

**Declaration of entrant and driver on the exclusion of liability for simple negligence on the exclusion of strict liability:**

Participants shall take part in events and test drives / driver training courses at own risk. The said shall bear the sole civil and criminal responsibility for all of them or for the damage caused by the vehicle used by them, provided no exclusion of liability is agreed upon.

By submitting this form, the entrant and driver declares his or her waiver of claims of any kind for damage, which occurs in conjunction with the event, towards the FIA, the DMSB, the member organisations of the DMSB Deutsche Motorsport Wirtschaftsdienst GmbH, their presidents, managing directors, secretaries general and other organs, the ADAC, the AvD, the DMV, the TOYOTA Motorsport GmbH, the TMG GT86 Cup Organisation, the IKmedia GmbH as well as their employees (including freelance members), the organiser, the sports marshals and helpers, the race course owners, authorities, racing services, manufacturers and all other persons who are in contact with the organisers of the event, the road construction planners provided the damage is caused by the condition of the road including accessories used during the event, as well as the vicarious agents or executing aides of all persons and bodies mentioned hereinbefore, except in case of intentional or grossly negligent causation of damage.

Towards other participants (entrants, drivers, passengers), their aides, the owners, owners of other vehicles, the in-house entrants, the in-house drivers, passengers (other contrary agreements between entrants, drivers, passenger shall have priority !) and in-house aides, they shall waive claims of any kind for damage, which occurs in conjunction with race event (untimed, timed training, warm-up, race), except in case of intentional or grossly negligent causation of damage.

By submitting the registration application, the exclusion of liability shall become effective with respect to all parties concerned. The liability waiver shall apply to claims of any legal reason, in particular for claims of damages from contractual as well as extra-contractual liability and also for claims arising from unlawful acts.

The participants have taken note of the fact that the DMSB licence shall include an accident insurance for drivers, and that the organisers have concluded an accident insurance for sports marshals and aides as well as a liability insurance at the usual conditions. The said are aware of the fact that in case of liability claims the entrants, drivers, vehicle holders and owners amongst each other are insured by the organisers' liability insurance only for personal injury (no material damage), which has been caused gross negligently. The amount of the sum insured is known as well. The organiser shall set up the respective event procedures in the announcement. These texts shall be sent to the entrants and drivers by the respective organisers. The DMSB shall assume no liability in case entrants or drivers do not accept the rules of the organiser and thus abstain from participating or the organiser refuses the nomination of the entrant / driver.

\_\_\_\_\_  
City, date

\_\_\_\_\_  
Signature of driver

\_\_\_\_\_  
Signature of entrant

**Declaration of renunciation of the vehicle owner:**

(required only, if the entrants or drivers are not the owners of the vehicle to be used)

I agree to the participation of the vehicle described in greater detail overleaf in test drives / events for the TMG GT86 Cup and agree to waive claims of any kind for damage, which is caused in conjunction with the event, and the said toward the FIA, the DMSB, the member organisations of the DMSB Deutsche Motorsport Wirtschaftsdienst GmbH, their presidents, managing directors, secretaries general and other organs, the ADAC, the AvD, the DMV, the TOYOTA Motorsport GmbH, the TMG GT86 Cup Organisation, the IKmedia GmbH as well as their employees (including freelance members), the organiser, the sports marshals and helpers, the race course owners, authorities, racing services, manufacturers and all other persons who are in contact with the organisers of the event, the road construction planners provided the damage is caused by the condition of the road including accessories used during the event, as well as the vicarious agents or executing aides of all persons and bodies mentioned hereinbefore, except in case of intentional or grossly negligent causation of damage.

Towards entrants, drivers, passengers, holder, owners of the other vehicles used, the aides of the participants mentioned in the registration applications and the other participants as well as towards the entrants, drivers, passengers of the vehicles rendered available by me (other contrary agreements between the owner, entrant, driver, passenger shall have priority !), I shall waive claims of any kind for damage, which occurs in conjunction with the race event, except in case of intentional or grossly negligent causation of damage. The liability waiver shall apply to claims of any legal reason, in particular for claims of damages from contractual as well as extra-contractual liability and also for claims arising from unlawful acts. I am aware of the fact that the participants also declare a corresponding exclusion of liability and in case of liability claims the entrants, drivers, vehicle holders and owners amongst each other are insured by the organisers' liability insurance only for personal injury (no material damage), which has been caused gross negligently.

\_\_\_\_\_  
City, date

\_\_\_\_\_  
Signature of vehicle owner

**General contractual statements of entrant and driver:**

The entrant and/or the driver assure that the data rendered in the application for registration are correct and complete, that the driver meets the demands of racing events without restrictions, that the vehicle is in keeping with the technical rules of the TMG GT86 Cup in all points, and that they will use the vehicle only in a technically and optically perfect condition in the respective event.

Furthermore they declare with their signature that they have taken note of the International Sporting Code (ISC) of the FIA (Fédération Internationale de l'Automobile), the DMSB rules for circuit racing as well as the DMSB hill rules, the DMSB event rules, the general series rules of the TMG GT86 Cup, the legal and procedural rules of the DMSB and the other FIA and DMSB regulations, that they shall recognise and observe the said in a binding manner, that the DMSB, its jurisdiction, the sports marshals, the organiser – within the framework of their competences in each case – shall be permitted to set penalties in case of violations against the regulations, such as those defined in the ISC, the RuVO, the regulations, the announcements and other conditions, that they shall observe precisely the advertising rules and in particular the attachment rules of the series sponsors, that they agree to the fact that TOYOTA Motorsport GmbH and the series sponsors can use gratuitously the successes of the drivers / entrants as well as word and pictures for advertising without previous announcement, that these rules and conditions as well as the declarations in this application shall become parts of the agreement with the DMSB and the organisers with their approval.

Authority for submission of entries to scoring runs:

Herewith entrants and/or drivers authorise TMG GT86 Cup Organisation to submit entries for the individual events, during which scoring runs are carried out for the TMG GT86 Cup in my / our name(s). The right of the organiser to reject entries shall remain unaffected.

Protest and appeal authorisation:

By submitting the entry, the entrant and the driver authorise each other to represent the respective other party in protest and appeal proceedings. They authorise mutually in particular the submission of protests and their revocation, announcement, giving in, confirmation, withdrawal and renunciation of appeal and the submission of all applications possible within the framework of protest and appeal proceedings as well as the adoption and/or acceptance of declaration.

Entrant and driver shall be liable for all obligations from the entire agreement as joint debtors.

Entrant and driver shall have to accept for and against themselves the facts in the person or the behaviour of a team member (entrant, driver, mechanic, aides, et cetera) which involve the contractual relationship with the organiser or establish a claim for compensation.

\_\_\_\_\_  
City, date

\_\_\_\_\_  
Signature of driver

\_\_\_\_\_  
Signature of entrant

