

Entry - Participation in an NLS event in 2023 and Disclaimer

Scope of application:

This disclaimer applies to all legal relationships between the competitor/team and driver and the organiser, promoter, series organiser of the NLS, VLN Sport GmbH & Co. KG (hereinafter "**VLN Sport**"), VLN VV GmbH & Co. KG (hereinafter "**VLN VV**"), their managing directors, bodies, agents, employees and members. This disclaimer applies in particular to the entry and the participation in an event/race of the Nürburgring Endurance Series (hereinafter "**NLS**") at the Nürburgring which is held by the organisers VLN VV and VLN Sport.

General contractual declarations of driver, competitor/team (driver, competitor/team = participant).

The participants are jointly and severally liable for all obligations arising from the entry contract / registration contract.

The participants warrant that

- the information given in the entry/registration is correct and complete,
- they are fully capable of meeting the requirements of the NLS event(s) (= untimed and timed practice, qualifying, warm-up, practice and inspection runs, event, race, heats, special stages to achieve maximum speeds or shortest driving times),
- the vehicle complies in all respects with the relevant technical regulations,
- all parts of the vehicle can be inspected by the scrutineers at any time, and
- they will only use the vehicle in a technically and visually perfect condition at the respective NLS event,
- they have taken note of the International Sporting Code (ISC) of the FIA (Fédération Internationale de l'Automobile) with Appendices, the Judicial and Disciplinary Rules of the FIA, the Anti-Doping Regulations of the World and National Anti-Doping Agency (WADA / NADA Code), the relevant DMSB Regulations, the General Championship Regulations and the Special Series Regulations, the General Regulations of the NLS and the Technical Regulations of the NLS (→ Part 1 - Sporting Regulations, → Part 2 - Technical Regulations, → Part 3 - Organisational Rules), the Legal and Procedural Regulations of the DMSB (RuVO), the DMSB Environmental Guidelines and the other FIA and DMSB regulations and that they recognise these as binding for them and will comply with them.

In particular, the participants recognise as binding that

- they must accept facts in the person or the behaviour of a team member (driver, competitor/team, mechanic, assistant, etc.), which affect the contractual relationship with the organiser(s) of the NLS or give rise to a claim for damages, for and against themselves,
- the DMSB, its jurisdiction, the stewards, the race director, the clerk(s) of the course, and the organiser(s) of the NLS - each within the scope of their competence - are entitled to impose penalties, in addition to other measures, for violations of the sporting rules, sporting regulations and contractual obligations - as provided for in the ISC, the RuVO, the regulations, supplementary regulations and other provisions - without prejudice to the right to take recourse to the legal action of the association as provided for in the ISC, the RuVO and the regulations,
- they may not use substances or methods as defined in the Prohibited List of the WADA World Anti-Doping Code and the FIA Anti-Doping Regulations.

Protest and Appeal Power of Attorney

By submitting this declaration, the competitors/participants (including several drivers entered for one vehicle) authorise each other to represent the other in the protest and appeal procedure. In particular, they authorise each other to submit protests, to withdraw, notify, file and confirm them, to withdraw and waive appeals and to file all applications possible within the framework of the protest and appeal procedures as well as to submit or receive declarations.

Declarations of the competitors/participants on the exclusion of liability

The competitors/participants take part in the NLS event(s) at their own risk. They bear sole responsibility under civil and criminal law for all damage caused by them.

They waive any claims or rights to pursue action for damages in connection with the NLS event/s against:

- the own participants (barring any other special agreements between the participants) and assistants,
- the other participants respectively, the owners and proprietors of all the cars participating in the NLS event/s (as far as the event/s take/s place on a permanent or temporary closed track) and their assistants,
- the FIA, the DMSB, the DMSB affiliated and member organisations, the DMSW GmbH, their presidents, executive bodies, managing directors and secretaries general, officers, staff and members,
- the ADAC e.V., the ADAC district/regional clubs, the ADAC local clubs and the corporations associated with the ADAC, their presidents, executive bodies, officers, staff and members,
- the organiser, promoter, series organiser of the NLS, VLN VV, their managing directors, executive bodies, officers, staff and members,
- the organiser/s of the NLS, the officials and marshals, the circuit owners, the authorities' entities, racing services and all other persons involved with the organisation of the NLS event/s,
- the organisation responsible for the construction and maintenance of roads, and
- the agents and other persons employed to perform an obligation, the legal representatives, the executive bodies, the representatives, the full-time employees and volunteers of all the above persons and entities as well as their members.

The disclaimer does not apply to damages resulting from injury to life, body or health. Furthermore, the disclaimer does not apply to any other damage caused by an intentional or grossly negligent breach of duty, nor to damage resulting from the breach of a material contractual obligation by the group of persons released from liability. Material contractual obligations are obligations which protect the legal positions of the contractual partner which the contract is intended to grant to the contractual partner in accordance with its content and purpose; material contractual obligations are also obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer has regularly relied and may rely. In the event of damage caused by a slightly negligent breach of essential contractual obligations, liability for financial loss and damage to property shall be limited to the amount of the typical, foreseeable damage. Insofar as the disclaimer is not excluded in accordance with the above, the disclaimer shall apply to claims based on any legal grounds, i.e. in particular to claims for damages based on contractual and non-contractual liability and to claims from tortious acts. A reversal of the burden of proof is not associated with this provision.

With the submission of the entry/registration form, the participants understand that there is no insurance coverage within the framework of the motor traffic insurance (automobile liability, physical damage insurance, car occupant accident insurance) for any damages sustained during an NLS event/s that is based on the achievement of maximum speeds.

They undertake to inform the owner and registered keeper of the race vehicle hereof.

Release from the duty of confidentiality

If an injury occurs or is detected during an NLS event/s or in the case of health detriment which could temporarily or permanently call into question the fitness to participate in motor sport events, the undersigned – under consideration of the possible safety risk which might result not only for him/her but also for third parties – releases all treating doctors from their duty to treat medical record confidentially amongst each other and with regard to the race director, clerk/s of the course, the stewards, the chief doctor, the chief medical officer, the DMSB doctors, co-ordination automobile sport (DMSB) and the insurance claims administration. The processing of your data is based on a legitimate interest of the DMSB. The purpose is the protection of licensees at sporting events. You can object to this processing at any time with effect for the future.

The processing of your data is based on a legitimate interest of the DMSB and the NLS. The purpose is the protection of licensees at sporting events. You can object to this processing at any time with effect for the future.

The DMSB, its affiliated organisations, the ADAC regional clubs and the organiser/s of the NLS do not participate in dispute resolution proceedings before a consumer arbitration board in accordance with the Consumer Dispute Resolution Act.

Indemnity declaration for film / photo productions and data protection information for use by nürburgring.tv GmbH & Co.KG, VLN Sport and VLN VV and third parties:

The participant declares his consent to the performance of photo and film work during the event(s) of the NLS as well as to the granting of the royalty-free broadcasting, public reproduction, recording, duplication and editing rights with regard to the film or photo recordings made of his person, any accompanying persons or of their vehicles vis-à-vis the DMSB, its affiliated organisations, the ADAC regional clubs and the organiser(s) of the NLS. In addition to the use for reporting on the race, the participants and the results in print, radio, TV and online media, such as in particular the Internet / Facebook sites of the DMSB, its affiliated organisations, the ADAC regional clubs and the organiser(s) of the NLS, the granting of rights also includes the use of the recordings for purposes of self-promotion or event advertising. If the participant sends photographic material to the organiser(s) of the NLS, the participant also declares his/her consent to the unrestricted use, exploitation or publication by the DMSB, its affiliated organisations, the ADAC regional clubs and the organiser(s) of the NLS free of charge.

I further agree that the DMSB, its affiliated organisations, the ADAC regional clubs and ADAC local clubs as well as the organiser(s) of the NLS may use my data collected in the application and entry forms / registration forms for the following purposes: Publication (also on the internet) of lists of participants and results and of decisions of the race director and the clerk/s of the course, as well as of the stewards and, if applicable, subsequently of the Federation Courts, as well as transmission of the documents to the DMSB, the affiliated organisations, the ADAC regional / and local clubs as well as the series organiser and the organiser/s of the NLS.

Notice:

If the consent is not given or revoked before participation in the NLS race event, participation in this NLS race (event specifications) is not possible. In addition, I agree that the organiser(s) of the NLS will continue to inform me by email and / or other means of communication (e.g. Team Messenger app) about further events and information relating to the NLS. You can revoke your consent for the future at any time by email to office@vln.de - stating the event and the date of the event.

The vehicle owner(s) submits the waiver of liability:

In the event of false statements, the competitor(s) and driver(s)/co-driver(s) release the group of persons listed in the waiver of liability of the vehicle owner(s) from any claims of the vehicle owner(s) for damages arising in connection with the NLS event(s) (= untimed and timed practice, qualifying practice, warm-up, practice and inspection runs, races, heats, special stages to achieve maximum speeds or shortest driving times). This also applies to costs incurred by the vehicle owner(s) for reasonable legal action.

Waiver of liability of the vehicle owner(s)

I / we agree to the participation of the vehicle specified in the entry / registration in the event(s) of the NLS (= untimed and timed practice, qualifying practice, warm-up, practice and inspection runs, races, heats, special stages to achieve maximum speeds or shortest driving times) and declare to waive claims of any kind for damages arising in connection with the event(s) of the NLS against

- the own participants and assistants,
- the other participants respectively, the owners and proprietors of all the cars participating in the NLS event/s (as far as the event/s take/s place on a permanent or temporary closed track) and their assistants,
- the FIA, the DMSB, the DMSB affiliated and member organisations, the DMSW GmbH, their presidents, executive bodies, managing directors and secretaries general, officers, staff and members,
- the ADAC e.V., the ADAC district/regional clubs, the ADAC local clubs and the corporations associated with the ADAC, their presidents, executive bodies, officers, staff and members,
- the organiser, promoter, series organiser of the NLS, VLN VV, their managing directors, executive bodies, officers, staff and members,
- the organiser/s of the NLS, the officials and marshals, the circuit owners, the authorities' entities, racing services and all other persons involved with the organisation of the NLS event/s,
- the organisation responsible for the construction and maintenance of roads, and
- the agents and other persons employed to perform an obligation, the legal representatives, the executive bodies, the representatives, the full-time employees and volunteers of all the above persons and entities as well as their members.

The disclaimer does not apply to damages resulting from injury to life, body or health. Furthermore, the disclaimer does not apply to any other damage caused by an intentional or grossly negligent breach of duty, nor to damage resulting from the breach of a material contractual obligation by the group of persons released from liability. In the event of damage caused by a slightly negligent breach of essential contractual obligations, liability for financial loss and damage to property shall be limited to the amount of the typical, foreseeable damage. The waiver of liability shall apply to claims based on any legal grounds, i.e. in particular to claims for damages based on contractual and non-contractual liability and to claims from tortuous acts.

I agree that my personal data (first name and surname, registration number if applicable, chassis number) will be processed so that the entered vehicle can take part in the event(s) of the NLS in question.

The data will be forwarded to the organiser(s) of the NLS and the DMSB affiliated organisations as well as to the DMSB if this is necessary. You can revoke your consent for the future at any time at datenschutz@dmsb.de, stating the event and the date of the event.

Notice:

If the consent is not given or revoked before participation in the NLS race event, participation in this NLS race (event specification) is not possible.

By signing and submitting the entry form, the drivers and/or the competitors/teams give the above waiver(s) of liability for themselves and for the vehicle owner(s), as well as for their team members, and acknowledge this waiver of liability as binding for themselves and for the vehicle owner(s), as well as for their team members.