

Waiver of liability and release from liability FIM Sidecar World Championship & IDM Sidecar 2023

General declarations of rider and passenger (hereinafter “the Participant”) for the FIM Sidecar World Championship and the IDM Sidecar 2023 (hereinafter “the Competitions”)

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

The Participants guarantee that

- the information given in the entry form and in this waiver of liability 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 and by the competent FIM Officials,
- is made available to technical commissars and the competent FIM Officials for (re) examinations ordered by the commissioners and by the relevant authority of their own motion without charge and without reimbursement,
- they will only deploy the vehicle in technically and visually perfect condition at the respective event,
- they are familiar with and accept where applicable the Regulations of the Fédération Internationale de Motocyclisme (“the FIM”) including but not limited to the FIM Statutes, the FIM Sporting Code, the FIM Disciplinary and Arbitration Code, the FIM Code of Ethics, the FIM Medical Code, the FIM Anti-Doping Code, the FIM Environmental Code and the FIM Sidecar World Championship Regulations currently in force available at www.fim-moto.com (hereinafter and in related documents “the FIM Regulations”) as well as the regulations of the FIM Europe (the “FIME”) and 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, the Participants acknowledge and agree that

- behaviour or actions of a team member (rider, passenger, mechanic, helper, etc.) which affect the contractual relationship with the organiser or cause a claim for damages also act for or against the Participant, and thus the Participant accepts that he/she shall be held liable for the actions of a team member in the framework of the Competitions.
- the DMSB and the FIM and their respective jurisdiction, the sports commissaries, the organisers and the relevant FIM Officials – 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 provided for in the FIM Regulations, the DMSG, the RuVO, the regulations, invitations to tender and other applicable provisions,
- the Participant may not use any substances or methods as defined in the prohibition list of the World Anti-Doping Code of WADA and in the FIM Anti-Doping Code.

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Protest and appeal

The Participants (also several riders designated for one vehicle) mutually empower one another through submitting the entry form 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 for registration in the FIM Sidecar World Championship & IDM Sidecar 2023 apply.

The Participant also undertakes not to cause at any time prejudice to the FIM or to the promoter/organiser/DMSB or their reputation by his/her conduct or any public statement he/she may make. He/she agrees that any action or misconduct on his/her part on or outside the field of play prejudicial to the interests of the FIM and or the promoter/organiser/DMSB (including but not limited to violent or dishonest conduct, racist, threatening, abusive, indecent or insulting words or behaviors) or non-compliance with the instructions and directives of the FIM and or the promoter/organiser may be sanctioned by the appropriate FIM/DMSB body.

The participants is fully aware and accepts that the Court of Arbitration for Sport in Lausanne, Switzerland has exclusive jurisdiction to receive any appeal against final decisions handed down by the FIM/DMSB's jurisdictional bodies. The dispute will be resolved in accordance with the Code of sports related arbitration.

Declarations by the participants to exclude liability

Participants participate in the event of the Competitions 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 Competitions and exonerate in particular:

- 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, their employees and Officers agents and the Officials including the FIM's as provided for by Article 60.5 para. 1 of the FIM Sporting Code
- 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 Competitions, 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

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- the vicarious agents, the legal representatives, the principal and volunteer employees of all the aforementioned persons and bodies as well as their members.

The Participant agrees to indemnify the FIM, FMNR, CONUs, FIM promoters, organisers and officials, employees, officers and agents from any liability to third parties for loss, damage or injury to the extent for which he is responsible

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 sidecar races held within the framework of the Competitions.

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

By submitting the entry form, 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 this regard, as provided for by Article 110.3 of the FIM Sporting Code, where applicable, the Participants acknowledge and agree that neither the FIM, the contractual FIM promoter, the FMNR, nor the Organiser may be held responsible for any damage sustained by a racing or reserve motorcycle taking part in an official meeting or by its accessories or other equipment during the meeting or the practices, howsoever caused, either by fire, accident, theft, deterioration or by any other means.

The organiser is, however, responsible for the motorcycles which are placed under his exclusive custody and control in a parc fermé. He is therefore bound to insure all motorcycles in this parc fermé for their value (depending on the type of motorcycle), against theft, loss or damage during this period.

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, Officials (including the FIM Medical representative and the FIM Chief Medical Officer), 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 FIM and 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.

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The FIM (in accordance with its Statutes), 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 FIM and the DMSB, their affiliated federations and member organisations, the ADAC regional clubs and the organiser.

Besides, the Participant agrees that IDM and the FIM shall have the right to record (with the right to sublicense and assign) his/her participation, appearance, image, likeness and voice on video tape, film, photograph or in any other way to exploit and publish the same in any form of publication (including but not limited to TV, radio, print, magazine, newsletter, electronic media, mobile applications, video, Internet, NFT, OTT, Metaverse, Web3 or electronic games) for the purposes of the Competitions free of charge.

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/Twitter/Instagram/Youtube sites of the FIM and 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.

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 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) (a and b) GDPR and, for the transfer to our service providers, Art. 28 GDPR.

I also agree that the FIM and the DMSB, and their affiliated federations and 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.

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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.

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.

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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 _____ X _____
Rider signature Passenger signature

Supplementary for minors:

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

X _____ X _____
Parents rider/passenger Parents rider/passenger