

ONE LOVE MULTISPORTS JA. LIMITED

PARTICIPANT AGREEMENT, LIABILITY RELEASE & CANCELLATION POLICY

Introduction

This Participant Agreement ("Agreement") is a binding contract between One Love Multisports Jamaica Limited ("the Organizer") and the Participant ("You"). It applies to all cycling vacations and events operated under Cycle Jamaica, Cycle Punta Cana, Cycle Caribbean, and any future Organizer brands. By booking, paying for, or participating in any Event, You acknowledge that You have read, understand, and agree to all terms herein.

Assumption of Risk

Cycling involves inherent risks, including traffic, road hazards, heat, rain, tropical storms, hurricanes, flooding, landslides, mechanical failures, illness, dehydration, collisions, animal encounters, equipment malfunction, and other unpredictable conditions. You voluntarily assume all risks, including injury, illness, permanent disability, death, and property damage.

Road Hazards & Local Conditions

Participants acknowledge that public roads in Jamaica, the Dominican Republic and wherever else our trips may take us, may include hazards such as potholes, uneven pavement, gravel, debris, narrow shoulders, stray animals, livestock, pedestrians, vehicles passing closely, and unexpected obstacles. These conditions may pose significant risks. The Participant accepts full responsibility for riding with appropriate caution and for maintaining safe control of their bicycle at all times.

Medical Fitness

You certify that You are physically and medically fit to participate and have no condition that would endanger Yourself or others. You agree to disclose relevant medical conditions, follow safety and hydration guidance, and understand the Organizer may remove You from participation if Your condition or behavior creates risk. Removal for safety reasons is without refund.

Safety & Participant Conduct

You agree to:

- Wear a helmet at all times
- Follow staff instructions, local traffic laws, and safety rules
- Remain in control of Your bicycle
- Not ride under the influence of alcohol or drugs
- Behave respectfully toward staff, participants, and the public

The Organizer may remove any Participant whose behavior is unsafe, disruptive, or non-compliant, without refund.

Alcohol Consumption & Personal Responsibility

Participants accept full responsibility for any injuries, accidents, loss, or damages arising from the consumption of alcohol during the Event. The Organizer assumes no liability for any incident where alcohol or personal intoxication is a contributing factor. The Organizer reserves the right to deny participation to any Participant who appears impaired, without refund.

Equipment Responsibility

You are responsible for Your bicycle and personal equipment at all times. If renting equipment, You accept full responsibility for any loss or damage.

Bicycles & Personal Property

Participants may bring their own bicycles and personal equipment to the Event. All bicycles, accessories, luggage, and personal belongings remain the sole responsibility of each Participant at all times. The Organizer will take reasonable care when transporting or handling bicycles; however, we cannot accept responsibility for loss, theft, or damage to any personal bicycle or equipment, whether occurring during transportation, loading or unloading, storage, hotel handling, mechanical assistance, bike fitting or tuning, or while riding. Any mechanical adjustments or assistance provided by our staff or contracted mechanics are offered as a courtesy. The Organizer does not accept responsibility for any damage, malfunction, or performance issues that may arise during or after such assistance. Participants are encouraged to ensure that their bicycle is properly serviced before travel and to consider separate bicycle insurance for high-value bikes, as the Organizer's insurance does not cover personal equipment.

Trip Cancellation, Credits & Insurance Requirements

You understand that You are financially responsible for all losses resulting from trip cancellation for ANY reason, including illness, injury, airline issues, work obligations, family emergencies, natural disasters, or other unforeseen circumstances.

The Organizer strongly recommends purchasing Trip Cancellation Insurance that covers the full value of Your trip. If you decline such insurance, You fully accept all financial risk — including all fees and penalties.

If the Organizer postpones an Event due to safety, weather, hotel disruption, or force majeure, this is not a cancellation. Declining the new dates is treated as a Participant cancellation, and all penalties apply.

All postponements and credits are discretionary, non-cash, and strictly non-transferable.

Force Majeure

No refunds or compensation will be provided for delays or disruptions caused by weather, hurricanes, storms, floods, hotel closures, political events, government actions, strikes, terrorism, civil unrest, or any circumstance beyond the Organizer's control. The Organizer may modify, postpone, or cancel portions of the Event at its discretion.

Weather & Environmental Conditions

Participants acknowledge that cycling in tropical climates involves exposure to heat, humidity, rain, strong sun, wind, and rapidly changing conditions. Events may proceed in varying weather, provided it is deemed safe by the Organizer. No refunds are offered for discomfort with heat, humidity, tropical rain, or normal seasonal conditions.

Organizer Cancellation

If the Organizer cancels an Event for reasons not related to force majeure, the Organizer's liability is limited to the value of payments received for the Event. The Organizer is not responsible for:

- Airfare
- Airline change fees
- Lost baggage
- Missed connections
- Third-party hotels
- Travel delays
- Additional meals or transportation
- Loss of vacation time
- Any incidental or consequential costs

Cancellation Policy

Penalties per person:

- 93+ days before arrival: US\$299 non-refundable deposit
- 92–63 days: US\$499 penalty
- 62–49 days: US\$699 penalty
- 32–48 days: US\$899 penalty
- 31 days or less: No refund

All payments, credits, deposits, and postponements are strictly non-transferable.

Non-Transferability

Bookings, payments, credits, and postponements cannot be transferred to another person, date, or event. Transfers are permitted only with explicit written approval from the Organizer.

Itinerary, Hotel & Service Substitution

The Organizer may change hotels, room categories, routes, guides, transportation providers, start/finish locations, or itinerary elements at any time. These substitutions are not grounds for any refund. Declining a substitution is treated as Participant cancellation with penalties.

Third-Party Vendor Policies

Many vendors—including hotels and transportation partners—operate under strict non-refundable policies. If the Organizer cannot recover funds already paid to suppliers, no refund will be issued, regardless of circumstance.

Goodwill Adjustments

Any partial refund, fee reduction, or credit offered by the Organizer is a discretionary gesture and does not establish future entitlement.

Mandatory International Medical Insurance

All Participants must have international medical insurance that includes:

- International medical coverage
- International air ambulance evacuation
- Medical repatriation
- 24/7 emergency assistance

Proof must be submitted before travel.

Failure to comply results in cancellation with full penalties.

Domestic insurance and credit-card benefits do not qualify.

Emergency Hospital Admission

Hospitals in Jamaica and the Dominican Republic often require:

1. A credit-card authorization or cash deposit (US\$1,000–\$5,000), and
2. Proof of international medical insurance

Insurance alone may not grant admission.

Participants must travel with sufficient available credit and accept responsibility for all medical expenses.

The Organizer is not responsible for the availability, quality, or outcome of medical care.

Medical Treatment Authorization

You authorize the Organizer, its staff, and medical personnel to arrange emergency medical care if necessary. All related decisions and expenses are Your responsibility.

Travel Documents & Entry Requirements

Participants are solely responsible for ensuring they possess valid passports, visas, travel authorizations, and any required health or vaccination documents. Failure to obtain proper travel documents does not constitute grounds for refund or penalty waiver under this Agreement.

Liability Release & Indemnification

You acknowledge by signing this document that you are assuming all risks and agree to indemnify, not to sue, and you agree to release and hold harmless the Organizer, Jennifer Hilton, One Love Multisports Ja Ltd, Holiday Services Ltd., One Love Cycling LLC, the Jamaica Tourist Board, the Jamaica Constabulary Force, Hotels, subcontractors, all transportation service providers, all attractions, tour guides, drivers, volunteers, sponsors, and all suppliers to the organizers from all liability for injury, illness, death, property damage, delays, or acts of third parties. You agree to indemnify the Organizer for any claims, damages, costs, or legal fees arising from Your actions. You understand that you are giving up substantial legal rights, and that this is a contract with legal and binding consequences. You understand that cycling is an inherently dangerous sport and fully realize the dangers of participation, whether as a rider, official, coach, mechanic, cycling guide, driver, volunteer, spectator or otherwise and fully assume all risks associated with my participation, Including, by way of example, and not limitation: dangers associated with man-made and natural jumps; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, the releasee's own negligence, and weather conditions; and the possibility of serious physical and/ or mental trauma or injury, or death associated with the event. For yourself, your heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") you hereby waive, release, discharge, hold harmless and promise to indemnify and not to sue the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), from any and all rights and claims including claims arising from the releasee's own negligence, to the maximum extent, which you have or which may hereafter accrue to you and from any and all damages which may be sustained by you directly or indirectly in connection with, or arising out of, your participation in or association with the event, or travel to or return from the event. You agree it is your sole responsibility to be familiar with the event course and agenda, the Releasees' rules, and any special regulations for the event and agree to comply with all such rules and regulations. You understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and you must continually ride and otherwise participate so as to neither endanger myself nor others. You accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this event.

You agree, for yourself and your Successors, that the above representations are contractually binding, and are not mere recitals, and that should you or your Successors assert a claim contrary to what you have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. You consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death you may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Media Release

You grant the Organizer permission to use your image, video, and voice for promotional purposes without compensation.

Governing Law & Arbitration

This Agreement is governed solely by Jamaican law. All disputes must be resolved by binding arbitration in Jamaica. No jury trials, class actions, or foreign lawsuits are permitted.

Minors & Parental Responsibility

Participants under the age of 18 ("Minors") may only participate with the signed consent of a parent or legal guardian ("Guardian"). The Guardian agrees to the terms of this Agreement on behalf of the Minor and accepts full responsibility for the Minor's safety, conduct, medical needs, and compliance with all Event rules. The Guardian also agrees to indemnify the Organizer for any claims, damages, injuries, or liabilities caused by the Minor during the Event. The Organizer reserves the right to decline participation of Minors if conditions or route difficulty are deemed unsuitable.

Participant Acknowledgment

By booking and electronically signing on WeTravel, or by signing directly outside of WeTravel, You acknowledge that You have read, understood, and agree to all risks, responsibilities, insurance requirements, cancellation policies, and liability releases in this Agreement. You make these contractual representations and agreements with your signature affixed to the current or the reverse signature page of this document, as applicable.