

## Entry / Waiver of Liability

# *Simson GP* Season 2022

Family name	/
	race number / class
Surname	Team Name
Street, number	/ _____ ccm
Country code, Post Code, City	Bike / Displacement
Date of birth (Day. Month. Year)	Email
	Phone, inkl. Country code i.e. +49 (0) ...

\_\_\_\_\_  
 In Case of Minors (less than 18 years old): legal guardian, or supervisors designated by them  
 (Family Name; Surname; address, if deviating)

\_\_\_\_\_  
 Emergency contact (Family Name, Surname, phone number)

General contractual declarations by applicants, drivers and co-drivers or, in the case of minors, their legal representatives or supervisors commissioned by them. (Applicants, drivers and co-drivers, legal representatives, supervisors = in the following: participants).

The participants are jointly and severally liable for all obligations arising from this entry contract.

The participants affirm that

- the information given in this entry is correct and complete,
- they are fully up to the requirements of the event (=untimed and timed training, qualification training, warm-up, practice and inspection drives, races, tests to achieve maximum speeds or shortest driving times),
- the vehicle complies with the relevant technical regulations in all respects,
- all parts of the vehicle can be inspected by the technical commissioners at any time,
- it is made available to the technical commissioners without reimbursement for technical follow-up examinations ordered by the race direction and
- they will only use the vehicle for the respective event if it is in perfect technical condition.

In particular, they acknowledge as binding that

- they have to accept personal facts or the behavior of a team member (competitor, driver, co-driver, mechanic, helper, etc.) that affect the contractual relationship with the organizer or justify a claim for damages for and against them,
- the Simson GP e.V., whose sports stewards and named helpers are each entitled within the scope of their responsibility, in addition to other measures, to set penalties for violations of the sporting rules, regulations, invitations to tender and other provisions,
- they must not use any substance or method as defined in the Prohibited List of the World Anti-Doping Code of WADA and in the Anti-Doping Rules of the FIM/FIM-Europe.

### **Protest and Power of Appeal**

The participants (including several drivers named for a vehicle or, in the case of minors, their legal representatives) authorize each other to represent the other in the protest and appeal proceedings by submitting the entry. In particular, they mutually authorize each other to submit protests, to withdraw, announce, file and confirm them, to withdraw and to waive the appeal and to submit all possible applications as part of the protest and appeal procedures as well as to submit or receive declarations.

**Declarations of the participants on the exclusion of liability**

Participants take part in the event at their own risk. They shall bear sole civil and criminal liability for any damage caused by you. They declare that they waive claims of any kind for damage arising in connection with the event, namely against other participants (other agreements between the participants take precedence!) and helpers, the owners and keepers of all vehicles participating in the event (if the event takes place on a permanently or temporarily closed track) and their helpers, Simson GP eV, its board, organs, the promoter/series organizer, the organizer, his helpers, the marshals, the racetrack owners, the legal entities of the authorities, racing services and all other persons who are connected with the organization of the event, the road construction authorities and the vicarious agents, the legal representatives, the full-time and honorary employees of all the persons and offices mentioned above as well as their members.

The waiver of liability does not apply to damage resulting from injury to life, limb or health, to other damage based on an intentional or grossly negligent breach of duty or to damage resulting from the breach of a material contractual obligation by the group of persons released from liability. In the event of damage based on a slightly negligent breach of essential contractual obligations, liability for financial loss and damage to property is limited to the typical, foreseeable damage.

The waiver of liability applies to claims for any legal reason, in particular claims for damages from contractual and non-contractual liability and claims from tort.

Tacit liability exclusions remain unaffected by the above liability exclusion clause.

By submitting the entry, the participants acknowledge that insurance cover within the scope of the motor vehicle insurance (motor vehicle liability, comprehensive insurance) for damage that occurs within the framework of an event aimed at achieving maximum speeds is not granted. They undertake to also inform the holder and the owner of the vehicle used.

In the event of an injury occurring or ascertained during the course of the event or in the event of damage to health that may permanently or temporarily call into question fitness for motorcycling, the undersigned releases all treating doctors with regard to the consequences not only for him /themselves but also for third parties from the medical confidentiality among themselves as well as towards the race manager, sports commissioner, referee and the insurance claims office.

I agree to the storage, transmission and processing of my personal data, taking into account the German Federal Data Protection Act. I have the opportunity at any time to receive information about this data from Simson GP e.V. and/or to exercise my right of objection.

Once filled out and signed, this waiver of liability remains valid for the entire current racing season of Simson GP e.V.. The individual events of the current season are listed and can be read at [www.simsongp.de](http://www.simsongp.de) and/or the list is available from the organizer on site.

**Conditions of participation & safety regulations**

1. The participants must be the owner of the vehicle used at the event. Otherwise the participant assumes the fulfillment of any pending claims of the vehicle owner by submitting the entry.
2. If a vehicle or the event sticker is passed on to a driver who is not registered, the participant is liable for all damage incurred and will be excluded from the event.
3. Each competitor must wear full leather clothing, gloves, back protection, boots and a full face helmet.
4. The track must be driven quickly. Stopping is strictly forbidden.
5. During the event, participants are absolutely forbidden to take alcohol, drugs or strong medication (medications that impair driving ability).
6. Participation in the driver briefing is mandatory for every driver.
7. Dogs may be brought along, but must always be on a leash and under supervision.
8. The red flag means that the training or race has been cancelled. The round is to be completed slowly. The yellow flag means caution, slow down. There is an absolute ban on overtaking at both flag signals. Repeated disregard of the flag signals will result in a driving ban for the rest of the day.
9. The organizer can withdraw if extraordinary circumstances, force majeure, extreme weather situations occur. The same applies if the minimum number of participants is not reached or if the race track operator withdraws. In this case, the entire participation fee will be refunded.
10. The entry fee cannot be refunded in the event of bad weather, a fall, a vehicle defect or other driving impairments on the part of the participants.
11. The entry is valid after payment has been made.
12. A participant can be excluded in whole or in part if he disrupts the event or does not follow the instructions of the security staff. In these cases, the participation fee will not be refunded.
13. Participants take part in the event at their own risk.
14. The participant is fully aware of the dangers of using the race track.
15. The organizer assumes no liability whatsoever for the condition of the route and the associated facilities.
16. During practice, bikes of different power and riders of different skills will ride the track at the same time. It is important to watch out for slower drivers.
17. The organizer is only liable for personal, property, financial and other damage suffered by the participant in connection with the event if the cause of the damage is based on intent or gross negligence on the part of the organizer. This also applies to the liability of employees, employees, representatives and vicarious agents of the organizer.
18. Every participant must have international health insurance for events abroad.
19. The participants agree to the recording of image and sound documents and their use by the organizer. You agree to the publication of the result lists.
20. With the submission of the entry, the participants submit to the provisions of the present announcement and above all to the implementation provisions to be issued by the organizer for the implementation, in particular the rules of the Simson GP.

**Privacy Policy for Sporting Events**

1. The SimsonGP e.V., Pöhlauer Str. 57, 08066 Zwickau, Germany, represented by the board of directors, are responsible for processing your personal data. Please address all your applications, suggestions and questions to: info@simsongp.de or to the above address.
2. When registering for SimsonGP events, we collect the following data categories or the following personal data from you: Personal master data (first names, surnames, year of birth, nationality, if applicable, team membership) and contact details (address, telephone number, e-mail address) from you directly. You also give us the emergency contact details (last name, first name, telephone number) of a person you trust.
3. The data provided will be processed in order to fulfill this entry contract of which you are a party. It is necessary to identify you in order to check the payment of the entry fee and your eligibility to start and, if necessary, to contact you with questions, to assign you a start number, to organize and carry out admission, the competition, the accompanying program and other event-related services. For the publication of result lists and award ceremonies, only your personal master data (first and last name, birth year if applicable) and your team affiliation will be published. The legal basis for this processing is Art. 6 I 1 lit. B GDPR. To promote our club purposes, for reporting in club media, in the press, on the radio or on the Internet or for economic or non-material interests of the sports organizer and/or sports associations, the processing of your personal master data or photos/video recordings of you when participating in the above-mentioned Event, according to Art. 6 I 1 lit. f GDPR may be required.
4. Your personal data will be processed by our contractors and, if necessary, passed on to timekeeping service providers, state associations, insurance companies, authorities, press organs and, if necessary, to sports facility operators. We do not transfer your data to third countries or to international organizations.
5. Your personal data will be deleted as soon as the purpose of storage no longer applies and there are no storage obligations (e.g. standard statute of limitations for contractual claims in accordance with § 195 BGB, 3 years; storage of invoices, 10 years).
6. You have the right to request information from us at any time in accordance with Art. 15 GDPR about the personal data we have stored about you and its origin, recipients or categories of recipients to whom this data is passed on or disclosed, the purpose of storage and processing, the planned storage period and the automated decision-making we carry out. Furthermore, you have the right to rectification (Article 16 GDPR), erasure (Article 17 GDPR), restriction of processing (Article 18 GDPR) or objection to processing (Article 21 GDPR) and the right to data portability ( Art. 20 GDPR). You also have the right to lodge a complaint with a supervisory authority (Art. 77 GDPR). Responsible is the Saxon Data Protection Officer, Postfach 12 00 16, 01001 Dresden or a supervisory authority responsible for your place of residence. We deliberately refrain from automated decision-making.
7. The provision of your above-mentioned personal data is necessary for the conclusion of the contract. If your data is not provided, participation in the competition is not possible.

I have read and understood the conditions of participation, safety regulations and data protection declaration and accept them with my signature.

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Signature Participant

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Signature legal guardian 1 (only in case of minors)

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Signature legal guardian 2 (only in case of minors)