

**PARTICULAR CONDITIONS
MOTORCYCLE RENTAL AGREEMENT
AND TOURIST SERVICES AGREEMENT**

I. INDIVIDUALIZATION OF THE MOTORCYCLE AND DELIVERY CONDITIONS

MOTORCYCLE	OWN		RENTED	
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PATENT					
MAKE					
MODEL					
VIN					
COLOR					
YEAR					
FUEL AT DEPARTURE					
DATE AND TIME OF DEPARTURE					
ACCESSORIES	CASES	YES		NO	
	HELMET	YES		NO	
	SUIT	YES		NO	
	BOOTS	YES		NO	
	GLOVES	YES		NO	
	GPS	YES		NO	
	WHEELS INFLATE SYSTEM	YES		NO	
	MOBILE PHONE	YES		NO	
	OTHERS SPECIFY				
DELIVERY OBSERVATIONS					

II. RENTAL PERIOD

STARTING DATE	
END DATE	

III. CUSTOMER INFORMATION

A. PRIMARY RENTER

NAME	
CITIZENSHIP	
PASSPORT/ ID. CARD	
E-MAIL	
ADDRESS	
CITY	
COUNTY/BOROUGH	
COUNTRY	
TELEPHONE	
DRIVER LICENSE Nr.	
PLACE OF ISSUE	
EXPIRATION DATE	

MEDICAL INFORMATION (PRIMARY RENTER)

BLOOD TYPE					
ALLERGIES					
CARDIAC DISEASES	YES		NO		SPECIFY:
DO YOU REGULARLY TAKE SOME MEDICINE?	YES		NO		SPECIFY:
OTHER DISEASES	YES		NO		SPECIFY:
Note: The participant declares herein that he/she has an adequate physical training condition and is in good medical conditions to carry out this type of trip. In the event that during the trip, the participant suffers a decompensation, accident and/or death as a result of any disease, the company shall have no responsibility for this event. Also, the participant herein authorizes the Company to take him/her to the nearest clinic/hospital/medical center in case of any emergency.					

CONTACT IN CASE OF EMERGENCY (PRIMARY RENTER)

NAME	
TELEPHONE (HOME AND MOBILE)	
ADDRESS	
RELATIONSHIP WITH PARTICIPANT	

B. ADDITIONAL DRIVER

NAME	
CITIZENSHIP	
PASSPORT/ ID. CARD	
E-MAIL	
ADDRESS	
CITY	
COUNTY/BOROUGH	
COUNTRY	
TELEPHONE	
DRIVER LICENSE Nr.	
PLACE OF ISSUE	
EXPIRATION DATE	

MEDICAL INFORMATION (ADDITIONAL DRIVER)

BLOOD TYPE					
ALLERGIES					
CARDIAC DISEASES	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	SPECIFY:
DO YOU REGULARLY TAKE SOME MEDICINE?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	SPECIFY:
OTHER DISEASES	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	SPECIFY:
<p>Note: The participant declares herein that he/she has an adequate physical training condition and is in good medical conditions to carry out this type of trip. In the event that during the trip, the participant suffers a decompensation, accident and/or death as a result of any disease, the company shall have no responsibility for this event. Also, the participant herein authorizes the Company to take him/her to the nearest clinic/hospital/medical center in case of any emergency.</p>					

CONTACT IN CASE OF EMERGENCY (ADDITIONAL DRIVER)

COMPLETE NAME	
TELEPHONE (HOME AND MOBILE)	
ADDRESS	
RELATIONSHIP WITH PARTICIPANT	

C. COMPANION

NAME	
CITIZENSHIP	
PASSPORT/ ID. CARD	
E-MAIL	
ADDRESS	
CITY	
COUNTY/BOROUGH	
COUNTRY	
TELEPHONE	

MEDICAL INFORMATION (COMPANION)

BLOOD TYPE					
ALLERGIES					
CARDIAC DISEASES	YES		NO		SPECIFY:
DO YOU REGULARLY TAKE SOME MEDICINE?	YES		NO		SPECIFY:
OTHER DISEASES	YES		NO		SPECIFY:
<p>Note: The participant declares herein that he/she has an adequate physical training condition and is in good medical conditions to carry out this type of trip. In the event that during the trip, the participant suffers a decompensation, accident and/or death as a result of any disease, the company shall have no responsibility for this event. Also, the participant herein authorizes the Company to take him/her to the nearest clinic/hospital/medical center in case of any emergency.</p>					

CONTACT IN CASE OF EMERGENCY (COMPANION)

NAME	
TELEPHONE (HOME AND MOBILE)	
ADDRESS	
RELATIONSHIP PARTICIPANT:	

IV. RENTAL AND TOURIST SERVICES FEES

KILOMETERS	
MONTH	
WEEK	
DAILY RATE	
EXTRA HOURS	
DISCOUNTS	
SUBTOTAL	
FUEL	
TRANSFERS	
TOUR SERVICES	
OTHER CHARGES	
TOTAL CHARGES	
SUBTOTAL	
V.A.T.	
TOTAL PAYABLE:	

V. PAYMENT

PAYMENT FORM	
SALESMAN	
LIQUIDATOR	
INVOICE N°	
RECEIPT N°	

CREDIT CARD	
HOLDERS NAME	
CREDIT CARD NUMBER	
ISSUING DATE	
EXPIRATION DATE	
SECURITY CODE (3 LAST DIGITS ON REVERSE)	

NOTE: For the effects of guarantee voucher, the credit card holder must grant an authorization, which consists in separate document that is enclosed at the end of the present contract and which comprises integral part of this contract.

VI. TOUR SERVICE: (FILL IN ONLY IN CASE OF HIRING TOUR SERVICES)

TYPE OF TOUR	
DESTINATION	
COMMENCEMENT DATE	
TERMINATION DATE	

NOTE: The different types of tours are specified in the web page of the company, (www.samotorbiketours.com) where you can find information related about the itinerary, prices per person, lodging, locations (geographic description, weather, riding conditions, etc.), and riding distances, among others.

VII. EXPENSES

All the expenses corresponding to _____, will be charged to the renter.

VIII. RECEPTION CONDITIONS (COMPLETE WHEN THE MOTORCYCLE IS RETURNED)

DATE AND TIME OF RETURN		
FUEL		
RETURN OBSERVATIONS		
ACCESSORIES CONDITION	CASES	
	HELMET	
	SUIT	
	BOOTS	
	GLOVES	
	GPS	
	WHEELS INFLATE SYSTEM	
	MOBILE PHONE	
	OTHERS (SPECIFY)	

IX. OTHERS

OTHERS:

IMPORTANT NOTE:

IN CASE OF ACCIDENT, YOU SHALL OBSERVE THE FOLLOWING RULES:

- 1.- REPORT THE ACCIDENT TO THE CLOSEST POLICE UNIT.
- 2.- DO NOT REPAIR OR CHANGE THE DAMAGES OF THE MOTORCYCLE AFTER THE ACCIDENT, WITHOUT THE PREVIOUS AUTHORIZATION OF THE COMPANY.
- 3.- IF ANOTHER VEHICLE TAKES PART IN THE ACCIDENT, YOU MUST REGISTER THE PATENT, NAME, IDENTITY CARD/PASSAPORT AND ADDRESS OF THE DRIVER.
- 4.- YOU MUST SEND TO THE COMPANY'S OFFICE THE FOLIO, PARAGRAPH AND POLICE STATION NUMBER, WHERE THE ACCIDENT WAS REPORTED WITHIN THE NEXT 24 HOURS.
- 5.- THE CLIENT IS RESPONSIBLE FOR ALL TRANSIT OR DRIVING TICKETS.

_____	Customer's signature _____
South America Motorbike Tours Ltda.	Client's name: _____
	ID /Passport: _____
Sign Additional Driver _____	Sign Companion _____
Additional Driver's name: _____	Companion's name: _____
ID/Passport: _____	ID/Passport: _____

A) RELEASE AND WAIVER OF LIABILITY

The present declaration of Release and Waiver of Liability, hereinafter the "Release" shall be valid within the Republic of Chile or abroad and shall be effective as from the date set forth in the particular conditions of this agreement. It is deemed to include the undersigned acting in my personal capacity and my representatives, executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might be entitled to claim or sue on my behalf, hereafter the "Participant" in favor, and for the benefit, of South America Motorbike Tours Limited and its past, present and future shareholders, directors, officers, employees and agents, also referred to as "The Company".

It is evidenced hereby that the Participant, of legal age, will take part in a motorcycle touring event as authorized driver or additional driver or companion, hereafter "the trip"

organized by the company South America Motorbike Tours Limitada. As a condition precedent to the Company permitting Participant to join the tour, South America Motorbike Tours Limitada requires that Participant execute and delivers this Release and Waiver of Liability, by means of which he acknowledges and accepts the following:

1) Discipline and Conduct: The Participant shall observe strictly due discipline during the event and shall strictly follow all and each one of the indications of the organizing personnel. The Company will be able at any time to exclude the Participant from the trip, due to an infringement of the rules set by the Company, who shall have no liability for this decision.

It is strictly prohibited to the Participant, the ingestion of any alcoholic beverage, drugs or other narcotics, 24 hours prior and during the trip. The Participant shall strictly comply with Transit Regulations.

Any medical condition that requires the daily ingestion of some medicine that could affect the ability to drive shall be declared by the Participant in the particular conditions of the agreement.

2) High Risk Activity. The Participant expressly declares that has decided to participate in the trip at his own risk and responsibility, and acknowledges that the activities involved in the Trip are dangerous and involve the risk of serious injury and/or death.

3) Release. The Participant unconditionally and irrevocably releases, waives and discharges the Company and/or its past, present or future shareholders, partners, directors, managers and workers of all criminal, administrative or civil liability as well as any other type of liability resulting from accidents or other causes related to the trip. The Participant waives all actions for objective liability or of any other type including but not limited to action for damages, moral and punitive damages, seeking directly or indirectly to declare or constitute the liability of the Company, committing hereby not to institute, initiate or file any action or lawsuit, claim or demand for: (i) death, personal injury, partial or permanent disability, property damage or loss and medical or hospital expenses and (ii) theft, larceny, loss, damage or delay in delivering baggage or other personal property of Participant, that arises or results from or is otherwise related to Participant's participation in the Tour (iii) Delays, changes in the trip itinerary or cancellation of the tour due to political or similar causes in the destiny country that prevent the continuation of tour.

Participant irrevocably covenants and agrees not to initiate or commence legal actions due to fault or negligence of other participants of the trip, and commence legal actions against the Company or any person or entity involved in the organization, sponsorship or collaboration of the event, hereby waiving any liability for losses, damages, injuries or disturbances which may affect him, as consequence of his participation in the trip.

This release and waiver of liability shall have the maximum extent permitted by law.

South America Motorbike Tours Ltda.

Client's Signature _____

Client's Name: _____

ID./Passport: _____

Additional Driver's Signature

Companion's Signature

Additional Driver's Name:

Companion's Name:

ID./Passport: _____

ID/Passport: _____

B) GENERAL CONDITIONS FOR MOTORCYCLE RENTAL AGREEMENT AND TOURIST SERVICES AGREEMENT

In Santiago of Chile, on this day of ___ 200___, by and between the company **SERVICIOS TURISTICOS SOUTH AMERICA MOTORBIKE TOURS LIMITADA**, Rut Nr 6.194.480-0, duly represented by John Wells/Ana Gabriela Zampini, all domiciled for these purposes at _____, hereinafter also referred to as "Owner" and, Mr./Ms _____, passport/identity card Nr _____ domiciled at _____ office/department number _____, county of _____, city of _____, [Country] hereinafter also referred to as the "Renter"; they express that:

FIRST: Owner rents to the Renter, who accepts, a motorcycle whose make, model and other specifications are described in the particular conditions of this agreement that shall be considered an integral part hereof. Renter declares that has received the motorcycle in perfect mechanical and operational conditions, with its complete set of equipment and accessories individualized in the particular conditions and with the corresponding license plate, registration document, circulation permit, and mandatory insurance certificate. Moreover, Renter declares that has verified the correct operation of the motorcycle brakes, lights, turn signal indicators, brake lights, tires and other accessories and safety mechanisms prescribed by Transit Law N° 18.290.

The Renter also hires the tourist services indicated in the particular conditions of this Agreement

SECOND: The rental period shall be restricted to the term indicated in the particular conditions of the agreement, expiring in consequence on the day and time mentioned thereby.

Renter shall be required to return the motorcycle rented, by handing over it at the address of Owner indicated in this agreement, in the same good mechanical and operational conditions as existed at the beginning of the Rent, including all the accessories and equipment included in the rental, unless parties agree in writing to return the motorcycle at a different place. In the event, Renter fails to return the motorcycle under the terms and conditions described hereinabove, regardless of the causes of the delay.

THIRD: If Renter wishes to extend the rental period, Renter shall give notice in writing to the Owner prior to the expiration of the Rent period. Owner, shall be entitled to discretionally authorized or deny the extension. No extension shall be valid unless authorized by the Owner in writing. In case Renter has not obtained the written authorization to extend the contract term, the mentioned prohibition to further use the motorcycle by Renter shall become immediately effective, as well as the right and ability of the Owner to institute proceedings for inappropriate use of the motorcycle. Once formalized and signed the extension of the rental period, such extension shall be considered an integral part hereof.

FOURTH: Renter hereby grants Owner a receipt or voucher of his credit card individualized in the particular conditions of the present agreement, duly signed, in order to guarantee of the fulfillment of all obligations of this agreement, and in addition grants an irrevocable and comprehensive power of attorney to the company Servicios Turísticos South America Motorbike Tours Limitada, and to Transbank S.A. to carry out the collection of all amounts and expenses incurred by Renter considering the date the motorcycle is returned and its condition.

FIFTH: In case Renter has delayed for any reason the return of the motorcycle beyond the time set forth in the agreement, even when the delay is caused by acts of God, Renter shall be obligated to pay for the overtime until the motorcycle is effectively returned to the Owner. In this respect, it is hereby duly established that any responsibility or liability, of any nature, that may be assigned to Owner, shall be deemed terminated on the date and time of expiration of the agreement term, and from that moment, it will be considered that the motorcycle has been taken and used not only without the express or tacit authorization of the Owner, but against its express will.

SIXTH: The motorcycle shall be operated solely and exclusively by the Renter or other drivers authorized by the Owner all individualized in the particular conditions of this agreement, bearing a valid driving license. All drivers must be at least 18 years old. Any operation or use of the motorcycle by underage individuals is expressly forbidden and in the event this occurs, the Renter shall assume all resulting liabilities, including but not limited to damage to the motorcycle or a third party. It is expressly forbidden to the Renter to sub-rent the motorcycle, share the use of the motorcycle or enter into any form of agreement with respect to the same.

Renter declares under oath that the information provided in this agreement is correct and true, including the representations about Renter's identity, age, profession, civil status, residence address, physical and psychological capabilities to operate the motorcycle, and possession of driver's license for motorcycles. In the event Renter has provided any inaccurate, false or misleading information, the Renter shall be solely responsible for all associated liabilities or legal costs related to such information.

SEVENTH: Renter shall strictly observe and comply with all transit regulations, laws and ordinances, as well as any special ruling or instruction issued by governmental authorities or their agents. Renter must operate the motorcycle at all times with all documents and licenses required by the authorities.

It will be the exclusive responsibility of Renter the payment of all costs, regardless of its origin, amount or cause, resulting from crimes, faults, traffic fines, tickets, infractions or similar infringements committed by Renter or other authorized drivers under the terms of Clause Sixth hereinabove. Renter shall indemnify and hold harmless Owner for the breach of such regulations in connection with the use of the motorcycle.

EIGHTH: If for any reason Renter becomes unable to drive the motorcycle, Renter shall give immediate notice to Owner in order to send at Renter's cost a driver or freight to transport the motorcycle to the returning place. Likewise, in case of any accident or damage caused to the motorcycle or other goods the Renter will personally give notice as follows:

- a) To Chilean Police or the National Police in case the accident occurred outside Chile, through a written report issued not later than one hour after the accident or damage, and in addition should take an alcohol-test at the nearest medical center that provides that service.
- b) To the Owner including a written description of the accident.

NINTH: Renter commits itself to use the motorcycle according to its intended use. Therefore, it is expressly forbidden:

- a) To allow its use to unauthorized person, not even occasionally;
- b) To transport dangerous goods or heavy bulks or load that exceeds its specified capacity;
- c) To use it in dangerous or illicit tasks such as bets, challenges, races, rallies or similar events;
- d) To tow or to push other vehicles;
- e) To operate it under the effect of alcohol, drugs or other narcotics;
- f) To operate it without holding valid documents or licenses required by the applicable law;

- g) To take the motorcycle outside the national territory or beyond the boundaries set in this agreement, except when specifically authorized in writing by the Owner; and,
- h) To drive in shoreline, seashore, sea or rivers (except when is part of the guided tour organized by the Company and made under the authorization and supervision of the guide).

TENTH: Renter is responsible for all damages resulting from accidents and or damages that may occur to the motorcycle until the same is returned to Owner, under to the terms of this agreement regardless of whether the Renter has caused the damage or not. Renter shall also be the only and exclusively liable and responsible, among others, for the following events:

- a) All damages caused to the motorcycle and its accessories by the Renter or a third-party, including any such damage as may occur following expiration of the term of the agreement or the authorized extension of return of the motorcycle to the Owner, when the motorcycle has not been returned and all damages raising after such return that may have been caused during the rental period;
- b) all damages caused to/by goods owned or under control of the Renter or persons, carried or stored in the motorcycle. This includes damages to property belonging to third parties that is carried in the motorcycle;
- c) the loss of the goods referred in section b) before, whether the loss occurs before or after the motorcycle was returned;
- d) damages caused by lack of observance of prohibitions of clause eleventh;
- e) contractual liabilities of any nature;
- f) damages caused in the person or goods of third parties and extra contractual liability (tort) of any nature;
- g) damages caused to the motorcycle resulting from accidents including the infringement of transit regulations of Law N°18.290 and specially, the following:
 - g.1) do not respect a traffic light or a police officer instruction or prevention signs;
 - g.2) exceed the speed limit or against the flow of transit;
 - g.3) overtake other vehicles in curve, bridges, tunnels, grade crossing, underpass, exceeding the continuous white line or while approaching to the top of a slope; and
 - g.4) skip stopping after participating in an accident to collaborate in the establishment of its circumstances and aid people involved in the accident;
- h) expenses of transportation of the motorcycle after an accident;

- i) robberies, thefts or losses of the motorcycle and its accessories; and
- j) damage of tires.

ELEVENTH: This Agreement shall be governed by, and construed under, the laws of Chile. Parties herein set their domicile in the city of Santiago, Metropolitan Region, Republic of Chile, and grant jurisdiction to the Courts of Santiago.

The parties declare that they have read the entire contract and they sign in acceptance,

**Servicios Turísticos South America
Motorbike Tours Limitada**

Renter
ID /Passport _____

C) AUTHORIZATION OF CREDIT CARD CHARGE OPERATED BY TRANSBANK S.A.

FIRST: In consideration to which I have agreed with the Company, I specifically authorize the company so that by the means of Transbank S.A. they can charge in my Credit Card individualized in the particular conditions of the rental Agreement of motorcycles and tour service, or any other card than replaces it, the total amount incurred by me in the rent, repair, hiring of tour services and/or of any other additional expense incurred by the Company for damages caused to the motorcycle as a result of the rental agreement, in case of lack of payment, in order to compensate the Company for such expenses, assuming in addition the commitment to maintain my credit card in force and with sufficient credit to cover all charges. In case of substitution, revocation, expiration or replacement of the Credit Card, I hereby agree to inform in writing the Company of this situation, notwithstanding I authorize Transbank S.A. or the issuer of the card to inform to Company the new expiration date, the new credit card number and that the respective charges are made to such card.

SECOND: I accept that the Company will send Transbank S.A. the information of the charges, releasing Transbank S.A. if such information is no received. The contractual relation between the Company and the undersigned is exclusive between both parties. I hereby release Transbank S.A. of any obligation in connection thereof. In the event Transbank S.A., by any circumstance, does not carry out a charge in my credit card, the Company will have to procure payment directly. In addition, if some damage occurs to my person, specially related to lack to coverage or contract cancellation, I release Transbank

S.A. of any responsibility and I resign to any action against it, resulting from this authorization.

THIRD: The present authorization shall remain effective until I revoke it in writing, sending such communication to the Company by registered letter or with certification of reception, which will be only effective after thirty days from receipt. However, the present authorization will expire automatically in case of termination of the contract between the Company and Transbank S.A.

FOURTH: Hereby I declare that despite the present authorization, my payment obligation in favor of the Company will remain my responsibility until full payment of amounts due to the Company.

The present authorization shall be valid also before other credit card operators different than Transbank S.A.

Signature of the Credit card Holder

FINGERPRINT

