

TERMS AND CONDITIONS

KTM RC 8C RACE TRACK EXPERIENCE

Cooperation Partner: Offroad Adventure Tours GmbH

1. LIABILITY WAIVER:

In principle, participation at events organized by Offroad Adventure Tours GmbH (OAT in the following text) is undertaken entirely at one's own risk!

In the event of damage to property or personal injury to a participant caused by OAT, OAT employees, other participants or third parties, liability is restricted to malice aforethought and gross negligence. Each participant is likewise only liable for damage to property and personal injury caused by gross negligence or intent.

Each participant declares himself/herself to be in explicit agreement with this eligibility requirement by submitting his/her registration form!

2. GENERAL REQUIREMENTS:

All instructions issued by OAT employees and track operator staff must be obeyed at all times. Attendance at the rider meetings is absolutely obligatory for every participant. Participants who have not attended the respective rider meeting may be denied the right to participate at the event, without any resulting entitlement to reimbursement or reduction in the entry fee.

OAT accepts no responsibility for the state of the racetrack and associated facilities. Consumption of alcohol, drugs and strong medication is forbidden and leads to disqualification from riding for the whole day. Each participant must also be in possession of a valid health insurance policy for the Venue.

Participants are strongly advised to take out the appropriate type of insurance, such as cancellation and repatriation insurance.

3. PROTECTIVE CLOTHING:

Leather combination suit (all-in-one or two-piece with connecting zipper) with protectors, full-face helmet, motorcycle boots, leather gloves. Back protector. A participant's protective clothing does not satisfy these requirements, OAT reserves the right to exclude the participant from the event until such time as protective clothing meeting said requirements is produced. Failure to comply with this requirement negates any entitlement to full or partial reimbursement of the entry fee!

4. TECHNICAL REQUIREMENTS:

The motorcycle must be suitable for use on the racetrack and in a perfect state of technical repair! Compliance with the following points is obligatory at all events:

Indicators and mirrors must be detached. Headlights and rear/brake light must be covered extensively with non-transparent adhesive tape. Any sound (volume) restrictions must be adhered to.

The following points are also compulsory at events where races are offered:

The allocated start number must be attached to the motorcycle so that it is clearly visible from the front.

Oil drain plug must be secured with wire. Pure water (no antifreeze) in the cooling system. The aforementioned technical requirements are absolutely obligatory and compliance therewith is mandatory for all participants. If these requirements are not satisfied, OAT reserves the right to exclude the participant from participation in the event until such time as said technical requirements are fulfilled. Failure to comply with this requirement negates any entitlement to full or partial reimbursement of the entry fee!

5. BEHAVIOUR:

In general, the following applies: Each participant must behave in such a way as to not endanger any other participant.

The compulsory speed limit for riders' area and pit lane is walking pace.

OAT makes every effort to hold the training course in different groups of similar riding ability (beginners, advanced, experts). Allocation into groups is based entirely on the participants' own assessment of their ability. In the event of obvious incorrect self-assessment by a participant, OAT reserves the right to transfer the participant to a more suitable group for the duration of the event for safety reasons.

Riders of different speeds may meet with one another during training, so particular caution must be exercised. Flag signals must be observed in all cases. Stopping on the track is strictly forbidden – whatever the reason. If a participant makes a negative impression due to his/her behavior, OAT reserves the right to exclude the participant from the remainder of the event, without prior warning. Failure to comply with this requirement negates any entitlement to full or partial reimbursement of the entry fee!

6. REGISTRATION AND PAYMENT:

A booking is considered to be binding if it is made online or in writing and then confirmed by OAT online or in writing. Verbal arrangements and acceptances are not valid. On making a firm booking, the participant undertakes to pay the associated entry fee and any additional services booked by the required deadline.

The entry fee and costs for any additional services booked are due for payment immediately after receipt of the invoice.

6.1 METHODS OF PAYMENT:

Transfer: The participant transfers, of his/her own accord, the payment due for entry fee and any additional services booked by the specified deadline to an OAT bank account. Credit card: The participant pays the fee by VISA or MASTERCARD. The online form must be completed with all important and necessary credit card information for this purpose.

When paying by credit card, the total amount is charged upon issuing the invoice. Any bank charges incurred are borne by the credit card holder.

6.2 CANCELLATION:

In principle, cancellations must be made in writing (by e-mail, fax or letter).

Time of cancellation and cancellation fees:

Cancellation fee shall be 20% of invoice value including any additional costs, if notice is provided to OAT within more than 8 weeks prior to the scheduled event.

Cancellation fee shall be 50% of invoice value including any additional costs, if notice is provided to OAT within more than 2 weeks prior to the scheduled event.

Cancellation fee shall be 100% of invoice value including any additional costs, if notice is provided to OAT exactly or less than 2 weeks prior to the scheduled event.

The participant may transfer the contractual relationship to another person, as long as this person fulfils all the prerequisites for participation and the organizer is notified of the transfer within an appropriate period before the tour departs. The transferor and the new participant are jointly and severally liable for the unpaid fees as well as for any additional costs arising from the transfer. No transfer is possible in the case of airline tickets that have already been issued!

Specific conditions apply to various services, such as ticket bookings.

7. APPLICABLE LAW:

Swiss law is applicable, unless contested by other compelling legal provisions.

Place of jurisdiction: Frauenfeld, Switzerland.