

# Terms and conditions of participation & contractual declarations

As of: 23.11.2022



#### Nature and content of the event

Driving training on a circuit that is closed to public traffic during the event. The track has been selected exclusively for safety reasons. The event is not intended to achieve top speeds or to determine the shortest driving time, but to optimise driving skills and technique. The aim of the event is to improve driving safety for road traffic.

## Terms and conditions of participation

Participation in the drivers' briefing is mandatory for all drivers. A missed driver's briefing can be rebooked for 50€ if necessary. Every participant knows and accepts the driving rules for this event. In case of non-participation in the drivers' briefing, infringement of the driving discipline, the driving rules or the instructions of the organiser, the participant can be immediately excluded from further participation in the event. There will be no refund of the participation fee.

All automobiles that comply with the invitation to enter are admitted. The vehicles must be in technically perfect and roadworthy condition and must be equipped with towing devices (hooks or similar). All holders of a valid driving licence or a valid licence to drive the vehicle used are entitled to participate. Valid vehicle documents must be presented on request. The participant de

The participant declares by his signature that he is the owner of the vehicle to be used. If a participant is not the owner of the vehicle used, a waiver by the vehicle owner must be enclosed with the registration or submitted at the latest at the event. The participant is also responsible under civil law for ensuring that the waiver is legally valid. In the event of misleading or false waiver declarations on the part of the In the event of a misleading or false waiver by the vehicle owner, the participant shall indemnify the organiser against any claims by the vehicle owner. Co-drivers must be at least 16 years old (in Italy, France and on the Nordschleife at least 18 years).

The participant agrees to photo, sound and film recordings during the event and to the free as well as the use of these free of charge on the Pistenclub website and for other Pistenclub publications.

#### Other provisions

The instructions of all persons in charge of the organisation of the event must be followed without fail. Each participant shall bear the costs for his vehicles, travel, food and accommodation himself. The organiser reserves the right to make any necessary changes to the programme due to force majeure, for safety reasons or due to conditions imposed by the authorities, or, if necessary, to cancel the event if this is due to extraordinary circumstances, without assuming any liability for damages. If the number of participants is too low, the organiser is entitled to cancel the event (or individual groups). In this case, any participation fees paid will be refunded. No further claims against the organiser can be derived from this.

In case of no-show, the participation fee will not be refunded. Rides or rides for a fee, such as "taxi rides" and instructions by persons and instructors not authorised by the organiser, are not permitted. Violations will result in immediate exclusion from the event.

#### Transponders (currently only Nordschleife & Bilster Berg Drive Resort) / Noise level of the vehicles

At the organisation on site, a transponder will be issued against a deposit (ID card, driving licence) for measuring the volume and identification of each vehicle. This transponder must be fitted in accordance with the regulations. In case of loss or non-return, the transponder must be replaced by the participant. The vehicle must adhere to the maximum volume specification of the track operator. Exceeding the maximum volume will result in exclusion from the event without refund of the entry fee.

## Costs for the participant in case of cancellation of this registration

In case of cancellation up to 30/14/7 days before the event, the nominal amount of 25%/50%/75% is due. In case of cancellation less than 7 days before the event or in case of no-show, the full entry fee is due. The club management will decide on possible exceptions to this rule, e.g. in cases of personal hardship or force majeure.

# Contractual declarations oft he participants on the exclusion of liability

- 1) The participants (all drivers, co-drivers, teams, vehicle owners, keepers, helpers) take part in the event at their own risk. They bear full civil and criminal liability and responsibility for all damage caused by them or the vehicle they use. Teams are liable for their drivers, co-drivers, guests and helpers. By submitting this registration, the participants declare the waiver of claims of any kind of damages related to the event against:
  - the organiser(s), including all affiliated clubs, associations and organisations
  - · their helpers, instructors and driving trainers, sports managers and sports stewards, the track owner and operator
  - · all affiliated companies and their employees including marshals and other appointed persons and companies
  - the authorities, service providers, sports officials and all persons connected with the organisation of the event, the road authorities, insofar as damage is caused by the condition of the roads to be used during the event, including accessories
  - the vicarious agents of all persons, companies and institutions mentioned above,,

except for damages resulting from injury to life, body or health based on an intentional or negligent breach of duty and except for other damages based on an intentional or grossly negligent breach of duty. It is expressly pointed out that this waiver of liability also applies if instructors drive participant vehicles (e.g. demonstration drives) and if participants allow themselves to be taken along in vehicles of the organiser or other club members or instructors (e.g. demonstration drives).

- 2) The liability of the participants among themselves remains at all times; no waiver of liability applies here. The participants undertake to compensate the injured party for any damage they cause during the event on the premises of the race track or to other participants or their vehicles and to settle the claim directly with the injured party or via their own liability insurance, if such insurance exists.
- 3) Furthermore, by this declaration, the participants fully indemnify all the aforementioned against any claims by third parties, should they hold the aforementioned jointly liable due to an accident or other damage caused by the signatories.

By submitting these contractual declarations, each participant accepts the above conditions as binding without any restriction and they become effective vis-àvis all participants upon submission of this registration. The waiver of liability vis-à-vis the organiser applies to claims on any legal grounds, in particular to claims for damages arising from contractual as well as non-contractual liability and also to claims in tort. The liability towards the other participants remains valid.

Date, location	Name in block letters	Signature