



Motorsports is dangerous and can cause serious injuries!

Assumption of Risks: I understand that riding motorcycles/ATVs or driving sports cars in general is inherently dangerous. I represent to KTM, that I have had sufficient experience riding motorcycles/ATVs and driving sports cars to understand all the risks involved in sports car driving. I attend this KTM event out of my free will and choice. I am aware that motorcycle/ATV riding and sports car driving in groups involves risks, dangers and hazards in addition to those normally associated with motorcycle/ATV riding and sports car driving. 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 sports car driving or 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 sports car driving.
- I represent to KTM that I will wear appropriate protective gear, which consists at least of an approved helmet, while riding a KTM motorcycle/ATV or driving a KTM sports car 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/ATV or sports car for its flawless mechanical and ready to ride/drive condition before each ride according to customary duties.
- Should I negligently cause damage to the KTM motorcycle/ATV or sportscar, I agree to reimburse to KTM the repair costs upon request.

KTM LIABILITY RELEASE



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 RiedimInnkreis/Austria.

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 driver's license with motorcycle endorsement, which allows me to legally ride/drive a KTM motorcycle/ATV or sportscar on public roads.

I herewith agree that my name as well as any photos, movies or other visual reproductions of myself made by KTM or its designee during this event may be used by KTM in any legal way, shape or form for direct mailing of promotional material and various other info brochures about KTM products, as well as online and print advertisements of KTM products without any further express consent from my side.

I have been expressly made aware of the fact that I may withdraw such agreement at anytime by providing notice to KTM via email to info@raceorange.com, upon which any further use of my personal data shall be prohibited

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.

Date: _____ Event: _____

First Name: _____ Name: _____

Date of birth: _____

Living in: Street/Nr: _____

ZIP/City: _____

MAIL ADDRESS: _____

MobilTel: _____

Signatur Participant: _____

Minor Participants: Parents or Guardians must sign the waiver and release on their behalf!

KTM LIABILITY RELEASE

