



Cycling in Girona

Bikecat's Terms and Conditions

WHAT IS INCLUDED?

The following items are included in the trip: English-speaking expert guides, land transportation to and from Barcelona airport and Girona, including support vehicle, all meals (except one lunch and two dinners), housewine and non-alcoholic beverages, all accommodation and detailed pre-departure information.

Accommodation styles and meals vary for different trips, please inquire with BikeCat prior to booking for specific details on your trip.

WHAT IS NOT INCLUDED?

The following items are not included: Flights, travel insurance, bicycles and required bicycle parts and equipment, passport and visas, one lunch and two dinners as indicated above; items of a personal nature such as telephone charges and laundry, wine "a la carta" and beer, excess baggage charges and tips to guides and local staff.

INSURANCE

BikeCat will not assume responsibility or liability for any loss or damage of personal effects or for any injury or loss during the duration of the tour. Therefore, baggage and health/accident insurance are highly recommended. We also strongly recommend to get travel insurance to protect you in the event you must cancel your vacation or if your trip is interrupted for any reason: emergency or illness of the participant or a traveling companion, illness or death of an immediate family member of either the participant or their traveling companion.

An insurance offer will be included with your initial confirmation and final documentation after receipt of your deposit. We assume that if you choose not to use our preferred provider you are taking protection through another provider of your choosing.

FLIGHTS

Each participant is responsible for booking their own flight to the city where the trip begins. We can recommend a travel agency if needed. For all trips, we will set a meeting place and time at the airport, this way, we will ensure that you meet the rest of the group upon arrival for transfer to Barcelona hotel. If you wish to stay longer, or arrive earlier, please notify BikeCat so that we can help you to arrange your travels. Please contact us before you book your flight.

TRANSPORTATION

Land transportation will be as specified in the itinerary. A modern minibus will be used. In some cases, private limousines, vans or taxis may be used for transfers. BikeCat reserves the right to substitute coach transportation by rail transportation and visa versa.

Please remember that we can only provide ground transportation to and from Barcelona airport on the first and last days of each camp. If you arrive on a day other than those mentioned, we may be able to provide ground transportation from Barcelona depending on your flight schedule.

HOTELS/ACCOMODATION

The trip prices are based on an occupancy level and room style as described in the accommodation section. If, like many of our guests, you are traveling alone and want to share a room, we will do our best to pair you with a





Cycling in Girona

roommate of the same gender. If you request our help finding a roommate more than 30 days before the start of your trip and we are unable to find a match, we will try to place you in your own room at no additional cost depending on room availability.

Please inquire with BikeCat for specific information on accommodation and meals prior to booking.

PASSPORTS & VISAS

All participants must have a passport that is valid for 6 months after the conclusion of the tour. It is the passenger's responsibility to obtain a valid passport and visa, if necessary. US citizens do not need a visa. Further details can be retrieved at <http://www.traveldocs.com/es/vr.htm>. BikeCat assumes no responsibility for changes in document requirements, not for carriage or entry into any destination for any passenger not having proper documentation. Passengers denied boarding or entry because of improper documentation will receive no refund.

ELIGIBILITY & GROUP SIZE

Group sizes can range from 6 to 18 per level, depending on the trip.
Participants must be 18 years of age or older, unless accompanied by an adult.

RESERVATION AND PAYMENT

A deposit of 500€ at least **6 weeks in advance** is required to reserve your trip.
Please make your reservation by completing and signing the Reservation Form, which includes the Release, Waiver and Indemnity statement, and mail or fax it to Bikecat:

BikeCat
Jaume Cabruja
c/ Migdia 139, 2on 4a
Girona 17003
Spain
FAX#: +34-972412458

Payment of a deposit constitutes acceptance of the Terms and Conditions of this package.

All trip prices are subject to change at any time due to fluctuations in the value of foreign currency.

Deposit and Final Payment can be made by credit card or wire transfer to the account specified below. If we do not receive final payment or hear from you about your intentions to pay by **21 days** prior to the tour, then we may assume that you intend to cancel and you will be subject to terms of cancellation below.

BikeCat
Jaime Cabruja Gutierrez
NIF. 46730852-G
Bank: La Caixa
IBAN code: ES74 2100 0802 47 0200704550
SWIFT code: CAIXESBBXXX

credit card





Cycling in Girona

For Credit Card payments we have a secure merchant account with **PayPal**, world's #1 online banking & payment service. PayPal is owned by eBAY and lets you pay with an email address via a SECURE SERVER. If you choose to pay by credit card, you will be subject to a 3.5% fee to cover merchant fees charged by the credit card companies. You will receive an email invoice to make the payment on PayPal's secure payment page. You don't need a PayPal account to pay.

CANCELLATION AND REFUND

All cancellations have to be made in writing and sent by mail or fax. Cancellation assessments will be calculated on the day BikeCat receives your notification. If canceling, the following policy will apply:

- 21 + days prior: Cancellation charge of 100.00€
- 20 - 11 days prior: Cancellation charge of 500.00€
- 10 days or less: Cancellation charge of 100% of the total cost of the tour.

Please note that any payments made to an airline on your behalf may not be recoverable and will be subject to the airlines cancellation policies. No refunds are available once the trip commences, nor for unused portions of the trip.

In the event that any significant changes are made because of a problem with a supplier, we will advise you as soon as is reasonably possible with the alternatives available. Such changes may require a supplement or even offer a refund, but except in extreme circumstances, all Terms still apply. This does not apply in the case of Force Majeure.

Force Majeure: Refunds and compensation payments are not liable in circumstances beyond our control or our supplier's control. This includes but is not limited to changes due to war, threat of war, acts of terrorism, civil strife, strikes, natural disaster, fire or adverse weather.

Note: after purchasing travel insurance you may be covered when the trip is cancelled as described in the insurance policy.

RESPONSIBILITY

BikeCat, the operator, the directors, their agents and/or suppliers of services act only as agents for the traveler and accept no responsibility for the service of any hotel, restaurant, carrier or any other independent party used in connection with these tours; nor any liability for claims, damages, injury, loss, accident, delay, inconvenience or irregularity which may be occasioned by any cause whatsoever including acts of nature, government restrictions or any failure of any means of a conveyance to adhere to a published schedule.

In the event that it becomes necessary or advisable to alter the itinerary or arrangements for the comfort and/or well being of the participants, such alterations will be made without penalty to the operator. BikeCat. reserves the right to cancel a tour and to decline to accept any person as a member of the tour at any time.

RESPONSABILITIES OF TRIP PARTICIPANTS

Trip participants are responsible for understanding the conditions implied in the Trip Itinerary, selecting a trip that is appropriate to their interests, abilities and fitness level. They are responsible for preparing for the trip accordingly, reading and respecting all safe biking rules, and having the proper bike and equipment needed for the selected trip. The undersigned acknowledge that they know of the risk to the Participant, in addition to other risks and dangers of participating in the tours. The risks of falling from or crashing a bicycle exist for a variety of reasons including, without limitation, cars and other vehicles, road conditions, weather, equipment failure or improper usage, acts of other riders (cyclists), and other reasons known and unknown.





Cycling in Girona

Participants must also sign and submit a BikeCat Release and Assumption of All Risk Form and Personal Information Form prior to departure. The undersigned hereby assumes all risk of participation in the tour including, without limitation, those listed above, whether such risks are caused by negligence of any person or otherwise. The Participant is presumed to have the knowledge and bicycling riding and handling skills necessary to participate in the tour they have chosen.

Participants are required to respect the laws and customs of countries visited and follow environmental guidelines and regulations while on the trip in accordance with the direction of their group leader. BikeCat reserves the right to ask any individual to leave the trip if, in the opinion of the leader, the guest's continued participation may prove detrimental to the individual or is not compatible with the well-being and enjoyment of the other guests.

AGREEMENT AND RELEASE FROM LIABILITY

BikeCat requires all Participants attending and/or participating in our cycling tours and related Activities to sign and submit this Responsibility Agreement and Release From Liability form as a condition of their attendance and participation in BikeCat's bicycling tours.

Activities, as the term is used in the Agreement, include: Bicycle riding, Racing, Training, and related activities, transportation in tour support vehicles, spectating, and other events related to the tour.

The undersigned represent that they are fully aware of and able to understand and evaluate the risks of the Activities, and that the Participant is physically able to engage in these activities.

I, the participant, am aware that bicycling travel, such as that which I am undertaking, may involve hazardous activities in remote areas of Spain with risk of illness, injury, or death, which may be caused by forces of nature, the negligence of BikeCat, its owners, agents, employees, or some factors known or unknown. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time I am participating in this tour. Although the undersigned acknowledges that there is no obligation of any person to provide Participant with medical care during or after the tour, in the event emergency medical care is rendered to Participant, the undersigned hereby consents to such care. In order to partake of the excitement and enjoyment of this adventure travel tour, I am willing to accept the risk and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury, or death, due to the negligence (but not willful or fraudulent conduct) of BikeCat, its owners, agents, employees, contractors, or affiliated organizations or any of their employees.

RELEASE FROM LIABILITY:

In consideration of the acceptance of my application and permission to participate in this tour, I the undersigned Participant, hereby fully release, waive claims against, discharge and agree not to sue, BikeCat, it's owners, agents, employees, and any other persons and entities involved with this tour from any and all liability to the undersigned, their personal representatives, heirs and assigns for any and all damage, illness, injury or death of the Participant, while the Participant is engaged in the tour/activities, whether caused by negligence of any person or otherwise.

I the undersigned Participant, hereby agree to indemnify and hold harmless BikeCat, it's owners, agents, employees, and any other persons and entities involved with this tour, from any loss, liability or damage, including attorney's fees that may incur in any suit, demand, legal action, or claim of any nature made by the undersigned or any





Cycling in Girona

representative of the undersigned, arising out of any alleged injury, illness, damage or death resulting from Participant's engagement in the tour/activities, whether such injury, illness, damage, or death is alleged to or did result from the negligence of any person, or otherwise.

I have carefully read the BikeCat's Terms and Conditions as well as the Agreement and Release From Liability form. I have familiarized myself with all information provided to me about this tour, and I agree to all stated conditions set forth in the Agreement and Release From Liability form.

I acknowledged that cycling is an inherently dangerous sport and fully realized the dangers of participating in a bicycle tour, and fully assume all the risks associated with such participation including by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other riders, fixed or moving objects, pot holes, equipment failure and such. I am responsible for the maintenance and safe condition and operation of my bicycle and related equipment while attending and participating in BikeCat's tour.

Use of Photographs, recording, depiction. The undersigned agrees to grant permission to BikeCat to utilize their likeness on the website, in videos, and in written materials.

I have carefully read this Agreement and Release From Liability form. I understand that it is a release of liability and a contract between myself and BikeCat, and I sign this Agreement of my own free will.

I am responsible for providing my own insurance coverage (health, accident, travel, theft etc.) and for ensuring that such insurance covers my activities and is valid outside the USA.

