



## Declaration of agreement and release

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### Conditions for participating in events of the MX-Academy

Conditions for participating in the event of the MX-Academy is the acceptance of the present „General Business Conditions“ and the signing of a „Declaration of agreement and release“ on the event day. Through that one the participant waives especially the right to claim for damages.

### Duty of care of the participant

The instructions of the organizer must always be followed. This holds also true for his helping and assigned staff. Every participant has to behave so that anybody is neither obstructed nor endangered.

The motorbike can only be driven by the registered participant himself.

This is no race event! The non-observance of the instructions, any annoyances of the event etc. no matter if on purpose or wilful, legitimate the organizer to immediately exclude the participant entirely or time limited. In this case the participant has no right of reimbursement of the participation fee. If a participant endangers through risky and ruthless driving lives and health of other participants, he will be excluded from training.

### Exclusion of liability

Participants (drivers, owner of vehicles and holders) take part in the event at their own risk. All participants wave the right to claim for damages by signing the declaration of release to the organizer, sponsors, owner of the roadway, the assigned course responsible as well as his assigned supporters and helpers. These claims refer to all damages caused to person, things and other damages linked with the event.

The organizer, his representatives and supporters are not obliged to sign an assurance for the event.

The participant receives at the event a motorbike at his/her disposal.

Although there is at least an instructor at the event, there still remains a certain risk of accidents. The participant understands and knows all dangers and risks implied by motor sport and takes responsibility for his behaviour or for hurts resulting by it or by third parties. Any liability of the organizer for possible accident consequences (damages of clothes etc. bodily injury, invalidity, death and material damages) is excluded, insofar as legally admissible.

With his/her application and declaration of release the participant confirms to bear the risk himself/herself and to be sufficiently assured. In case of dubiety on asset / extend of cover of his/her own assurance the organizer suggests to the participant to approach in advance an insurance agent.

If a participant gets hurt during the event, he/she agrees on a possible necessary medical treatment, rescue and carriage to the hospital or other emergency places.



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All these measures will be taken by the organizer at his best knowledge and by estimating the participant's state. The participant obligates himself to bear all the cost involved, unless they are covered by the accident assurance or other assurances.

### Material damages

The MX-Academy bears material damages of his own material, unless they have been caused by deliberate or negligent participant's use. The participant is responsible for the good state of equipment at the time of taking it over. Pre-existing damages are to be reported and registered. The participant himself is responsible for damages on his/her own equipment.

### Conditions of payment, gift certificates

Gift certificates are valid 48 months after date of issue, and the encashment is to be declared clearly at time of application. All gift certificates have to be handed over by the registration of the event; otherwise you must pay for the event in cash on location. Not paid gift certificates are not accepted and the event must also be paid in cash.

### Data protection

Recordings made during drive training of the participant can be used, published and passed on by the MX-Academy for own advertisings. These recordings authorize the MX Academy to keep personal data of the participant, to use it and to pass it on to a third party charged with data handling and bounded by strict confidentiality. Further the MX Academy is allowed to use recordings and data for developing new products and services.

### Rescission

In case of non-attendance the participation has to be cancelled **7 days** in advance. By not cancelling in due time (even in case of accident, illness etc.), the following fees of participation incurs:

- By cancelling in less than 7 days before the event, 100% of the participation fee is due.
- By cancelling in less than 10 days before the event, 50% of the participation fee is due.
- Gift certificates are invalidated according these conditions of rescission; for a new application the remaining amount has to be paid.

### Applicable law, legal venue

All rights, obligations and demands linked with the present event are subject to the Swiss right. The only legal venue is the place of the ChrisMoeckli Action-Heaven GmbH. However, this place is also authorized to go to any other competent court.