

DISCLAIMER & TERMS OF PARTICIPATION

MotoGP Pro Simulator by Sevensim at the KTM Motohall

Location: KTM Motohall 5230 Mattighofen, KTM Platz 1

Device/Model: MotoGP Pro Simulator by Sevensim, Foyer KTM Motohall

Operator: KTM Motohall GmbH

1. PURPOSE & SCOPE

This disclaimer outlines the terms and conditions governing the Participant's ("Participant") use of the **Sevensim MotoGP riding simulator** ("Simulator") provided by the Operator. By signing, the Participant acknowledges that they have read, understood, and agree to the provisions set out in this document.

2. RISK INFORMATION

The Participant acknowledges that using the Simulator—particularly due to **leaning/motion functions**, vibration, visual effects, and realistic simulation—may involve the **following risks**, including but not limited to:

- **Risk of falling or getting trapped** when mounting/dismounting or during use,
- **Physical strain** on the back, neck, joints, and cardiovascular system,
- Triggered symptoms in individuals with **epilepsy, seizure tendencies, or balance disorders**,
- Dizziness, nausea, headaches, and balance issues.

The Participant confirms that they have been **informed of these risks**.

3. HEALTH CONDITION & SUITABILITY

The Participant confirms that they,

- will only use the Simulator if they are in a **suitable state of health**,
- have **not consumed alcohol, drugs** or any medication that may **impair consciousness or reaction time**,
- are not aware of **any contraindications** that would prohibit use (in particular cardiovascular conditions, back or neck issues, pregnancy, recent injuries/surgeries, epilepsy, or neurological disorders).

4. CONDUCT AND SAFETY RULES

The Participant agrees to:

- **follow all instructions** given by staff and observe all **operating information** (displays/signage),
- refrain from **reckless or hazardous movements**,
- wear **appropriate footwear/clothing** and **secure any loose items** (e.g. mobile phone),
- ensure that **access/use by minors** complies with the Operator's rules,
- report any **damage or defects** immediately.

5. LIMITATION OF LIABILITY

5.1. The Operator shall be liable in accordance with statutory provisions only for **intent and gross negligence**.

5.2. Liability for damages that were not foreseeable or are atypical at the time the agreement was concluded is **excluded**.

5.3. The Operator assumes **no liability** for damage to the Participant's **clothing or personal property** unless caused by intent or gross negligence on the part of the Operator.

5.4. **Product liability** and **mandatory statutory** claims remain **unaffected**.

5.5. The Operator shall not be liable for any damages resulting from the Participant **disregarding instructions**, participating despite obvious health concerns, or using the Simulator **improperly**.

6. MINORS

Use of the Simulator by **minors (from 10 years of age)** is permitted only in accordance with the Operator's rules. For Participants **under the age of 18**, the consent of a parent or legal guardian is **required**:

Parent / Legal Guardian:

Name: _____ Relationship: _____

I am the legal guardian or have been duly authorized, and I **consent** to the minor's use of the Simulator as well as to this liability waiver.

Signature: _____ Date: _____

7. FINAL PROVISIONS

7.1. Should any individual provision of this agreement be or become invalid, the validity of the remaining provisions shall remain unaffected.

7.2. Austrian law applies, excluding its conflict-of-law rules. The exclusive place of jurisdiction shall be the registered seat of the Operator.

PARTICIPANT CONFORMATION

I confirm that (1) I have read and understood the **risk information**, (2) I am in a **suitable state of health** and will comply with all **safety rules**, and (3) I have understood the content of the **liability waiver** and agree to it.

Participant

Name: _____ Date of Birth: _____

Phone/E-Mail (optional): _____

Signature: _____ Date: _____