

General contractual statements of competitors and drivers



As the organiser, we are obliged by the sports authorities to inform the participants of the complete, detailed text of the contract, the declaration of consent to the EU GDPR, the sporting and technical rules of the sports associations, the announcement of the organiser, the declaration of waiver of liability and these rules. By signing the relevant page, the participant accepts the conditions.

**Event /
Date:**

**Driver /
Name:**

**Start No.:
Class**



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

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

Declaration by the participants on the exclusion of liability

Participants take part in the event 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 against:

- The own participants (barring any other special agreements between the participants) and team members,
- The other participants respectively, the owners or registered keepers of all the vehicles participating in the event (as far as the event takes place on a permanently or temporarily closed track) and their assistants,
- The FIM, the FIME, the affiliated and member organisations, their presidents, executive bodies, managing directors and secretaries general,
- The district/regional clubs/local clubs and the corporations associated, their presidents, executive bodies, managing directors, secretaries general,
- The other FIM member organisations, their presidents, executive bodies, managing directors and secretaries general,
- The promoter/series organiser,
- The organiser, the officials and marshals, the circuit owners, the authorities' entities, racing services and all other persons involved with the organisation of the event,
- 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 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.

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

With the submission of this declaration, the participants understand that there is no insurance coverage within the framework of the motor traffic insurance (automobile liability, physical damage insurance, motorcycle 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.

In the case of false statements, competitor and driver release the group of persons specified in the disclaimer submitted by the vehicle owner from all claims of the vehicle owner with regard to damages in connection with the event (= 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 incurred in reasonably asserting his legal rights.

The participants confirm that

- The information given on this declaration are correct and complete,
- They are fit to meet the requirements in connection with the event (= 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 motorcycle complies with the current and applicable Technical Regulations in all points,
- Any part of the motorcycle may be inspected by the scrutineers at any time and that
- They will always present the motorcycle at each event in a perfect technical and visual condition,
- They have taken note of the FIM (Fédération Internationale de Motocyclisme) and FIM Europe International Sporting Code (ISC) with Appendices, the FIM and FIME Judicial and Disciplinary Rules, the Anti-Doping Code of the International and the National Anti-Doping Agencies (WADA/NADA Code), the relevant regulations, General Championship Regulations and the special Series Regulations, the national federation Judicial Code and Code of Procedure (RuVO), the national federation Environmental Code and all other FIM, FIME and national federation Regulations and that they will accept and respect those
- They are in possession of a valid drivers license, if necessary according to the requirements of the respective discipline.



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 (competitor, driver, codriver, mechanic, staff member etc.) which affect the contractual relationship with the organiser or result in a claim for damages shall be applicable for and against them,
- The national federation, its jurisdiction, the Stewards and the organisers – 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 FIM and FIME Anti-Doping Regulations.

Protest and appeal proxy

With the submission of this binding declaration, the participants (refers also to several drivers entered for one motorcycle) authorize each other to represent the other party/ies in any protest or appeal case. They authorise each other in particular to submit protests, to withdraw them, to notify of the intention of appeal, to submit an appeal, to confirm, withdraw appeals or to declare that they will not appeal and to submit all applications in connection with a protest or appeal case as well as to submit and to receive all statements.

Release from confidentiality obligations

If an injury occurs or is detected during an event 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 clerk of the course, the stewards, referees, the chief rally doctor, the chief medical officer, the doctors, co-ordination motorcycle sport and the insurance claims administration. Your data will be processed for the purpose of a legitimate interest of the national federation. 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 national federation, its affiliated and member organisations, the district/regional clubs and the organiser 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.

Driver/co-driver with a Race Card

With my signature I expressly declare that

- at the time of applying for the Race Card, I am not aware of any health deficiencies or physical disabilities that would prohibit me from participating in the event,
- at the time of applying for the Race Card, I am not the holder of another driver's licence (annual licence) of another FIM member federation (FMN) for the current year at the time.

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 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 motorcycles at no charge with regard to the DMSB, its affiliated and member organisations, the national federation district/regional clubs and the organiser. 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 national federation, its affiliated and member organisation, the national federation district/regional clubs and the organiser, the granting of rights includes the use of the recordings for the purpose of self-promotion or promotion of the event. If the participant submits image materials to the organiser, he/she declares moreover his/her content to the unrestricted use, exploitation or publication by the national federation, its affiliated and member organisations, the national federation district/regional clubs and the organiser, at no charge.

I furthermore agree that the national federation, its affiliated and member organisations, the national federation district/regional clubs and the national federation local clubs as well as the organiser uses my personal data provided on the registration form for the following purposes:

Publication (also in the internet) of entry and result lists and of decisions of the clerk 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 national federation, the affiliated and member organisations, the district/regional and local clubs and the series organiser/organiser.

Note:

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



The consent can be revoked at any time with effect for the future – indicating the event and the event date. In the case that the participant is a minor or not legally competent, the custodian assures that he/she has the sole custody or that he/she is entitled to issue this binding statement also on behalf of additional custodians, if any. The signature of any custody must be accompanied by the indication of the full name and address.

X

Date/Place Name of the 1. driver in block letters and signature or, in the case of minors, of the 1. legal representative(s)

X

Date/Place Name of the passenger (sidecar) in block letters and signature or, in the case of minors, of the 2.legal representative(s)

In case of the signature of a legal representative, please tick below (only possible for annual licences):

- The above signature is provided not only on my own behalf but also on behalf of the other parent
- Or I am alone entitled to represent my child.

X

Name of the competitor in block letters and signature – unless identical -

Only required, if competitor, driver and co-driver are not the owner of the entered motorcycle

Disclaimer of the vehicle owner

I agree with the participation of the vehicle specified on the entry form in the event (= 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 against

- The own participants and assistants,
- The other participants respectively, the owners and proprietors of all the motorcycles participating in the event (as far as the event takes place on a permanently or temporarily closed track) and their assistants,
- The FIM, the FIME, the FMN affiliated and member organisations, their presidents, executive bodies, managing directors, secretaries general,
- The national federation district/regional clubs, the national federation local clubs and the corporations associated with the *national federation* their presidents, executive bodies, managing directors, secretaries general,
- The other national federation member organisations, their presidents, executive bodies, managing directors and secretaries general,
- The promoter/series organiser,
- The organiser, the officials and marshals, the circuit owners, the authorities' entities, racing services and all other persons involved with the organisation of the event,
- 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 full-time employees and volunteers of all the above persons and entities as well as their members.

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. If necessary, the data will be forwarded to the organiser, the national federation member organisations.. The consent can be revoked at any time with effect for the future – 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, a participation in this race (condition for participation) is not possible.

X

Date/Place Signature Name and address of the vehicle owner in block letters