

General Terms and Conditions

1 TRAININGS, tour and event contract:

The contract for the respective training or the respective offer is only concluded by the written confirmation of participation by the KTM RIDERS ACADEMY by Klaus Schwabe Seestraße 2; D 83367 Petting - hereinafter referred to as the organiser - and is binding for the contractual partners.

2. SCOPE OF SERVICES:

(1) The scope of services is conclusively determined by the description of the respective training, the respective tour, the respective event (visible on the booking website) valid at the time of registration. All services that are not expressly listed as included are not included in the price.

(2) The organiser reserves the right to cancel the training course if the minimum number of 4 participants is not reached. In this case, the training participant will be refunded the course fee. Unless otherwise stated on the website, the training courses take place in all weathers. Exception: snowfall.

3. requirements of the participant for the training, the tour, the event:

(1) Participation is possible with motorbike models of all motorbike brands that meet the requirements of the respective training course, event or tour! No motorbikes will be provided for the participants.

(2) Only persons who are in possession of the necessary, valid driving licence at the time of the training, event or tour are entitled to participate. This licence must be shown to the trainer on the day of the event. We reserve the right to exclude participants from the course who are unable to present a driving licence.

(3) The participant is obliged to wear complete motorbike equipment that meets the requirements.

(4) The participant is obliged to ensure that the vehicle with which he/she participates is in perfect technical condition and meets all legal requirements as well as the requirements prescribed by the organiser, if this is indicated in the training description. The organiser and the tour guide are under no obligation to check that these requirements are met.

(5) It is the sole responsibility of the participant to determine whether his/her individual abilities, skills and physical and mental fitness are sufficient to complete the specified training sessions, events and tours.

The organiser and the tour guide are under no obligation to determine and check the abilities and skills of the participants.

4. MOTORBIKE HIRE:

The hire of KTM motorbikes is possible for some training sessions. At the participant's request, the organiser will be happy to refer the participant to a local KTM dealer for some training dates. The organiser itself does not rent out motorbikes.

5. OFFENCES AGAINST TRAFFIC REGULATIONS OR INSTRUCTIONS OF THE TRAINER/TOUR GUIDE:

If the participant grossly violates the instructions of the trainer/tour guide or traffic regulations, the organiser may withdraw from the contract.

In such a case, the training/event price will not be refunded.

6 LIABILITY:

(1) The participant takes part in the training, event and tour at his/her own risk.

The KTM RIDERS ACADEMY by Klaus Schwabe – Seestraße 2 - D 83367 Petting and their respective vicarious agents assume no liability for damages suffered by the participant during the training, event or tour. The participant is responsible for taking out appropriate vehicle and accident insurance for the training, event or tour.

(2) In order for the participant to start the training, tour or event, they must sign their own declaration of limitation of liability.

By registering via the homepage application, this limitation of liability is automatically accepted and does not have to be accepted again separately. If the registration form is sent by e-mail, the signed limitation of liability must be received by the organiser at the same time. This declaration will be sent to the participant at the same time as the registration form.

The participants are aware that without an accepted and/or signed waiver of liability, the organisers are obliged to exclude the respective participant from participation in the training/event.

KTM and the KTM RIDERS ACADEMY by Klaus Schwabe accept no liability whatsoever for the training content and any accidents or injuries. The participant hereby agrees that he/she will therefore not make any claims against KTM and the organiser following an accident.

The participant agrees to the following points regarding the training, the tour and the event:

1. during the event, the participant will abide by the applicable traffic regulations of the countries travelled through during the training/event.

3. the participant feels physically and mentally fit enough to take part in the booked motorbike training/event.

5. the participant assures that he/she will only take part in the training sessions that he/she feels up to.

6. the participant is aware that there is no obligation to take part in exercises. The participant decides for himself/herself what he/she wants to try and what not.

7. the participant confirms that he/she will not make any claims for damages against the organiser, in particular the KTM RIDERS ACADEMY or KTM, in the event of an accident.

8. the participant has been informed that the training exercises or the tour may only be ridden with complete and correctly fitted protective clothing.

7 PAYMENT:

(1) When registering via the online booking system, the corresponding course fee or tour fee is payable immediately.

8. CANCELLATION AND TRANSFER OF CONTRACT:

(1) The applicant is entitled to withdraw from the contract at any time. If the applicant withdraws, the following cancellation fees will be charged instead of the training, tour or event price:

- 20 % of the training, tour or event price for cancellations up to 8 weeks before registration

- 50 % of the training, tour or event price for cancellations from 8 weeks to 4 weeks in advance,
- 85 % of the training, tour or event price in the event of cancellation from 4 weeks in advance.
- 100 % for no-shows

Cancellation must be made in writing either by registered letter or e-mail and will be confirmed in writing by post or e-mail by the organiser and is only then deemed to have been accepted.

The above deadlines refer to the date of receipt of the cancellation notice by the organiser. The organiser is entitled to offset the cancellation fee against participation fees already paid. Otherwise, any participation fees already paid will be refunded.

(2) The participant may transfer the contractual relationship to another person, provided that this person fulfils all the requirements for participation and the transfer is notified to the organiser within a reasonable period of time. The transferor and the new participant shall be jointly and severally liable for any unpaid fees and any additional costs incurred as a result of the transfer.

9 Cancellation of training, tours and events

(1) The organiser reserves the right to postpone or cancel the training, event or tour at any time for important reasons. In addition, the organiser may cancel the training, tour or event up to one week before the start of the training, tour or event if the minimum number of participants is not reached. The participant will be informed immediately in writing, by letter or e-mail.

(2) If a training, tour or event is postponed or cancelled, the participant has the right to demand either a refund of the participation fee or participation in another equivalent training, tour or event organised by the organiser, provided that the organiser is in a position to do so.

(3) Third-party services that are not directly related to the KTM RIDERS ACADEMY by Klaus Schwabe cannot be refunded.

10. INEFFECTIVENESS:

The invalidity of individual provisions of these Training, Tour and Event Terms and Conditions shall not result in the invalidity of the remaining provisions or the contract.

11. APPLICABLE LAW:

German law shall apply unless mandatory statutory provisions provide otherwise.

The place of jurisdiction is Traunstein or Laufen in Germany