

STATEMENT OF PARTICIPATION (ANNEX 3)

I,

name: _____ born on: _____
 address: _____
 e-mail address: _____ phone number: _____
☐ driver driver's license number: _____
☐ co-driver (14 years and older)

represented by the **legal representative** (to be filled out only in case of minors):
☐ father ☐ mother ☐ custodian (please tick the corresponding box)
 name: _____ born on: _____
 address: _____

hereby expressly declare:

1. that I voluntarily and entirely on my own responsibility participate at events on the Red Bull Ring (race track and ancillary facilities) or other sites of Projekt Spielberg GmbH & Co KG, and that I was informed by the organizer about all the risks associated with the participation in the respective event. Therefore, I am aware that the event is inherently dangerous and that I possess the necessary knowledge that allows me to correctly assess the risks associated with the event, especially driving in groups, weather conditions, as well as ground, material, and track conditions. I will receive instructions about the vehicle provided to me by Projekt Spielberg GmbH & Co KG, which I will carefully follow, and I will not undertake any actions whatsoever during the event that are in compliance with these instructions;
2. that I am fully aware of the risks of the sport or the respective event and the possible hazards associated with it. The occurrence of such a risk may result in bodily injury, pain, traumas, or death etc.;
3. that I do not suffer from any mental and physical disabilities which may compromise my ability to drive and/or to participate and/or that I am not under the influence of alcohol, drugs or medication throughout the entire duration of the event; otherwise, the event organizer shall have the right to exclude the participant from the event without compensation;
4. that Projekt Spielberg GmbH & Co KG shall be liable for the roadworthy and safe operating condition of the vehicles provided by Projekt Spielberg GmbH & Co KG;

5. that I have read the site rules and General Terms and Conditions of Projekt Spielberg GmbH & Co KG and that I unconditionally accept these;
6. that I shall fully comply with the instructions of the staff of the event organizer and/or of Projekt Spielberg GmbH & Co KG, otherwise I will be excluded from the event without compensation;
7. that I and my legal successors shall be liable in particular for any damage directly or indirectly caused by me to the facility (race track including all ancillary facilities and boxes, etc.), personal injuries, damage to rental items, and damage to third-party objects, including but not limited to, for example, third-party vehicles, and that I expressly and irrevocably waive any liability of Projekt Spielberg GmbH & Co KG and all other organisations and individuals associated with it, KTM AG and their national sales subsidiaries in connection with existing or future claims whatsoever ;

Insurance cover is in place for damage to vehicles of Projekt Spielberg GmbH & Co KG caused by accidents occurring on the race track and the designated off-road area of Projekt Spielberg GmbH & Co KG during proper use of the vehicles, provided that the respective instructions of the guides and instructors, as well as the instructions contained in the respective site rules, the statement of participation, and the General Terms and Conditions were complied with. A deductible of up to 2,000 euros (for Formula Renault 3.5 vehicle up to 10,000 euros, for KTM Moto2, Porsche GT2 & GT4 up to 5,000 euros) shall be borne by the participant. A deductible of up to 250,- euros shall be borne by the participant for damages of infrastructure on the race track (f.e.: crash barrier, restraint system).

8. that I and my legal successors will completely hold harmless and indemnify Projekt Spielberg GmbH & Co KG and all its related organisations and individuals who are involved in damage events caused by me, and that I will unreservedly reimburse all costs to the statutory maximum amount which were directly or indirectly caused by me as a result of damage to property, personal injury, or death.

I expressly acknowledge,

9. that the Projekt Spielberg GmbH & Co KG rules out any liability towards me or my legal successors for damage to property or financial losses caused by negligence on the part of Projekt Spielberg GmbH & Co KG and/or service providers, in particular KTM AG and their national sales subsidiaries, as well as all indirect damage and lost profit caused by these;
10. that I am not entitled to any claims whatsoever against Projekt Spielberg GmbH & Co KG and/or the event organizer in case I am excluded from the event for safety reasons or through my own fault, or if the event is cancelled altogether, interrupted, or delayed; moreover,
11. that recordings of myself made by the security surveillance cameras are electronically stored and processed and, if need be, are used for the investigation into punishable conduct, accidents, damages, and/or other similar incidents.

I have acknowledged the present statement and the General Terms and Conditions, I have understood these both with regard to language and content, and I fully agree with these. As the driver of a vehicle, I must be in possession of a valid driving licence and/or a valid racing licence.

NOTE: As a rule, accident insurance does not provide any insurance cover for participation in motorsport events. Therefore, Projekt Spielberg GmbH & Co KG recommends that you take out a motorsport personal accident insurance.

☒ I consent to my personal data (namely title, name, address, telephone number, email address and information about the purchased driving experience) being saved by **Projekt Spielberg GmbH & Co KG**, and for the purpose of sending advertising information about products and services of Projekt Spielberg GmbH & Co KG, for market research and quality assurance purposes (e.g. for product and support surveys) processed by post and / or email and may be sent to printers and shipping service providers for the purpose of sending advertising material by post.

My consent to the collection, storage, processing and use of my data is voluntary and I can give my consent at any time without giving reasons by sending a letter to Projekt Spielberg GmbH & Co KG, Red Bull Ring Straße 1, 8724 Spielberg, by email to office@redbullring.com revoked. My data is stored indefinitely until I withdraw it.

Furthermore, I have the right to information about the personal data concerning me, as well as to correction or deletion and restriction of processing and a right to object to processing and data transfer and a right to lodge a complaint with the Austrian data protection authority.

☒ I agree that my data (first name, last name, e-mail address, postal address, telephone number, information about products I have purchased, date of birth, etc.) may be processed by **KTM Sportmotorcycle GmbH** by mail, telephone and email for the purpose of sending information about KTM products and KTM services, insurance and warranty services and satisfaction surveys on the products you have purchased and on motorsport and travel related events hosted by KTM or third parties. For this purpose, my data may also be transmitted to KTM group companies and selected external partners (www.ktm.com/gdpr). For the implementation of promotional activities, no personal data will be disclosed, marketed or sold to third parties. I can revoke this consent at any time and without reason in writing to KTM Sportmotorcycle GmbH, Privacy Department, Stallhofnerstraße 3, 5230 Mattighofen, Austria) or by sending an e-mail to privacy@ktm.com. The revocation of consent does not affect the lawfulness of the processing up to the time of revocation.

☒ I consent to my personal data (namely title, name, address, telephone number, email address and information about the purchased driving experience) being saved by **Denzel Autoimport GmbH**, and for the purpose of sending advertising information about products and services of Denzel Autoimport GmbH and the vehicle manufacturer Mitsubishi Motors, for market research and quality assurance purposes (e.g. for product and support surveys) processed by post and / or email and in this context also to the regionally responsible Mitsubishi contract partner (based on mine specified address) for the same purposes mentioned above and may be sent to printers and shipping service providers for the purpose of sending advertising material by post.

My consent to the collection, storage, processing and use of my data is voluntary and I can give my consent at any time without giving reasons by sending a letter to Denzel Autoimport GmbH, Richard Strauss Straße 14, 1230 Vienna, by email to datenschutz@mitsubishi-motors.at revoked. My data is stored indefinitely until I withdraw it.

Furthermore, I have the right to information about the personal data concerning me, as well as to correction or deletion and restriction of processing and a right to object to processing and data transfer and a right to lodge a complaint with the Austrian data protection authority.

In case I should use a KTM Freeride E motorcycle, I declare that

1. I am in a good physical condition and that I am not under any physical or mental influence that may compromise my usual ability to drive;
2. I confirm that I was properly instructed in the safety, use, and handling of the vehicle before operating the KTM motorcycle, that I received and understood the instructions on high-voltage safety, and that I assured myself of the perfect mechanical condition and roadworthiness of the vehicle.

I HEREBY DECLARE THAT I HAVE READ THIS DOCUMENT AND ALL OTHER DOCUMENTS REFERRED TO HEREIN AND THAT I HAVE UNDERSTOOD THE LEGAL CONSEQUENCES, IN PARTICULAR THE RULES PERTAINING TO THE DEDUCTIBLE.

Spielberg, on ____/____/____

Signature of participant/legal representative

is agreed to with signature on the FSA liability