

**DECLARATION OF ACKNOWLEDGEMENT REGARDING THE CONDITIONS OF PARTICIPATION IN ROTAX FLY-IN 2022**

I attend the Rotax Fly-In 2022 (" event ") and participate as a pilot using an aircraft according to my registration for the event made via BRP-Rotax GmbH & Co KG (" Rotax " or " company "). I am a trained pilot and have a valid pilot's license. I am informed about the schedule and the program of the event and also about the fact that the event is organized by Rotax and hosted by Fliegerclub Weiße Möwe Wels ("WMW") in Wels.

By participating in the event, I accept to abide by the valid event and house rules of the WMW at the venue of the event. These are available under the

link <https://www.wmw.at/download/flugplatz/Zivilflugplatz-Benuetzungsbedingungen.pdf>

I acknowledge that during the events of Rotax also recordings of the audience area will be made to document the events and the mood of the participants for the interested public. No photographs will be published that depict participants in a way that they might find objectionable. If individual participants are to be separately photographed or interviewed, this will only be done with their consent.

COVID-19 Measures

I undertake to comply independently and on my own responsibility with the currently applicable COVID-19 measures of the EU on reopening for travelers, available at the link <https://reopen.europa.eu/de> as well as the COVID-19 measures currently applicable in Austria at the time of the event. I acknowledge that in case of non-compliance with the COVID-19 measures applicable in Austria, Rotax is entitled to prohibit my (further) participation in the event and to expel me from the venue.

Arrival and departure, equipment, and accompanying persons

I am the owner/authorized user of the aircraft used by me for the event, including the associated trailer and equipment. I am solely responsible for the arrival and departure as well as the whereabouts of the aircraft including the associated trailer and equipment for the duration of the event on the WMW premises. I participate in the event exclusively at my own risk.

In accordance with the applicable legal provisions, I am liable to WMW, Rotax or other third parties for any damage caused by me (or persons attributable to me) to equipment or to the premises of WMW, Rotax or other third parties, as well as for personal injury.

All damage that I cause to the aircraft, the associated trailer and/or other equipment during my arrival or departure as well as during my stay at the premises of WMW are to be borne by me. The same applies to any damage I myself suffer as a result of my culpable conduct. It is at my own discretion to arrange for appropriate insurance coverage for the aircraft, associated trailer and/or other equipment, if necessary.

Rotax's liability for damage caused by Rotax (or persons attributable to it) is limited to intent and gross negligence with regard to property damage and financial loss. Rotax's liability is excluded for

- I. slight negligence (except in the case of personal injury),*
- II. unforeseeable events beyond Rotax's control that make participation impossible (such as weather-related disruptions), and*
- III. damages I suffer due to the culpable behavior of other participants.*

I also assume the obligation to comply with the COVID-19 measures for the persons traveling with me and enrolled, including minors, who attend the event with me. If persons traveling with me are minors, I am also responsible for their supervision during their entire stay at the event, provided that no other parent or guardian traveling with me or other accompanying persons are responsible for their supervision. Rotax does not assume any liability for underage persons staying on the WMW premises during the event.