

General Terms and Conditions of Offroad Adventure Tours GmbH

1. WAIVER OF LIABILITY: Participation in events organized by Offroad Adventure Tours GmbH (hereinafter OAT) is always at your own risk! Liability for damage to property and personal injury suffered by a participant at the hands of OAT, OAT employees, OAT contractual partners (e.g. GA Promotion GmbH) and/or vicarious agents, by other participants, or by third parties is limited to intent or gross negligence. The participant waives any claims of any kind against the other participants (drivers or passengers), their helpers, the owners or holders of the other vehicles for damages that arise in connection with the training or the competitions. Each participant is also only liable for damage to property and personal injury caused by him if gross negligence or intent is present.

The participant is responsible for ensuring that he or she has adequate and possibly legally required insurance cover (e.g. accident, health, liability, motor vehicle insurance, cancellation, travel repatriation insurance). By submitting his or her registration, each participant expressly agrees to these general OAT conditions of participation!

2. GENERAL PROVISIONS: The instructions of OAT employees, OAT contractual partners (e.g. GA Promotion GmbH) and/or vicarious agents and the track operator must always be followed. Participation in the driver briefing is absolutely mandatory for every participant. Participants who have not attended the driver briefing may be refused participation in the event without this giving rise to any claims for reimbursement or reduction of the participation fee. OAT assumes no liability for the condition of the race track and the associated facilities. If alcohol, drugs or strong medication are consumed, driving is prohibited for the entire day. The participant is responsible for ensuring that he or she has sufficient and possibly legally required insurance cover (e.g. accident, health, liability, motor vehicle insurance, cancellation, travel repatriation insurance). By submitting his or her registration, every participant expressly agrees to these general OAT participation conditions!

3. PROTECTIVE CLOTHING: Protective clothing suitable for the race track is mandatory at all events! Leather suit (one-piece or two-piece with connecting zip) with protectors, full-face helmet, motorcycle boots, leather gloves, back protector. If a participant's clothing does not meet these requirements, OAT reserves the right to exclude the participant from the event until protective clothing that meets these requirements can be presented. This does not entitle the participant to a refund or reduction of the participation fee!

4. TECHNICAL PROVISIONS: The motorcycle must be suitable for use on the race track and in perfect technical condition! The following points are mandatory at all events: Indicators, mirrors and license plates must be removed. Headlights and rear/brake lights must be covered over a large area with opaque tape. Any volume restrictions must be observed. At events where races are offered, the following points are also mandatory: The assigned start number must be attached to the motorcycle so that it is clearly visible from the front. The oil drain plug must be secured with wire. Pure water (no antifreeze) must be used in the cooling system. The above technical regulations are absolutely binding and must be observed by every participant. If the regulations are not observed, OAT reserves the right to exclude the participant from taking part in the event until the technical conditions are met. This does not entitle the participant to a refund or reduction in the participation fee!

5. CONDUCT INFORMATION: The general rule is: every participant must behave in such a way that their behavior does not endanger other participants. In the paddock and pit lane, walking speed must be maintained. OAT endeavors to hold training in different driving ability groups (beginners, advanced, expert). The group allocation is based exclusively on the participant's own assessment. If a participant makes an obvious misjudgement, OAT reserves the right to place a participant in a group that is suitable for them during the event for safety reasons. Drivers of different speeds may meet during training, so special caution is required. Flag signals must be observed in all cases. Stopping on the track - for whatever reason - is strictly prohibited. If a participant's behavior attracts negative attention, OAT reserves the right to exclude the participant from the event - even without prior warning. This does not entitle the participant to a refund or reduction of the participation fee!

6. REGISTRATION AND PAYMENT: A registration is considered binding if it is made online or in writing and confirmed by OAT online or in writing. Verbal agreements and promises are not valid. With his binding registration, the participant undertakes to pay the associated participation fee and any additional services booked on time. The participation fee and the costs for any additional services booked are due for payment immediately upon receipt of the invoice.

7. ZAHLUNGSARTEN: Transfer: The participant transfers the participation fee due and the costs for any additional services booked to one of OAT's accounts without being asked to do so, within the deadline. Credit card: The participant pays the fee with VISA or MASTERCARD. The online form must be filled out with all important and necessary credit card information. When paying by credit card, the total amount will be debited when the invoice is issued. Any bank charges incurred are borne by the credit card holder..

8. STORNOREGELUNG: Cancellations must always be made in writing (by email, fax or letter). Time of cancellation and cancellation costs:

The cancellation fee is 20% of the invoice amount including additional costs if the cancellation is received by OAT more than 8 weeks before the appointment.

The cancellation fee is 50% of the invoice amount including additional costs if the cancellation is received by OAT more than 2 weeks before the appointment.

The cancellation fee is 100% of the invoice amount including additional costs if the cancellation is received by OAT exactly or less than 2 weeks before the appointment.

The participant can transfer the contractual relationship to a person, provided that this person meets all the requirements for participation and the transfer is communicated to the organizer within a reasonable period of time before the departure date. The transferor and the new participant are jointly liable for the outstanding fee and, if applicable, for any additional costs incurred as a result of the transfer. Transfer is not possible for flight tickets that have already been issued.

OAT and/or OAT contractual partners can withdraw from the contract in the event of force majeure such as extreme weather conditions, if the race track operator cancels, if the minimum number of participants is not reached or for other important reasons. In this case, the participant will be refunded the participation fee. Further claims against OAT and its contractual partners are excluded. OAT and its contractual partners are not liable for loss of driving time on the race track due to falls, other driving impairments, vehicle damage, bad weather conditions or similar. In such cases, the participant is not entitled to a refund or reduction of the participation fee..

9. APPLICABLE LAW: Swiss law applies, with the exception of its conflict of law provisions. The place of jurisdiction for all disputes in connection with this service is the locally and substantively competent court for CH-Frauenfeld, Switzerland.

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