

OFFROAD SHERPA

Terms & Conditions | Effective September 16, 2026

1. Agreement and Scope

These Terms and Conditions govern bookings, purchases, accounts, website use, and services offered by Offroad Sherpa LLC, doing business as Offroad Sherpa ("ORS," "we," "us," or "our"), a New Hampshire limited liability company. By creating an account, making a booking, paying any amount, or accepting these Terms during checkout, you acknowledge that you have read, understood, and agreed to them.

The applicable booking confirmation, expedition description, these Terms, the Cancellation Policy, Refund Policy, Privacy Policy, and any separately signed participation agreement or waiver form the agreement applicable to the booking.

2. Nature of ORS Expeditions

ORS organizes and sells guided adventure motorcycle expeditions and related travel experiences. Depending on the selected expedition and package, services may include motorcycle use or rental arrangements, guides, accommodations, meals, ground transportation, support vehicles, permits, logistics, activities, and other items expressly identified as included.

Some components are supplied by independent local ground operators, hotels, transportation providers, motorcycle providers, guides, airlines, helicopter operators, government authorities, and other third parties ("Suppliers"). Items not expressly identified as included are not included.

3. Adventure Travel and Safety

Adventure motorcycle travel can involve significant risks, including motorcycle operation, traffic, unpaved or damaged roads, steep or narrow routes, weather, high altitude, landslides, rockfall, flooding, remote terrain, limited communications, limited emergency services, mechanical failure, illness, injury, wildlife, political or governmental restrictions, and border or permit changes.

Participation is voluntary. Riders may be required to sign a separate Expedition Participation Agreement and Assumption of Risk & Liability Waiver before departure.

4. Eligibility

- Primary riders must be at least 18 years old unless ORS expressly establishes a higher requirement for a specific expedition.
- Riders must possess a valid driver's license appropriate for the motorcycle operated and any international driving permit or destination-specific authorization required.
- Riders are responsible for satisfying passport, visa, immigration, customs, permit, vaccination, and governmental entry requirements unless a particular item is expressly included.
- Riders must have sufficient riding ability for the selected expedition and comply with reasonable safety instructions.

ORS may request evidence of licensing or experience and may restrict or discontinue a participant's motorcycle operation when ORS or the applicable guide reasonably determines that continued operation presents a material safety risk.

5. Booking and Confirmation

A submitted inquiry, rider profile, saved itinerary, or incomplete checkout does not create a confirmed booking. A booking becomes confirmed only when ORS accepts it, the required deposit or payment successfully clears, and ORS issues

written booking confirmation.

Availability remains subject to capacity, permits, motorcycles, accommodations, Suppliers, and operational requirements.

6. Prices

Published prices are the current ORS prices at the time displayed and may change prospectively. Once ORS confirms a booking, the confirmed price will not ordinarily increase solely because ORS later changes its published price for new bookings.

Additional amounts may become payable because of customer-requested changes, upgrades or additions, or newly imposed/increased governmental taxes, permit fees, park fees, regulatory charges, or similar mandatory governmental charges where permitted by law. ORS will disclose such charges.

7. Deposit and Final Payment

A booking requires a deposit equal to 20% of the total expedition price unless the applicable booking page expressly states a different amount. The remaining balance is due 90 days before scheduled departure. For bookings made 90 days or fewer before departure, the full price is due at booking unless ORS agrees otherwise in writing.

Failure to pay an amount when due may result in cancellation under the Cancellation Policy. Payment is not considered received until successfully processed and cleared.

8. Payment Processing

ORS may use third-party processors such as Stripe and PayPal. Payment processing is also subject to the processor's applicable terms and privacy practices. ORS should not receive or store full raw payment-card numbers when payment information is collected through a processor-hosted or processor-controlled payment interface.

9. Cancellations and Refunds

Customer cancellations are governed by the ORS Cancellation Policy and Refund Policy incorporated into the booking. Customers should review those policies before payment. ORS may require affirmative acceptance of the applicable policy versions during checkout.

10. Itinerary and Operational Changes

Adventure travel requires operational flexibility. Routes, accommodations, motorcycles, guides, activities, schedules, transportation methods, border crossings, and other components may change because of safety, weather, road conditions, permits, government action, political conditions, Supplier availability, mechanical issues, natural events, or other operational circumstances.

ORS may make reasonably necessary modifications to protect safety or preserve the essential character of an expedition. A reasonable itinerary change does not automatically constitute cancellation. Where a material service becomes unavailable, ORS may provide a reasonably comparable substitute when practicable.

11. Force Majeure

ORS is not responsible for failure, delay, or modification caused by events beyond its reasonable control, including severe weather, natural disasters, landslides, earthquakes, epidemics or pandemics, war, civil unrest, terrorism, governmental action, border closure, permit restrictions, transportation interruption, strikes, or similar extraordinary circumstances.

Where such an event materially prevents operation of an expedition, ORS may reroute, reschedule, offer credit, or provide a refund in accordance with the Refund Policy, applicable law, and amounts recoverable from Suppliers. Nothing in these Terms eliminates non-waivable legal rights.

12. Passports, Visas, Permits and Entry

Unless expressly included, each traveler is responsible for maintaining a valid passport, visa, entry authorization, driver's license, international driving permit, vaccination documentation, and other travel documentation. ORS may assist with specified permits where expressly stated. Government authorities retain exclusive authority to approve or deny entry, visas, permits, and border crossings; ORS cannot guarantee governmental approval.

13. Health, Fitness and Insurance

Participants are responsible for determining whether they are medically and physically capable of participating. ORS does not provide medical advice. ORS strongly recommends comprehensive travel insurance appropriate to the expedition and may require proof of specified emergency medical, evacuation/repatriation, trip interruption, and motorcycle-related coverage for particular departures.

14. Participant Conduct

Participants must follow reasonable safety instructions. ORS may remove a participant from riding or from an expedition for unlawful conduct, material safety risks, harassment or threats, material interference with the expedition, or repeated disregard of reasonable safety instructions. A participant may not operate a motorcycle while impaired by alcohol, illegal drugs, or medication that makes riding unsafe. Removal for participant misconduct does not automatically create a refund entitlement.

15. Third-Party Suppliers

ORS uses independent Suppliers to perform components of expeditions. ORS will exercise reasonable care in selecting and coordinating Suppliers but does not control every act or omission of independent third parties. Nothing in these Terms excludes liability that cannot lawfully be excluded.

16. Personal Property

Participants remain responsible for passports, money, electronics, luggage, riding equipment, and other personal property unless applicable law provides otherwise. ORS recommends appropriate insurance for valuable property.

17. GPS and Expedition Tracking

Some expeditions may offer location tracking using smartphones, GPS, cellular networks, internet connectivity, satellite systems, or third-party services. Tracking is not an emergency-response system unless ORS expressly identifies a particular system as such. Remote travel can delay or prevent updates; a displayed position may be the last successfully received location rather than a participant's current location.

Authorized family members or other invitees may receive access when authorized. Tracking access, use, and retention are further described in the Privacy Policy.

18. Accounts and Tracking Codes

Users are responsible for maintaining the confidentiality of passwords and tracking access codes. Tracking codes should not be publicly posted or distributed without authorization. ORS may revoke or replace credentials when unauthorized access or a security concern is suspected.

19. Website and Intellectual Property

ORS website content, branding, original text, graphics, logos, itinerary presentation, and other ORS-owned materials are protected by applicable intellectual-property laws. Website, account, booking, and tracking services may occasionally be interrupted by maintenance, internet failures, third-party outages, or other technical issues.

20. Limitation of Liability for Digital Services

To the maximum extent permitted by applicable law, ORS will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages arising solely from use of the website or digital tracking service. Nothing in these Terms excludes or limits liability where prohibited by law. Expedition-participation risks are additionally addressed in the separately signed participation agreement and waiver.

21. Governing Law; Severability

Except where applicable law requires otherwise, these Terms and the contractual relationship between ORS and the customer are governed by the laws of the State of New Hampshire, without regard to conflict-of-law principles. If a provision is held invalid or unenforceable, the remaining provisions remain effective to the extent permitted by law.

22. Contact

Offroad Sherpa LLC

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