

Terms of Trade of Rehm race days GmbH

Registration

Registration can be carried out either by completing and signing our booking form and returning by post/fax, or by using our online booking facility. Bookings are only confirmed upon full payment and a returned confirmation from Rehm race days. Booking will cease as soon as the maximum permitted number for the circuit is reached.

Payment

The full payment has to be settled to our bank account in Italy. Cheques will be accepted in EUR. Cheques from outer Italy have to be issued with a markup of 20 EUR to compensate the presentation. The participation fee is for the rider, not for the bike.

Cancellation

The registration is mandatory. In the event of cancellation at the latest two month before the event starts, the pre-payment will be kept (100 EUR). Cancellations after the deadline won't be accepted, the complete participation fee will be kept. You can change your registration in case of absence to a fill-in rider free of charge, the fill-in rider have to be named by the absence party. All cancellations must be made in writing. In the event of a cancellation by the organiser due to events beyond their control (acts of nature, third party intervention, civil war etc) there will be no refund of entry fees.

Responsibility

Participation in a Rehm race days GmbH motor circuit based event is undertaken at the participants own risk. Rehm race days GmbH accepts no liability whatsoever for claims for damages, injury or death - regardless of legal basis - sustained through participating in the event.

This liability waiver does not apply to physical and mental injuries or fatality caused through avoidable negligence on the part of Rehm race days GmbH including the legal director of the company and their employees.

Additionally this liability waiver does not apply to other damages caused through avoidable negligence on the part of Rehm race days GmbH including the legal director of the company and their employees.

Additionally the liability waiver is not applicable in a case involving product liability laws. Every participant is personally and solely liable for any damages caused by themselves to other participants or third parties.

The participant is solely responsible for damage to person and property caused by his machine, or for damage caused to his machine whether caused by the participant themselves or by a third party. Rehm race days GmbH is not required to provide a third party liability insurance.

Participants (including novices) are required to read and accept the general conditions of participation and to sign a liability waiver accepting these before being allowed to participate. Any participants of a minor age must have the written permission of a parent or legal guardian who must also sign the legal conditions acceptance form.

Any participant who contravenes the event regulations, endangers himself or other participants or allows an unregistered person to use his machine will be removed immediately from the event. There will be no refund of entry fees or substitution of event days. In the event that a participant allows an unregistered rider to use his machine he will also be required to pay a complete entrance fee for the unauthorised rider.

Motorcycle

Motorcycles will be randomly checked before being allowed onto the circuit. Any machines not meeting the required technical standard will be denied access. If it is not possible to repair the motorcycle to the required standard the motorcycle will be excluded from the entire event with no refunds. The motorcycle must be in a safe technical standard. Both front and rear brakes must be functional, fuel and oil lines must be secure and plugs should be secured against accidental opening. Coolant should be replaced with distilled water. Lights and mirrors must be removed or taped up. Every participant is personally responsible for their own machine.

The Rider:

Complete protective clothing is obligatory. Full face helmets, complete 1 or 2 piece race suits, boots with ankle protection, back protector and gloves are essential equipment. The rider must be in good health. Alcohol, drug or medication abuse will lead to immediate disqualification.

The rider is obliged to make himself familiar with the rules of the circuit (flag and hand signals, entry/exit of the pit-lane etc.) On the 1st and 2nd morning of the event there will be a compulsory riders briefing to explain the regulations. This will also be an opportunity to present questions, wishes or complaints.

All participants should arrange satisfactory insurance to cover; 3rd party damage, property damage, accident and invalidity, loss of employment and breakdown.

All participants must have adequate medical insurance. At foreign events all participants must have a valid overseas medical insurance. Participants confirm this by undersigning the liability waiver.

The organisers reserve the right to reclaim from the injured party any costs incurred by the organisers for medical treatment outside the circuit (ambulance etc.) Medical first aid at the circuit is included in the entry fee.

Failure to conform with any of the above regulations will lead to immediate disqualification from the event and removal from the circuit property without recourse to reimbursement. The decision of the organiser and/or circuit controller is final.

Novices

Novices are required to attend a briefing before entering the circuit. There are sessions exclusively for Novices. At all other times a yellow warning vest must be worn. This is available for a deposit of Euro 20 from the organisers.

Legal

The event regulations are translated into numerous languages. For legal purposes the German language version is binding. All actions are subject to German law, at the court of Ulm in Germany.

I have read the event regulations completely and accept them in their entirety:

Event: _____ Date: _____

Name: _____

Date of birth: _____

E-mail: _____

Telephone: _____

Signature: _____

MODULO N. **M-126**

REV. 0 del 15.3.17

DISCLAIMER:
track use (driver/rider)To
MUGELLO CIRCUIT S.p.A.
via Senni 15, Scarperia e San Piero (FI)

I, the undersigned:			
Born in:		On:	
Resident in:		ZIP code:	
Address:		No:	
Telephone:		Email:	
Driving licence no:		Issued by:	
Sports licence:		Category:	
For driving vehicle:		Licence plate no:	
Group/class:		Displacement:	

HEREBY ASK

to be granted, on [REDACTED], the use (at its own responsibility and risk) of the track of the International Mugello Circuit, on an exclusive/non-exclusive basis, it being agreed and understood that Mugello Circuit S.p.A. reserves the right to change, cancel or stop the use of the track even throughout practice. In connection with the above requests, I, the undersigned hereby represents as follows:

1. I shall use the track in accordance with the provisions of the Mugello International Circuit General Regulations, already duly accepted, and fully comply with any further instructions that may be given by the Management of the Circuit and the Organisers of the Event;
2. I am aware of, and have reviewed, the safety equipment and the first-aid services available and am satisfied that they are perfectly suitable;
3. I am, and in any event will be, at the time of accessing and/or using the track of the Mugello International Circuit, in such psycho-physical conditions for driving as are required to meet the Highway Code as well as the standards of the competent Sports Federations;
4. I am aware that going around on the track is dangerous and, therefore, henceforth accept any responsibility for the risks involved therein;
5. I am aware of, and accept, that the personal and/or the Management may at any time change, restrict and/or stop the use of the track and/or the facilities in their absolute discretion, and henceforth waive any and all claims (including for compensation) in that regard against Mugello Circuit S.p.A..
6. I, on my own behalf and on behalf of my successors and assignees (by whatever entitlement and for whatever reason), hereby represent that I shall fully hold harmless Mugello Circuit S.p.A. against any and all obligations to pay compensation, in whatever form and for whatever reason, as a damage, indemnity or refund, in case of accident, whatever its duration, effect and consequences that may be incurred by me, the undersigned, as a result of the practice, and whatever the reason for such accident and the person liable, including me, the undersigned, Mugello Circuit S.p.A., its organization and all its responsible persons and employees.

Furthermore, I, the undersigned, on my own behalf and on behalf of my successors and assignees (by whatever entitlement and for whatever reason), hereby represent that I shall fully hold harmless Mugello Circuit S.p.A. against any claim that may be raised for whatever reason by any third party as a result of my use of the track of the Mugello International Circuit. I, the undersigned, hereby hold harmless Mugello Circuit S.p.A., its personnel and the staff howsoever in charge of the Mugello International Circuit against any liability that may arise as a result of the use I intend to make of the Circuit.

I hold a suitable personal insurance cover against any accidents, a copy of which is enclosed hereto showing coverage cap, payment of the insurance premium as well as waiver of right to compensation under Article 1916 of the Italian Civil Code.

7. I, the undersigned, further undertake to:
 - comply, and cause any parties carried and any accompanying persons to comply, with the Circuit General Regulations and all the instructions given by the personnel and the Management of the Circuit, and henceforth allow the performance of any such inspection or control as the personnel and/or however the Management of the Mugello International Circuit may deem necessary and/or appropriate;
 - drive, and/or cause any persons carried to drive, in addition to the provision of (i) above, in an appropriate manner in consideration of the weather conditions, visibility and track conditions;
 - use, and cause any third parties carried, to wear protection clothing and a homologated helmet as prescribed by the applicable laws and/or regulations and the norms of the competent sports authorities.
8. In consideration of the foregoing, I, the undersigned, further represent as follows:
 - I have specifically reviewed, and unconditionally accept, the Circuit General Regulations and the rules and precautions to be observed by anyone using the track and the other facilities of the Circuit;
 - in light of the foregoing, the vehicle (that will be) used is perfectly suitable for the use I intend it for;
 - I undertake, insofar as I am concerned, not to allow any other person to drive the above vehicle, thus assuming any civil and criminal liability to third parties or assignees in this respect.

I, the undersigned, hereby expressly confirm all the foregoing for all purposes of the law.

Full Signature [REDACTED]

Pursuant to, and for the purposes of, Articles 1341 and 1342 of the Italian Civil Code, I, the undersigned, hereby declare that I have carefully reviewed Clauses 4, 5, 6, 7 and 8 of this form and approve them specifically in writing.

Date [REDACTED]

Full Signature Mr/Mrs [REDACTED]

For acceptance
Mugello Circuit S.p.A.