

# Participation contract for guided buggy activity

Version 2026-09 · In force from 11 September 2026

Guided buggy tours · Rioja Alavesa and Rioja Alta

Lagarioja is a brand of Erroa Experience, S.L. | CIF B88739545 | Lapuebla Errepidea 5, Pabellón 11 – 01300 Laguardia (Álava), Spain | [info@lagarioja.com](mailto:info@lagarioja.com) | 614 445 732 | Basque Register of Tourism Companies and Activities no. NVI00013

This contract between Erroa Experience, S.L., owner of the commercial brand Lagarioja (hereinafter, "the organiser"), and the participant or participants identified below, governs participation in the guided buggy driving activity (hereinafter, "the activity").

This contract is available in Spanish and English. Each participant signs the version they have read and understood; both versions have the same content.

This contract is supplemented by the General Terms and Conditions of Booking and by the Privacy Policy, both published at <https://lagarioja.com> and accepted by the customer when making the booking. Cancellations and changes to the booking are governed by those General Terms and Conditions.

The activity consists of a guided buggy tour along authorised tracks and trails in Rioja Alavesa and Rioja Alta, through vineyards, landscapes and villages with centuries of history, with interpretive stops and visits to various places of scenic, cultural and gastronomic interest, always with full respect for the regulations in force, for the natural environment and for the farming activity of the area.

At Lagarioja we believe there are places you don't visit: you live them. The activity is designed to discover the region from the inside and without rushing. We travel along trails, gentle slopes and varied terrain so that participants get the most out of the experience, always within the safety of the group.

This is not a competitive or sport driving experience: it is about exploring mindfully, in an activity suitable for all audiences and for families. Anyone who comes intending to drift, race or drive flat out should be aware that, at the first sign of such behaviour, the guide may end their participation in the tour with no refund of the amount paid.

The guide safeguards the safety of the participant and of the group and therefore has full authority to take the decisions needed during the activity. Their instructions are binding and final.

## Terms

- 1. Driver requirements.** The minimum age to drive the vehicles is 25. The driver declares that they hold a valid category B driving licence, which they must carry in its original format on the day of the activity. Only the drivers registered in this contract may drive the vehicle.
- 2. Unauthorised use.** If the vehicle is used by an unauthorised person, or if the driver is under the influence of alcohol, drugs, medication, fatigue or any other substance or circumstance affecting their ability to drive, the registered driver will be fully liable for the resulting damage and the organiser may exclude them from the activity immediately, with no refund.
- 3. Duty to inform.** Drivers are required to inform the organiser on site, before setting off, of any impairment of their ability to drive that is not apparent to the naked eye (illnesses, physical limitations, medical treatment and similar). This information is treated in strict confidence, in accordance with the data protection clause of this contract.
- 4. Scope of use.** The participant is entitled to use the vehicle only within the framework of the activity and in accordance with the provisions of this contract.
- 5. Handover and checking of the vehicle.** The organiser will hand over the vehicle and its accessories in perfect technical and cosmetic condition. The participant must check that the vehicle works properly and is safe before setting off, and must inform the organiser without delay of any defect detected or any complaint they may have.

6. **Return.** The vehicle and its accessories must be returned at the end of the tour in the same condition in which they were handed over, save for normal wear and tear resulting from proper use.
7. **Transport and replacement.** The organiser is not responsible for transporting the participant, nor for the return transport of the vehicle in the event of a breakdown or accident attributable to the participant, nor is it obliged to provide a replacement vehicle.
8. **Insurance.** The vehicles are covered by compulsory third-party liability insurance, with additional theft and fire cover, and the activity carries the accident cover for participants required by applicable regulations. Full policy conditions are available to any participant who requests them.
9. **Liability for damage.** If the vehicle is damaged during the activity as a result of the participant's negligence, improper use or failure to follow instructions, the participant will be liable for the damage caused and undertakes to pay the full cost of its repair.

If damage is noted at the end of the tour, or if an incident or accident occurred during it, whether or not surface damage is visible to the naked eye, the organiser will document the damage and request a valuation from a garage. The participant must pay the amount resulting from that valuation; the organiser may require a payment on account at the time, to be settled once the final valuation has been made.

Both the driver of the vehicle and the person contracting the activity, whether a natural or legal person, are jointly and severally liable, and either of them may be pursued for the full amount.

10. **Compulsory itinerary.** The participant undertakes not to depart at any time from the route indicated by the guide. Taking shortcuts, alternative routes or unauthorised tracks is prohibited, as is driving off the tracks and trails along which the activity runs (vineyards, farmland, crops or any land outside the itinerary), unless expressly instructed by the guide.
11. **Respect for the environment and for farming activity.** The tour runs through a living farming and natural environment. The participant undertakes to respect the right of way of farm machinery and of local residents, to reduce speed when passing people, animals or vehicles, not to discard litter (it must go in bins or be kept in the buggy) and to follow the guide's instructions on environmental matters.
12. **Personal belongings.** The organiser accepts no responsibility for the loss, theft or damage of the participant's personal belongings during the activity.
13. **Careful driving.** The participant undertakes to use the vehicle with due care and in a manner suited to their driving ability, to comply with the Spanish Highway Code and with the provincial regulations applicable to rural tracks, and to follow the organiser's instructions and directions.
14. **Prohibited manoeuvres.** For safety reasons, overtaking manoeuvres, racing between participants, deliberate drifting, deliberate collisions and any reckless driving are expressly prohibited. If the participant breaches these or any other obligations under this contract, they will be liable to the organiser for all resulting damage and loss.  
In such a case, the participant is liable for the damage caused to themselves or to third parties as a consequence of that breach. This provision does not release the organiser from any liability arising from its own wilful misconduct or gross negligence, nor from any liability that consumer legislation does not permit to be excluded.

It is the driver's duty to keep the vehicle in good condition and to adapt their speed to the conditions and irregularities of the terrain (potholes, slopes, loose surfaces and similar). If the driver does not feel able or confident to carry out a manoeuvre, they should not attempt it: they may ask the guide to do it for them or to find an alternative. If they choose to attempt it, they assume responsibility for what may happen.

15. **Termination for breach.** If the participant breaches the conditions of use or the organiser's instructions, the organiser may terminate the contract with immediate effect and exclude the participant from the tour.  
From that moment, the organiser is entitled to recover the vehicle immediately or to instruct its representative to do so. In such a case no refund will be due, since the service has already been provided

up to that point and the necessary resources were reserved exclusively, without prejudice to the organiser's right to claim the damage and additional costs actually incurred.

16. **Limitation of liability.** The organiser's total liability under this contract is limited, in each case, to the price of the activity contracted, to the extent permitted by applicable law. This limitation does not apply to damage caused by the organiser's wilful misconduct or gross negligence, nor to damage to life, physical integrity or health, nor to any case where the law does not allow limitation.
17. **Payment.** The participant must pay 100% of the agreed price before the activity begins.
18. **Early termination.** If the participant returns the vehicle or leaves the activity before the end of the tour for reasons beyond the organiser's control, they must still pay the full agreed price, with no partial refund.
19. **Fines and penalties.** The participant must pay any fines or penalties imposed through their fault during the activity, and must inform the organiser immediately if any is imposed on them. If the penalty is notified to the organiser as the registered keeper of the vehicle, the organiser may pass on to the participant, in addition to the amount of the fine, the administrative costs actually incurred in processing it and identifying the driver, up to a maximum of €100, subject to evidence of those costs.
20. **Riding as a group.** The participant undertakes to follow strictly the movements and the route set by the guide, adjusting their speed and direction so as to stay in line with the group at all times and always keeping a sensible, constant safety distance.
21. **Participant's clothing and equipment.** The activity takes place outdoors, so the participant will check the weather forecast for the day and come with suitable clothing and footwear, at their own responsibility. Once the tour has started, no refund will be given for weather reasons or for a poor experience resulting from not being properly equipped.
22. **Adaptation of the itinerary, safety and conservation of the tracks.** The organiser monitors weather conditions and the state of the tracks along which the activity runs. If, before or during the tour, conditions could compromise the safety of participants or the proper conservation of the rural tracks, the organiser may modify the itinerary in whole or in part, prioritising alternative routes or paved roads, or even suspend the activity.  
Itinerary changes made for these reasons once the activity has started do not give rise to a refund, as they form part of running the activity responsibly. Nor will a refund be given if the participant voluntarily decides not to continue an activity already under way. In the event of total suspension before the start, the cancellation by the organiser clause applies.
23. **No-show.** If the participant, having arrived at the premises with a booking made and everything prepared (guide, buggies, additional services and so on), decides not to take part for reasons beyond the organiser's control, this will be treated as a no-show and the booking amount will not be refunded.
24. **Minors.** Minors may take part only as passengers, never as drivers, from the age of 4. They must comply with the safety measures required by traffic regulations in force (child restraint systems, booster seats or approved child seats, to be provided by the participant) and must be accompanied by their parent or legal guardian, who will be identified in this contract, will sign it on their behalf and will assume the corresponding responsibility, including consent for the use of the minor's image.
25. **Assumption of risk.** By signing, the participant confirms that they take part in the activity at their own risk, aware of its nature.
26. **Cancellation by the organiser.** If the organiser is obliged, for technical reasons, extreme weather before the start or any other justified cause, to cancel the tour for a participant before or just as the activity begins, it will do so in order of booking, according to the places available and the characteristics of the vehicles. In such a case, the amount paid will be refunded in full, with no further claim by either party.
27. **Governing law and jurisdiction.** This contract is governed by Spanish law. For any dispute, the parties submit to the courts with jurisdiction under consumer protection legislation.

## Safety rules

**Traffic rules are observed at all times.**

- NO drifting.
- NO revving in neutral.
- NO overtaking.
- NO putting hands, arms or phones outside the safety cage while the vehicle is moving.
- NO using the horn for fun.
- NO falling behind: always keep a sensible, constant distance from the vehicle in front.
- NO littering during the tour (use bins or keep it in the buggy).
- NO smoking while driving.
- No alcohol before or during driving.
- Seatbelts must be worn at all times by all occupants.
- Give way and slow down for pedestrians, cyclists, animals and farm machinery.
- This is NOT a race: we are here to enjoy ourselves.
- The guide is the highest authority during the activity and has the final word.

## Activity details

Date of the activity: \_\_\_\_\_

Tour booked: \_\_\_\_\_

Vehicle(s) assigned (model and registration): \_\_\_\_\_

## Participant details

Maximum 4 participants per buggy. The driver must be marked with a "C" beside their name. If a minor takes part, their parent or legal guardian must also be identified and will sign on their behalf.

### Participant 1

Full name: \_\_\_\_\_

National ID / Passport: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Minor: ☐ Yes ☐ No · Legal guardian signing: \_\_\_\_\_

Use of images: ☐ I authorise ☐ I do not authorise

Signature

## Participant 2

Full name: \_\_\_\_\_

National ID / Passport: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Minor: ☐ Yes ☐ No · Legal guardian signing: \_\_\_\_\_

Use of images: ☐ I authorise ☐ I do not authorise

Signature

## Participant 3

Full name: \_\_\_\_\_

National ID / Passport: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Minor: ☐ Yes ☐ No · Legal guardian signing: \_\_\_\_\_

Use of images: ☐ I authorise ☐ I do not authorise

Signature

#### Participant 4

Full name: \_\_\_\_\_

National ID / Passport: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Minor: ☐ Yes ☐ No · Legal guardian signing: \_\_\_\_\_

Use of images: ☐ I authorise ☐ I do not authorise

Signature

#### Emergency contact

Full name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Relationship to the participant: \_\_\_\_\_

#### Data protection clause (GDPR)

**Data controller:** Erroa Experience, S.L., with address at Lapuebla Errepidea 5, Pabellón 11, 01300 Laguardia (Álava), Spain, and email [info@lagarioja.com](mailto:info@lagarioja.com).

**Purpose:** the personal data provided will be processed in order to manage the booking and the activity contracted, verify participation requirements, contact the person designated in the event of an emergency, arrange the associated insurance and comply with the legal obligations arising from the activity.

**Legal basis:** performance of this contract and compliance with legal obligations; in the case of the use of images, the express consent of the data subject.

**Health data:** the information the participant provides about illnesses, physical limitations or medical treatment, in accordance with clause 3, constitutes special category data. It is processed for the sole purpose of ensuring their safety and that of the group, on the basis of their explicit consent (Article 9(2)(a) GDPR) and, in emergencies, the protection of vital interests (Article 9(2)(c) GDPR). It is accessible only to the staff running the activity and is deleted once the activity has ended, unless it needs to be retained because an incident has occurred.

**Retention:** data will be kept for the duration of the contractual relationship and thereafter for the statutory limitation periods for liabilities.

**Recipients:** data will not be disclosed to third parties except where there is a legal obligation or where it is necessary in order to provide the service (for example, insurance companies or emergency services).

**Rights:** you may exercise your rights of access, rectification, erasure, objection, restriction and portability, and withdraw your consent at any time, by writing to [info@lagarioja.com](mailto:info@lagarioja.com). Withdrawing consent does not affect the lawfulness of processing carried out beforehand. You may also lodge a complaint with the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)). Full information is available in the Privacy Policy published at <https://lagarioja.com/en/privacy-policy/>.

Authorisation for the use of images

☐ I authorise ☐ I do not authorise Erroa Experience, S.L. to use photographs or videos taken during the activity in which my image may appear, for promotional purposes (website, social media and advertising material). This authorisation is free of charge, is granted for a renewable period of five years and may be withdrawn at any time by contacting the organiser. Ticking "I do not authorise" has no effect whatsoever on participation in the activity.

Signature

By signing, each participant declares that they have read and fully understood this contract, including the safety rules, and accept it in all its terms.

The organiser: Erroa Experience, S.L. — Lagarioja

In \_\_\_\_\_, on \_\_\_\_\_

The organiser

Erroa Experience, S.L. — Lagarioja

The participant(s)

(signatures in the boxes above)