

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
- they will only deploy the vehicle in technically and visually perfect condition at the respective event.
- they are familiar with the International Sports Law (ISC) of the FIM (Fédération Internationale Motocycliste) as well as the FIME (Fédération Internationale Motocycliste Europe) with appendices, the Legal and Disciplinary Regulations of the FIM, FIME the Anti-Doping Rules of the World and National Anti-Doping Agency (WADA/NADA Code), the relevant DMSB regulations, the general championship regulations and the special series regulations, the legal and procedural regulations of the DMSB (RuVO), the DMSB environmental guidelines and the other FIM, FIME and DMSB regulations and that they will recognise these as binding and will follow them
- they are in possession of a valid licence in accordance with the requirements of the respective discipline, if required.

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 (ISC) 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 (ISC) 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 2023 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 other member organisations of the DMSB, their presidents, organs, directors, 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 2023 with the exception of the participants in the sidecar races.

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.

Waiver of liability IDM 2023



Release from the duty of confidentiality

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. The processing of your data is based on a legitimate interest of the DMSB. Processing takes place in order to protect licensees at sporting events. You may revoke your consent at any time with future effect.

The DMSB, its member organisations, the ADAC regional clubs and event organisers do not participate in dispute resolution proceedings before a consumer arbitration board in accordance with the Consumer Dispute Resolution Act.

DECLARATION OF EXEMPTION FOR FILM/PHOTO PRODUCTIONS

The participant declares his/her consent to the taking of photographs and filming during the event and to the granting of free broadcasting, public reproduction, recording, duplication and editing rights with regard to the filming or photographing of himself/herself, any accompanying persons or their vehicles vis-à-vis the DMSB, its member organisations, the ADAC regional clubs and the organiser. In addition to the use for reporting on the race, the participants and the results in print, radio, TV and online media, such as in particular the Internet/Facebook sites of the DMSB, its member organisations, the ADAC regional clubs and the organiser, the granting of rights shall also include the use of the recordings for purposes of self-promotion or event advertising. If the participant sends photographic material to the organiser, the participant also declares his/her consent to the unrestricted use, exploitation or publication by the DMSB, its member organisations, the ADAC regional clubs and the organiser free of charge.

PRIVACY POLICY

The personal data provided by you in the entry form will be collected and stored electronically by us for the execution of the participant agreement.

For the issue of the tyres, the following participant data will also be passed on to the tyre manufacturer Pirelli Deutschland GmbH: Starting number, name, class, motorcycle, nationality and team name

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

Furthermore, we also pass on this data to the sporting 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 it within the framework of the statutory retention periods.

The legal basis for the collection, storage and disclosure of this data is Art. 6 (1) (b) GDPR and, for the transfer to our service providers, Art. 28 GDPR.

I also agree that the DMSB, its member organisations, the ADAC regional clubs and ADAC local clubs as well as the organiser may use data collected on me in the application forms for the following purposes:

Publication (also on the internet) of lists of participants and results and of decisions of the race/driving director as well as of the stewards and, if applicable, subsequently of the association courts as well as transmission of the documents to the DMSB, the member organisations, the ADAC regional/and local clubs as well as the series promoter/organiser.

Note:

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

You may revoke your consent at any time with future effect under info@dmsb.de – quoting the event and the event date.

For more information, please refer to the privacy policy www.dmsb.de.

The organiser will store the data within the framework of the statutory retention periods. The organiser's data protection officer can be contacted at www.datenschutz@motorpresse.de Tel.: +49 (0) 711-182-0.

You can also contact the competent data protection supervisory authority:

The State Commissioner for Data Protection and Freedom of Information (Landesbeauftragte für den Datenschutz und die Informationsfreiheit) Baden-Württemberg

Lautenschlagerstrasse 20, 70173 Stuttgart

You have the right to request information about the data stored on you and can request a copy. You can also request the erasure, rectification or, in some 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 prevent erasure. Otherwise, we will erase your data when either the stated purposes have been fulfilled or have ceased to apply and there are no statutory retention periods or other legal requirements that prevent erasure.

Waiver of liability IDM 2023



Minor participants: If the participant is still a minor or not fully legally competent, both legal guardians must sign this declaration. If there is only one legal guardian, please contact the organiser in advance at idm@actionteam.de. The organiser will send you an affidavit form, the original of which must be submitted to the organiser before the event begins. If a parent or guardian authorises the other person entitled to custody to sign, a corresponding power of attorney in the original with a copy of the identity card of the represented parent or guardian on both sides must be submitted at the latest at the start of the event. The organiser is entitled to refuse participation in the event if the aforementioned documents are not presented in the case of representation of a minor by only one person.

I duly noted the general contract declarations, the waiver of liability, the declaration of exemption and the privacy policy and I agree with my signature.

Name rider _____

City _____

Date _____

X _____
Rider signature

X _____
Entrant signature

Supplementary for minors:

For minors, the signature of the legal representative (**both parents**):

X _____
Parents rider

X _____
Parents rider