



**WAIVER OF LIABILITY
ZILLERTAL VALLEY RALLEY HOSTED BY BLUE TOMATO & RIDE SNOWBOARDS**

Tourstop: _____ Place: _____

Date: _____

This **LIABILITY WAIVER, ASSUMPTION OF RISK AND WAIVER OF CLAIM** ("Agreement")

Is agreed from and between

_____ (Name "participant" in block letters) and the ASTHETIKER association. In this Agreement, the term "participant" includes the parent or legal guardian if the participant is under the age of eighteen (18).

CONSIDERING that the participant has voluntarily registered to participate in the **ZILLERTAL VALLEY RALLEY**, which takes place on the **11th March - 12th March 2023 at Penken Park / Mayrhofen**.

CONSIDERING that the participant is aware that participating in the scheduled events constitutes a **HAZARDOUS ACTIVITY with intrinsic dangers**, he has voluntarily enrolled in this event, **despite all known and unknown risks of serious bodily injury and / or death** in training for or when attending the event and

CONSIDERING that the participant understands that this agreement is a general waiver that precludes the participant from making any claim of assault and / or death in any way connected with training for or participation in the scheduled Event; and

CONSIDERING that the participant knows his / her own abilities and limits regarding the events to which he / she is registered

the participant expressly and voluntarily **agrees to the following**, regarding to admission to participate in these scheduled events:

1. TO ASSUME ALL HAZARDS of bodily harm and / or death resulting from attending and / or training for the scheduled events;

2. to check the site [the course] before training or before or during participation of any event;

3. TO DISCLAIM ALL CLAIMS the participant may subject to the Asthetiker association, their Officers, Agents, Employees, Managers, Subsidiaries, and all Insurance Companies for any Losses, Damages, Injuries, or financial Expenses which participants, or the relatives of the participant suffer, and which are a consequence of the participant's training for or participation in any scheduled event, **for any cause including, but not limited to negligence** on the part of the Asthetiker Association, its officers, Representatives, employees, directors, affiliates, sponsors, affiliates and any organizations or persons employed to perform any functions related with the Zillertal Valley Ralley, as well as all volunteers;





4. The Ästhetiker Association and its officers, agents, employees, directors, shareholders, affiliates, sponsors and all insurance companies to **RELEASE FROM LIABILITY AND TO ASSUME LIABILITY ["HOLD HARMLESS"]**, for any loss, damage, injury or financial Expenses incurred by the participant or relatives of the participant, and which are a consequence of the participant's training for or participation in any scheduled event, **for any cause including, but not limited to negligence** on the part of the Ästhetiker Association, their officers, agents, employees, directors, sponsors, affiliates and any organizations or persons employed to perform any functions related with the **ZILLERTAL VÄLLEY RÄLLEY**, as well as all volunteers;

5. That this agreement is interpreted in accordance with the law of the Austrian State.

6. That any disputes concerning the execution of this agreement are submitted to the court of the Austrian State and that they are not transferred to another state.

7. It is noted that photos and/or videos are made at the venue and may be published for the purpose of documenting the event. I hereby agree and grant the Ästhetiker Verein, Bergbahnen and all sponsors of the **ZILLERTAL VÄLLEY RÄLLEY** the right to use any picture and video material produced of me during my participation in the **ZILLERTAL VÄLLEY RÄLLEY** for unlimited time for any and all future Ästhetiker events to publish at press coverage, various (social) media, publications and websites of the Ästhetiker, Bergbahnen and Sponsors.

I, the signatory participant, have read and understood the terms of this Agreement and voluntarily sign this Agreement. I acknowledge that this Agreement is binding on me, my heirs, assigns and relatives.

Date of birth of the participant

Name of the participant / under 18 years: additionally name of a legal guardian

Address of the participant

Contact number of the participant

Email of the participant

Date & Place

Signature of the participant / under 18 years: Signature of a legal guardian

