

Liability Release

Motorsports is dangerous and can cause serious injuries!

Assumption of Risks: I understand that riding motorcycles in general is inherently dangerous. I represent to **Pierer Mobility AG, [Stallhofnerstraße 3, 5230 Mattighofen]** ("Event Organizer"), that I have had sufficient experience riding motorcycles to understand all the risks involved. I attend this event of the Event Organizer ("Event") out of my free will and choice. I am aware that motorcycle riding in groups involves risks, dangers and hazards in addition to those normally associated with motorcycle riding. In choosing to attend this Event, I fully and voluntarily accept and assume 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 the Event Organizer, equipment malfunction, inadequate training or supervision, defective design or manufacture of equipment, contact with other participants or others or vehicular or other traffic or objects on the premises, the effects of weather or other surrounding conditions, including heat and/or humidity, wind, dangers associated with motorcycling or exercising in the dark, cold temperature, and wet or icy surfaces, falling tree branches or other overhead objects, traffic, and the crowded nature and other conditions. All such risks and other not mentioned are known and appreciated by me. I waive any and all specific notice of the existence of the risks. I shall assume and pay my own medical and emergency expenses in the event of injury, illness or other incapacity.

Release of Liability, Waiver of Claims and Covenant not to Sue: Knowing these facts, and in consideration of my acceptance, admission and participation in this Event, I, the undersigned, for myself, my successors and anyone acting on my behalf, do hereby release, waive, discharge and covenant not to sue the Event Organizer, companies related to the Event Organizer and each of their representatives, and employees, from all claims, demands, liabilities or other expenses of any kind I have, may have or hereafter accrue against the Event Organizer, directly or indirectly arising out of or relating to my participation in this Event. My waiver and release of claims shall include, without limitation, all claims for negligent acts or omissions that I may have or claim to have against the Event Organizer, companies related to the Event Organizer 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 my participation in this Event.

Indemnification: I agree, for myself and my successors, to indemnify, defend and hold harmless, including all costs and attorney fees, the Event Organizer, companies related to the Event Organizer 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 my participation in this Event.

Other conditions and agreements:

- In connection with this liability release for this Event, I am not relying on any oral or written representations or statements made by third parties regarding the risks involved in riding motorcycles.
- I represent to the Event Organizer that I will wear appropriate protective gear, which consists at least of an approved helmet, while riding a motorcycle at this Event. I have

Kommentiert [HM1]: In case of digital implementation of this Liability Release (within the registration process) the header needs to be deleted. Also, this Liability Release must always be actively accepted by the participant in the registration process by ticking the checkbox (without ticking the checkbox the registration process cannot be completed).

checked my gear which is in good working order, properly maintained and suitable for the Event.

- I acknowledge and agree to inspect the motorcycle for its flawless mechanical and ready to ride condition before each ride according to customary duties.
- Should I negligently cause damage to the Event Organizer motorcycle, I agree to reimburse to the Event Organizer the repair costs upon request.

This Liability Release shall be governed and construed in accordance with the laws of the seat of the Event Organizer. All disputes arising out of or in connection with this Liability Release shall be subject to the exclusive jurisdiction of the competent courts for the registered seat of the Event Organizer.

Riding on public roads/highways:

I will observe the respective street, weather and other surrounding conditions, obey to all traffic laws. I carry a valid driver's license with motorcycle endorsement, which allows me to legally ride an Event Organizer motorcycle on public roads.

I HAVE BEEN INFORMED THAT ALL EVENT ORGANIZER VEHICLES ARE NOT COVERED UNDER A COMPREHENSIVE INSURANCE POLICY. I AGREE TO BE RESPONSIBLE FOR ALL PROPERTY DAMAGE TO ANY OF THE EVENT ORGANIZER VEHICLES CAUSED BY MYSELF IN ANY WAY, SHAPE OR FORM. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY AGREEING TO THIS DOCUMENT. I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS LIABILITY RELEASE AND ITS LEGAL IMPLICATIONS AND CONSEQUENCES.

Place / Date:

Signature

Signature Participant

Home Address Participant (Street, Number, City, Postal Code, Country):

Drivers License Number, Date and Place of Issuance:

In case of an emergency, please contact (Name, Phone Number):

Kommentiert [HM2]: To be deleted in case of digital implementation of this Liability Release.