

WAIVER AND AGREEMENT

By participating in any ETHOS Tours, you assume all liability for yourself, anyone that may accompany you or any property you might bring. I have read and understood ETHOS Tours Terms and Conditions. Without reservation, I agree to their terms of business. I certify that I am fit to partake in the tour I wish to undertake.

Terms and Conditions

Responsibility

Except in situations beyond human control, ETHOS will not be held responsible for any additional expense resulting from changes caused by ETHOS in itinerary, transportation, accommodation, etc. Except in situations beyond human control, ETHOS shall provide compensatory service for participants or refund the difference in payment for service rendered below standard.

Clothing and Equipment

All outdoor equipment including footwear and clothing must be provided by guests. Be aware that during rainy periods, trails around Sapa may be muddy and slippery. Walking shoes with good grip and weatherproof over clothes are recommended. For motorbike trips, gloves, helmets and padding will be provided by ETHOS.

Cancellations Policy / No Show

1. Services are cancelled by the guest

You must inform us in writing (via fax, email or post) if you wish to cancel a tour or other booking in whole or in part. At ETHOS we do our best to minimize cancellation penalties for our guests but we must abide by the cancellation policies of service providers. In case a tour is cancelled by the guests for any reason the total service prices must be paid according to the table. We trust our guests to make the payments, either in person in Sapa or via online transfer: More than 30 days in advance of our services 10 % of the total service cost From 10 days to 72 hours in advance of our services 30 % of the total service cost Less than 24 hours in advance of our services 100 % of the total service cost

2. Services are cancelled by ETHOS

The contract between ETHOS and their guests can only be cancelled by ETHOS if dramatic problems like natural disasters, epidemics, political problems, etc., occur. In this case, the clients will receive back the total sum having been paid for services, but have no right to any indemnities. ETHOS reserve the rights to cancel any tours, without notice in the event that no deposit or down payment has been made.

3. Alterations:

If we must change your tour itinerary, which may be for reasons beyond our control, we will notify you as soon as possible and give you the information as to the alterations. If the change significantly alters an essential aspect of the tour itinerary, you will have the option to: a) Take a substitute tour of equivalent or superior value if we are able to offer you such a substitute, b) to take a substitute tour of similar content.

4. Disclaimer:

I am the holder of appropriate travel insurance and suitable health cover for the activities I have chosen to undertake. I am satisfied that the tour I have chosen is appropriate and suitable for a person of my ability and experience level.

Motorcycles:

By signing this agreement, I acknowledge that I understand that motorcycle riding and touring is hazardous and may result in serious injury or death. I understand that this activity in which I am voluntarily participating has inherent risks (including death, loss of limb and permanent disability, and damage to or loss of property) that I assume. I certify that I am duly insured to ride as pillion on a motorcycle.

I hereby agree to expressly and voluntarily accept and assume all risks involved in participating as a motorcycle passenger while participating in a tour with ETHOS – Spirit of the Community.

I hereby covenant, as a motorcycle passenger, not to sue ETHOS – Spirit of the Community, their owners, agents, employees, officers, directors, managers and representatives for any and all loss or damage including property damage or loss, personal injury, permanent disability and/or death, arising out of my participation in this activity (including but not limited to riding, touring, transportation to and from the activity, and at all lodging and stops).

ETHOS – Spirit of the Community makes no warranty regarding conditions, safety of roadways, weather, homestays or stops, and I assume all risk that the conditions, safety of roadways, weather, homestays or stops are other than what is expected. I understand and agree that ETHOS – Spirit of the Community is acting as my agent only to provide guidance as to routes, and to obtain meals along the route, and I hereby release and hold harmless ETHOS – Spirit of the Community its owners, agents, assigns and heirs against any and all claims, causes of action, or any other liability of any kind arising from my operation of a motorcycle, or as a motorcycle passenger during my activity of motorcycle touring.

By signing this agreement, I agree to abide by all tour requirements regarding safe and legal operation of motorcycles, no use of alcohol or drugs and agree that any violation of these requirements will result in the termination of my participation in the tour without recourse or refund.

I certify that I have no known physical or mental impairment that may affect my safety or the safety of the group.

I understand that, subsequent to national and local regulations, the choice of wearing a helmet or other protective gear is solely my own and ETHOS – Spirit of the Community most strongly recommends its tour participants to wear protective gear.

By signing this agreement, I acknowledge that I have read this liability waiver and agreement and that I am waiving any claim as set forth herein for myself, my spouse, personal representatives, assigns, heirs and next of kin. In consideration of being permitted to participate in the tour, I hereby release, waive, hold harmless, discharge, and agree to indemnify ETHOS – Spirit of the Community, their owners, agents, employees, officers, directors, managers and representatives from any and all liability to me, my spouse, personal representatives, assigns, heirs and next of kin for any and all claims, demands, liability, loss or damage (including property damage or loss, personal injury, permanent disability and/or death), in any way resulting from or arising in connection with this activity.

I hereby agree to fully assume the risk and full responsibility of bodily injury, permanent disability, death or property damage due to the negligence of those being released herein, and on behalf of myself, my spouse, my personal representatives, assigns, heirs and next of kin. I acknowledge and agree that there are inherent risks of serious bodily injury and/or death and the purpose of this liability waiver and agreement is to be as broad and inclusive as permitted by the law.

The undersigned has read and voluntarily signs this Release of Liability, Covenant Not to Sue, Waiver and Agreement.

Signature of Passenger _____

Date _____

Printed Name _____