## **Ride Policies and Refunds and Cancellations Policy**

### **Ride Policies**

• Riders are expected to have a positive attitude, be congenial with other tour participants, be flexible when things don't turn out as expected and cooperate with the ride leader, sag drivers and other riders in the course of the ride. Riders who fail to conform to these expectations will be asked by the tour leader to leave the tour at their own expense. Such riders may not be able to register for future tours at the discretion of the HeartCycle board.

• The Tour Leader(s) may, at their sole discretion, remove a rider from the tour forthwith and with no refund in the event the rider is disruptive to the group or leaders, the rider is not prepared for the requirements of the ride or exhibits habitual careless cycling practices, or there are roommate disputes (see General Procedures (web link) for additional detail.

## **Refunds and Cancellations Policy**

• Colorado HeartCycle is a non-profit volunteer organization and offers high quality tours at the lowest possible price. Colorado HeartCycle must make financial commitments well before any tour begins, and late withdrawals from tours can cause significant losses

- Refund and Cancellation requests must be made in writing and directed to the Registrar. Email is acceptable.
- If you cancel:

o 90 plus days before a tour starts, you will receive a full refund less a \$50.00 handling fee. o 60-90 days before a tour starts, you will receive all monies paid for the tour, EXCEPT for 50% of the tour deposit. o Less than 60 days before the start of the tour:

• No refunds will be granted for a cancellation and the full tour fee is payable.

• Some tours may have more restrictive cancellation policies and the rider should review them in the Tour Brochure and on the Web site tour description.

- Membership dues are not refundable.
- Also, if Colorado HeartCycle is able to replace you with someone from a trip waiting list, you may receive a full refund minus at least a \$50.00 handling fee.

### **Force Majeure**

• HeartCycle does not accept liability for any loss, damage or expense resulting from a force majeure event. Force majeure means any unusual or unforeseeable circumstance beyond our reasonable control or the control of our suppliers, the consequences of which neither we nor our suppliers could avoid even with all due care, including, but not limited to, war or terrorist activities, threatened or actual, civil unrest, riot, industrial action, threatened or actual, adverse weather conditions, fire, flood, drought, natural or nuclear disaster, closures, unforeseen alterations to public transport schedules, changes imposed by rescheduling of aircraft or boats, unavoidable technical problems with transport, machinery or equipment, power failure, epidemic or outbreaks of illness, which either delays or extends the tour, compels a change in arrangements or its cancellation. In the event of cancellation of a Tour due to force majeure, after payment of all required Tour expenses, and at the discretion of the Board of Directors, HeartCycle will distribute any remaining funds derived from the cancelled Tour's transactions, pro rata to riders registered on the cancelled tour.

# • The HeartCycle board reserves the right to modify and/or waive these policies in accordance with the best interests of the club, as determined in the sole discretion of the Board.

**Trip Cancellation Insurance** Please note that at the discretion of the Board of Directors, Colorado HeartCycle may cancel any trip. We will always try to give as much advance warning as possible about such a possibility or about an

actual cancellation. Also, if you cannot participate in a trip that you have registered for due to unforeseen circumstance a refund may not be available. See the above Refunds and Cancellations Policy. For these and other reasons, you are advised to consider trip cancellation insurance. HeartCycle does not recommend any particular policy, and you should inquire carefully about coverage and conditions. For a comparative analysis of travel insurance companies and their policies you may consider www.insuremytrip.com. Or you can call them at (800) 487-4722. HeartCycle does not endorse, recommend, or make any representations about the above website.

#### **Single Supplement Policy**

"Non-riding companions: At the discretion of the tour leader, a

registering rider may request a private room at the Single Supplement fee and be allowed to share the room with a non-riding company. Both the registering rider and the non-riding companion must be HC members. The non-riding companion must provide their own transportation to tour destination throughout the tour and is not considered to be an official tour participant. Thus, the SAG services are not intended for non-riding companion. Participation in non-riding events (group dinner, special events) is at the TL discretion and must be paid for by the non-riding companion."

#### A12: E-bike Guidelines

(generally applicable to Tandems as well)

E-bikes are rapidly becoming accepted and used in the bicycling community and by club members. HeartCycle is receptive to E-bikes suitable for our tours, on a tour-by-tour basis. Because of the rapid evolution of E-bikes, the following are initial guidelines only, and may be subject to change.

1. Acceptance of E-bikes (on tour, and transportation on a vehicle) will be made on a tour-by-tour basis, and will be at the discretion of the Tour Leader(s). If you wish to use an E-bike, you must contact the Tour Leader and obtain their consent.

2. Presently, we consider E-bikes to be inconsistent with tours rated our Advanced or Expert, and prefer to retain these slots for riders on regular road bikes.

3. Only "pedal assist" type E-bikes will be allowed (only using a battery when needed to assist the rider). These "Class One" E-bikes should provide assistance only to 20 mph, and must be consistent with state laws for operation on bike paths and streets of the state where the tour is operated.

4. Generally, our bike racks are not rated for the weight of E-bikes (most weight 38-45 lbs). Our Sprinter rack is rated to 34 lbs/bike, and our portable racks are rated for less. As a result, if an E-bike cannot be ridden, it will need to go inside the SAG vehicle. E-bikes over 45 lbs (25kg) will not be considered. Generally, our Sprinter and rental trucks can only accommodate 1 such bike at a time, and on some tours E-bikes may not be able to be accommodated at all.

5. The E-bike participant needs to be able to (themselves or with a riding partner at the time of need) place the Ebike into a SAG vehicle when necessary (and allowed) without the assistance of a SAG driver. 6. The E-bike needs to have sufficient battery capacity to assist the rider to complete the longest day in the tour description. Extra batteries may be (at the Tour Leader's discretion) carried in a support vehicle, but even then the E-bike must be able to make it between SAG stops, for which the vehicle will stop, without any recharge capability en route during the day. 7. HeartCycle will not provide spare parts or maintenance support for E-bikes. 8. E-Bike riders are expected to follow the same club (and tour) requirements as other riders, including wearing a helmet and following traffic laws at all times.