenced under this Agreement shall take place in the Province of Alicante, Spain. The prevailing party to any such legal action shall be entitled to costs and legal fees against the losing party.

DRIVING & SAFETY INSTRUCTIONS

Cell Phones and Cameras: Drivers must not use cell phones or cameras whilst driving.

Front End to Rear End Collision: To avoid collision with the vehicle in front of you, please maintain a minimum of 3 vehicle lengths between vehicles.

Holding Back to Speed Up: DO NOT hold back to increase the space between the vehicle in front to allow you to speed up.

Reality Check – Avoid Overconfidence: Remember your experience / skill level. Most injuries occur as a result of over confidence.

Driving / Riding over Rocks:

1. Maintain a firm grip on the handlebars or safety bar in front of you.
2. Slow Controlled Climb – Never attack a rock section, proceed slowly with smooth and steady throttle and enough power to maintain forward momentum.
3. Look ahead: no tyre tracks to follow, so look ahead to see the route being taken.

Driving through Mud:

1. Downhill – do not make sharp turns, take wide, gradual sweeping turns, you may experience some drift.
2. Uphill – Momentum is key, allow bigger gap to vehicle in front. Gain speed before ascent and maintain steady acceleration as you climb.
3. Sidehill – if traversing a slope, progress with a steady pace, if you feel rear end slipping always turn down the slope.

Quads

Standing While Riding: Do NOT stand fully upright whilst driving a Quad.

Riding Off Camber: When the Vehicle tips to one side or the other due to the angle on the trail, lean/shift weight to the high side of the tilt.

Road use – roundabouts and turns: When cornering as the quad will wish to lift, please lean/shift weight to the inside of the corner.

ATV Buggies

Arms / Hands Inside the Vehicle - Passengers must always keep arms inside the vehicle and always hold on to safety grab rails.

Transitions - When transitioning from off-road to road, progress slowly, the tyres can grab the asphalt and unbalance the buggy.

Acceleration – Please accelerate smoothly, applying full throttle can damage or break the drive belt.