



## GENERAL CONDITIONS TERM

### 1) LIABILITY

Rio Radical Turismo de Aventura Ltda. Me, Embratur 19.042270.10.0001-2, Abeta 0447, CNPJ 10.922.932/0001-45, is responsible for the planning, organization and execution of the services as specified by the tour contracted, even as an intermediary between the Contractor and other service providers, it is responsible for the choice of these entities under the Civil Law and, where applicable, under Brazil's Consumer Protection Act (Lei de Defesa do Consumidor). It disclaims, however, of any acts, facts or events by acts of God or force majeure.

### 2) USER AGREEMENT

By participating in any tours provided by the company, the client declares to have read and agreed to this "General Conditions", to the specifications of the tour and to the "Declaration of Compliance and Risk Knowledge" for each tour purchased, for themselves and for their families when applicable.

### 3) TO PARTICIPANTS UNDER 18 YEARS OLD

A written permission will be required by parents and/or guardians to allow the participation of minors in any of the tours operated by the company, as well as a copy of a valid ID document of both the participant and its legal responsible. The officer will be responsible also completing and signing the "Declaration of Compliance and Knowledge of Risk" on behalf of the minor.

### 4) AUTHORIZATION TO THE USE OF IMAGES FROM THE TOUR

The company is authorized in advance to the use of the images (photos and/or videos) taken during the tours, in its website, blog and social networks in which the company participates. Also the images can be used for promotional purposes of the company and the client cannot claim any rights and/or payments.

### 5) CLAIMS

Complaints will be considered if the client makes them, in writing, within 30 days after the service was provided. If not, after this period, the contractual relationship will be considered terminated and perfect, disengaging the company from any liability. Claims will not be considered if the Client, ignoring the procedures of Brazil's Law 8.078/90, uses any means of communication, intentionally causing negative publicity to the Company. **ARBITRATION BY COMMON AGREEMENT MAY BE ADOPTED TO RESOLVE ANY ISSUES BETWEEN THE COMPANY AND THE CLIENT.**

### 6) THE SERVICES

The company may use, in the execution of their tours, transport, restaurants, entertainment and / or sports or cultural centers, according to the list brought to the attention of the client, not linking or requiring the exclusive use of any facilities or equipment unless the planning is linked to them or given the client the right to choose. The program can only be modified, partially deleted and / or canceled in exceptional cases of force majeure or acts of God, to respect unforeseen situations such as adverse weather conditions, strikes or inability to hire essential services to the combined program.

### 7) THE PRICES INCLUDE

The services specified in each tour are: a) bilingual professional guides b) all other services and accessories that are specified in advance. The prices of services or rates shown in the brochures and advertising are valid for the period specified and may vary due to the season or a special event, and, where appropriate, due to increases authorized by the authorities, that will be informed before the start of the tour.

### 8) THE PRICES EXCLUDE

Personal expenses such as drinks and food in addition to what was contracted, snacks, phone calls, tips, trips not previously contracted, insurances and any other expenses not properly mentioned as included.

### 9) RESERVATION AND PAYMENT

Reservations must be made with a minimum of 48 hours, and will be confirmed upon payment of the amount stated.

### 10) CANCELLATION, PENALTY AND REFUND

The company will charge the following amount of the full price for cancellation of a booking by request of the client, if this is done, according to the advance in relation to the date and time of the tour:

- a) 72 hours in advance of tour: 30% of the tour;
- b) 48 hours in advance of tour: 50% of the tour;
- c) After 5pm (Rio de Janeiro time) of the previous day or on the day of the tour - 100% of the tour.

**Important:** If it's not possible to execute the tour for any reason of force majeure, weather conditions or accident that prevents the execution of the tour or that endangers the health and physical integrity of the people involved, the tour will be cancelled. The client will have the option of rescheduling the date or possible partial / full refund by the company, in cases that are justified by adverse conditions and in common agreement between the parties. If the group and the guide agrees on an alternative tour with higher costs than the tour they had originally paid for, additional costs must be paid by the clients during the tour.

### 11) DURATION OF TOURS

The total duration of tours that involve trips to other cities may change due to force majeure, weather conditions or traffic conditions. For tours that include hiking and climbing, the duration may be shorter or longer than what is reported as the approximate time of each tour. Factors such as: physical condition of the participants; groups with many participants; other groups on the same trail or climbing, can influence the total duration of the tours.

### 12) FINAL RECOMMENDATIONS

Both the company and the clients agree to respect the times specified for each tour.

If the client does not respect the times specified, the company will consider this a cancellation on the day of the tour and the full price will be charged (as mentioned in the item 10 above).

Given the nature of the tours, recreational / cultural, it is recommended that the clients do not wear jewelry, and do not take with them valuable items or large amounts of money, because the company will not be responsible for any thefts, robberies or losses.

The risk of the tour, regarding any of the conditions above, is known and accepted by the clients.

### 13) FORUM

The parties elect the jurisdiction of the municipality of Rio de Janeiro / RJ to resolve any pending result of application of this contract, waiving any other, however that may be privileged.

**A CLIENT THAT PURCHASES ANY PRODUCT WITH THE "RIOXTREME" BRAND AGREES ENTIRELY TO THE CONDITIONS STATED IN THIS DOCUMENT.**

(Please go to the next page)



By purchasing any of our tours you are automatically agreeing to our **General Conditions Term** (previous page)

In addition, agreeing to our **Risk Knowledge & Compliance Term** below:

## RISK KNOWLEDGE, COMPLIANCE & RELEASE OF LIABILITY

### Risks involved in activities:

- Loss or falls of personal items, such as cameras, camera equipment, sunglasses, caps, and others;
- General risks of nature activities, such as insect bites, poisonous animals, falling trees, sunburn, bad weather conditions, and others;
- Landslides, bruises, scratches, drowning and other inherent risks of each activity;
- Minor, serious and very serious injuries and / or death by accident, equipment failure or by not following the Company's instructions.

### I (CUSTOMER) declare, for all due purposes:

- Having read and agreed with the conditions stated;
- Having a good health and having stated in writing any medical condition that is relevant;
- Having completed the training prior to the activity and having asked all relevant questions during this training (the training mentioned here is only for the client to become familiar with the equipment and procedures to be used, it is, however, not considered a course);
- Understanding to be mandatory, if necessary, the use of the safety equipment provided by the Company, and that I should be wearing appropriate footwear to perform the activity;
- Understanding and accepting the risks mentioned;
- Understanding that during the activity, the Company is the highest authority, and their instructions, commands and requests are to be respected at all time;
- Authorizing the Company, in case of an accident during the activity, to perform the necessary first aid procedures and to immediately request available emergency services.

*Rio Radical Turismo de Aventura Ltda is not responsible for incorrect or false information provided by the client.*

RIO RADICAL TURISMO DE AVENTURA LTDA. - ME  
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