

DECLARATION

I agree that there are dangers related to motorcycle riding and I further agree that on tours with Offroad Adventure Tours GmbH, there are certain additional dangers and risks, namely the following:

1. On the tours, there are sometimes chosen riding techniques and riding speeds similar to motorcycle riding under competition conditions. Risks or dangers can't be excluded, even with the highest diligence of Offroad Adventure Tours GmbH and the tourguides. In particular can't be excluded the danger of a damage caused by another participant of the tour. Following to the use of the motorcycle off road, sometimes even in heavy terrain; there is a high possibility of damage or increased wear.
2. The tours lead through rough or unsettled areas. The dangers in these areas consist in particular in deep canyons and obstacles like for example rocks, trees, holes and indentations, stone walls and ruins of walls and further varying or difficult soil, which can't be seen or occur, following to the speed, very quickly. Communication is difficult in some areas. In case of an accident, rescue and medical care could be available late or not at all.
3. Specially in desert- or mountain-areas, the weather conditions can be extreme or change quickly and radically without warning.

I accept all these dangers and risks on the tours with Offroad Adventure Tours GmbH, in particular the risk of injury, demise, damage or loss of property.

I admit, that the pleasure and the excitement on tours like the ones offered by Offroad Adventure Tours are partly related to the motorcycle riding on particular routes or in the sometimes difficult terrain. The dangers under these riding conditions are part of the fascination on such Offroad Adventure Tours.

It's solely my task to estimate, if my riding skills are on a level high enough to master the route shown by the tourguides. The organizer or the tourguide isn't obligated to pinpoint and verify my riding skills and my abilities.

I take cognisance of the specific dangers and risks on the tours and I take part at the tour on my own risk. The liability of Offroad Adventure Tours GmbH, and their partners and staff on behalf of damages which I may sustain during the tour is limited on the triple amount of the tourprice, under the condition that the damage is caused Offroad Adventure Tours GmbH, KTM Sportmotorcycle GmbH or their partners and staff neither willfully or grossly negligent and furthermore under the condition that Offroad Adventure Tours GmbH, is becoming liable for a damage caused by a partner or a member of the staff. This limitation of liability isn't becoming effective if I sustain a damage of person.

Any liability of Offroad Adventure Tours GmbH, of KTM Sportmotorcycle GmbH or the tourguides is excluded for material damage or damage to persons if caused by myself, except if these damages are covered by the liability insurance prescribed by the regulations. In any case, the scope of the claim is limited at the extent of the insurance cover in the precise case. I accept in any case to not to prosecute Offroad Adventure Tours GmbH, KTM Sportmotorcycle GmbH or the tourguide and staff.

The conclusion of corresponding insurance contracts was suggested to me.

Usage of data: I hereby agreed that KTM Sportmotorcycle GmbH may use my name and address as well as all photos, films and other images for marketing purposes, which KTM

Sportmotorcycle GmbH makes of me during the entire tour. I can revoke this agreement anytime in writing.