

### **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 of 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. 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.

#### **3.1 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.

### **3.2 CANCELLATION:**

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

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.

### **4. APPLICABLE LAW:**

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

Place of jurisdiction: Frauenfeld, Switzerland