

# MOTORCYCLE RENTAL CONTRACT & LIABILITY AGREEMENT

## *Morocco Desert Expedition*

### 1. BETWEEN THE UNDERSIGNED

The Company:

Name: Morocco Desert Expedition

Activity: Organization of enduro motorcycle tours and expeditions in Morocco

The Client / Participant:

Name and Surname: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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### 2. PURPOSE OF THE CONTRACT

Rental of a KTM 450 cc enduro motorcycle and participation in an off-road enduro tour/expedition in Morocco.

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### 3. REQUIRED LEVEL – PARTICIPANT’S COMMITMENT

Riders must hold a motorcycle license (Category A for the Euro zone) without restrictions from their country of residence.

They must have the necessary experience in enduro riding. The rider assumes full responsibility for complying with the regulations in force in Morocco. Riders must adapt their riding style according to weather conditions and track conditions. Helmets and protective gear are mandatory at all times when riding our motorcycles.

By signing this contract and paying for the tour, the client acknowledges that off-road motorcycle tours can be dangerous and that they are aware of the inherent risks of off-road motorcycling.

The client agrees to use the vehicle only on the roads and tracks of the predefined itinerary.

Be physically and mentally fit.

Understand that the activity involves real risks and participate voluntarily.

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### 4. RENTED MOTORCYCLE

Brand: KTM

Engine Capacity: 450 cc

Type: Enduro

Condition: Good condition

Commitment:

- Use the motorcycle only within the scope of the activity

- Follow the guide's instructions
  - Do not lend the motorcycle to a third party
  - Ride responsibly
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## 5. DAMAGE – BREAKAGE – LOSS

### Client Responsibility

The client will be held responsible for any damage caused by their negligence while using the motorcycle (fall, mechanical breakage, loss, or theft). Participants in a motorcycle tour are fully aware of the inherent risks and dangers and accept full responsibility for them. Clients are also solely responsible for any damage caused to third parties and waive any claims against Morocco Desert Expedition and its employees for any personal injury sustained during the tour.

Any complaint must be immediately reported to the logistics manager and cannot be considered at a later time. Morocco Desert Expedition accepts no responsibility for delays caused by breakdowns or necessary repairs to motorcycles or transport vehicles during the tour.

Any dispute will be settled by a competent Moroccan court.

### Rules Regarding Damages

Morocco Desert Expedition provides one motorcycle per client. In the event that a client's motorcycle becomes unusable due to an accident or negligent use, a replacement motorcycle will not be provided. The client agrees to cover all costs incurred for any damage to motorcycles or motorcycle equipment resulting from an accident and/or negligent or careless use of the motorcycle. All repairs and parts will be at the participant's expense.

### Personal Conduct

Morocco Desert Expedition and its designated representatives reserve the right to disqualify any person from a tour or stay if their behavior or actions compromise the proper conduct of the tour or infringe upon the rights or well-being of other group members. In such circumstances, no refund will normally be granted. In the exceptional case where a refund is granted, such refund from Morocco Desert Expedition will never exceed the cost of unused services.

### Personal Travel Insurance With Medical Repatriation

It is mandatory for our clients to purchase, at their own expense, travel insurance with medical repatriation (e.g., [www.worldnomads.com](http://www.worldnomads.com)). This insurance must cover trip cancellation and/or interruption, personal accidents, additional health expenses (medical care, hospitalization), repatriation, loss of personal belongings, etc.

Morocco Desert Expedition reserves the right to deny the client access to equipment if the client cannot provide proof of such insurance coverage prior to the start of the tour.

The client is responsible for ensuring they are in good physical health for off-road motorcycling.

### Medical Advice

It is recommended to have a preventive medical check-up and inform your doctor about your participation in an off-road motorcycle tour in Africa.

Clients with pre-existing medical conditions must inform Morocco Desert Expedition staff before the start of the tour. If they feel unwell, they must notify us immediately so that we can make arrangements for evacuation or medical consultation. Morocco Desert Expedition cannot be held responsible for medical incidents during the stay.

## Weather Conditions

Morocco Desert Expedition cannot be held responsible for unfavorable weather conditions and offers no refunds.

Furthermore, we reserve the right to modify the itinerary to improve the quality of the tour and/or for safety reasons.

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## 6. MANDATORY EQUIPMENT

- Approved helmet
- Enduro boots
- Gloves
- Enduro-type jacket, knee, elbow, and back protection recommended
- Backpack or Camelbak (3 liters)

Refusal may result in exclusion without refund.

The client agrees to follow the instructions given during daily briefings and throughout the tour.

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## 7. GENERAL CONDITIONS

### Deposit

A deposit of €1000 will be required before departure.

This deposit will be refunded after the motorcycle has been checked.

### Price Includes:

- Motorcycle rental with professional guide
- Technical assistance and 4x4 support vehicle
- Full-board accommodation
- All transfers during the stay
- Round-trip flights with a small bag

### Price Does Not Include:

- Large bag on the plane
- Personal expenses and drinks
- Motorcycle fuel
- Complete rider equipment (helmet, goggles, gloves, boots, protective vest, pants, knee pads, Camelbak, rain protection, etc.)
- Hotel accommodation before and after the tour if needed
- Passport and visa fees, fines, tips

- Laundry fees
- Phone calls and faxes
- Personal insurance (medical and repatriation)
- Excursions and other activities

#### Alcohol and Drug Policy

Participants must not arrive intoxicated at the start of the tour. The client will not consume illegal drugs or alcohol during the tour. Excessive alcohol consumption and any illegal drug use are strictly prohibited.

#### Exchange Rate

Prices are calculated in Moroccan Dirhams but displayed in Euros for convenience. The exact Euro amount will depend on the exchange rate on the day of booking.

#### Deposit Rules

30% of the reservation by bank transfer or credit card (3.3% surcharge). The balance is payable upon arrival at the hotel on the first day (cash, Moroccan check, or French check).

#### Cancellation Policy

In case of cancellation by the client, the deposit will be retained.

In case of cancellation by the company due to force majeure, an alternative date will be offered.

#### Photography and Filming

Morocco Desert Expedition reserves the right to film or photograph all tours and use these images for promotional purposes, including brochures and other commercial uses.

#### Assignment of Rights

The client may not assign this contract or any of its rights or obligations.

However, the company may assign its rights and obligations to its successors or assigns.

#### Severability

If any provision of this contract is found invalid or unenforceable, this will not affect the other provisions, which will remain in effect.

#### Jurisdiction Clause

Any dispute will be subject to the jurisdiction of the courts of Marrakech and resolved under Moroccan law.

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## 8. INSURANCE & LIABILITY

The participant acknowledges that the motorcycle may not be fully insured.

It is recommended to have personal insurance covering motorsports, medical expenses, repatriation, and civil liability.

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## 9. LIABILITY WAIVER

The participant releases Morocco Desert Expedition from any liability in case of:

- Accident
- Injury

- Disability
- Death
- Loss or material damage

Even in cases of error, difficult conditions, or fatigue.

Liability Waiver Statement:

I, the undersigned, and my heirs, legal representatives, or successors, hereby release Morocco Desert Expedition, its owners, employees, suppliers, and affiliates from all claims, debts, lawsuits, and liabilities that may result directly or indirectly from participation in any aspect of the tours and rentals offered. I also release Morocco Desert Expedition from any loss, injury, death, or damage suffered by any person or property, regardless of the cause. Morocco Desert Expedition declines all responsibility for any delay, loss, damage, or injury occurring during the use of taxis, buses, or other means of transport, or during participation in the tour or training.

We require travel insurance with medical repatriation (Mondial Assistance or similar) covering all losses, damages, or theft of luggage and personal effects, personal injuries, accidents, illnesses, and repatriation.

I declare that I am fully aware of the inherent risks of motorcycle riding, that I fully understand the booking and cancellation conditions, and that I accept the terms and conditions concerning my reservation as well as the general terms of sale, which I have read and understood.

10. IMAGE RIGHTS

The participant authorizes the use of photos and videos.

11. APPLICABLE LAW

Moroccan law applies.  
Any dispute will be submitted to the competent Moroccan courts.

12. ACCEPTANCE

The participant acknowledges having read, understood, and accepted this contract.

Summary:

For a 5-day / 4-night motorcycle tour

..... €

Number of riding days: .....

Deposit by transfer: ..... €, paid on \_\_\_\_\_

Balance payable upon arrival: ..... €

Done at: \_\_\_\_\_

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

Participant's Signature:

(Read and approved, binding commitment)

Signature: \_\_\_\_\_