

DECLARATION ON WAIVER OF LIABILITY AND INDEMNITY

Only the German version is legally binding.

Training: Nordschleife

from: 13.07.2021

to: 14.07.2021

The waiver of liability has to be signed by each participant prior to event start.

The participant takes part in the event at his own risk. Participation in the event involves inherent risks. The participant carries the sole civil and penal responsibility for any damage caused by him or the vehicle used by him, unless a waiver of liability is agreed upon. Applicant and rider waive any claims for damages arising from or in connection with the event against

- the organiser/s, its/their bodies, its/their commissioned instructors, other auxiliary persons and vicarious agents
- stewards, marshals, the race track operator, the race track owner and the agencies responsible for road construction and maintenance (as far as damages were caused by the condition of the roads including auxiliary equipment used during the course of instruction)

- all other persons connected to the organisation of the event

except for damages arising from intentional or negligent breach of duty – including any such breach of duty by any legal representative or vicarious agent of the category of persons absolved from liability – and leading to injury to the life, body or health; in addition, this waiver shall not apply to any other damage arising from intentional or grossly negligent breach of duty – including any such breach of duty by any legal representative or vicarious agent of the category of persons absolved from liability.

Furthermore, applicant and rider waive any claims for damages arising from or in connection with the event against
- other participants (applicants, riders, passengers), their helpers, owners and registered keepers of the other vehicles; except for damages arising from intentional or negligent breach of duty – including any such breach of duty by any legal representative or vicarious agent of the category of persons absolved from liability – and leading to injury to the life, body or health; in addition, this waiver shall not apply to any other damage arising from intentional or grossly negligent breach of duty – including any such breach of duty by any legal representative or vicarious agent of the category of persons absolved from liability.

This waiver is also declared for

- the participant's relatives and persons entitled to maintenance. The undersigned releases the organiser/s from third party claims according to the aforementioned provision.

Furthermore, the waiver of liability and indemnity does not apply to claims in accordance with the German product liability law. Insofar as the participant himself is not the owner and registered keeper of the motorcycle he uses, he also releases the organiser/s, its/their auxiliary persons as well as the commissioned instructor of liability from any claims made by the registered keeper and owner of the vehicle according to the extent of the aforementioned disclaimer of liability.

The waiver of liability and indemnity shall come into effect towards all involved persons and parties with the signing by the participant. They are valid for claims on any legal argument, especially on any claim for damages of contractual and non-contractual liability and claims because of unauthorised action.

Legal representatives of minor participants confirm their acknowledgement of the fact that during the event they exclusively hold the obligatory supervision for the participant that they represent. In general, there is an increased risk due to the inexperience of minors.

The preceding waiver of liability clause is without prejudice to any tacit waiver of liability.

The participant has taken note of the fact that

1. he rides at his own risk
2. he has to adjust his riding style on his own responsibility regarding traffic, road conditions and riding within the group and has to follow the traffic laws in effect in the country he is riding in
3. riding requires experience and a good physical constitution
4. riding a motorcycle is dangerous and holds the risk of falling and injury for oneself and others
5. he does not have to ride passages that he considers too difficult. He can rather ask the instructor to bring his motorcycle across the passage in question or – after having consulted the instructor – ride another route.

The participant explicitly declares

1. to be in a good and healthy condition
2. to have taken out himself sufficient third party liability, accident and health insurances
3. to have carefully read the preceding text before signing it

The participant assures to participate in the event only with orderly motorcycle safety gear: For all training types offered by the "action team" the following applies: full face helmet (ECE regulation 22), back protector, gloves and motorcycle boots. Lace-up boots are not allowed!

Race track trainings: It is only allowed to ride with leathers (NO textile). Other gear see above

Rider trainings: Textile or leather suits (two-piece suits have to be connected by a zipper). Other gear see above

Supermoto: Leathers (one or two-piece suit), leather gloves, helmet, glasses and solid boots

Enduro: Enduro jacket and trousers, shoulder protectors, gloves, helmet, glasses and solid boots

With his signature, the participant affirms that he has received the following documents or that they have been made available to him by other means (e.g. notification of an online link), that he has taken note of them and that he undertakes to comply with the specifications contained in these documents:

- Driver Briefing
- Corona measures (also displayed on site)

Note on COVID 19:

The participant is strongly advised to refrain from participation in his own and also in the interest of the other participants, if he has typical symptoms that may be signs of an infection with the COVIS-19 virus.

These are in particular signs of a cold, such as fever and rhinitis or cough, as well as respiratory symptoms such as shortness of breath or difficult breathing. In case of recognizable presence of such symptoms the organizer has to exclude participants from the participation

The participant agrees that photos and film recordings taken during the event are published on the organiser's/organisers' website/s, in press releases and print products.

Additional liability provisions for rider trainings

The German Road Traffic Act and the German Road Traffic Licensing Regulations are not solely binding, especially when riding on non-public roads. The participants are called upon to ride responsibly. No insurance has been taken out by the organiser. A security check of the motorcycle prior to the event will not affect the validity of this liability waiver.

Additionally, the following applies for race track trainings:

The organiser is not liable contractually or non-contractually for damages of any kind incurred by the participant or damages arising from the training for him or third parties, unless the organiser, one of its employees or auxiliary persons act intentionally or in a grossly negligent way. This waiver of liability does not apply to personal injury if the damage was caused by a negligent or intentional breach of duty by the organiser, its auxiliary persons or employees. The participant releases the organiser from third party claims that arise from accidents according to the aforementioned provision.

First Name and Last Name (Block Letters)

Date of Birth

Place, Date

Signature
(young people under 18 years: signature of legal guardian)