

# TRACKDAY (AUTOMOBILE)

FRIDAY, OCTOBER 05<sup>TH</sup> 2012

MOTORSPORT ARENA OSCHERSLEBEN

noise limit: ±98 dB (driveby)



provisional schedule (subject to change):

- 09.00 – 09.30 h --> optional guided laps (i.e. for beginners/newcomers)  
09.30 – 17.00 h --> free driving, 2 category alternation as follows :  
vehicles with road license (= street-legal + number plate) and  
vehicles without road license (organizer may allow road cars driving in this category also )

<b>OPTION:</b>	<p><b>Active-Coaching</b> Active Coaching with experienced Instructor ; participants tuition during the day, 1-to-1 coaching in your car, passenger seat required, personal valuation at end of day (guided laps included)</p> <p><b>Pistenclub membership:</b> To obtain all the benefits from a Pistenclub membership, please download the form "Membership Pistenclub" from our website <a href="http://www.pistenclub.com">www.pistenclub.com</a> (-&gt; Downloads) where you may also get further informations. (<a href="http://www.pistenclub.de/Portals/0/Mitgliedschaft/Membership_Pistenclub_2012_english.pdf">http://www.pistenclub.de/Portals/0/Mitgliedschaft/Membership_Pistenclub_2012_english.pdf</a>) Or call us: tel: +49 (0) 2153 - 95 13 11 !</p>
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Hereby, I (we) confirm booking for above event with \_\_\_ vehicle(s) for category  with  without road license.

Participation fee per vehicle:

- |  |   |         |
|--|---|---------|
| <input type="checkbox"/> free driving    | 370.- Euro Club-Members / 470.- Euro guests | _____ € |
| <input type="checkbox"/> guided laps     | 30,- Euro add.                              | _____ € |
| <input type="checkbox"/> Active-Coaching | 200,- Euro (guided laps incl.) add.         | _____ € |
| <input type="checkbox"/> 2nd driver:     | _____ 75,- Euro each add.                   | _____ € |
| <input type="checkbox"/> passenger:      | _____ 20,- Euro each add.                   | _____ € |

Total participating fee of EUR \_\_\_\_\_ is  paid by cheque (+10,-€)  bank transferred in favour of :

**Note: sending of this form is considered as obligatory registration !**

Bank: Sparkasse Krefeld ,Account no. IBAN : DE66 3205 0000 0018 0122 45 , SWIFT-BIC : SPKRDE33 )

Name: \_\_\_\_\_ Member No. (Guest) : \_\_\_\_\_

Adresse: \_\_\_\_\_ first time on race track?  YES  NO

Residence incl. postcode: \_\_\_\_\_

Telephon: \_\_\_\_\_ Fax: \_\_\_\_\_

mobile/GSM : \_\_\_\_\_ E-mail: \_\_\_\_\_

Vehicle(s) make/model: \_\_\_\_\_

I (we) agree to be bound by, and hereby acknowledge, all terms and conditions for both attending and participation, including, but not limited to, exclusion of the promoter's liability as printed overleaf :

City, Date:

Print Name(s):

Signature(s):

## **- Participation Conditions, Contractual Agreement & Liability Disclaimer -**

### **Nature of Event**

Driver training on a circuit plant from which public traffic is excluded during the event. The circuit is a race track specifically selected bearing the relevant safety aspects in mind. The purpose of the event is to maximise the driver's ability and to optimise technique, along with control of the vehicle. The aim of the event is to improve vehicle control and driving safety.

**The participation in the driver's briefing is an obligation for all participants - each driver has to know and accept the driving rules for this event!**

### **Conditions for Participation**

The event is open to standard and modified cars, choice of tyres is free. Trucks and motor cycles are not permitted. Every vehicle attending has to be in good technical condition and must be equipped with a tow off device. The event is open to all drivers in possession of a valid driving licence or in possession of any valid licence to drive the vehicle to be used. The driver

must be the owner of the vehicle to be used for the event. Where the driver is not the owner of the vehicle to be used, her/his application must be accompanied by a waiver on the part of the owner of the vehicle, or this waiver must be submitted before the beginning of the event, at latest. Under civil law, the driver is responsible for ensuring that this waiver is legally valid. It is not the responsibility of the event promoter to check whether the driver is the owner of the vehicle to be used or whether he has obtained a waiver from the owner of the vehicle; thus, without any doubt the driver bindingly enters into full legal responsibility according to this agreement accepting such conditions without any exclusion.

### **Miscellaneous Conditions**

Use of seat belts is mandatory during driving on the track. Each passenger **MUST** wear a crash helmet when driving on the track and the minimum age of passenger is 16 years, maximum 2 persons per car. It is strictly forbidden : to cross the boundary drawn i.e. by cones, to go back on the track, to reverse one's car on the track, to drive on the track in the opposite

direction ! It is absolutely essential that the instructions of all persons involved in the organisation of the event be obeyed. In addition to the charge for participation, each participant shall bear the operating costs for the vehicle(s) to be used, along with the costs of travel, board and lodging. The event promoter reserves the right to undertake all changes to the event occasioned

by force majeure (Act of God), for safety reasons, or in response to requirements imposed by official bodies, or even to cancel the event where this step is required due to extraordinary circumstances, without accepting any obligation of any kind to provide compensation. Otherwise, the event shall take place irrespective of weather, with no participation fee being refunded if the participant should fail to appear.

The participants and accompanying persons may be agree with picture, sound and film footage during the event and also the free use of these recordings on the Pistenclub website and other Pistenclub publications.

### **Costs for the participants in cancellation of this booking:**

**Until 30 days before the event 75% of participation fee.**

**Until 14 days before the event 50% of participation fee.**

**At least 7 days before the event 75% of participation fee.**

**On the day of the event 100% of participation fee.**

**(Exceptions only for personal hardship or force majeure)**

### **Liability Disclaimer**

Participants (hereinafter to include applicants, drivers, teams, passengers, vehicle owners, vehicle keepers and their assistants) hereby declare irrevocably and agree to be courteous, sportsmanlike and not to surpass one's possibilities and those of one's car – also participants hereby declare that their participation in the event is at their own danger and at their own risk. They bear sole responsibility under civil and criminal law for all damages caused by themselves or by the vehicle used, unless any exclusion of liability is agreed under the terms of this agreement or the conditions of the event.

Conversely, the event promoter accepts absolutely no liability in respect of participants for any personal, material or property damages, either prior to, during or after the event. On submission of this application, participants formally waive any right - with the exclusion of recourse to law, in respect of themselves, their legal successors or those persons for whose maintenance they are liable, for any damages or accident suffered in connection with the event - to initiate proceedings or seek recourse from and against :

- the event promoter or promoters, including all associated clubs, associations and organisations;
- the assistants and instructors of the above;
- the circuit owner and its operators, other circuit operators and its staff, including circuit marshals and other companies engaged;
- authorities, racing services and any other persons associated with the organisation of the event;
- the body responsible for road construction, in the event that damages, including to accessories, are caused due to the surface finish of the roads to be used for the event;
- the subcontractors and servants of all of the persons, companies and bodies indicated above, except where damages are caused by deliberate action or gross negligence.

Furthermore, by this declaration, signatories release all of the above-mentioned parties completely from any claims made by third parties, in the event that such claims include the above-mentioned parties in co-liability in respect of any accident caused by one of the undersigned, or any other event resulting in damages.

**In respect of any damages caused by participants to others or to the racing circuit site and its facilities during the event (i.e. guard rails), participants undertake to settle full associated costs immediately with the persons or party harmed directly on location. Each participant is himself responsible for liability waivers (preferably in writing) in respect of such claims as may be made by an assistant against the relevant participant on whose behalf the assistant is acting.**

The event promoter/s, including all associated clubs, firms, associations and organisers disclaim any responsibility in case of robbery. Otherwise, the event promoter is only liable to the extent that no exclusion of liability is agreed by means of this agreement's specification and designation. On submission of her/his application, each participant bindingly acknowledges this liability waiver and the conditions of participation fully and without any restriction.

I (we) do fully understand the above terms entirely, and I (we) hereby do enter into such contractual agreement :

City, Date:

Print Name(s):

Signature(s):