



GENERAL TERMS OF USE | DISCLAIMER

BOBSLA

CHAMP OF THE LAKE 2024

The contractual partner (customer) of Ötztal Tourismus (Achweg 5 | 6450 Sölden) declares to only use the "Bobsla" vehicle under the following terms of use and also accepts these general conditions:

For reasons of better readability regarding the general terms of use, gender - neutral forms are used - always comprising both the female and male form.

1. The customer declares to be at least 16 years old (born in 2008 or older), weighs no less than 40 kg and no more than 115 kg, and does not suffer from any physical complaints, in particular heart disease, circulatory problems, epilepsy, etc. which can impair the ability to use the vehicle safely or which can endanger the physical integrity due to the use of the vehicle. The use of the vehicle by pregnant women can be dangerous and is therefore not recommended at all.
2. The customer may not use the vehicle under the influence of substances, especially alcohol, drugs or medication that affect the ability to use the vehicle. The customer expressly declares that there is no such impairment.
3. The customer declares to be fit to use the vehicle and that instructions on the vehicle were given and understood, in particular its operation and risks as well as the rules for using the track. However, the customer's attention must particularly focus on the following:
 - a. The customer must wear and fasten the vehicle's seat belt when using it or when riding on the intended route (seat belt is mandatory).
 - b. As long as the customer is in the vehicle, a helmet with visor or ski goggles must be worn.
 - c. The vehicle may only be used with appropriate protective clothing to avoid injury.
 - d. The vehicle only has one seat, therefore the maximum number of people per vehicle is 1. More than one person per vehicle is strictly prohibited.
 - e. The vehicle may only be used by the customer if the customer controls it from the seat provided for this purpose.
 - f. The customer may not use the vehicle to ram any other vehicles, objects, barriers or other obstacles or cause | risk a collision. In particular, consideration must be shown towards other riders, people and objects.
 - g. The vehicle may only be used within the designated area. Leaving this area or driving through the barriers is strictly prohibited.
 - h. The vehicle is not designed to drive in deep snow or on surfaces not prepared for this purpose, especially without snow. Riding in such areas is prohibited.
 - i. The driving speed must be properly adapted to the given circumstances, regarding especially the track itself and visibility conditions.
 - j. The customer is not allowed to leave the vehicle along the route. In the event of technical malfunctions, the staff on site must be informed.
 - k. It is not allowed to open or remove vehicle covers or touching moving parts of the machine or vehicle (for example crawler tracks).
 - l. All instructions given by the staff must be followed immediately.
4. The organizer reserves the right to reduce the performance of the vehicle remotely if the customer violates the general terms of use or if it is necessary due to current circumstances.
5. The customer declares to be aware of the typical dangers of motorsport by accepting all these risks. Taking these risks into account, the customer will use the organizer's vehicle and track at his own risk. The organizer is not liable for damage, especially personal injury, that the customer incurs as a result of actions at his own risk. Furthermore, the organizer's liability is excluded unless it concerns other personal injuries or damage that was caused intentionally or due to gross negligence by the organizer or third parties attributable to it.
6. The customer expressly confirms to assume civil and criminal liability for personal injury, property damage and financial damage caused by the customer while using the vehicle or the track. This applies in particular if the damage is due to the fact that the customer did not comply with the terms of use. Furthermore, the customer declares in this context to hold the organizer harmless from any claims made by third parties.
7. If a provision of these terms of use is wholly or partially ineffective, invalid or unenforceable, this does not invalidate all the rest of provisions. The remaining content of the terms of use shall be unaffected and in such a case a provision which is not ineffective, invalid or unenforceable and comes as close as possible to the legal and economic result of the ineffective, invalid or unenforceable provision is deemed to have been agreed.
8. Unless mandatory law conflicts with this, the court responsible for material and local jurisdiction of the organizer's registered office is agreed as the place of jurisdiction. Any legal disputes are subject exclusively to Austrian law, with the exception of its conflict of law and reference rules and the UN Convention on contracts for the international sale of goods.

After reading these general terms attentively I agree and use the „Bobsla“ offer at my own risk.

First and last name IN BLOCK LETTERS	Date of birth

Date _____ Signature _____