

**ITALY BY VESPA
ACKNOWLEDGMENT & RELEASE**

Please complete this form and return it via fax to 303.329.6577 or via mail to: Italy by Vespa 5420 S. Quebec St., Suite 204, Englewood, CO 80111-1904.

I, the undersigned _____ (hereafter "Guest"), acknowledge and agree as follows:

I. VESPA SCOOTER RENTAL & USE

- (1) Guest will take delivery of a Vespa ET4 125cc Vehicle, Registration Number _____ (to be completed on location in Italy) with License Plate Number _____ (to be completed in Italy) (hereafter the "Vespa").
- (2) The Vespa delivered to Guest is the property an Italian entity or of Urban Catalyst DBA Urban Catalyst LLC DBA Italy by Vespa (hereafter "Italy by Vespa").
- (3) The Vespa delivered to Guest will be in good working order, duly registered and licensed pursuant to Italian law, and covered by liability insurance as required under Italian law.
- (4) Guest will return the Vespa to Italy by Vespa at the completion of the tour, or upon request by Italy by Vespa, in the same conditions as received, except normal wear and tear. Italy by Vespa may take all legal action as appropriate against Guest, in any jurisdiction and as it deems suitable, if Guest fails to return, does not return on time, or returns the Vespa in damaged condition to Italy by Vespa, unless otherwise expressly stated herein.
- (5) Guest's deductible for Vespa scooter damage is up to \$4,500.00 and will be charged to Guest's credit card in the event that the Vespa is damaged while in Guest's possession or use for actual damage. In the event Guest damages a Vespa scooter and it cannot be ridden, no assurances are made for a replacement. Guest will be provided with a detailed bill of the cost, including any time out of service at \$200.00 per day, to complete repairs with a maximum of \$4,500.00. Guest's personal auto policy may extend coverage here.
- (6) In addition to any other type of notice, Guest will notify Italy by Vespa, by registered or certified mail, postage prepaid, return receipt requested, of theft or any loss relating to the Vespa, and enclose a copy of any complaint or report to the law enforcement authority in connection thereto.
- (7) Italy by Vespa reserves the right to restrict Vespa usage to Guests with a minimum inseam of 27" in order to ensure the safety of our Guests while riding the scooters.
- (8) Italy by Vespa welcomes children on its tours. Children of the proper age of 16, inseam length and experience may be allowed to ride their own scooter but must

have a valid driver's license. Otherwise, children may be allowed to ride with a parent, Italy by Vespa guide, or in the Italy by Vespa van.

- (9) Guest will use the Vespa in accordance with its operation and maintenance manual (which manual Guest will review), in conformity with the traffic regulations of Italy, and will use reasonable care as a lessee of the vehicle pursuant to Italian law.
- (10) Safety is Italy by Vespa's first priority. Guests wishing to drive their own scooters have certain responsibilities to Italy by Vespa and to other trip members. Guests are responsible for understanding the conditions implied in the Trip Itinerary and selecting a trip in consultation with Italy by Vespa that is appropriate to their interests and abilities, and for preparing for the trip by having a competent skill in riding a motorscooter safely at speeds up to 45 miles per hour. Italy by Vespa sales representatives conduct a verbal screening for ability to drive a scooter at the time of booking. The Italy by Vespa tour leader, at his or her discretion, will have the authority to issue binding recommendations on the extent of participation (including, without limitation, instructions that a Guest not participate or cease participation in the Vespa tour) of Guests on the Vespa tour if the leader feels that the person's further participation may be detrimental to other trip members or to the individual. No assurance can be made to ride on someone else's scooter. Refunds are not given under such circumstances.
- (11) Guest will always wear the helmet provided by Italy by Vespa, as required by Italian law, while operating the Vespa throughout the duration of the tour.
- (12) Guest will not be allowed to ride the Vespa independently outside of the Italy by Vespa guided tour activities.
- (13) Guest will be provided with a Vespa scooter orientation program on location in Italy to be carried out by an Italy by Vespa-designated individual ("Italy By Vespa Mentor"), including road rules and safe use of the Vespa scooters, for the purpose of evaluating Guest on his/her proficiency and knowledge of road rules and safe use of Vespa scooters. The Italy by Vespa Mentor will assess Guest's ability to participate in the Vespa tour with an emphasis on safety.
- (14) Italy by Vespa will also provide supplemental orientation to Guest if Italy by Vespa (at its sole discretion) deems to have such need, so that Guest may quickly achieve adequate scooter use and road-rules proficiency level to join the group for the duration of the Vespa tour.

II. MEDICAL & HEALTH

- (1) It is vital that persons with medical problems make them known to us well before departure. The trip leader has the right to disqualify anyone at any time during the trip if he or she feels the trip member is physically or mentally incapable and/or if a trip member's continued participation will jeopardize the individual involved or the group. Refunds are not given under such circumstances. Hospital facilities for serious problems are often unavailable and

evacuation can be prolonged, difficult, and expensive. Italy by Vespa assumes no liability regarding provision of medical care.

III. DELAYS AND COST INCREASES

- (1) The cost of delays is not included if any trip must be delayed due to bad weather, river levels, road conditions, transportation delays, government intervention, sickness or other contingency for which Italy by Vespa or its agents cannot make provision. Between that time and the time of the trip's actual departure, we are occasionally faced with significant cost increases that we cannot absorb, i.e. international currency fluctuations or increases in cost of services. We regret this situation, and we do everything we can to avoid raising prices, but sometimes it is unavoidable. We will do our best to limit such increases and will notify you at least two months before departure.

IV. INSURANCE

- (1) The trip cancellation insurance is an optional cost of your Italy by Vespa tour combines trip cancellations (for medical reasons) and interruption coverage, baggage loss protection, and medical coverage along with emergency evacuation coverage. We can automatically add the cost of insurance coverage as an item on your invoice. It is effective the day the policy is issued and only after payment in full for the booking and travel departure details have been provided and beneficiary in writing. Please note that deposits are not applied toward your insurance premium. Passengers who do not wish this insurance coverage need only notify Italy by Vespa by the time of final payment, and we will remove the charge from the invoice.
- (2) A basic medical expense and evacuation insurance plan is optional for you when you sign up for an Italy by Vespa tour. You agree to release Italy by Vespa for any injuries sustained as a result of this rental and ride at your own discretion.
- (3) Your deductible for scooter damage is up to \$4,500.00 and will be charged to your credit card **in the event that the scooter is damaged** while in your possession or use. In the event you damage your scooter and it cannot be ridden, no assurances are made for a replacement. You will be provided a detailed bill of the cost, including any time out of service at \$200.00 per day, to complete repairs with a maximum of \$4,500.00 Your personal auto policy should extend coverage here.

V. CANCELLED TRIPS

- (1) Italy by Vespa reserves the right to cancel any trip due to inadequate sign-up or other cause that makes the trip economically unfeasible for us to operate, but will inform you at least 30 days prior to departure. In such case, a full refund of Land Cost is given, but Italy by Vespa is not responsible for additional expenses incurred by members preparing for the trip (i.e. nonrefundable "Advance

Purchase" air tickets, visa fees if applicable, clothing, equipment, medical expenses, etc.).

VI. LIMITATIONS OF LIABILITY

- (1) In many cases, suppliers of tour services are independent contractors to Italy by Vespa, not its employees. For example, we use independent ground operators, tour guides, hotels, transportation companies, drivers, airlines, and other suppliers. Because we do not own, operate, manage, control, or supervise these entities, we cannot be liable for any acts or omissions, including any negligence, gross negligence, or reckless or willful acts on their part. Italy by Vespa, its owners, agents, directors, shareholders and employees assume no responsibility for any injury, loss, damage, delay, or death to person or property arising from the negligent or willful act or failure to act of any person who is to or does provide goods or services for a trip or for the action or inaction of any other third party.
- (2) Without limitation, Italy by Vespa is not responsible for acts of God, equipment failures, vehicle accidents, illness from food or otherwise, detention, assaults, theft or criminal activity, annoyance, delays, quarantine, strikes, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transit or hotel services over which it has no control.
- (3) Italy by Vespa is not to be held liable for payments or any refund for unused hotel accommodations or meals occasioned by such late arrivals at the hotels holding rooms as per confirmed itineraries.
- (4) Italy by Vespa and its agents act only as agents for reservations concerning hotels, transportation, and sightseeing activities and do not guarantee the psychological satisfaction of its clients for these reservations.
- (5) Italy by Vespa and its agents assume no responsibility for any liability due to schedule and/or time changes of airlines, transfer companies or trains. It is the clients' responsibility to reconfirm and verify times at least 72 hours prior to departure.
- (6) Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well being of the passengers. The right is reserved to substitute hotels, alter the itinerary, and reverse the order of places to be visited. Italy by Vespa will keep you informed of any necessary changes in a timely fashion.
- (7) Guest will, to the fullest extent permitted by law, now and forever release and acquit Urban Catalyst DBA Urban Catalyst LLC DBA Italy by Vespa and its subsidiary, Urban Catalyst LLC DBA Italy by Vespa, from any type of action, suit, proceeding, or claim wherever, however and by whomever brought, of a civil, criminal or administrative nature (collectively, "Claims"), related to his/her use of the Vespa and the content of this acknowledgement.

- (8) Guest will, to the fullest extent permitted by law, indemnify Urban Catalyst DBA Urban Catalyst LLC DBA Italy by Vespa and its subsidiary, Urban Catalyst LLC DBA Italy by Vespa., from any Claims from any third party related to his/her use of the Vespa, whenever and however brought.
- (9) Should a provision of this acknowledgment be deemed invalid (including, without limitation, invalidity due to violation of public policy), such invalidity shall not affect the remaining provisions which will continue in full force and effect.
- (10) The Italian Civil Code and other applicable Italian laws shall govern all matters not set forth in the present acknowledgement and its interpretation, construction and enforcement. The sole forum for the resolution of any and all disputes in connection with the present acknowledgement shall be the Courts of the Republic of Italy located in Pisa, Italy.

VII. ARBITRATION OF ALL CLAIMS AND DISPUTES

- (1) **READ CAREFULLY AND DO NOT SIGN UNLESS YOU CONSENT TO ALL TERMS:** Guest agrees that all disputes and claims, whether at law or equity, for any and all possible cause or causes of actions, shall be resolved solely through binding arbitration as the exclusive forum, under the rules of the American Arbitration Act of 1929. By signing this instrument, Guest waives his/her/their right to trial by a jury. All decisions of the Arbitrator shall be **legally binding** and **non-appealable**, except in cases of fraud or collusion on the part of the arbitrator. Arbitration shall occur in the United States of America, within the State of Colorado. Each party shall bear its own attorney fees and costs in any arbitration claim, unless the arbitrator determines otherwise. This clause may not be altered or revised.

(2)

SCOOTER DAMAGE AND REPLACEMENT AGREEMENT

Credit Card deposit for scooter damage deductible (circle MasterCard or Visa):

MasterCard / Visa _____ - _____ - _____ - _____ Expiration ____/____ (must be after your tour date)

3 Digit security code _____ Billing Zip Code _____

I agree to the terms as stated above, and I agree to pay the above-mentioned cost according to the card issuer agreement.

Signature _____ Date ____/____/____

Print Name _____

THIS RELEASE AND DAMAGE AGREEMENT IS ACKNOWLEDGED AND AGREED THIS _____ DAY of _____, 20__ .