

# Declaration for Participation and Liability Release

I,

Name \_\_\_\_\_ First name \_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date of birth \_\_\_\_\_ Address \_\_\_\_\_  
E-Mail \_\_\_\_\_ Phone number \_\_\_\_\_

Emergency number \_\_\_\_\_

Co -driver (from 18 years)

Pilot (from 18 years)

Driving license number \_\_\_\_\_

Number Plate: \_\_\_\_\_ Brand/Model: \_\_\_\_\_

Represented by its legal guardian (only for minor participants)

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_

Event:

(Hereinafter referred to as „customer“) conclude an agreement with KTM X-BOW Onroad GmbH, Stallhofner Straße 3, 5230 Mattighofen (hereinafter referred to as “KTM X-BOW”) for the above mentioned event:

1. **Assumption of Risks:** The customer understands that driving X-BOW in general is inherently dangerous. He represents to KTM X-BOW, that he has had sufficient experience driving X-BOW to understand all the risks involved in this event. He attends this KTM X-BOW event out of his free will and choice. He is aware that X-BOW driving in groups involves risks, dangers and hazards in addition to those normally associated with driving. In choosing to attend this KTM X-BOW X-BOW event, He fully and voluntarily accepts and assumes all risks, whether before, during or after the event. Such risks include, without limitation, physical and mental injury, pain and suffering, emotional distress, trauma, illness, death, whether or not caused by negligence or other fault of KTM X-BOW, equipment malfunction, inadequate training or supervision, defective design or manufacture of equipment, contact with other participants or objects on the premises, the effects of weather or other surrounding conditions. All risks are known and appreciated by the customer. The customer waives any and all specific notice of the existence of the risks. He shall assume and pay his own medical and emergency expenses in the event of injury, illness or other incapacity.
2. **Release of Liability, Waiver of Claims and Covenant not to Sue:** Knowing these facts, and in consideration of his acceptance, admission and participation in this event, the customer, the undersigner, for himself, his successors and anyone acting on his behalf, do hereby release, waive, discharge and covenant not to sue KTM X-BOW and related companies, and each of their representatives and employees, from all claims, demands, liabilities or other expenses of any kind he has, might have or hereafter accrues against KTM X-BOW, directly or indirectly arising out of or relating to his participation in this KTM X-BOW event. His waiver and release of claims shall include, without limitation, all claims for negligent acts or omissions that he might have or claim to have against KTM X-BOW and related companies, and each of their representatives and employees for all personal injuries, including death, and any injuries to property, directly or indirectly caused by or arising out of his participation in this KTM X-BOW event.
3. **Indemnification:** The customer agrees, for himself and his successors, to indemnify, defend and hold harmless, including all costs and attorney fees, KTM X-BOW and related companies and their representatives and employees, from all claims and suits for personal injuries including death, damage to property and any third party, caused directly or indirectly by any act or omission arising out of riding/driving or participation in this event.
4. **Other conditions and agreements:**
  - In connection with this liability release for this event, the customer is not relying on any oral or written representations or statements made by third parties regarding the risks involved in participating in this event.

## KTM X-BOW ONROAD GMBH

- The customer represent to KTM X-BOW that he will wear appropriate protective gear, which consists at least of an approved helmet, while driving his own KTM X-BOW at this event.
  - The customer agrees that his name, all photographs, movies or other likenesses taken or made of him by KTM X-BOW or its representatives in connection with his participation in this event, as well as any reproduction or replica of the same may be used by KTM X-BOW or its representatives in any reasonable manner without my further approval.
  - The customer agrees that KTM X-BOW can use his above mentioned personal data for marketing purposes within the KTM X-BOW group. These data will not be forwarded to third parties. He is free to revoke this consent at any time.
  - The customer assures that he is in good health and has no physical or mental condition that would restrict or prevent him from participating regularly in this event.
  - The customer assures that the own car which is used, is in a driving and operation safety condition for the above mentioned event.
  - The customer guarantees with his signature that he has a valid driving license, which authorized him to steer a motor vehicle (in Austria: Group B)
  - The customer assures that he has seen and fully accepted the existing "rules of regulation".
5. The customer will observe the respective instructions of the organizer or its personnel, weather and other surrounding conditions, obey to all traffic laws, and follow the instructions of KTM X-BOW respective event and Customer is obliged to pay any potential fine and/or damages.
6. The customer and their successors admits in particular any directly or indirectly caused damage to the system (track and ancillary equipment and boxes, etc.), personal injury, rental items and damage to property of third parties, in particular, for example, to third vehicles, etc. Furthermore, recordings of the customer can be stored by the security surveillance cameras and computerized processed and used in the case in the investigation of criminal conduct, accidents, damage and / or other similar incidents.
7. The customer has no claims whatsoever against the organizer to submit in the event that for security reasons, weather conditions, or personal negligence, the customer is excluded from the event or the event is canceled entirely, or delayed.
8. Severability: If any provision of this agreement becomes legally invalid the remaining content of the contract is not affected. In this case, the ineffective provision shall be replaced by one that most closely approximates the economic purpose of the invalid provision.
9. This liability release is subject to Austrian Law excluding the provisions of the International Private Law. Any disputes arising out of or in connection with this liability release will be brought before and be subject solely to the jurisdiction of the responsible court in Graz.
10. Changes and additions to this contract have to be made in written form.
11. All services will be charged in advance. All payments are due immediately.
12. Customers will be divided into "Street" and "Race" groups on site. The customer acknowledges that the wearing of a racing suit, helmet, H.A.N.S system, as well as racing shoes and gloves is obligatory for all participants of the "Race" group, as well as expressly recommended for the "Street" group.

**The customer understands that he is giving up substantial rights by agreeing to this document. He confirms that, prior to signing below; he has read and understood this liability release and its legal implications and consequences.**

**In case of minority below mentioned legal guardian represents and warrants through his signature the knowledge of the legal consequences and expressly authorizes all legal acts of his child.**

The contract contains two (2) pages.

\_\_\_\_\_, \_\_\_\_\_  
place date

\_\_\_\_\_  
Signature KTM X-BOW Onroad GmbH

\_\_\_\_\_  
Signature customer / legal guardian

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