



## ***RIDING ROUTE 66 :: TERMS and CONDITIONS***

The purchase of any tour package offered by ROADHOUSE 66 constitutes a contractual agreement between ROADHOUSE 66, LLC (hereinafter referred to as the sponsor), and the tour participant(s), and tour passenger(s) if applicable, (hereinafter referred to as the participant), and represents the acceptance of, and the agreement with, the following Terms and Conditions.

### **1) Tour Registration ::**

Upon receipt of your completed Tour Registration Application and Tour Reservation Deposit, (and the successful clearing any of said deposit, if required), the participant will receive a confirmation letter from the sponsor stating the participant is registered for the selected tour.

### **2) Responsibility ::**

The decision of each participant to participate in any lengthy motorcycle tour should be made on a voluntary basis, based on each participant's own assessment of his or her overall riding abilities and physical condition. The RIDING ROUTE 66 Tour is not designed for, or appropriate for the novice rider. The tour contains 13 (thirteen) days of continuous riding, with an average daily travel of 200 miles. If you do not think, with complete confidence, that you will be able to climb in the saddle for 13 straight days, consisting of about 8 to 9 hours of activities each day, then maybe this is not the motorcycle tour for you. Each participant must assume all risks associated with the sport of motorcycling and associated with operating a motorcycle on unfamiliar roadways. Each participant should be comfortable with and capable of handling areas of challenging road and harsh weather conditions. While most of the tour route traverses older two-lane highways and interstates, some areas of roughly paved road surface will be encountered. Some small areas of the tour route will have a gravel surface, and some may be dirt, both of which the group will proceed across slowly and with caution. Some sections of the tour route in western Arizona are quite narrow, have sharp curves with no guardrails and the visibility around those curves is severely limited. Beware.

It is the responsibility of each participant to get acquainted with the applicable traffic laws, rules and regulations for motorcycle travel within any US state that the path of the tour travels through. A link to the laws of each state has been posted on the home page of the website. Each participant is responsible for himself / herself and for damages inflicted onto other participants and / or members of the public and / or any personal or public property. Your signature on this document is a personal agreement to indemnify and hold harmless ROADHOUSE 66, LLC and its agents and / or employees from any claims by any party arising out of the sponsoring of and / or participation in said tour or any of its components. This liability is not excluded or reduced if the participant is following the tour guide's directions or instructions. Each participant must adjust their speed and / or control of their own driving and / or own riding according to their own skills and the roadbed conditions and concern for their own safety, as well as the safety of their own passenger (if applicable), and especially the safety of the other participants and their passengers, who are also participating in the tour.

ROADHOUSE 66 Tours are for experienced motorcyclists only, and are open only to participants holding a current and valid operators license with a motorcycle endorsement. Proof of the same must be submitted during the application process. The sponsor reserves the right to accept or reject any tour participant on an individual basis for any reason deemed appropriate by the sponsor.

The sponsor reserves the right to completely cancel a tour and refund all money deposited. The sponsor also reserves the right to alter any tour itinerary for the comfortable or convenient daily operation of said tour due to any unforeseen circumstances including, but not limited to harsh riding weather and / or conditions, and also if the tour guide feels the safety and / or health of the tour participants may be compromised. The sponsor does not assume responsibility for your personal health, your physical condition and / or your safety.

### **3) Liabilities ::**

ROADHOUSE 66, LLC, its tour guides, or any of its agents and / or representatives, shall not be liable for any personal injury, property damage (including your motorcycle or any part thereof) or loss arising out of an individual's participation in the tour and expressly disclaim any liability for any injury, property damage, lost luggage and / or loss, delay, change of itinerary, shortened vacation time, inconvenience and / or additional expenses. The sponsor shall further not be liable for damages, refund or otherwise for mechanical breakdowns, government actions, acts of God, strikes, harsh riding weather or any other circumstances beyond the control of the sponsor. The above even applies to any case where the participant had followed the tour guide's instructions. Your signature on this document is a personal agreement to indemnify and hold harmless ROADHOUSE 66, LLC, and it's agents and / or employees from any claims by any party arising out of the sponsoring of and / or participation in said tour.

### **4) Weather ::**

The weather conditions along any extended tour route will eventually yield rain. During most of the tour the weather will be dry and hot, with higher temperatures in Arizona and California. The tour will encounter rain, and it will probably be in the earlier portion of the tour. Rain gear for each participant is a requirement for the tour. If the rain becomes too strong, and the road conditions become dangerous, the tour guide will stop the tour participants and assemble the group. A vote will be taken to;

- continue slowly with that day's itinerary,
- to seek temporary shelter and wait the rain out, or
- to proceed to the interstate highway and head slowly and safely to the motel / hotel location for that particular night.

If areas or attractions of that days tour itinerary are missed due to a complete rain out or due to harsh weather conditions, the option of backtracking along the tour route to see said areas or attractions the next day is not possible and will not be considered, as the tour itinerary must be kept on schedule because of the reservation schedule of the nightly motels / hotels.

If severe weather is encountered, such as lightning, hail, high cross winds, dust storms and / or the possibility of a tornado, that days riding may be cancelled due to the safety, health and welfare of each participant. This may lead to the additional expense of an extra nights accommodation for each participant. In such a drastic case, said extra cost for the accommodation must be paid by the participant. A refund of the actual missed nights accommodation will be returned to each participant minus any booking or cancellation charges assessed by the particular vendor, within 30 days of the end of the tour. Also the group will need to travel the interstate the next day to make up the lost day.

### **5) Tour Route, Daily Mileage and the Importance of Time ::**

Each participant must remember and keep in mind (with a positive attitude) that this tour allows the tour group to cross nearly three quarters of the distance across the United States in about 13 days. Distances of between 150 and 250+ miles of riding during every day of the tour is typical and required. While 250 miles does not sound like an extremely long ride for a whole day, it is important to remember that the tour group will be traveling on mostly smaller two-lane highways, with lower maximum speed limits, along with curves and hills ... and two-way traffic. Traveling in a long group with a support vehicle will also make passing very difficult. The tour group will also be stopping frequently along the way to experience the various attractions and historical icons which await each of us along

the tour route. It will be of utmost importance for each participant to get up on time each morning and be ready to climb on the saddle and begin at the pre-arranged time. Stops along the way will also be for an allotted time period and these time periods must be adhered to as closely as possible. The daily pace for the tour has been researched, carefully selected and plotted in detail to provide each participant with the most enjoyable "cross section" of what is available to see and experience in a mere 13 days along the 2,800 mile tour route. The intent of the rigid time schedule, which will be published in the RIDING ROUTE 66 Tour Book each participant will receive upon Check-In at the hotel, is to allow each participant the rare opportunity to experience and to discover as much as is possible in 13 days, of the history, the lore, the culture and the overall excitement of traveling through the real America, through the small towns and the scenic west, across the heartland of America along Route 66, which has been frozen in time.

## **6) Accommodations ::**

A total of 14 nights of accommodations will be included and provided with the tour. To make the tour affordable, pleasurable, and as relaxing as possible, every effort has been made to secure reasonable, clean, comfortable and secure lodging along the tour route. Some modern high rise hotels in the cities have been selected, along with a few extraordinary inns and lodges along the tour route, and last, but not least some older, clean and well kept period motels from the hey day of old Route 66.

## **7) Meals ::**

The tour package includes the Welcome Dinner and the Farewell Dinner Receptions. Most mornings there will be a Continental Breakfast included at the hotel / motel. A couple of other included specialty meals are included and described elsewhere in the itinerary. All other meals are not included and are at each participant's complete option and additional cost.

## **8) Traveling Speed ::**

Traveling speeds on Interstate Highways in the western United States are higher than normal and it is not always safe to travel below the posted speed limit or below the speed of the flow of traffic when traveling in a group of motorcycles with lots of semi's. Therefore, if bringing your own bike, make sure it can travel at speeds of 75-80 MPH easily and do it without blowing up.

## **9) Fuel and Oil::**

Fuel stops can be very time consuming and slice into the precious daylight hours when traveling in a tour group and when each participant has to pay separate, go to the restroom and get snacks and refreshments. For this reason, each participant must remember to be extremely quick when fueling to save daylight and make fuel stops as time efficient as possible (15-20 minutes). Fuel stops will be scheduled at intervals of about 125-130 miles. Each participant shall be responsible for either bringing along or purchasing any motor oil that their motorcycle may require.

## **10) Tour Travel Information and Maps ::**

The tour price includes a copy of the official 2010 RIDING ROUTE 66 Tour Book describing the complete daily itinerary of the complete tour with all necessary information. Also included are daily maps with the daily route and all of the necessary information, addresses and phone numbers for that day.

## **11) Luggage ::**

Each participant will be required to properly and safely stow all of his or her clothing or other belong-

ings on your motorcycle. Any other riding gear, equipment or tools, cameras, etc... along with any other personal items, must be stowed on the bikes.

### **11) Motorcycle Roadside Assistance ::**

Although it is not an actual requirement for participating in any tour, the sponsor strongly recommends that each participant invest in, and carry a motorcycle roadside assistance and towing coverage such as MoTow through the AMA. It will be each participant's responsibility to make sure each participant and each motorcycle has access to transportation services in the event of a mechanical problem. This becomes even more important in the unlikely event of an accident. The whole tour group cannot stop for a day, or even for several hours because of one participant's mechanical problems. Each participant will be aware of the location of each night's hotel / motel and strongly encouraged to correct any such problem that may occur and rejoin the tour by the following morning. If you do not have some kind of Roadside Assistance, you will not be reimbursed by the sponsor if you encounter some kind of problem along the road.

### **12) Travel Insurance ::**

Although it is not an actual requirement for participating in any tour, the sponsor strongly recommends that each participant invest in Travel Insurance. Your vacation can take years to save for but only a second to be ruined. With Travel Safe you have travel insurance and assistance that travels with you. While you can't do anything to prevent an unexpected storm or illness, you can do something to cover your travel investment – buy travel insurance. Travel Insurance can provide you coverage for medical expenses, trip cancellation / interruption, baggage damage and much more. Plus with each Travel Safe Insurance policy you will receive 24-hour travel assistance. This service is available by calling (800) 555-9095. Note: Please DO NOT confuse the 24-hour travel assistance they offer as Motorcycle Roadside Assistance. The sponsor and Travel Safe have no direct affiliation. If you should choose to utilize their services, your contact will be with Travel Safe and not with the sponsor. A copy of the Travel Safe policy description and information is available online at:

[www.harley-davidson.com/en\\_US/media/downloads/motorcycle\\_tours/Travel\\_Safe\\_Insurance\\_06.pdf](http://www.harley-davidson.com/en_US/media/downloads/motorcycle_tours/Travel_Safe_Insurance_06.pdf)

### **13) The truth about Motorcycle Insurance and why you need Medical Insurance ::**

About 95% of standard Motorcycle Insurance Policies DO NOT cover the riders own medical bills. This type of insurance coverage is commonly referred to as Med Pay. Each participant should inquire with their agent to see if your policy does or does not provide Med Pay to cover your own medical bills in case of an accident. It is for this reason that each participant should have a current Medical Insurance Policy which will cover any medical bills that may be incurred during the tour or any time you are enjoying the sport of motorcycling. The sponsor will not be responsible for paying any medical bills.

### **14) BYOB and Shipping Information for the Tour ::**

If you are like most participants and plan to bring your own bike (BYOB) on the tour, there are some logistics to be ironed out for a smooth beginning and end. The first concern is how you are getting your bike to the starting point in Chicago, Amarillo or LA. All bikes and participants must be present and accounted and with the bike full of fuel no later then 6:00 PM on the first Saturday evening (or Friday evening of Tour #3) of the tour. The last concern is returning your bike from the ending point of the tour back to your home. This usually involves the pre-planned hiring of a freight company and securing a quote and contract, and the additional logistics of delivering your bike to their place of business by the agreed upon time. The AMA recommends Federal Motorcycle Transport, an agent for Allied Worldwide, and who specializes in uncrated motorcycle shipping. Each participant who needs to secure shipping for your motorcycle should check their website at: <http://www.funtransport.com> and

then contact Federal at (800) 747-4100 ext 217 or email them at motorcycle@federalcos.com Each participant is free to select their own freight company however, the return trip to the hotel that night will be at your own cost, if the shipper you select is not close to the hotel, or close to the location where the majority of the other participants are delivering their bikes to. Participants should try to get together and get a group rate through one freight company, especially if they are from the same city. The sponsor and the freight company have no direct affiliation. If you should choose to utilize their services, your contact will be with freight company and not with the sponsor. The sponsor assumes no responsibility for shipping services as part of this tour.

Additionally, all BYOB participants are responsible for ensuring that their motorcycle is in excellent operating condition for the tour. The bike must be thoroughly inspected and serviced prior to the start of the tour. Tour participants must anticipate all maintenance that will become due while on the tour based on mileage, climate and terrain and have this completed prior to the start of the tour. Some typical services to be completed include, but are not limited to, oil change and / or tire change. The tour guide is not responsible for BYOB tour participant's motorcycles. It is the BYOB tour participant's responsibility to manage the resolution of any motorcycle issues on their own time and at their own expense. Tour participants understand that the tour schedule does not allow time for motorcycle maintenance, service or repairs. The tour group will maintain the tour schedule according to the daily itinerary, and if you are forced to drop behind for some reason, hopefully you will be able to catch up with the group during the evening at that night's motel / hotel.

### **15) Harley Davidson Rentals for the Tour ::**

If you are in need of renting a Harley Davidson for the tour, there is really only one option which is both located in Chicago (and LA) close to the Airports where our hotels for the first and last nights will be located. Eagle Riders Harley Davidson Rentals is located at 1301 S. Harlem Rd, Berwyn, IL 60402 (888) 966-1500. Ground transportation transfers to the rental companies will not be provided as part of the tour package. All motorcycles and tour participants must be present and accounted for, with the motorcycles FULL OF FUEL no later than 6:00 PM on the first Saturday (or Friday - Tour #3) evening of the tour. The sponsor and the rental company have no direct affiliation. If you should choose to utilize their services, your contact will be with the rental company and not with the sponsor. The sponsor assumes no responsibility for motorcycle renting services as part of this tour.

### **16) Flights and Air Travel ::**

If you elect to take a flight in conjunction with the tour, you will need to arrange your own flight reservations through your travel agent or by reserving them online. Each participant will most likely need to secure at least one flight, either at the beginning, or at the end of the tour. Flights to or from Chicago should arrive at / or depart from the Chicago Midway Airport (MDW). Flights to or from Los Angeles should arrive at / or depart from the Los Angeles International Airport (LAX). Flights should be scheduled to: a) arrive early enough on the first Saturday of the tour to allow plenty of time to get from the airport to the hotel and check in and then get to the motorcycle rental location, spend the necessary time getting processed, and ride the new rental back to the hotel prior to 6:00 PM. It is suggested that you arrive no later than 11:00 AM. b) leave late enough on the third Saturday to allow time to return any motorcycle rentals, deliver any motorcycles to the shipping company, get packed and checked out, and then get transported to the airport and get checked in at the appropriate time as suggested by your airline.

### **17) Additional Expenses ::**

Each participant is responsible for the additional cost of airfare, motorcycle rentals and / or motorcycle shipping (if applicable), fuel, oil, the majority of meals (except as noted), daily snacks and refresh-

ments, souvenirs, film, cameras, laundry service and any tips.

### **18) Laundry Service ::**

Each tour participant is responsible for his or her own laundry service. Try to bring enough clothes for 6 or 7 days minimum. While laundry facilities are available at most of the hotels/motels and at laundromats, service is not available every evening. Each participant should bring a minimum of two rolls of quarters and small soap powder boxes.

### **19) Cell Phone ::**

Each tour participant should have a cell phone and cell phone charger in their possession in case they should get lost or become detached from the group or in case of an emergency. The tour guides will have the number of each participant's cell phone handy at all times during the tour for any needed communication, or due to any necessary last minute changes in the itinerary.

### **20) Photo Rights ::**

Any rights to any digital images or filming taken along the tour and / or taken of the tour participants themselves, which are obtained by the tour guide, or an outside entity, during the tours, are to remain the express property of the sponsor and may be used in any commercial publications, commercial, documentary and / or website at the sole discretion of the sponsor and / or the outside entity.

### **21) Complaints during the Tour ::**

Should any participant have a legitimate complaint, despite the thoroughness the sponsor has applied to the overall logistics, planning and daily execution of any tour component, said complaint shall not be openly discussed, especially in a heated way, in the presence of the other tour participants and but shall be made in writing and submitted to the sponsor's tour guide immediately.

This process is required and must be adhered to in an effort to keep the overall positive attitude and camaraderie between the participants and tour guide on a light hearted, enjoyable and focused basis so all participants may wholeheartedly enjoy their hard earned vacation time and the trip of a lifetime.

### **22) Daily Bowel Issues ::**

If you are the type of person who must sit down for 20-25 minutes every morning around 10:00, you will most likely get left behind. Every year there is one person in the group who has this issue. I cannot stop the whole group so you can go and you cannot expect them to repeatedly wait on you. This is why you have a complete route map and detailed directions, so you can catch up. If this happens, Tribal Counsel may be held and you may be voted off! Learn to go in the morning or hold it until we make a scheduled stop that has a restroom. I suggest you purchase a GPS, so you can easily make it to the next stop and catch up with the group. Lastly, I will not listen to arguments for being left behind due to a persons daily bowel issues.

### **23) Signature of Tour Participant ::**

I, \_\_\_\_\_, have read the above detailed Terms and Conditions.  
(please print name)

My signature below represents my acceptance of, and my agreement with the above listed Terms and Conditions as a participant in the tour.

\_\_\_\_\_ Date: \_\_\_\_\_