

1) Rental agreement

between the company **GAPromotion GmbH, Basling 11, 4770 Andorf, hereinafter referred to as "GAP"**, and

Company: _____

Mr/Mrs: _____

Address: _____

Tel. /Mobile phone no. _____

E-mail: _____

Driving licence number: _____ Issuing authority: _____

hereinafter referred to as the "renter", the following is agreed:

GA shall provide for the period from _____ to _____

the following vehicle on loan:

Model: _____ Registration number: _____

Chassis number (VIN): _____ Mileage: _____

Rental conditions:

1. It is imperative that the renter submits a valid driving licence to GAP prior to starting the drive!
2. The renter has to sign attached liability release.
3. The renter shall take over the vehicle in technically fault-free condition and obligates himself to refrain from performing any manipulation or modification to the vehicle. Passing-on of the vehicle to any third parties is not allowed.
4. The renter shall hand back the vehicle to GAP in an orderly and undamaged condition.
5. For itself, its heirs and its attendants the renter waives in relation to GAP (incl. affiliated companies, statutory representatives and employees) the right to any compensation for damages or personal suffering in connection with the loan agreement.
6. In the event of any damage the renter shall bear the cost of all damage to the vehicle and, if the latter is lost, shall replace it. The vehicle in question does have fully comprehensive insurance cover! All costs incurred from any damage event or from any traffic offence shall be reimbursed by the renter up to the amount of the deductible.
7. In the event of any damage GAP shall be informed immediately and the nearest police station has to be notified.

2) Liability Release

Assumption of Risks: I understand that riding motorcycles in general is inherently dangerous. I represent to GAP, that I have had sufficient experience riding motorcycles to understand all the risks involved. I fully and voluntarily accept and assume all risks, whether before, during or after the rent. Such risks include, without limitation, physical and mental injury, pain and suffering, emotional distress, trauma, illness, death, whether or not caused by negligence or other fault of GAP, equipment malfunction, inadequate training or supervision, defective design or manufacture of equipment, the effects of weather or other surrounding conditions. All risks are known and appreciated by me. I waive any and all specific notice of the existence of the risks. I shall assume and pay my own medical and emergency expenses in the event of injury, illness or other incapacity.

Release of Liability, Waiver of Claims and Covenant not to Sue: Knowing these facts, I, the undersigned, for myself, my successors and anyone acting on my behalf, do hereby release, waive, discharge and covenant not to sue GAP, GAP related companies, and each of their representatives and employees, from all claims, demands, liabilities or other expenses of any kind I have, may have or hereafter accrue against GAP, directly or indirectly. My waiver and release of claims shall include, without limitation, all claims for negligent acts or omissions that I may have or claim to have against

GAP, GAP related companies, and each of their representatives and employees for all personal injuries, including death, and any injuries to property, directly or indirectly.

Indemnification: I agree, for myself and my successors, to indemnify, defend and hold harmless, including all costs and attorney fees, GAP, GAP related companies and their representatives and employees, from all claims and suits for personal injuries including death, damage to property and any third party, caused directly or indirectly by any act or omission arising out of riding the motorcycle.

Other conditions and agreements:

- In connection with this liability release, I am not relying on any oral or written representations or statements made by third parties regarding the risks involved.
- I represent to GAP that I will wear appropriate protective gear, which consists at least of an approved helmet, while riding a motorcycle.
- I agree that my name, all photographs, movies or other likenesses taken or made of me by GAP or its representatives, as well as any reproduction or replica of the same may be used by GAP or its representatives in any reasonable manner without my further approval.
- **I agree that GAP can use my above mentioned personal data for marketing purposes. These data will not be forwarded to third parties. I am free to revoke this consent at any time.**
- I am in good health and have no physical or mental condition that would restrict or prevent me from riding a motorcycle. I acknowledge and agree to inspect the motorcycle for its flawless mechanical and ready to ride condition before each ride according to customary duties.
- Should I negligently cause damage to the motorcycle, I agree to reimburse to GAP the repair costs upon request.

This liability release is subject to Austrian Law excluding the provisions of the International Private Law. Any disputes arising out of or in connection with this liability release will be brought before and be subject solely to the jurisdiction of the responsible court in Ried im Innkreis.

Riding on public roads/highways:

I will observe the respective street, weather and other surrounding conditions, obey to all traffic laws, and follow the instructions of GAP or the promoter.

I have been informed that all GAP vehicles including Motorcycle are covered under a comprehensive insurance policy. I agree to be responsible for all property damage to any of the GAP vehicles caused by myself in any way, shape or form up to the amount of the deductible

I understand that I am giving up substantial rights by agreeing to this document. I confirm that, prior to signing below, I have read and understand this liability release and its legal implications and consequences.

Place / date:

Signature of GAP

Signature of renter

Vehicle returned on: _____ Mileage: _____

Defects: _____ Accepted by: _____