Motorcycle Rental Agreement

This rental agreement is entered into by the motorcycle owner ("Novō") and renter ("Renter") and outlines the respective rights and obligations of each party with respect to the rental of a motorcycle on a guided tour.

1. IDENTIFICATION OF THE RENTAL MOTORCYCLE:

- Novō hereby agrees to rent to Renter the Royal Enfield Himalayan motorcycle identified as follows:
    - Plate Number: ……..
- This vehicle will hereafter be referred to as "Rental Motorcycle".

2. RENTAL TERM:

- The term of this Motorcycle Rental Agreement runs from the time of motorcycle handover as indicated just above the signature line at the bottom of this agreement until the end of the trip as dictated by Novō, and completion of all terms of this agreement by both Parties. The rental is as follows:
    - Start date: ……
    - End date: ……
- The Parties may change the length of or adjust the tour by mutual consent.

3. SCOPE OF USE:

- Renter will comply with all applicable laws relating to holding of licensure to operate the Rental Motorcycle, and pertaining to operation of motorcycles. Renter will not sublease the Rental Motorcycle or use it as a vehicle for hire. Renter will not take the Rental Motorcycle to any location not previously arranged with Novō or outside of Novō's supervision.
- Renter confirms they have the ability to operate the Rental Motorcycle and all damages incurred while on the tour are the Renter's responsibility.
- The Rental Motorcycle may not be taken onto the Salar de Uyuni if the Salar is in any way wet. Violation of this rule will result in total forfeiture of the damage deposit as well as any additional expenses for damages incurred outside of the damage deposit.
- The motorcycles must be professionally washed immediately after exiting the (dry) Salar de Uyuni.

- The Rental Motorcycle may not be taken into Parque Eduardo Avaroa without permission from Novō. Violation of this rule will result in total forfeiture of the damage deposit as well as any additional expenses for damages incurred outside of the damage deposit.
- For motorcycle rentals without the mechanical support of Novō Adventures (i.e. the hire of support truck + mechanic), you will be responsible for maintaining the Rental Motorcycle in mechanical order during the trip (chain lubrication, bike clean, daily mechanical checks) and for the cost of bike transportation in the event of a breakdown.
- Motorcycles must be parked at a secure location at each overnight stop.
- If the motorcycle is unable to complete the tour / rental period due to accident damage, Novō is not responsible for supplying a replacement motorcycle.
- Renter will not allow any person to operate the Rental Motorcycle unless first mutually agreed upon by Novō and the Renter and identified here:
    - Primary rider: …….
    - License # …….
    - Secondary rider: …….
    - License # …….

4. RENTAL FEES:

- Renter will pay to Novō the amount agreed upon in their quotation from Novō on arrival. This payment should be made in cash (USD - 100 dollar bills) unless agreed otherwise.
- Renter agrees to abide by the penalties outlined by Novō for violation of any agreed rule.

5. SECURITY DEPOSIT:

- Renter will be required to provide a security deposit to Novō in the amount of $500.00 USD ("Security Deposit") in cash (USD or EUR) to be used in the event of loss or damage to the Rental Motorcycle during the term of this agreement.
- A deduction of $100 will made from the security deposit if the BSISA fuel card is not returned with the motorcycle.
- If the Rental Motorcycle is returned to Novō in acceptable condition by the Renter, the security deposit will be returned.

6. INSURANCE:

- The Rental Vehicle has insurance coverage for third-party liability and is fully licensed to operate on Bolivian roads.
- We operate three Damage Protection Plans:
    - **No Protection** - $0/day. Renter is responsible for the full cost of any damage, loss, or theft of the motorcycle

- **Standard Protection** - $10/day. Renter's responsibility is limited to $2,000 if the motorcycle is damaged, stolen or totalled.
- **Premium Protection** - $20/day. Renter's responsibility is limited to $1,000 if the motorcycle is damaged, stolen or totalled.

- Renter's Protection Plan will null and void, and the Renter liable for all expenses, if loss or damages are caused by riding while under the influence of alcohol or drugs, improper handling (excess speed, dangerous driving, etc.), or bike theft due to negligence.

7. INDEMNIFICATION:

- Renter agrees to indemnify, defend, and hold harmless Novō for any loss, damage, or legal actions against Novō as a result of Renter's operation or use of the Rental Motorcycle during the term of this Motorcycle Rental Agreement. This includes any attorney fees necessarily incurred for these purposes.
- Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rental Motorcycle.
- Renter agrees to indemnify, defend, and hold harmless Novō for any items in Renter's luggage or possessions found to be in violation of any local or international laws during the term of this Motorcycle Rental Agreement. This includes any attorney fees necessarily incurred for these purposes.

8. REPRESENTATIONS AND WARRANTIES

- Novō represents and warrants that to Novō's knowledge, the Rental Motorcycle is in good condition and is safe for ordinary operation of the vehicle.
- Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.
- Renter has been given an opportunity to examine the Rental Motorcycle in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the vehicle other than that notated on the separate Existing Damage document.

9. JURISDICTION AND VENUE

- In the event of any dispute over this agreement, this Car Rental Agreement will be interpreted by the laws of Bolivia, and any lawsuit or arbitration must be brought in Bolivia.
- If any portion of this agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the agreement would still have full force and effect.

This Motorcycle Rental Agreement constitutes the entire agreement between the Parties with respect to this rental arrangement. No modification to this agreement can be made unless in writing signed by both Parties.

DATE OF PICKUP: ……..

TIME OF PICKUP: ……..

OWNER:

NAME: ……..

DATE: ……..

SIGNATURE: ……

RENTER:

NAME: ……..

DATE: ……

SIGNATURE: ……

ADVENTURES

Liability Waiver

In consideration for being allowed to participate in the tour/rental organized and run by Novō Adventures (hereafter referred to as 'The Company'), I state the following:

1. I am a voluntary participant in this tour/rental. I am at least 18 years of age and have a current motor vehicle driving licence with proper motorcycle endorsement, which has not been revoked, suspended or expired.

2. I understand that safety is a primary concern. I agree to observe all local laws, ride safely and sensibly.

3. I am aware that it is my sole responsibility to keep the motorcycle under control at all times, to select safe speeds for the conditions of travel and for my skill level, and to respect both the locals and other riders in the tour group.

4. I agree to only ride wearing a helmet, appropriate protective clothing and eyewear. Should I ever choose to ride without certain protective clothing, I do so at my own risk.

5. I agree to ride with my headlight on at all times.

6. I am in good physical and mental condition for this tour/rental with the stamina and conditioning required to fulfil my participation in this tour/rental.

7. I am not currently taking any pharmaceutical products or other drugs which may impair my ability to ride.

8. I will not ride while under the influence of alcohol or substances that are illegal either under the law of England & Wales or the local laws in the country or region in which the tour/rental takes place.

9. If I do not follow the rules of the tour/rental, I understand that I may be removed from the tour/rental by the organisers of the tour/rental and no monies will be refunded to me.

10. I am responsible for the condition and maintenance of the motorcycle that I use on the tour/rental and any other equipment I bring to or use on the tour/rental. I accept that The Company gives no guarantee or warranty in respect of any maintenance or repairs carried out at my request on my motorcycle or other equipment. The Company 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.

11. I acknowledge and support the judgements and decisions made by The Company's staff with regard to the schedule, route and my continued participation as a rider on the tour. Adjustments and assessments will be made in light of changes in weather, road conditions, and/or my ability to participate in a manner that assists maintaining my safety and the safety of those around me.

12. I understand that there are certain risks and dangers inherent in taking part in the tour/rental, including but not limited to the hazards of travelling in mountainous regions and that by the very nature of the activities, I will be exposed to an element of personal risk over and above those associated with conventional holidays. These include the risk personal injury and death and loss of or damage to my property.

13. I am solely responsible for my possessions. The Company accepts no liability for any damage to or loss of my property whilst taking part in the tour/rental.

14. I expressly understand that I am under a duty to mitigate any risk to myself as far as is practicable, by taking all reasonable steps to ensure my own safety whilst on the tour/rental.

15. Except where stated otherwise in this agreement, I accept full responsibility for the risks described above and below and I agree that the Company, its employees, volunteers 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/rental. I understand that the Company 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 tours/rentals which is caused by The Company's negligence.

16. I will indemnify the Company, its employees, volunteers and in respect of any kind of liabilities or claims made by other individuals or entities as a result of my actions while participating in the tour and related activities.

17. I certify that I have travel insurance coverage to cover me, my property, and any liabilities that arise out of any damage or injury which may occur involving me during the tour/rental. This insurance covers me for medical expenses, evacuation & repatriation.

18. In cases of emergency, I authorize The Company, their tour Leader, employees 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 to The Company any additional expense (to be paid

within 28 days) they incur on my behalf relating to my medical treatment, emergency transportation and repatriation due to my injury, illness or other medical condition.

19. I give permission for the Company appointed first aiders to provide medical treatment as required.

20. Photos and videos of this event may be produced. I agree that my likeness may be used in promotional materials and will hold harmless the Tour Company and agree that no monetary or any other consideration will be given for their use. I agree that by uploading any of my own media content to the company's shared media folder I am giving permission to the company to use this media for their own marketing purposes.

CUSTOMER SIGNATURE

I agree that prior to signing this agreement, I have had an adequate opportunity to read and understand it, and any and all questions have been fully answered to my satisfaction. l understand that all monies paid for the participation in the tour is non-tranferable and non-refundable.

NAME: ……..

SIGNATURE: ……..

DATE: ……..

Motorcycle Damage Protection

Please select one of the following damage protection options:

☐ **No Protection – $0/day**

I understand that I am fully responsible for the total cost of any damage, loss, or theft of the motorcycle.

☐ **Standard Protection – $15/day**

I understand that my financial responsibility is limited to a maximum of **$2,000** in the event of damage, loss, or theft of the motorcycle.

☐ **Premium Protection – $20/day**

I understand that my financial responsibility is limited to a maximum of **$1,000** in the event of damage, loss, or theft of the motorcycle.

Renter Acknowledgment

By signing below, I confirm that I have read, understood, and selected my preferred damage protection option. I agree to the terms and accept financial responsibility as outlined above.

Name: _____

Signature: _____

Date: _____

Health Insurance & Emergency Contact

Please complete this form fully and accurately. The information provided will be kept confidential and used only in the event of an emergency.

1. Personal Details

- Full legal name (as on passport):
- Passport number:
- Nationality:
- Date of birth:
- Blood type (if known):

2. Emergency Contact

- Primary emergency contact name:
- Relationship:
- Phone number (include country code):
- Email address:

3. Health Insurance Information

- Do you have travel medical insurance valid in Bolivia? Yes / No
- Insurance provider:
- Policy number:
- 24/7 emergency assistance phone number:
- Does your policy include emergency medical treatment? Yes / No
- Does your policy include medical evacuation / airlift? Yes / No / Unsure
- Does your policy cover motorcycle riding? Yes / No / Unsure
- Any relevant exclusions or notes:

4. Medical Information

- Please list any medical conditions that could affect your safety on this tour (e.g. asthma, diabetes, epilepsy, heart conditions, severe allergies, altitude sickness history):

- Regular medications:

- Emergency medications carried (e.g. inhaler, EpiPen):

- Allergies (medications, food, insect stings, etc.):

6. Declaration & Consent

I confirm that the information provided above is accurate and complete. I understand the risks associated with motorcycle touring in remote areas and authorize the tour leaders to share my medical and insurance information with emergency services if required.

- Participant name:
- Signature:
- Date:

ADVENTURES

Motorcycle Inspection Form

DRIVER RIGHT SIDE

NOTES

DRIVER LEFT SIDE

NOTES

DASHBOARD

NOTES

CUSTOMER NAME:	EMPLOYEE NAME:
DATE:	DATE:
SIGNATURE:	SIGNATURE: