

series / startnumber: \_\_\_\_\_

You **must** tick the appropriate boxes below!

**Competitor**  **Driver** is the owner of the car to be used.

**Competitor, Driver/Co-driver** are **not** the owner of the car to be used. The car owner shall submit the disclaimer printed on this form.

In the case of false statements, competitor and driver/co-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 arising 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.

**General contractual statements of competitors, drivers and co-drivers(competitor, driver and co-driver = participant)**

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

**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 car complies with the current and applicable Technical Regulations in all points,
- Any part of the car may be inspected by the scrutineers at any time and that
- They will always present the car at each event in a perfect technical and visual condition,
- They have duly taken note of the FIA (Fédération Internationale de l'Automobile) International Sporting Code (ISC) with Appendices, the CIK Regulations, 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 DMSB Judicial Code and Code of Procedure (RuVO), the DMSB Environmental Code and all other FIA, CIK and DMSB Regulations and that they will accept and respect those.
- They are in possession of a valid driving licence, 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, co-driver, 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 DMSB, 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 FIA Anti-Doping Regulations.

**Protest and appeal proxy**

With the submission of this declaration, the participants (this refers also to several drivers entered for one car) 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 or 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.

**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 FIA, the CIK, the DMSB, the DMSB affiliated and member organisations, their presidents, executive bodies, managing directors and secretaries general,
- The ADAC e.V., the ADAC district/regional clubs, the ADAC local clubs and the corporations associated with the ADAC e.V., their presidents, executive bodies, managing directors, secretaries general,
- The other DMSB 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 tortuous acts.

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

With the submission of this declaration, the participants understand that insurance coverage under the motor traffic insurance (motor vehicle liability, comprehensive and passenger accident insurance) will not be granted for any damages occurring in the course or an event that is based on achieving maximum speeds. They undertake to also inform the owner or registered keeper of the vehicle used thereof.

**Release from confidentiality obligations**

If an injury occurs or is detected during an event or in the case of health detriment which may permanently or temporarily call into question the fitness to participate in motor sport events, the undersigned – in view of the possible safety risk which may result not only for him/herself but also for third parties – releases all attending 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 race doctor, the DMSB association doctors, co-ordination automobile sport (DMSB) and the insurance claims administration. Your data will be processed for the purpose of a legitimate interest of the DMSB. The purpose is the protection of the licence holders 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 organiser do not participate in dispute resolution 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 the DMSB or of another FIA member federation (ASN) 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, public reproduction, recording, duplication and editing rights in relation to any filming or photo recordings made of his person, of any accompanying persons or of their vehicles at no charge bis-à-vis the DMSB, its affiliated and member organisations, the ADAC 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 DMSB, its affiliated and member organisation, the ADAC district/regional clubs and the organiser, the granting of rights also includes the use of the recordings for the purpose of self-promotion or promotion of the event. If the participants submits photographic materials to the organiser, 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 organiser, 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 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 DMSB, the affiliated and member organisations, the ADAC district/regional and local clubs and the series organiser/organiser.

### Notice:

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

You can revoke the consent at any time with effect for the future [info@dmsb.de](mailto:info@dmsb.de) – indicating the event and the event date. If the participant is still a minor or does not have full legal capacity, the legal guardian assures that he/she has the sole custody or that he/she is authorised to issue this binding statement also on behalf of any other legal guardians. The signature of any legal guardian must be accompanied by the indication of the full name and address. For any further information, please see the data protection regulations at [www.dmsb.de](http://www.dmsb.de).

**With his signature, the driver declares to read and follow the written drivers briefing (see virtual notice board).**

Hockenheim, 02./03./04./05.05.2024 **X** \_\_\_\_\_ **X** \_\_\_\_\_  
signature driver in the case of minors, of the 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** \_\_\_\_\_  
signature competitor – unless identical -

## Disclaimer of the vehicle owner

**Only required, if competitor, driver and co-driver are not the owner of the entered vehicle.**

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 vehicles participating in the event (as far as the event takes place on a permanently or temporarily closed track) and their assistants,
- The FIA, the DMSB, the DMSB affiliated and member organisations, their presidents, executive bodies, managing directors, secretaries general,
- 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,
- The other DMSB 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 tortuous acts.

I agree that my personal data (first name and surname, license plate number if applicable, chassis number) may be processed so that the above-mentioned vehicle can take part in the event. If necessary, the data will be forwarded to the organizer and the DMSB member organisations as well as the DMSB. You can revoke your consent at any time with effect for the future [info@dmsb.de](mailto:info@dmsb.de) – indicating the event and the event date.

### Notice:

If this consent is not given 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 owner Name and address of the vehicle owner in block letters