

# Waiver of liability IDM 2021



## General contract declarations of entrant, rider and passenger (entrant, rider and passenger = participant)

The participants are liable for all financial obligations under the entry contract as joint and several debtors.

### The participants assure that

- the information given in this entry is correct and complete,
- they have sufficient health insurance also with regard to the events taking place abroad,
- they fully meet the requirements of the event (= untimed and timed training, qualification training, warm-up, practice and reconnaissance sessions, races, rally stages, special stages to determine maximum speeds or quickest ride times).
- the vehicle complies with the relevant technical requirements in all respects,
- the vehicle may be inspected in all parts at any time by the Technical Commissioners,
- is made available to technical commissars for (re-)examinations ordered by the commissioners of their own motion without charge and without reimbursement and
- you will only deploy the vehicle in technically and visually perfect condition at the respective event.

**Furthermore, you also declare with your signature that** you are familiar with the International Sports Law of the FIM (Fédération Internationale de Motocyclisme) and FIM-Europe, the Anti-Doping Rules of the FIM, the Anti-Doping Rules of the International and National Anti-Doping Agency (WADA/NADA Code), the German Motorcycle Sports Law (DMSG), the relevant DMSB regulations, the general championship regulations and the special series provisions, the legal and procedural regulations of the DMSB (RuVO), the FIM and FIM Europe, The DMSB environmental directives and the other DMSB regulations, and that you will recognise these as binding and will follow them.

In particular, you acknowledge bindingly that

- that behaviour or actions of a team member (entrant, rider, passenger, mechanic, helper, etc.) which affect the contractual relationship with the organiser or cause a claim for damages also act for or against you,
- the DMSB, its jurisdiction, the sports commissaries and the organisers – each within the framework of their jurisdiction – are authorised, as well as other measures, to determine penalties for violations of sporting regulations, legal sports regulations and contractual obligations, as in the international sports laws of the FIM/FIM Europe, the DMSG, the RuVO, the regulations, invitations to tender and other provisions - without prejudice to the right to initiate action governed by the international sports law of the FIM/FIM Europe, the DMSG, the RuVO and the regulations,
- you may not use any substances or methods as defined in the prohibition list of the World Anti-Doping Code of WADA and in the anti-doping rules of the FIM/FIM Europe.

### Protest and appeal authorisation

The participants (also several riders designated for one vehicle) mutually empower one another through submitting the entry registration to represent one another in protest and appeal proceedings. They, in particular, authorise one another to submit protests, to withdraw these, to announce, to lodge and to confirm, to withdraw and to renounce the appeal and to make all applications possible within the framework of the protest and appeal procedures, as well as the submission or acceptance of declarations.

General conditions IDM 2021 are apply.

### Declarations by the participants to exclude liability

Participants participate in the event at their own risk. They bear sole civil and criminal liability for all damages caused by them.

They agree to waive any claims for damages of any kind arising in connection with the event, in particular against

- the participants themselves (different agreements between the participants have priority!) and assistants,
- the other participants, the owners and keepers of all vehicles participating in the event (as long as the event takes place on a permanently or temporarily closed track) and their assistants,
- the FIM, the FIM-Europe, the DMSB, the member organisations of the DMSB, the DMSW GmbH, their presidents, organs, directors and secretaries-general,
- The ADAC e.V., ADAC Regional Clubs, the ADAC Local Clubs and the companies affiliated with ADAC e.V., their presidents, organs, directors, secretaries-general,
- the promoter Motor Presse Stuttgart GmbH & Co. KG (promoter/series organiser)
- all other organisers or partners of the Cup classes and the sporting organisers
- the marshals, the racetrack owners, the legal entities of the authorities, racing services and all other persons associated with the organisation of the event,
- the road builders and
- the vicarious agents, the legal representatives, the principal and volunteer employees of all the aforementioned persons and bodies as well as their members.

The liability waiver does not apply to damages resulting from injury to life, body or health, or to other damages which are caused by willful or grossly negligent breach of duty as well as not to damages resulting from a breach of an essential contractual obligation by the waived group of persons. In the event of damage resulting from a moderately negligent breach of contractual obligations, the liability for property and property damage shall be limited to the typical, foreseeable damage.

The waiver of liability applies to claims arising from any legal grounds, in particular for claims for damages arising out of contractual and extra-contractual liability and for tort claims. This waiver of liability applies to all events conducted within the framework of the IDM 2021.

Implicit liability exclusions shall remain unaffected of the foregoing liability exclusion clause.

By submitting the entry nomination, the participants are hereby informed that insurance cover is not granted in the context of motor vehicle insurance (motor vehicle liability, damage insurance) for damage caused in the course of an event which is aimed at achieving maximum speeds. They also bindingly undertake to inform the owner of the vehicle used of this.

In the event of injury or damage to health incurred during the course of the event which may permanently or temporarily jeopardise motorcycling fitness or temporarily question it, the signatory shall release all treating physicians – with a view to the consequences arising therefrom but also for third-party safety risks – from medical confidentiality between themselves, as well as to the race/run manager, sports commissary, referee, leading racing physician, DMSB association physician, coordination motorcycle sport (DMSB) and the insurance office.

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I duly noted the general contract declarations and the waiver of liability and I agree with the declarations with my signature.

Name rider \_\_\_\_\_

City \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  
Rider signature Passenger signature (sidecar) Entrant signature

## Supplementary for minors:

For minors, the signature of the legal representative (**both parents**):  \_\_\_\_\_  \_\_\_\_\_  
Parents rider/passenger Parents rider/passenger

## Privacy information for participation in the IDM

The personal data provided by you in the entry form will be electronically registered and saved by us to implement the participant contract

The following participant data will also be forwarded to the tyre manufacturer Pirelli for the issue of the tyres (please complete the exact company name):

Start number, name, class, motorcycle, nationality and team name

Pirelli processes this data for the tyre issue and for the documentation of the issued tyres.

Furthermore, we also pass on this data to the sport-aspect organiser of the respective event and to the timekeeper for the proper execution of the event.

The organiser also stores this data in order to settle the tyre sales with the participants and keeps them within the legal storage periods.

Legal basis for the collection and storage and forwarding of this data is Art. 6 I lin. b) GDPR and for distribution to our service providers Art. 28 GDPR.

The data is stored by us within the legal retention periods.

Our data protection officer can be reached at [www.datenschutz@motorpresse.de](mailto:www.datenschutz@motorpresse.de)

Tel.: 0049 (0)711-182-0.

You can also contact the relevant data protection supervisory authority:

The State Commissioner for Data Protection and Freedom of Information Baden-Württemberg, Königstraße 10 a, D-70173 Stuttgart, Germany

I hereby agree to the storage, transmission and processing of my personal data pursuant the privacy policy of the DMSB and the organiser Motor Presse Stuttgart GmbH & Co. KG, taking into account the EU data protection regulation. At any time, I have the option of receiving information from the DMSB Data Protection Officer regarding this data and/or exercising my right of objection. The privacy policy can be viewed at any time at <https://www.dmsb.de/> and/or are available from the organiser on site.

You have the right to request information about the data stored about you and to request a copy for this purpose. You can also request the erasure, rectification or, in certain cases, the restriction of the processing of your personal data.

If you request the erasure of your data, we will comply with your request as soon as possible, unless statutory retention periods or other legal requirements preclude erasure. In any event, we will delete your data if either the specified purposes have been fulfilled or eliminated and there are no legal retention periods or other legal requirements preclude erasure.