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These Terms and Conditions establish the general conditions applicable to the reservation and participation in motorcycle tours offered by Pan American Riders in Colombia.

This document sets out, among other matters, the participation requirements, reservation and payment conditions, security deposit, nature of the service, safety requirements, participant responsibilities, route and itinerary modifications, cancellations, refunds, and other conditions applicable to the provision of the service.

By booking and participating in a tour, the participant confirms that they have had the opportunity to read, understand, and accept these Terms and Conditions, as well as any other documents applicable to their participation.

These Terms and Conditions shall be read together with the contractual and safety documents applicable to each participant and type of tour.

1. REQUIREMENTS AND CONDITIONS TO PARTICIPATE

To participate in a Pan American Riders tour, each participant must meet the following requirements:

Valid Motorcycle Driving License

Participants must hold a valid motorcycle driving license issued by their country of origin and must carry the original physical license throughout the tour.

International participants may use a valid motorcycle driving license issued by their country of origin while visiting Colombia as tourists, provided they remain within the period authorized for their stay in Colombia. Participants must carry their passport with the corresponding tourist entry stamp or other official documentation confirming their lawful tourist status in Colombia.

Digital copies or photographs of the driving license are not accepted as a substitute for the original physical license.

Minimum Age

Participants must be at least 18 years of age.

Riding Experience

Participants must have prior experience riding motorcycles and be comfortable and competent operating a motorcycle in real-world traffic and road conditions.



Motorcycle touring involves inherent risks and may include mountain roads, curves, changing road conditions, variable weather, and extended riding days. Pan American Riders tours are not suitable for beginner or inexperienced riders.

Participants are responsible for honestly assessing their own riding experience and ability to safely participate in the tour.

Pan American Riders reserves the right to assess a participant's riding ability before or during the tour. If, in the reasonable judgment of the tour leader, a participant does not demonstrate the skills required to safely operate the motorcycle or participate in the tour, Pan American Riders may restrict or terminate the participant's participation for safety reasons.

Acceptance of Tour Requirements

Participants must provide accurate information regarding their riding experience and must review, sign, and comply with all documents, safety requirements, instructions, and participation conditions applicable to the tour.

Compliance with Instructions

Participants must follow the instructions of the tour leader and Pan American Riders staff throughout the tour, particularly those relating to safety, route, riding pace, group formation, stops, and emergency procedures.

Failure to meet these requirements, or failure to provide the required documentation, may result in Pan American Riders refusing or terminating the participant's participation in the tour. Where the participant's failure to meet the applicable requirements results in cancellation or termination of participation, no refund will be due.

2. RESERVATIONS AND PAYMENTS

A reservation is confirmed once the required reservation payment has been received by Pan American Riders.

Reservation Payment

The following reservation payments apply:

- **One-day tours:** USD 50
- **Multi-day tours:** 50% of the total tour price

Reservation payments are non-refundable and will be deducted from the total tour price.

For multi-day tours, the remaining balance must be paid in full before the tour begins, unless otherwise agreed in writing with Pan American Riders.



For one-day tours, the remaining balance must also be paid in full before the tour begins.

Currency and Exchange Rate

All prices are displayed in United States Dollars (USD) for reference and quotation purposes only. Payments are processed in **Colombian Pesos (COP)**.

The amount payable in Colombian Pesos will be calculated using the exchange rate applicable on the date of payment.

Payment Methods

Pan American Riders accepts the following payment methods:

- Cash in Colombian Pesos (COP)
- Credit or debit card, subject to a **4.5%** processing fee

Any applicable bank charges, international transaction fees, currency conversion fees, or other charges imposed by the participant's bank or card issuer are the responsibility of the participant.

Payment Completion

The full tour price must be paid before the tour begins. Failure to complete the required payment may result in cancellation of the reservation in accordance with the applicable cancellation policy.

3. SECURITY DEPOSIT

A refundable security deposit is required from each participant before the start of the tour. The security deposit is separate from the tour price and is not considered a payment for the tour.

Security Deposit Amounts

The following security deposits apply:

- **One-day tours:** USD 1,000
- **Multi-day tours:** USD 2,000

The security deposit must be provided before the tour begins and is subject to the terms and conditions established in the **Motorcycle Security Deposit and Responsibility Agreement**, which must be signed by the participant before participating in the tour.



Purpose of the Security Deposit

The security deposit serves as financial security for obligations arising from the participant's use and operation of the motorcycle as part of the motorcycle touring service. It may be applied, where applicable, toward:

- Damage to the motorcycle caused by the participant
- Loss of or damage to motorcycle accessories or equipment provided as part of the service
- Traffic fines, penalties, or other charges resulting from the participant's actions or violations
- Other reasonable and documented costs directly resulting from the participant's actions, negligence, or failure to comply with the applicable tour conditions

The security deposit does not constitute insurance and does not limit the participant's responsibility for costs exceeding the amount of the deposit.

Inspection and Refund

The motorcycle will be inspected after the tour. Provided that no amounts are due under the Motorcycle Security Deposit and Responsibility Agreement, the unused portion of the security deposit will be refunded to the participant.

If any amount is withheld from the security deposit, Pan American Riders will provide the participant with an explanation of the corresponding charge and, where reasonably available, supporting documentation.

If the costs or liabilities arising from the participant's actions exceed the security deposit, the participant remains responsible for the outstanding balance.

Refunds of the security deposit will be processed within up to ten business days after the final inspection of the motorcycle. The actual time for the funds to appear in the participant's account may vary depending on the payment method, bank, or card issuer.

4. NATURE OF THE TOURS

Pan American Riders provides organized motorcycle touring services in Colombia, with a tour leader accompanying the group throughout the tour. The service includes the organization and operation of the tour, the presence of a tour leader riding with the group, and the motorcycle provided to the participant as an integral component of the motorcycle touring service.

The tour leader accompanies and coordinates the group throughout the tour and provides operational support, route coordination, communication assistance, and translation when necessary. The tour leader's role is to accompany and coordinate the group and does not constitute a professional tourist guide service.



The motorcycle is provided exclusively for the participant's use during the scheduled tour and in accordance with the applicable tour conditions, route, itinerary, and instructions provided by Pan American Riders.

The motorcycle is not offered, provided, or made available as an independent motorcycle rental service. Participants may not use the motorcycle outside the scope of the tour or for purposes unrelated to the services provided by Pan American Riders.

Tour routes and itineraries are planned according to the characteristics of each tour and may be adapted to weather conditions, road conditions, participant needs, and safety considerations. Pan American Riders may make reasonable adjustments to the tour in order to maintain safe and proper operation.

5. ITINERARY AND ROUTE MODIFICATIONS

Pan American Riders plans each tour based on the agreed itinerary, route, riding conditions, and services included in the tour.

Routes, schedules, stops, riding distances, and other itinerary details may be modified when reasonably necessary due to weather conditions, road conditions, road closures, traffic, access restrictions, mechanical issues, participant needs, or other circumstances that may affect the safe or proper operation of the tour.

Traffic Restrictions and Local Regulations

Local traffic restrictions may apply in certain cities or areas of Colombia, including restrictions based on motorcycle license plates, dates, times, or vehicle type. These regulations may vary between cities and may be modified by local authorities after a tour has been booked. Pan American Riders may therefore adjust the route, timing, entry into certain areas, or planned stops when necessary to comply with applicable traffic restrictions and local regulations.

The tour leader may make operational decisions during the tour regarding route changes, riding pace, stops, delays, early returns, or other adjustments when considered necessary for safety or the proper operation of the group.

Participants are expected to follow reasonable instructions and adjustments made during the tour.

Reasonable modifications made for safety or operational reasons do not, by themselves, entitle participants to a refund.

Pan American Riders will make reasonable efforts to preserve the overall nature and purpose of the tour when changes are required. However, specific routes, destinations, activities, or schedules cannot be guaranteed when circumstances beyond the company's reasonable control affect their availability or safety.



6. PARTICIPANT BEHAVIOR AND SAFETY

Participants are responsible for conducting themselves in a safe, responsible, and respectful manner throughout the tour and for complying with the instructions provided by the tour leader and Pan American Riders staff.

Participants must:

- Ride responsibly and within their own level of experience and ability.
- Follow applicable Colombian traffic laws and regulations.
- Follow reasonable instructions regarding route, riding pace, group formation, stops, and other operational or safety matters.
- Maintain a safe distance from other motorcycles and avoid riding in a manner that may endanger themselves or others.
- Inform the tour leader of any mechanical issue, accident, illness, injury, or other situation that may affect their ability to safely continue the tour.

Reckless riding, dangerous maneuvers, racing, competitive riding, intentional disregard of safety instructions, or any other behavior that creates an unreasonable risk to the participant, other participants, third parties, or property is prohibited.

Participants must not operate the motorcycle while under the influence of alcohol, drugs, or any substance that may impair their ability to ride safely. If the tour leader reasonably believes that a participant is unable to safely operate the motorcycle, Pan American Riders may suspend or terminate the participant's participation for safety reasons.

Participants are responsible for any traffic fines, penalties, legal consequences, or other costs resulting from their own actions or violations of Colombian laws and regulations.

Failure to comply with these requirements may result in the participant being restricted from continuing the tour or having their participation terminated when reasonably necessary for safety or proper operation. In such circumstances, no refund will be due for the unused portion of the tour.

7. ACKNOWLEDGMENT OF RISKS

Motorcycle touring involves inherent risks that cannot be completely eliminated. Participants acknowledge that these risks may arise from riding a motorcycle, road and traffic conditions, weather, terrain, altitude, other road users, mechanical or technical issues, and other circumstances associated with motorcycle travel.

Tours may include mountain roads, curves, steep or uneven terrain, changing road surfaces, rain, fog, wind, cold temperatures at higher elevations, hot weather at lower elevations, and extended periods of riding.

Participants understand that conditions may change during the tour and that some risks may arise from circumstances beyond the reasonable control of Pan American Riders.



By participating in a tour, each participant confirms that they understand the nature of motorcycle touring and voluntarily accepts the inherent risks associated with the activity.

Participants must also review and sign the applicable Rider or Passenger Liability Waiver and Participation Agreement before participating in the tour. That document contains the specific terms regarding assumption of risk, responsibility, and liability applicable to the participant.

Nothing in these Terms and Conditions is intended to exclude or limit any liability that cannot legally be excluded or limited under applicable Colombian law.

8. PHYSICAL AND MENTAL FITNESS

Participants are responsible for ensuring that they are physically and mentally capable of safely participating in the tour.

Motorcycle touring may involve extended riding days, variable weather conditions, mountain roads, altitude, physical fatigue, and changing road conditions. Participants should consider these factors when assessing their ability to participate.

Participants must inform Pan American Riders before the tour of any medical condition, physical limitation, medication, or other relevant circumstance that could reasonably affect their ability to safely participate in the tour.

Participants must not begin or continue riding if they are experiencing illness, excessive fatigue, impairment, or any other condition that may affect their ability to operate the motorcycle safely.

If the tour leader reasonably determines that a participant is not fit to safely continue riding, Pan American Riders may restrict or terminate the participant's participation for safety reasons.

Participants remain responsible for making appropriate decisions regarding their own physical and mental condition and for seeking medical advice when necessary.

9. INSURANCE

The motorcycle provided as part of the motorcycle touring service includes the mandatory Colombian SOAT (Seguro Obligatorio de Accidentes de Tránsito).

The SOAT is the only insurance coverage provided by Pan American Riders. It is intended to provide the coverage required under Colombian law and does not constitute comprehensive medical, travel, motorcycle, personal accident, or trip cancellation insurance.



Pan American Riders does not provide international travel or medical insurance for participants. Participants are strongly advised to obtain appropriate travel insurance before the tour, including medical coverage and, where available, coverage for motorcycle riding activities, emergency medical treatment, evacuation, and repatriation.

Participants are responsible for verifying that their insurance policy covers the activities included in their tour and for understanding its terms, exclusions, limits, and claim procedures.

Any costs not covered by the applicable insurance or SOAT may remain the responsibility of the participant, subject to applicable Colombian law.

10. PROTECTIVE GEAR

The use of appropriate protective gear is mandatory throughout the tour, subject to applicable Colombian laws and regulations.

For one-day tours, Pan American Riders may provide basic riding gear, such as a helmet, riding jacket, and gloves, subject to availability and applicable conditions.

For multi-day tours, participants are strongly encouraged to bring their own complete motorcycle riding gear, including a properly fitted helmet, riding jacket, gloves, riding pants, and appropriate motorcycle boots.

The use of a helmet and any other protective equipment required by Colombian law is mandatory. Participants must also comply with any legal requirements regarding reflective clothing or other safety equipment applicable to the time, location, or riding conditions.

Protective equipment provided or recommended by Pan American Riders beyond what is legally required may be declined by a participant at their own discretion. In such cases, the participant acknowledges that the decision not to use recommended protective equipment is their own responsibility and that Pan American Riders cannot be held responsible for risks or injuries that may be associated with the participant's voluntary decision not to use such equipment, to the extent permitted by applicable Colombian law.

Participants are responsible for ensuring that their personal protective equipment is suitable, properly fitted, in good condition, and appropriate for the riding conditions expected during the tour.

Pan American Riders may refuse or restrict participation if a participant does not have or use the protective equipment required by Colombian law or any additional equipment that Pan American Riders reasonably determines is necessary for safe participation in the specific circumstances.

The use of protective gear does not eliminate the inherent risks associated with motorcycle touring and does not guarantee protection against injury.



11. CANCELLATION AND REFUND POLICY

Cancellation policies vary depending on the type of tour booked. Cancellation requests must be communicated to Pan American Riders in writing.

One-Day Tours

The USD 50 reservation payment is non-refundable, subject to any mandatory rights provided by applicable Colombian law.

If a participant cancels more than 24 hours before the scheduled tour start time, any amount paid toward the remaining tour balance may be refunded.

Cancellations made within 24 hours of the scheduled tour start time are non-refundable, subject to any mandatory rights provided by applicable Colombian law.

Failure to attend the tour without prior notice, or arriving unable to participate due to failure to meet the applicable participation requirements, will be considered a no-show. In accordance with applicable Colombian law and the agreed terms of the reservation, the applicable reservation payment or advance payment may be retained.

Multi-Day Tours

The 50% reservation payment is non-refundable, subject to any mandatory rights provided by applicable Colombian law.

If a participant cancels more than 30 days before the scheduled tour start date, any amount paid in excess of the non-refundable reservation payment may be refunded.

Cancellations made within 30 days of the scheduled tour start date are non-refundable, subject to any mandatory rights provided by applicable Colombian law.

Failure to attend the tour without prior notice, or arriving unable to participate due to failure to meet the applicable participation requirements, will be considered a no-show. In accordance with applicable Colombian law and the agreed terms of the reservation, the applicable reservation payment or advance payment may be retained.

Statutory Consumer Rights

Nothing in this cancellation policy limits or excludes any mandatory rights granted to consumers under Colombian law.

Where applicable, participants may exercise their statutory right of withdrawal (derecho de retracto) in accordance with Article 47 of Law 1480 of 2011 and any applicable amendments or regulations.



Where the right of withdrawal applies, Pan American Riders will process the refund in accordance with the legally applicable requirements and time limits.

Any financial, banking, card, or payment processing costs that must legally be borne by Pan American Riders in connection with the exercise of a statutory right will not be charged to the participant.

Participants may also have rights to a refund, compensation, or another service of equivalent quality where Pan American Riders fails to provide the services offered or agreed, as provided by applicable Colombian law.

Cancellations by Pan American Riders

If Pan American Riders is required to cancel a tour before it begins due to circumstances that make the tour impossible or unsafe to operate, Pan American Riders will refund the amounts paid for the cancelled tour, subject to applicable Colombian law.

Where a tour is cancelled or a service cannot be provided due to circumstances beyond the reasonable control of Pan American Riders, the refund will correspond to the amounts applicable to services not provided, in accordance with the circumstances of the cancellation and the requirements of applicable Colombian law.

Any refund will be processed through the payment method reasonably available for the original transaction or through another legally permitted method agreed with the participant.

Refund Processing and Financial Charges

Where a refund is applicable under this cancellation policy, Pan American Riders will process the corresponding refund within the period required by applicable Colombian law or, where no mandatory period applies, within a reasonable administrative period.

For voluntary cancellations made by the participant under the commercial cancellation policy, any bank charges, international transaction fees, currency conversion costs, or other charges imposed by the participant's bank, card issuer, or financial institution in connection with the refund may remain the participant's responsibility, where legally permitted.

This provision does not apply where applicable Colombian law requires Pan American Riders to bear the costs associated with the refund, including refunds resulting from the exercise of a statutory right of withdrawal or from an applicable legal remedy for failure to provide the contracted service.

Security Deposit



The security deposit is separate from the tour price and is not subject to the cancellation terms above.

Any applicable refund of the security deposit will be handled in accordance with the Motorcycle Security Deposit and Responsibility Agreement.

12. USE OF IMAGES AND VIDEOS

Pan American Riders may take photographs or videos during tours for documentation, promotional, marketing, or communication purposes.

Any use of a participant's recognizable image, likeness, voice, or other identifiable appearance will be subject to the separate Photo & Video Authorization signed by the participant.

Participants may choose whether to grant authorization under that document. Refusing authorization will not affect their ability to participate in the tour.

The Photo & Video Authorization establishes the specific terms and conditions applicable to the use of images and videos and forms part of the documentation associated with the participant's tour.

13. CONTRACTUAL DOCUMENTS

The documents applicable to each participant's tour form part of the terms and conditions governing their participation with Pan American Riders.

Depending on the type and circumstances of the tour, these documents may include:

- Rider Liability Waiver and Participation Agreement
- Passenger Liability Waiver and Participation Agreement, where applicable
- Photo & Video Authorization
- Motorcycle Security Deposit and Responsibility Agreement
- Tour Preparation Guide and other documents or instructions provided by Pan American Riders before or during the tour

Participants are responsible for reviewing and signing the documents applicable to their participation before the tour begins.

The documents applicable to the participant should be read together with these Terms and Conditions. If there is a specific provision in a separate signed agreement that directly addresses a matter covered by these Terms and Conditions, the specific provision of that signed agreement will apply to that matter.

By completing the required documents and participating in the tour, the participant confirms that they have had the opportunity to review the applicable terms, requirements, and safety information provided by Pan American Riders.



14. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions and the services provided by Pan American Riders are governed by the laws of the Republic of Colombia.

Pan American Riders is based and operates from Manizales, Caldas, Colombia. Any legal matter arising from or related to the services provided by Pan American Riders will be subject to the applicable laws and competent authorities of Colombia.

To the extent permitted by applicable law, the courts and competent authorities in Manizales, Caldas, Colombia, will have jurisdiction over disputes arising from or related to these Terms and Conditions or the services provided by Pan American Riders.

Nothing in this section is intended to limit any mandatory rights or protections that participants may have under applicable Colombian law.

