



LIABILITY DISCLAIMER

Contractual consent by the user / participant for excluding liability

The client shall be liable for all the claims caused by him, his legal representatives or vicarious agents or by Third Parties retained or authorised by him or by persons using the services of Test Event Area and its equipments with his knowledge and wishes and shall release the Test Event Area GmbH & Co. KG from all the claims that are asserted against it as operator of the test area. The client is particularly responsible for the safety of the personnel, the customers / spectators and other persons involved and shall release Test Event Area GmbH & Co. KG from all claims in the event of any damages.

(1) The participants (organizers, drivers, passengers, teams, vehicles, vehicle owners, helpers, other persons involved) shall participate in the use of Test Event Area at their own risk. They shall bear complete and sole civil and criminal law-related responsibility for all the damages caused by them or by the vehicle(s) used by them. Companies shall be liable for their drivers, passengers, guests and helpers. By signing this agreement the participants declare their consent to waive any claims of any type associated with the event and against the organizer(s), including all the companies, clubs, associations and organisations, their helpers, instructors, sports managers and sports marshals; vehicle operators, other vehicle owners and operators, all the companies involved as well as their employees, including routes and other persons and companies; Services, sports marshals and all persons who are associated with the organisation of the event; the road construction carriers, as well as damages caused by the use of streets to be used for the events including all the accessories; the vicarious agents and assistants of all the persons, companies and institutions mentioned above; Only exceptions are for the damages arising from the injury to the life, body and health which are due to intentional or gross negligent violation of the obligations by the organizer. It is stated explicitly that the waiver of liability shall also be applicable if TEA employees, instructors etc. Drive the vehicles of the participants at their explicit request (e.g. demonstration drives) and if participants are driven in the vehicles of the organisers or other club members or instructors, e.g. demonstration drives.

(2) However the liability of the participants shall remain unchanged; no waiver of liability is applicable. The participants are obligated to provide compensation for damages to the damaged party when they cause such damages during the event on the area of Test Event Area or to the vehicles of other participants and shall regulate directly with him or through the liability insurance to the extent such an insurance exists.

(3) Furthermore the participants release all previously mentioned parties completely from any claims of Third Parties by consenting to this agreement, if such Third Parties make the above mentioned parties liable for the accidents or other damages caused by the undersigned. By providing this contractual declaration each participant acknowledges the aforementioned conditions without any restrictions and it shall be effective by signing the agreement. The waiver of liability is applicable for all claims from any legal reason, especially for claims for damages from contractual and non-contractual liability and also for claims from unlawful acts.

4) With my signature below I confirm that I have been given usage conditions of the Test Event Area GmbH & Co. KG with the Terms & Conditions.
I acknowledge these conditions without any restrictions or reservations.

Place/ Date

Test Event Area GmbH & Co. KG

Please in block letter:

Company

First Name/ Last Name

Street

Zip Code/ City

Place/ Date

Signature

Driver First Name/ Last Name

Place/ Date

Signature

This agreement must be signed by persons (in case of judicial persons, by the person authorised to sign) independently. After signing please add the name of the signatory (in case of judicial persons please state the designation of the person authorised to sign within the company)