

# Liability Release

For

## **ISDE 2024 Spain** **Rental & Race service**

### **Motorsports is dangerous and can cause serious injuries!**

Assumption of Risks: I understand that riding motorcycles in general is inherently dangerous. I represent to KTM, that I have had sufficient experience riding motorcycles to understand all the risks involved. I attend this KTM 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 KTM 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 KTM, 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 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 KTM, KTM related companies, 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 KTM, directly or indirectly arising out of or relating to my participation in this KTM 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 KTM, KTM 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 my participation in this KTM event.

Indemnification: I agree, for myself and my successors, to indemnify, defend and hold harmless, including all costs and attorney fees, KTM, KTM 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 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 KTM that I will wear appropriate protective gear, which consists at least of an approved helmet, while riding a KTM motorcycle at this event.
- » I agree that my name, all photographs, movies or other likenesses taken or made of me by KTM or its representatives in connection with my participation in this event, as well as any reproduction or replica of the same may be used by KTM or its representatives in any reasonable manner without my further approval.
- » I am in good health and have no physical or mental condition that would restrict or prevent me from participating regularly in this 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 KTM motorcycle, I agree to reimburse to KTM the repair costs upon request.

#### **KTM SPORTMOTORCYCLE GMBH**

Stallhofnerstraße 3 // 5230 Mattighofen, Austria // P: +43 7742 / 60 00 // www.ktm.com  
 EUR Bank Account: Deutsche Bank Wien // IBAN: AT52 1910 0000 3801 8001 // BIC: DEUTATWW  
 USD Bank Account: Deutsche Bank Wien // IBAN: AT87 1910 0000 3801 8050 // BIC: DEUTATWW  
 EUR Bank Account: Oberbank Mattighofen // IBAN: AT52 1504 1005 3111 8396 // BIC: OBKLAT2L  
 USD Bank Account: Oberbank Mattighofen // IBAN: AT76 1504 1002 1870 1431 // BIC: OBKLAT2L  
 UID-NR.: ATU 636 409 56 // FN: 295902 a // Ried im Innkreis



**Confidentiality:** I shall keep all terms and conditions of this Liability Release and potential incidents in connection with this Event strictly confidential and shall not disclose the same other than to each Party's affiliated companies and their respective officers, directors, shareholders, employees, legal counsel, insurers, and auditors, with the exception that disclosure of the same may be required by law, judicial order or governmental regulation having the force and effect of law, or disclosure of the same may be required in a legal or arbitral action.

**Data Protection:** I hereby expressly agree that my above-filled personal data is processed by KTM Sportmotorcycle GmbH for the purpose of sending information by mail, telephone and email about KTM products and KTM services, insurance and warranty services and satisfaction surveys on the products you have purchased and on motorcycle and travel related events hosted by KTM or third parties. For this purpose, my data may also be transmitted to the national KTM sales subsidiary (<http://www.ktmgroup.com/en/company>). The data will be used, processed and stored in strictest confidence and in accordance with the European data protection regulations. As part of the implementation of promotional activities, there will be no marketing or sale of personal data to third parties. I can revoke this consent at any time and without reason in writing to KTM Sportmotorcycle GmbH, Privacy Department, Stallhofnerstraße 3, 5230 Mattighofen, Austria) or by sending an e-mail to [privacy@ktm.com](mailto:privacy@ktm.com).

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 Ried im Innkreis.

**Riding on public roads/highways:**

I will observe the respective street, weather and other surrounding conditions, obey to all traffic laws, and follow the instructions of KTM or the promoter. I carry a valid national driver's license as well as an international driver's license with motorcycle endorsement, which allows me to legally ride a KTM motorcycle on public roads.

**I HAVE BEEN INFORMED THAT ALL KTM VEHICLES ARE NOT COVERED UNDER A COMPREHENSIVE INSURANCE POLICY. I AGREE TO BE RESPONSIBLE FOR ALL PROPERTY DAMAGE TO ANY OF THE KTM 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, PRIOR TO SIGNING BELOW, I HAVE READ AND UNDERSTAND THIS LIABILITY RELEASE AND ITS LEGAL IMPLICATIONS AND CONSEQUENCES.**

Place / Date: \_\_\_\_\_

\_\_\_\_\_  
First and Last Name of Participant

\_\_\_\_\_  
Signature Participant

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