



Disclaimer for the free provision of a vehicle and for participation in a guided tour

Between Frank Hoffmann and



the following contract is concluded:

1. For the participation in the QuadTour on _____ only, the above Quad is provided to the driver free of charge.
2. The customer undertakes to strictly follow the instructions to the tour guide and to use the vehicle in accordance with the regulations.
3. Any defects on the vehicle must be reported to the tour guide without delay.
4. The vehicles are all liability insured. The driver is liable for damage to the vehicle in full, which he caused by negligence or gross negligence due to driving or operator error. For the Quad there is a liability insurance incl.. A comprehensive cover is excluded.
5. The amount of damage incurred will be determined by a cost estimate to be provided by the organizer. This will be announced to the participant. The compensation amount is due one week after receipt of the estimate.
6. If the participant does not agree to the costs listed therein, an independent assessor will be called in to assess the damage by the organizer. The participant has to bear the costs if the report reaches or exceeds the amount of the estimate. Otherwise, the organizer will bear the costs. The compensation amount is due no later than one week after receipt of the expert opinion.
7. The participant's driver's license is checked by the organizer before departure and must be carried by the participant during the tour.
8. The organizer excludes his liability for slightly negligent breaches of duty also of the tour guide, as far as these are not affected by damages for injury to life, body or health or guarantees. Furthermore, the liability for the breach of obligations, the fulfillment of which makes the proper execution of the contract possible in the first place and on the compliance of which the customer may regularly rely remains unaffected.
9. The participant is instructed in detail by the organizer before the start of the journey in the proper use of an ATV.
10. For safety reasons, the organizer / tour operator reserves the right to exclude the participant from active participation in the tour, both in cases of gross negligence and insecure and thus traffic-endangering driving style, without any claim for reimbursement of payments already made.
11. The same applies to driving under the influence of alcohol or drug-addicted participants. The consumption of alcohol or other intoxicating means is prohibited during the tour both the participant and any riders.
12. The participant acts voluntarily and on his own responsibility. He was fully informed about the risks involved in participating in this tour. The participant declares to have understood the risks and dangers and thus the possible consequences of participating in the tour. He accepts them with his signature.
13. Should a clause of this agreement be or become ineffective, the rest of the contract shall remain valid. The parties undertake in this case to make an agreement which comes closest to the ineffective agreement economically.

Place/Date

Signature Owner:

Signature Driver:

Benidorm, _____