

After Work Trackday Racepark Meppen



Dates

16 March 2019 (Saturday)

12 May 2019 (Sunday)

20 July 2019 (Saturday)

24 August 2019 (Saturday)

26 October 2019 (Saturday)

Price 199 EUR incl. VAT

Schedule:

14:45	Drivers Briefing
15:00	Free practice – open pitlane
18:00	End

Allowed cars: road legal or race cars with DMSB certificate or similar, free choice of tyres.

One driver per car included, second driver or passengers pay 25 EUR fee cash on site.

Noise Limit 95 db – no open exhaust – silencers mandatory **Take care – Noise is permanently monitored!** If a car exceeds the noise limit, it has to stop immediately by directive.

No fuel station in the paddock.

Wear of helmets and seat belts is obligatory.

NO LAPTIMING!

Please check your car before the training (Tires, Brakes, Oil Level)

Fill your tank with fuel before the training to avoid breaks

Clean your windscreen (also from inside)

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These terms and conditions were drawn up in German. The present terms and conditions are a mere translation.

In the event of contradictions between the two versions, the German version shall always prevail.

General Terms and Conditions of Motorsport Akademie Christopher Bartz Ulrich-Zell-Straße 7 50733 Koeln Germany

1. Conditions of Participation

1.1. Participation in the courses organized by Motorsport Akademie - hereinafter referred to as "MACB" - is subject to the following terms and conditions.

1.2. The registration of a participant and/or a registrant shall be considered as acceptance and confirmation of the school's terms and conditions. The Participation Agreement is concluded through written entry confirmation by MACB.

1.3. The services to be performed by MACB comprise the conducting of a theoretical and practical course according to the course program and/or schedule.

1.4. The courses offered by MACB do not serve the purpose of achieving top speed, they merely aim to optimize driving capacities.

2. Insurance / Liability

2.1 Notwithstanding the accident insurance or organizer's third party insurance effected by MACB, participants are personally liable for all material or personal damage they have caused during the course.

2.2 In case that the MACB provide cars for the event, the insurances effected by MACB include a retention amounting to € 3,000.00 for damage to vehicles that are provided for the course. This sum shall be borne by the participant.

2.3 The participants take part in the course at their own risk. They are exclusively responsible for all civil and criminal law liabilities arising out of damages that are caused by the participants or the vehicles used by the participants, unless liability has been excluded by common agreement. The registration of entrants and drivers shall be considered as their waiver of all rights arising out of damages in connection with the course against:

- Motorsport Akademie Christopher Bartz

- persons employed in the performance of obligations and vicarious agents of all aforementioned persons and organizations with the exception of damages caused by death or bodily harm or injuries to health, provided that the damage is due to intentional or negligent breach of duty committed by the persons that are released from liability, including legal representatives or persons employed in the performance of obligations, as well as other damages that are due to intentional or grossly negligent breach of duty committed by the persons that are released from liability, including legal representatives or persons employed in the performance of obligations.

With respect to

- other participants (entrants, drivers, co-drivers), their assistants, owners, registered users of other vehicles

- the participants' entrants, driver(s), co-driver(s) (different special agreements between entrant, driver and co-driver shall prevail) and assistants they waive all rights arising out of damages in connection with the event with the exception of damages caused by death or bodily harm or injuries to health, provided that the damage is due to intentional or negligent breach of duty committed by the persons that are released from liability, including legal representatives or persons employed in the performance of obligations, as well as other damages that are due to intentional or negligent breach of duty committed by the persons that are released from liability, including legal representatives or persons employed in the performance of obligations.

The liability exclusion clause shall become valid upon enrollment with respect to all persons concerned. The waiver shall apply to all rights, regardless of their legal basis, particularly to damage claims based on contractual and non-contractual liability as well as to claims based on tort. Implicit liability exclusions shall remain unaffected of the foregoing liability exclusion clause.

3. Security

3.1. During the entire course, the representatives of MACB shall be entitled to give instructions to the participant.

3.2. MACB explicitly points out that the participant must adhere to strict discipline during the course and follow the instructions and directions of the instructors.

3.3. Overtaking shall be determined through explicit instructions by the MACB instructor that is responsible for the respective exercise.

3.4. The use of seat belts is mandatory for all participants.

3.5. Participants are not allowed to leave the security area established by the instructor.

3.6. The consumption of alcohol is prohibited for the duration of the entire course (0.0 per mill). The participant expressly declares that he does not suffer from any illnesses including mental illnesses and nervous conditions.

3.7. Should the participant infringe these rules, MACB is entitled to bar him from further participation in the course since this would at least be a case of negligence on behalf of the participant. Should the infringement result in personal and/or material damage for MACB, e.g. with respect to the vehicles, the participant shall be personally liable for such damage.

3.8. In such cases, the participation fee will not be reimbursed.

4. Publication

4.1. MACB is entitled to publish any photographs and video recordings made of the participant.

5. Payment Terms

5.1. Unless otherwise provided by written agreement, the participation fee shall be paid within 14 days, however, no later than 6 weeks before the beginning of the course.

5.2. All payments shall be made without deductions and free of bank charges.

6. Cancellation

6.1. The participant is entitled to cancel or to terminate the agreement pursuant to the following terms:

o In the event of cancellation/termination not later than 60 days before the beginning of the course, the participant shall pay a cancellation fee amounting to 5 % of the participation fee, however, not less than € 25.00.

o In the event of cancellation/termination not later than 30 days before the beginning of the course, the cancellation fee shall amount to 30 % of the participation fee.

o In the event of cancellation/termination not later than 15 days before the beginning of the course, the cancellation fee shall amount to 60 % of the participation fee.

o In the event of cancellation/termination not later than 5 days before the beginning of the course, the cancellation fee shall amount to 80 % of the participation fee.

o In the event of cancellation/termination less than 5 days before the beginning of the course, the cancellation fee shall amount to 90 % of the participation fee.

o In the event of cancellation/termination after the beginning of the course, no reduction of the participation fee shall take place.

Any cancellation/termination must be made in writing in order to be valid. The calculation of the foregoing time periods is based on MACB's receipt of the cancellation/termination notice.

6.2. Pursuant to the foregoing terms, MACB is entitled to full or partial offsetting of cancellation fees against participation fees that have already been paid.

6.3. The registrant or participant is explicitly entitled to constitute evidence that no damage or decrease in value has incurred or that the damage or decrease in value is significantly below the lump sums.

7. Basic Provisions

7.1. Up to the beginning of the course, MACB reserves the right to change the dates of the course or to cancel the course for good cause. In such event, the participation fee shall be reimbursed to the participants.

7.2. MACB is entitled to change the course program at short notice, particularly due to weather circumstances. In such event, participants shall not be entitled to full or partial reimbursement of the participation fee, provided that the essential parts of the course program are realized according to the course specifications.

7.3. Should a course that has already started be cancelled for good cause, the participation fee shall be reimbursed on a pro rata basis.

7.4. The registrant or participant shall not be entitled to claim damages from MACB, unless the damage was caused intentionally or grossly negligently by MACB or its legal representatives or persons employed in the performance of its obligations.

8. Place of Performance / Place of Jurisdiction

8.1. All of the participant's or registrant's payment obligations shall be performed at the place of business of MACB in Koeln, Germany. Payments shall be deemed to be effected when the payment amount is credited to the bank account of MACB. Place of jurisdiction for all disputes arising out of this agreement shall be the competent court for Koeln. The agreement shall be exclusively governed by German law.

I hereby accept the General Terms and Conditions.

Place, Date

Name

Signature

(for minors, signature of legal representative)