

#### **Motopark Racing UG**

Motopark Allee 14 39387 Oschersleben Germany

### <u>Exclusion of Liability test</u> Motorsport Arena Oschersleben 21<sup>st</sup> May 2025

With my signature, I hereby declare that I enter this area, stay there and use vehicles totally and unrestricted at my own risk.

The Motopark Racing UG is not responsible for damages on any vehicle or / and damages caused by other vehicles, their drivers and / or my behavior. Entering and staying in this area and taking part in any activities are all at my own risk. Liability for a damage of any kind is out of the question. The exlusion of liability is not valid for damage caused in negligence of the Motopark Racing UG or / and its employees. I do know that damages to the circuit caused by the car used by me have to be covered by myself.

I indemnify the beneficiary with this declaration to the full extent from the claims of third parties if such third parties claim joint liability from the beneficiary due to an accident caused by the undersigned or any other event causing damages. I herewith waive for myself, my legal successor and those entitled to maintenance, all claims and all rights to action or recourse as a result of any event causing damages during the training courses against the beneficiary, unless this event causing damages was caused by intent or gross negligence on the part of the beneficiary.

I declare that I do not suffer from any physical infirmity, I do not stand under the influence of drugs or alcohol, which may have an effect on my driving skills. I will invariably follow the instructions of the staff of the Motopark Racing UG. I agree that the beneficiary will accept absolutely no liability for personal, material or financial damages to myself, unless these are based on intent or gross negligence on the part of the beneficiary. Violations will be prosecuted if necessary.

Oschersleben 21 <sup>st</sup> May 2025 location, date	1) signature / driver
(driver)	1a) name and surname in LETTERS
FOR UND	ERAGE DRIVERS
2) signature / person parental authority	2b)name and surname in LETTERS (p. p. a.)
TEAM:	
CAR TYPE:	
CAR NUMBER:	



## Waiver of liability in favor of Motopark Racing UG, its contractual partners, its subsidiaries and its branches, including the employees, helpers and other vicarious agents working for them in each case

#### 1. type of event:

Race training on a track that is closed to public traffic (circuit), but where an increased accident risk is to be assumed due to the track condition and the speed driven. The event is not intended to achieve maximum speed and, despite its name, has no competitive character and is not intended to record the shortest driving time. Competitive driving between the participants of this event is prohibited.

#### 2. conditions of participation:

All registered participants are eligible to participate (driver - minimum age 14 years, up to the age of 18 years but only with written consent of the parent or guardian) with vehicles which must be in a technically faultless, race worthy condition. The driver insured to be the holder of a valid racing license (karting or racing) and must be able to present this on request. The driver declares by his following signature that he is the owner of the vehicle or he has a written power of attorney from the owner, which allows him to use the vehicle within the scope of this event.

#### 3. disclaimer of liability:

- a) The participants (in particular driver/team/vehicle owner/operator) take part in the event at their own risk. You accept full civil and criminal liability and responsibility for all damage caused by you or the vehicle you use. Drivers/teams are liable for their guests and helpers.
- b) By signing this declaration below, the participants declare that they waive any claims for damages of any kind arising in connection with the event, namely against Motopark Racing UG, its contractual partners, its subsidiaries as well as branches including the employees, helpers and other vicarious agents working for the aforementioned. This includes, but is not limited to, the race track operator, sports control room, authorities and other persons commissioned with the execution and organization of the event. Similarly, co-drivers waive claims against the driver.
- c) The waiver of liability does not apply to damages resulting from injury to life, body or health or to other damages which are based on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the group of persons released from liability.
- d) The liability of the participants (on the course) among each other is excluded, here a waiver of liability is considered as agreed. Excluded from this is intent and/or gross negligence. The participants undertake to compensate the injured party for any damage they have culpably caused during the event on the premises of the event or with other participants or their vehicles and to settle this directly with the injured party or via their own liability insurance.
- e) Tacit exclusions of liability shall remain unaffected by the above liability waiver clauses.



#### 4. other provisions:

- a) The customer is responsible for his own property or objects provided and there are no claims for loss, theft and damages not even if Motopark Racing UG has taken objects of the customer into its care for temporary storage.
- b) It is essential that the instructions of all persons responsible for organizing and carrying out the event are followed.
- c) If the number of participants is too small, the organizer is entitled to cancel the event. Any participation fees paid will be refunded to the participants, further claims (such as the entitlement to loss of income) cannot be asserted from the cancellation of the event.
- d) During the event, Motopark Racing UG has the householder's rights on the premises of the event and can immediately ban such participants from the event if the participant contravenes existing and agreed rules of conduct and safety. There is no right to a proportional or complete refund of the participation fee or any other costs (for example, travel, accommodation, personnel costs).
- e) The participation in the driver's briefing which is announced before the beginning of the event by announcement in the "Event-Info" with place and time, is obligatory for all participants.
- f) The participant agrees to photo, sound and film recordings during the event as well as to their free use within the scope of publication by Motopark Racing UG, its subsidiaries and branches as well as your contractual partners.

#### 5. Terms and Conditions of Motopark Racing UG:

The above provisions apply based on the terms and conditions of Motopark Racing UG. These are available for the participants at this event and can also be viewed at -> www.motopark.com/

The personal data will only be used to process the registration, to process the confirmed

#### 6. data protection notice - please tick:

signature / person parental authority

companies DSGVO-compliant. With his signature	
Oschersleben 21st May 2025 event	1) team
Oschersleben 21 <sup>st</sup> May 2025 location, date	2) signature / driver
	2a) name & surname in LETTERS (driver)
	2b)
	2c) Mobile phone number (driver)

FOR UNDERAGE DRIVERS

name & surname in LETTERS (p. p. a.)

# SICHERHEITSREGELN / SAFETY RULES









Gruppenwechsel / Fahrende Group change / End of ride



Hebt die gelbe Flagge wieder auf. Überholen ist wieder erlaubt. Es darf wieder schneller gefahren werden. Raises the yellow flag again. Overtaking is allowed again. It is allowed to drive faster again.



Überholverbot - Gefahr - langsamer fahren

No overtaking - danger - drive slowly



Unterbrechung des Events. Langsam – max. 80 km/h – zur Boxe zurück fahren. Überholverbot! Zum Anhalten bereit sein!





Rutschige Fahrbahn. Überholen ist weiterhin erlaubt. Bei nach OBEN gezeigtem Finger: einsetzender Regen.

Slippery road surface. Overtaking is still allowed. With finger pointing upwards: incipient rain.



Schnelleres Fahrzeug folgt und möchte ggfs. überholen.

Faster vehicle follows and wants to overtake if necessary.

We expect considerate behaviour among participants on and off the track. Driving and overtaking manoeuvres that endanger other participants are prohibited.

In case of misconduct, the participant may be excluded from the event. There is no entitlement to a refund of participation fees paid or any other costs.

Oschersleben 21st May 2025	1)
location, date	signature / driver
	1a)
	name & surname in LETTERS (driver)

FOR UNDERAGE DRIVERS		
2) signature / person parental authority	2b) name & surname in LETTERS (p. p. a.)	