



RELEASE OF LIABILITY: USE OF VESPA, RENTAL AGREEMENT AND INSURANCE

PLEASE READ CAREFULLY AND COMPLETE - THIS AFFECTS YOUR LEGAL RIGHTS



I [] as the main driver, by acquiring a Vespa Tour/Rental, I subscribe to the following rental agreement, for the time I will use the vehicle (i.e. from the moment that the vehicle is handed over to me by the Tour Operator representative, to the moment that the tour is terminated, as per the declaration of the Tour Operator representative). In exchange for the activity organized by Authentic Italy Adventures srl mentioned below as Tour Operator, I AGREE to the following:

- **I CERTIFY THAT I DO, IN FACT, KNOW HOW TO RIDE A VESPA**, and I am capable of maintaining control of myself and my car under normal conditions, including, but not limited to, traffic and little up-hill and down-hill sections. **I CERTIFY THAT I AM THE HOLDER OF A DRIVING LICENSE, ISSUED BY MY OWN COUNTRY STATE** which allows me to be driving in Italy a 50cc/125cc motor scooter/vespa.
- **I CERTIFY** that I am in good health, and free from any type of heart conditions or ailment that may be aggravated by strenuous activity.
- **I UNDERSTAND THAT RIDING A VESPA IS AN INHERENTLY DANGEROUS ACTIVITY**, even when approached with caution, and that there are many unseen hazards on the road, and **I ASSUME ALL RISKS ASSOCIATED WITH THIS ACTIVITY**, including but not limited to: falls, the effects of weather, including high humidity and/or heat, traffic and conditions of the road, and all such risks being known and appreciated by me.
- **I AGREE TO OBSERVE AND OBEY ALL POSTED RULES AND WARNINGS** and further agree to follow any written and oral instruction or directions given by the tour guide/leader, or the employees, representatives or agents of the Tour Operator **INCLUDING THEIR RIGHT OF FINAL JUDGMENT IN CLIENT PARTICIPATION OF ACTUAL VESPA DRIVING OR IN CLIENT BEING PASSENGER, OR TO DISCONTINUE SCOOTER/VESPA USE AT ANY POINT OF THE TOUR.**
- **I ASSUME FULL RESPONSIBILITY for PERSONAL INJURY TO MYSELF AND (if applicable) TO MY FAMILY MEMBER AND/OR PASSENGERS** and of any costs incurred thereof, in the event of an accident, and I further release and discharge the Tour Operator for injury, loss, damage, arising out of my or my family's use of vehicles or facilities of the Tour Operator, whether caused by the fault of myself, my family/passenger.
- **I AM FULLY AWARE THAT MYSELF AND MY FAMILY MEMBERS(S), AND/OR PASSENGER(S), ARE COMPLETELY RESPONSIBLE** for their own medical expenses and I (we) should be traveling with a medical coverage, either provided, my own state one or a personal one in case my own state should provide it. I will NEVER claim any sum to the Tour Operator and the entire organization for any medical fees or personal injuries, either temporary, permanent, caused to myself and or family members and or my passengers(s).
- **I AM AWARE THAT INTERRUPTING THE VESPA USE AT ANY POINT AND FOR ANY REASON**, including but not limited to the Tour Operator guide employees or representatives' judgment of not being able to drive, my own decision, or any accident that may happen before, during or after the tour, that might result in the interruption of my tour at all, will not grant me, my family members(s) and or passengers any reimbursement at any point. Neither full or partial.
- **I AM AWARE** that the vespa is provided for my use only by the Tour Operator, for the only purpose and length of this activity, and that the Tour Operator remains the only owner of it. I will follow the riding path decided by the Tour Operator, and will never disrespect the organization by leaving the group and the tour leader, neither not following the directions given. I will keep due diligence and due care to avoid harm to other persons.
- **I ASSUME ALL RESPONSIBILITY FOR DRIVING THE VESPA ASSIGNED and FOR EVENTUAL DAMAGES** that may be caused by me and my family member(s) and/or passenger on my vespa if due to a NOT normal care, diligence or NON following the instructions given. I am fully aware that damaging the vehicle might imply a high cost of repairation applied to my person. In the event of loss, damage of any kind to or incurred by the vehicle, even if the result of a theft or in the event of an accident during the rental period, **I agree to pay in full** the amount corresponding to the loss, damage, and connected expenses requested by the Tour Operator as compensation. I must pay (or reimburse, if the Tour Operator has paid in advance) at the straight forward request of the Tour Operator :
 - a) charges for exemption from damage to scooter, on the basis of the tariffs set out below, if accepted;
 - b) any charges for compensatory penalties for the damage referred to in the following points;
 - c) a charge for failure to return the vehicle, equal to the full price of the vehicle itself (€ 3.500);
 - d) costs incurred for the late payment of the amounts due. The Customer will also be obliged, in connection with the recovery of credits, to pay all legal costs, whether in or out court, incurred by the Tour Operator for the recovery of sums outstanding;
 - e) any fines, penalties, legal or other costs which the Tour Operator is obliged to pay by law, as well as the related operating costs incurred in recovering sums owed, stemming from the use of the vehicle during the rental period, unless such costs and charges are attributable to the Tour Operator, in such circumstances however, neither me, nor any other person, will be relieved of direct liability towards any involved for my illegal conduct.

Front or Rear Blinker R/L	€ 80.00	Front Mask	€ 90.00	Front Mudguard	€ 250.00	Mirror R/L	€ 70.00
Front Led Right	€ 200.00	Side Shell R/L	€ 400.00	Footboard Strip R/L	€ 45.00	Rear Light	€ 70.00
Silver Shield Edge R/L top	€ 70.00	Front Shell	€ 400.00	Handlebar	€ 400.00	Brake Level R/L	€ 20.00
Muffler	€ 185.00	Bodywork Painting	€ 350.00	Fine Administration fee	€ 20.00	Tow Truck support	€ 100.00

*Mechanical labor and vat not included in the above prices. Prices may also vary in the event of an increase in raw materials which are out of the Tour Operator control.

I AUTHORIZE the Tour Operator to debit the amount of € 500.00 per vehicle on my credit card as a security deposit before the tour/rental & subsequently any relevant amount in the event of any damages/fines as per the above

c/c TYPE: VISA MASTERCARD

(No prepaid card/ no American express /no Debit accepted)

[]	[]	[]	[]
NAME ON THE CARD	NUMBER	EXPIRY DATE	CCV

I understand that I will be responsible of paying for any damages caused by the person undersigning the rental agreement and driving the vehicle:

X []
CARD HOLDER Signature

EXEMPTION FROM LIABILITY

In keeping with and within the limits envisaged by the law, the Tour Operator is not obliged to take care of or return my property, and cannot, therefore, be held liable for loss or damage to objects transported, abandoned or left in the vehicle, either during or after the rental period. Objects left in the vehicle after it has been returned shall be treated having been abandoned. The Tour Operator may not be held responsible towards me or other persons I have transported, for any damage, or problems of any type stemming from or in any event connected with the delayed return if the rented vehicle, accident or force majeure, or any cause beyond the control of The Tour Operator.

THIRD PARTY INSURANCE AND VEHICLE DAMAGE

Authentic Italy Adventures srl provides THIRD PARTY insurance on each vehicle. The company compensates for damages up to the amount indicated in the policy (so-called ceilings); by law, the minimum limit for the claim is € 6,070,000 FOR PERSONAL DAMAGES and € 1,220,000 FOR PROPERTY DAMAGES regardless of the number of people and things involved

FINAL ACKNOWLEDGE AND SUBSCRIPTION

The undersigned, for myself and anyone entitled to act on my behalf, completely waive and release the Tour Operator, its associates, representatives, agents, employees and guiding personnel of any and all claims, causes of action or liabilities, that I may now or hereafter have, arising out or alleged of making a false statement and of the negligence of carelessness on the part of the person named in this self-declaration.

PRIVACY

I am informed that pursuant to legislative Decree no.196/03 and subsequent amendments and additions thereto, the data I supplied may be handled in keeping with the legislation. This data will be used for economic purposes by the company the Tour Operator. Furthermore, the data may be used by the Tour Operator to permit the competent authorities to send formal notice to a customer responsible for a violation of the Highway Code or of any other legislative provision. Data will be handled using instruments I may at any time obtain the information referred to in art. 7 of the privacy code and exercise his rights by sending a registered letter to: the Tour Operator, via Romana 132R, 50125 Firenze

[]	[]	[]
Email Address	DATE	Signature

NO. []