# **Dragster Test & Tune Session**



Within the Public Race Days 11. and 12. August 2018 (Hockenheimring Baden-Württemberg) dragster teams have the possibility to test their car/bike before the NitrOlympX weekend (one week later).

Please note, that the noise level C (limit of 98 db(A)) must not be exceeded!

Entry form, incl. declaration of consent, (per post) AND entry fee must arrive in the race office not later than 03.08.2018 (confirmation - via email – after entry closing date).

If you choose to register and/or pay after entry closing date, you have to pay the late fee!

#### account:

Badischer Motorsport Club e.V.

**IBAN**: DE24 6725 0020 0006 2043 76

**BIC:** SOLADES1HDB

## Organisation address:

Badischer Motorsport Club e.V. (DMV)
Am Motodrom
D- 68766 Hockenheim

phone: +49 6205 950 170

email: bmc@hockenheimring.de contact person: Sabine Tesseraux

# Registration "Test & Tune" 2018 (cars)

please write in block letters and readable ©

name	first name	
address		
date of birth	phone	
email (very important to write clearly !!!)		
vehicle	make of bike/model	
required space (without guarantee)	<u>l</u>	

# registration for following class:

Junior Dragster (JD)	no entry fee	
Pro ET (PET)		
Super Pro ET (SPET)	150,-€	
Super Gas (SG)	(late = 170,- €)	
Super Comp (SC)		
Competition Car (CC)		

## **Exclusion of liability** Test & Tune 11./12.08.2018 page 1

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

☐ Competitor ☐ Driver is owner of the competition car.
☐ <b>Competitor, Driver</b> are <b>not</b> owner of the competition car. The car owner submits the disclaimer printed on this form.
In the case of false statements, competitor and driver/passenger release the group of persons specified in the disclaimer of the

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.

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

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

#### The participants confirm that

- The information given on this entry form 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.

With their signature, they confirm furthermore that they have 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 Agency (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 the other FIA, CIK and DMSB Regulations and that they will accept and respect those,

#### With their signature, they furthermore accept that:

- Circumstances in relation to the person or to the behaviour of a team member (competitor, driver, passenger, 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 provision, irrespective of the right to take legal action as provided for in the ISC, the RuVO and the 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 the entry form, the participants (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, 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),
- 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, the Deutsche Motor Sport Wirtschaftsdienst GmbH, their presidents, executive bodies, managing directors and secretaries general,
- The ADAC e.V., the ADAC regional clubs, the ADAC local clubs and the corporations associated with the ADAC, their presidents, executive bodies, managing directors, secretaries general, staff and members,
- 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.

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With the submission of the 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.

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, the chief rally doctor, the chief medical officer, the DMSB doctors, co-ordination automobile sport (DMSB) and the insurance claims administration.

I agree to the storage, transmission and administration of my personal data in accordance with the DMSB Data Protection Provisions, under consideration of the German Data Protection Act. I have at all times the possibility to request information from the DMSB Data Protection Officer on these data and/or to make use of my right of objection.

The data protection provisions are available under www.dmsb.de and/or from the organiser on-site.

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date, place	signature driver	AND	legal representative's signature for minors		
In the case of a legal re	presentative's signature, please ti	ck if appro	priate:		
☐ The above signature wa	as made not only on my behalf but on	behalf of th	ne other parent as well		
☐ I have the sole power of	of representation of my child.				

#### Disclaimer of the vehicle owner

(only required, if competitor/ driver are not the owner of the entered car, see specifications above)

I agree with the participation of the vehicle specified on the entry form in the event (= untimed and timed practice, qualifying, warmup, 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 cars 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, the DMSW GmbH, their presidents, executive bodies, managing
- directors, secretaries general,
- The ADAC e.V., the ADAC regional clubs, the ADAC local clubs and the corporations associated with the ADAC, their presidents, executive bodies, managing directors, secretaries general, staff and members,
- 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 noncontractual liability and to claims from tortuous acts.

(no start-line access for children younger than 14 years !!!)

name of driver		cla	ss	startno.
	gnature, the signat e 1 and 2) and expr			ad the exclusion of
driver	name first name		signature	
assistant 1	name first name		signature	
assistant 2	name first name		signature	
assistant 3	name first name		signature	
assistant 4	name first name		signature	

### <u>Declaration of consent under privacy law (entry Test & Tune):</u>

I consent to Badischer Motorsport Club e.V. (DMV) / Hockenheim-Ring GmbH using my data collected in this entry form for the following purposes in addition to the purpose of implementing the contract:

Publication of participant and result lists (also on the Internet), communication to DMSB e.V. (Deutscher Motor Sport Bund) in the event of loss or damage, and to series for which the event is classified (cf. event announcement) and statistical purposes, self-advertising or organiser advertising.

By sending image material, the participant declares his or her consent to the unrestricted use, utilisation or publication by the organiser free of charge.

In addition, the participants declare their consent to the carrying out of photo and film work during the event and to the granting of broadcasting, public rendition, recording, reproduction and processing rights free of charge with regard to the film recordings or photos taken of their person, any accompanying persons who have all been comprehensively informed beforehand accordingly by the participant, and of their vehicles. In addition to usage for reporting on the event, the participants and the results in print, radio, TV and online media such as in particular Internet presence and Facebook, the granting of rights also includes usage of the recordings for purposes of self-advertising or organiser advertising.

#### Note:

If this declaration of consent is not given, participation in this event will not be possible.

You may revoke this consent at any time with effect for the future to Badischer Motorsport Club e.V., Am Motodrom, D – 68766 Hockenheim, bmc@hockenheimring.de).

If the participant is still a minor or does not yet have full legal capacity, the guardian gives assurance that he or she has sole custody or is entitled to submit this declaration in a binding manner, on behalf of any other guardians as well.

When this form is signed by a guardian, the guardian's full name and address are required.

driver/rider:			
date, place	signature driver/rider	AND	legal representative's signature for minors
legal representati	ive:		
name, first name	addres	s	
In the case of a leg	al representative's signatu	re, pleas	e tick if appropriate:
☐ The above signat	ture was made not only on m	ny behalf l	but on behalf of the other parent as well
☐ I have the sole po	ower of representation of my	child.	