

Registration for Track Day Nordschleife

Track: Nürburgring Nordschleife
Date: 19.03.12 **Start:** 08:30 **Finish:** 16:30
Cost: 399 Euro

Surname: _____ **Name:** _____

Street: _____ **Zip / Place:** _____

Date of birth: _____

Phone: _____ **Mobile:** _____

E-mail: _____

Car / Type: _____ **Licence plate:** _____

Road registration : **yes** **no** (please circle matching)

Important Information:

Max 116dB

Prior to the Trackday:

- Details for payment follow with confirmation.
- Down payment has to be done immediately.

During the Trackday:

- Participation of drivers briefing is mandatory for being permitted to use the track.
- Only cars which are deemed safe will be allowed to the track.
- Every participant has to follow instructions from Speed Industries and the track officials. Violations will be handled with exclusion from the event

Please sign and return by fax (+41 55 410 63 21) or E-Mail

.....
(place, date, signature)

TERMS AND CONDITIONS

§ 1 Conclusion of Contract

1. Any registration made or order placed by you, whether through the Company's website or otherwise, shall be deemed an offer by you to purchase the relevant event package or other arrangement. The registration must be communicated to us in writing. By submitting a registration you warrant and confirm to us that you comply with our Terms & Conditions
2. The contract between you and Speed Industries shall come into existence, with acceptance by Speed Industries. Upon completion of the contract, Speed Industries will issue a confirmation invoice and send it to you by e-mail.

§ 2 Payment

1. With conclusion of the contract, you need to make a deposit as specified in the registration.
2. Full payment, unless specified otherwise in the relevant offer or in the confirmation, must be effected right after registration and must be paid by you in due time (date of receipt of payment).
3. Any other handling, cancellation or reregistration fees are due at once.

§ 3 Alteration and cancellation by the customer / Replacement by a third person

1. Before the event date, you may cancel the agreement at any time. The day the written cancellation is received by us (within the usual working days and hours) applies. It is strongly recommended to communicate the cancellation of your registration to us in writing. In case of cancellation or No-Show without notification, Speed Industries is entitled to demand compensation for the preparations and its expenditures. SPEED INDUSTRIES may calculate this compensation precisely according to expenditures or based on the scale below. The following scale applies unless other regulations had been specified:

until 28 days prior to the event: EUR 50.-
28 to 18 days prior to the event: 50%
18 days prior or less to the event: 100%

2. Every confirmed travel participant may be replaced by a third person up to the event date, if Speed Industries is notified of this change. Speed Industries reserves the right to accept a third person, if he or she does not comply with the requirements of the booked event or if a. In this case, the above cancellation regulations apply. If a third person replaces a confirmed participant, the contract between Speed Industries and the confirmed participant remains untouched. Speed Industries reserves the right to claim reregistration costs from the third person in addition to the original price.

§ 4 Cancellation /Refusal by SPEED INDUSTRIES

1. Speed Industries can terminate the arrangement with you, if you, despite dissuasion, behave in a way which interferes with the event or to such an extent that it causes offence or danger to others, which would justify a termination of contract with immediate effect. If the arrangement is terminated by Speed Industries, there will be no refund of the amount paid for the event.
2. Speed Industries reserves the right to terminate the arrangement, if you do not settle the agreed amount for the relevant event in due time. In case of termination because of delay in payment, Speed Industries is entitled to claim compensation according to the scale shown or calculate the exact loss, in which case instead of receipt of a cancellation of contract from the customer, the customer receives a cancellation of contract from Speed Industries.
3. If one of the offers is disclosed as being subject to a minimum number of participants, the contract concluded with the customer, comes into effect only if this minimum number is reached. If the agreed minimum number of participants is not reached until latest two weeks before the event date, the arrangement is terminated between you and Speed Industries, unless Speed Industries declares explicitly that the event will be arranged in spite of the low number of participants. In this case of cancellation, Speed Industries will fully refund the amount, which was already paid for the event by you. No further compensation is payable. Speed Industries is obliged to inform the customer immediately, if the minimum number of participants is not reached.

§ 5. Cancellation of contract due to Force Majeure

1. If the event due to unpredictable happenings is hampered, endangered or in another way impaired, Speed Industries is entitled to terminate the contract. Speed industries will perform a track inspection at the morning of the event and will then decide if the event will be started.
2. In case of cancellation for the reasons mentioned under IX.1, Speed Industries is obligated to take all necessary measurements, which result from the cancellation of the agreement, especially with regard to transport – if this was part of the contract – the customer back to the destination. Possible additional costs for the transportation (e.g. transport by other airlines with higher fares) must be born by the customer.

§ 6 Responsibility and Insurance

1. Participants (hereinafter to include applicants, drivers, teams, passengers, vehicle owners, vehicle keepers and their assistants) hereby declare irrevocably and agree to be courteous, sportsmanlike and not to surpass one's possibilities and those of one's car – also participants hereby declare that their participation in the event is at their own danger and at their own risk. They bear sole responsibility under civil and criminal law for all damages caused by themselves or by the vehicle used, unless any exclusion of liability is agreed under the terms of this agreement or the conditions of the event.

Conversely, the event promoter accepts absolutely no liability in respect of participants for any personal, material or property damages, either prior to, during or after the event. On submission of this application, participants formally waive any right - with the exclusion of recourse to law, in respect of themselves, their legal successors or those persons for whose maintenance they are liable, for any damages or accident suffered in connection with the event - to initiate proceedings or seek recourse from and against

- the event promoter or promoters, including all associated clubs, associations and organizations
- the assistants and instructors of the above
- the circuit owner and its operators, other circuit operators and its staff, including circuit marshals and other companies engaged;
- authorities, racing services and any other persons associated with the organization of the event
- the body responsible for road construction, in the event that damages, including to accessories, are caused due to the surface finish of the roads to be used for the event
- the subcontractors and servants of all of the persons, companies and bodies indicated above, except where damages are caused by deliberate action or gross negligence.

2. Furthermore, by this declaration, signatories release all of the above-mentioned parties completely from any claims made by third parties, in the event that such claims include the above-mentioned parties in co-liability in respect of any accident caused by one of the undersigned, or any other event resulting in damages.

3. In respect of any damages caused by participants to others or to the racing circuit site and its facilities during the event (i.e. guard rails), participants undertake to settle full associated costs immediately with the persons or party harmed directly on location. Each participant is himself responsible for liability waivers (preferably in writing) in respect of such claims as may be made by an assistant against the relevant participant on whose behalf the assistant is acting. The event promoter/s, including all associated clubs, firms, associations and organizations disclaim any responsibility in case of robbery.

4. The driver must be the owner of the vehicle to be used for the event. Where the driver is not the owner of the vehicle to be used, her/his application must be accompanied by a waiver on the part of the owner of the vehicle, or this waiver must be submitted before the beginning of the event, at latest. Under civil law, the driver is responsible for ensuring that this waiver is legally valid. It is not the responsibility of the event promoter to check whether the driver is the owner of the vehicle to be used or whether he has obtained a waiver from the owner of the vehicle; thus, without any doubt the driver bindingly enters into full legal responsibility according to this agreement accepting such conditions without any exclusion.

§ 7 Mandatory for each Participant

1. There is a briefing held prior to the event which must be attended by each participant. Each car will be inspected prior to the start of the event. Every vehicle attending has to be in good technical condition and must be equipped with a tow off device. If a car is deemed not fit or safe for this event, Speed Industries reserves the right to dismiss the participant from this event. In such case, the participant has no right of whatsoever for the payments made.

§ 8 Nature of Event

Driver training on a circuit plant from which public traffic is excluded during the event. The circuit is a race track specifically selected bearing the relevant safety aspects in mind. The purpose of the event is to maximize the driver's ability and to optimize technique, along with control of the vehicle. The aim of the event is to improve vehicle control and driving safety.

§ 9 Various

Use of seat belts is mandatory during driving on the track. Each passenger MUST wear a crash helmet when driving on the track and the minimum age of passenger is 16 years, maximum 2 persons per car. It is strictly forbidden to cross the boundary drawn i.e. by cones, to go back on the track, to reverse one's car on the track, to drive on the track in the opposite direction !

Own risk waiver: participant Track Day

Name :	First name:
Street + Number:	
Area code + City:	
Telephone number:	
Email:	
Date of birth:	
Place of birth:	
Nationality:	

I , undersigned ,

Zolder, Belgium .../.../...

formally declare that

As a part of any activity and/or events I take part in organised by Skylimitevents BVBA (Eran Racing VZW)

As represented by : Jaenen Andy and Jo Lammens, and representatives (list available)

I waive, both for myself and any right holders of mine, including my/their respective insurers,

All possible claims, including for personal injury and material damage,

Vis-à-vis:

1. **Skylimitevents BVBA (Eran Racing VZW)** , and/or its subsidiaries, parent companies and affiliates, their shareholders and/or directors and/or personnel and/or representatives,
2. the owners and/or operators of the circuit,
3. the organisers of other activities on the circuit,
4. other users of the circuit (spectators, onlookers,...),
5. the driver of the vehicule, the instructor, and the owner of the vehicule I am in,
6. the personnel and representatives of all the abovementioned companies and/or associations (points 1 tot 5)
7. the insurers of all the above-mentioned personnel and representatives and/or companies and/or associations (points 1 tot 6)

The participant declares with his or her signature that he/she has read the general conditions and has accepted these.

The participant who takes part in this event , takes full responsibility. He/ she knows that he/she is responsible for the civil and criminal liability of all the damage caused by his of her car (personal lesion damage or material damage)

The person who is registered, is responsible for all the co-drivers who enter the circuit with the same starting number, he/she is also responsible for all the passengers in his/her car.

The participant knows all the general rules of the circuit. The registered person is responsible for the distributed transponder.

He/ she has to return this transponder when the event is finished. The participant obliges him/herself with his/her signature that he / she will follow all the rules or indications of the organisation.

The participant declares that he/ she is the possession of a valid driving licence and that he/she will carry the security helmet and seat-belt while driving.

The organisation has the right to introduce necessary changes in the program as a result of the force majeure, security considerations, requirements of the government, the organisation has also the right to cancel the entire event as a result of particular circumstances, without paying for all the caused damage.

Signature (proceeded by read and approved):