

Waiver of Liability Registration Form Driver / Competitor/Team

General contractual statements of drivers, competitors/teams (driver, competitor/team = participant)

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

The participants confirm that

- the information given on the registration / entry form are correct and complete,
- they are fit to meet the requirements in connection with the event/s of the Nürburgring Langstrecken-Serie (=untimed and timed practice, qualification practice, warm-up, tests and reconnaissance sessions, races, heats, special stages to achieve highest possible speeds or shortest driving times) without restrictions,
- the vehicle complies with the current and applicable Technical Regulations in all points,
- any part of the vehicle may be inspected by the scrutineers at any time, and that
- they will always present the vehicle at each event of the Nürburgring Langstrecken-Serie in a perfect technical and visual condition,
- they have taken note of the FIA (Fédération Internationale de l'Automobile) International Sporting Code (ISC) with Appendices, the FIA Judicial and Disciplinary Rules, the Anti-Doping Code of the International and the National Anti-Doping Agencies (WADA- / NADA-Code), the relevant DMSB Regulations, the General Championship Regulations and the special Series Regulations, the Standard Regulations of the Nürburgring Langstrecken-Serie and the Technical Regulations of the Nürburgring Langstrecken-Serie (→Part 1 – Sporting Regulations, →Part 2 – Technical Regulations, →Part 3 – Organizational Regulations) the DMSB Judicial Code and Code of Procedure (RuVO), the DMSB Environmental Code and all other FIA- and DMSB-Regulations and that they will accept and respect those.

With their signature, they furthermore recognise as binding in particular that:

- Circumstances in relation to the person or to the behaviour of a team member (drivers, competitor/team, mechanic, staff member etc.) which affect the contractual relationship with the organizer/s of the Nürburgring Langstrecken-Serie or result in a claim for damages shall be applicable for and against them,
- the DMSB, its jurisdiction, the Stewards, the Race Director, the Clerk/s of the Course, and the organizer/s of the Nürburgring Langstrecken-Serie – each party within the scope of their responsibilities – are authorised, in addition to other procedures, to also inflict penalties for infringements of the sporting regulations, the legal sporting provisions and contractual obligations, as provided for in the ISC, the RuVO, the Regulations, Supplementary Regulations and other provisions, irrespective of the right to take legal action as provided for in the ISC, the RuVO and the other sporting regulations,
- they are prohibited to take any substances or apply any methods as defined in the list of prohibited substances and methods in the WADA World Anti-Doping Code and in the FIA Anti-Doping Regulations.

Protest and appeal power of attorney

By submitting this declaration, the participants (including several drivers named for one vehicle) authorize each other to represent the other in protest and appeal proceedings. In particular, they authorize each other to submit protests, to withdraw, announce, file and confirm them, to withdraw and waive appeals and to file all motions possible in the protest and appeal proceedings and to submit or receive declarations.

Declaration by the participants on the exclusion of liability

Participants take part in the event/s of the Nürburgring Langstrecken-Serie at their own risk. They bear the sole responsibility under civil and criminal law for any damage caused by them.

They declare to waive any claims or rights to pursue action for damages in connection with the event/s of the Nürburgring Langstrecken-Serie 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 vehicles participating in the event/s of the Nürburgring Langstrecken-Serie (as far as the event/s takes place on a permanently or temporarily closed track) and their assistants,
- the FIA, the DMSB, the DMSB affiliated and member organisations, the DMSW GmbH, their presidents, executive bodies, managing directors, secretaries general, representatives, 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, managing directors, secretaries general, representatives, staff and members,
- the organizer, promoter, series organizer of the Nürburgring Langstrecken-Serie, the VLN Sport GmbH & Co. KG, the VLN VV GmbH & Co. KG, their managing directors, executive bodies, representatives, staff and members
- the organizer/s of the individual event/s of the Nürburgring Langstrecken-Serie, the officials and marshals, the circuit owners, the authorities' entities, racing services and all other persons involved with the organisation of the event/s of the Nürburgring Langstrecken-Serie,
- 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 for damages or harm to life, body or health or any other damage resulting from the deliberate or gross negligent breach of duty, and not for any other damage resulting from the breach of a material contractual obligation committed by the group of persons released from liability. In the case of damages resulting from a slightly negligent breach of duty of a material contractual obligation, the liability for financial loss and for damage to property is limited to the typical foreseeable damage.

The disclaimer applies to claims for any legal reason whatsoever, so in particular to claims for damages based on contractual and non-contractual liability and to claims from tortuous acts.

Implied exclusions from liability shall remain unaffected by the above non-liability clause.

With the submission of the registration / entry 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 event that is based on the achievement of maximum speeds.

They undertake to inform the owner or registered keeper of the vehicle used.

Release from confidentiality obligations

If an injury occurs or is detected during the event/s of the Nürburgring Langstrecken-Serie 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, the Clerk/s of the Course, the Steward/s, the Chief Race Doctor, the Chief Medical Officer, the DMSB-Doctor, coordination automobile sport (DMSB) and the insurance claims administration. Your data will be processed for the purpose of a legitimate interest of the DMSB and the Nürburgring Langstrecken-Serie. This purpose is the protection of the licence holders at sporting events. You may 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 Nürburgring Endurance Series. 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 and member organisations, the ADAC district / regional clubs and the organizer/s of the Nürburgring Langstrecken-Serie do not participate in dispute settlement proceedings in front of a consumer arbitration board in accordance with the Act on the Settlement of Consumer Disputes.

Declaration of Exemption for Film / Photo Productions and Privacy Notices

The participant declares his / her consent to the performance of photo and film productions during the event/s of the Nürburgring Langstrecken-Serie as well as to the granting of the broadcasting rights, the rights of public reproduction, recording, duplication and adaptation in relation to any filming or photo recordings made of his person, of any accompanying persons or of their vehicles at no charge with regard to the DMSB, its affiliated and member organisations, the ADAC district / regional clubs and the organizer/s of their Nürburgring Langstrecken-Serie. In addition to the use for the purpose of covering the race, the participants and the results in print, radio, TV and online media, such as in particular also the internet / facebook online presence of the DMSB, its affiliated and member organisation, the ADAC district / regional clubs and the organizer/s of the Nürburgring Langstrecken-Serie, the granting of rights includes the use of the recordings for the purpose of self-promotion or promotion of the event/s. If the participant submits image materials to the organizer/s of the Nürburgring Langstrecken-Serie, he / she declares moreover his / her consent to the unrestricted use, exploitation or publication by the DMSB, its affiliated and member organisations, the ADAC district / regional clubs and the organizer/s of the Nürburgring Langstrecken-Serie, at no charge.

I furthermore agree that the DMSB, its affiliated and member organisations, the ADAC district / regional clubs and the ADAC local clubs as well as the organizer/s of the Nürburgring Langstrecken-Serie uses my personal data provided on the registration / entry form for the following purposes:

Publication (also in the internet) of entry and result lists and of decisions of the Race Director and the Clerk/s of the Course, as well as of the Stewards and, if applicable, subsequent decisions of the sporting courts as well as transmission of the documents to the DMSB, the affiliated and member organisations, the ADAC district / regional and local clubs and the series organizer and the organizer/s of the Nürburgring Langstrecken-Serie.

Note:

If this consent is not declared or if it is revoked before the participation in the race event of the Nürburgring Langstrecken-Serie, a participation in this race of the Nürburgring Langstrecken-Serie (condition for participation) is not possible.

I declare moreover my consent to receive information by email and / or other means of communication (e.g. Messenger-App) on further events and news around the Nürburgring Langstrecken-Serie by the organizer/s of the Nürburgring Langstrecken-Serie.

The consent can be revoked at any time with effect for the future to office@vln.de under specification of the event and the event date.

The vehicle owner/s shall submit the disclaimer printed on this form:

In the case of false statements, competitor and driver release the group of persons specified in the disclaimer submitted by the vehicle owner/s from all claims of the vehicle owner/s with regard to damages in connection with the event/s of the Nürburgring Langstrecken-Serie (=untimed and timed practice, qualifying practice, warm-up, tests and reconnaissance / inspection laps, races, heats, special stages to achieve maximum speeds or shortest driving times). This applies also for costs of the vehicle owner/s incurred in reasonably asserting his legal rights.

Disclaimer of the vehicle owner/s

I / we agree with the participation of the vehicle specified on the registration / entry form in the event/s of the Nürburgring Langstrecken-Serie (=untimed and timed practice, qualifying, warm-up, tests and reconnaissance / inspection laps, races, heats, special stages to achieve maximum speeds or shortest driving times) and confirm to waive any claims or rights to pursue action for damages in connection with the event/s of the Nürburgring Langstrecken-Serie against

- the own participants and assistants,
- the other participants respectively, the owners and proprietors of all the vehicles participating in the event/s of the Nürburgring Langstrecken-Serie (as far as the event/s takes place on a permanently or temporarily closed track) and their assistants,
- the FIA, the DMSB, the DMSB affiliated and member organisations, the DMSW GmbH, their presidents, executive bodies, managing directors, secretaries general, representatives, 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, managing directors, secretaries general, representatives, staff and members,
- the organizer, promoter, series organizer of the Nürburgring Langstrecken-Serie, the VLN Sport GmbH & Co. KG, the VLN VV GmbH & Co. KG, their managing directors, executive bodies, representatives, staff and members / the organizer/s of the individual event/s of the Nürburgring Langstrecken-Serie, the officials and marshals, the circuit owners, the authorities' entities, racing services and all other persons involved with the organisation of the event/s of the Nürburgring Langstrecken-Serie,
- 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 for damages or harm to life, body or health or any other damage resulting from the deliberate or gross negligent breach of duty, and not for any other damage resulting from the breach of a material contractual obligation committed by the group of persons released from liability. In the case of damages resulting from a slightly negligent breach of duty of a material contractual obligation, the liability for financial loss and for damage to property is limited to the typical foreseeable damage.

The disclaimer applies to claims for any legal reason whatsoever, so in particular to claims for damages based on contractual and non-contractual liability and to claims from tortious acts.



I agree that my personal data (first name and surname, if applicable license plate number, chassis number) may be processed that the vehicle in question can participate in the event of the Nürburgring Langstrecken-Serie. If necessary, the data will be forwarded to the organizer/s of the Nürburgring Langstrecken-Serie, the DMSB member organisations and the DMSB.

The consent can be revoked at any time with effect for the future at datenschutz@dmsb.de – indicating the event and the event date.

Note:

If this consent is not declared or if it is revoked before the participation in the race event of the Nürburgring Langstrecken-Serie, a participation in this race of the Nürburgring Langstrecken-Serie (condition for participation) is not possible.

By signing and submitting their registration / entry form, the drivers and / or the competitors/teams submit the above waiver/s of liability for themselves and for the vehicle owner/s, as well as for their team members, and recognize these waivers/s of liability as binding for themselves and for the vehicle owner/s, as well as for their team members.