

# Waiver of Liability by the Vehicle Owner EURO MOTO 2026



Rider	#
Motorcycle	
Class/Cup	
Name of the organiser	

## WAIVER OF LIABILITY BY THE VEHICLE OWNER

This waiver of liability and assumption of liability declaration is issued by the vehicle owner for the use of the designated vehicle in the context of all motor sport events of the "EURO MOTO" event series.

*The waiver of liability applies to all training, qualifying, classification and racing events held as part of the EURO MOTO, irrespective of the respective venue, insofar as the vehicle is used as part of this series of events.*

This waiver of liability and assumption of liability declaration must be completed and signed by every vehicle owner who makes his/her vehicle available for participation in the event without being a contractual partner or participant.

The waiver of liability is agreed between the vehicle owner and Motor Presse Stuttgart GmbH & Co. KG ("organiser").

If the vehicle owner is a minor (under 18 years of age), this declaration must be signed by the legal guardian on behalf of the minor.

### I. Liability waiver

I agree to the participation of the vehicle specified in the entry form in the event (= untimed and timed training, qualifying training, warm-up, practice and inspection drives, races, classification runs, special stages to achieve maximum speeds or shortest driving times) and declare that I waive all claims of any kind for damages arising in connection with the event against

- the own participants and helpers,
- other participants, the owners and users of all the vehicles participating in the event (if the event takes place on a permanently or temporarily closed route) and their assistants,
- the FIM, the FIM-Europe, the DMSB, the member organisations of the DMSB, the DMSW GmbH, their presidents, organs, directors and secretaries-general,
- the ADAC e.V., ADAC Regional Clubs, the ADAC Local Clubs and the companies affiliated with ADAC e.V., their presidents, organs, directors, secretaries-general,
- the other DMSB member organisations, their presidents, bodies, managing directors, general secretaries,
- the promoter/series organiser,
- the organisers, sports marshals, racetrack owners, the legal entities of the authorities, race services and all other persons connected with the organisation of the event,
- the road builders and
- all other persons involved in the preparation, organisation, implementation or security of the event, including their legal representatives, vicarious agents and assistants as well as full-time and voluntary employees and members.

The waiver of liability also applies to damages arising in connection with the preparation, organisation, implementation, security and technical measures of the event by the organiser.

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The waiver of liability applies to claims arising from any legal grounds, in particular for claims for damages arising out of contractual and extra-contractual liability and for tort claims.

### **II. Exceptions to the waiver of liability**

The waiver of liability does not apply to damages resulting from injury to life, limb or health, for other damages based on an intentional or grossly negligent breach of duty by the respective group of liable persons or for damages resulting from the breach of an essential contractual obligation (obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely, so-called "cardinal obligation") by the group of liable persons. In the event of damage caused by a slightly negligent breach of essential contractual obligations, liability for financial and material damage shall be limited to the amount of typical, foreseeable damage at the time of conclusion of the contract.

Claims under the Product Liability Act or those arising from the provision of a guarantee shall also remain unaffected.

### **III. Exemption**

I indemnify the organiser against claims by third parties insofar as these claims are based on the provision of my vehicle, the condition of which does not comply with the contractual or legal requirements, within the framework of the event, and I am responsible for this condition.

### **IV. Insurance and personal responsibility**

I am aware that the organiser has not taken out its own insurance cover for the vehicle used.

I am responsible for ensuring that the vehicle has adequate liability and comprehensive insurance cover and am aware that insurance cover may be partially or completely excluded or restricted for events of a motorsport nature. Any gaps in cover shall be borne exclusively by me.

### **V. Underage vehicle owners**

If the vehicle owner is a minor, the transfer of the vehicle for participation in the event requires that this waiver be signed by both legal representatives and submitted to the organiser before the start of the event.

The legal representatives confirm that they are aware that they have a duty of supervision in connection with the vehicle rental.

If you have sole legal power of representation, please contact the organiser in advance at [info@euromoto.racing](mailto:info@euromoto.racing). The organiser will send you a form for submitting an affidavit, the original of which must be submitted to the organiser before the start of the event. If a person with custody authorises the other person with custody to sign, an original power of attorney with a copy of both sides of the identity card of the person with custody must be submitted by the start of the event at the latest. The organiser is entitled to refuse participation if the aforementioned documents are not presented in the case of minors being represented by only one person.

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## VI. Note on the processing of personal data of the vehicle owner

There is a legitimate interest of Motor Presse GmbH & Co. KG, Leuschnerstraße 1, 70174 Stuttgart, Germany, to process the personal data of the vehicle owner (first name and surname, registration number if applicable, chassis number) for business purposes. The legal basis is Art. 6 para. 1 letter f GDPR. The aforementioned personal data will be processed so that the named vehicle can be registered for the event in question. The processing of personal data is necessary so that Motor Presse GmbH & Co. KG can register the vehicle data and assign the vehicle to a specific participant. In the context of business-related data processing, the personal data - if this is not identical with Motor Presse GmbH & Co. KG - may be transmitted to the organiser. Motor Presse GmbH & Co. KG has an economic interest in ensuring that it and/or the organiser can fulfil the contract with the participants. The right to the protection of personal data of the vehicle owner is opposed to the freedom of Motor Presse GmbH & Co. KG's freedom of occupation. In view of the low intensity of the interference and the fact that the transfer of personal data is limited to information that is necessary for the organisation of the event, there is no overriding interest of the vehicle owner worthy of protection.

You have the right to request information about personal data concerning you. Unless an explicit storage period is specified, your personal data will be deleted or blocked as soon as the purpose or legal basis for storage no longer applies, unless further storage by Motor Presse GmbH & Co. KG is necessary and there is a legal basis for this. There is a right to object to the processing of personal data if there are grounds relating to a particular situation of the data subject. You also have the right to request the rectification of inaccurate personal data and, in certain cases specified by law, to request the restriction of the processing of personal data. Finally, you have the right to data portability if the requirements of Art. 20 GDPR are met, and a right to lodge a complaint with the competent supervisory authority.

## VII. Consent to the transfer of personal data to the DMSB and member organisations (optional)

I consent to the personal data provided being forwarded to the Deutscher Motor Sport Bund e.V. and its member organisations [name and address of member organisations] in order to [\[DMSB e.V.\]](#). The legal basis is Art. 6 para. 1 letter a GDPR. I can revoke my consent at any time for the future at [info@dmsb.de](mailto:info@dmsb.de), stating the event and the date of the event. Once consent has been withdrawn, you have the right to request the deletion of your personal data, unless further storage is necessary and there is a legal basis for this. In addition, there is the right of access, the right to rectification of inaccurate personal data, the right to restriction of processing and the right to data portability in the cases provided for by law and the right to lodge a complaint.

Owner:

Name and address

City, date

Signature of the vehicle owner

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