European Speed Club · Arrow-s Travel AG · Altgasse 43 · CH - 6340 Baar
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TERMS OF PARTICIPATION & USE / LIABILITY_ ICE

The purpose of participating in an ESC event is to improve the participant's personal driving skills, not to achieve top speeds or set lap times.

1. The organizer has taken out organizer's liability insurance for the event. This insurance includes the participant liability insurance required by law pursuant to §5d PflVG. Claims under this policy are settled on a subordinate basis if the participant has taken out their own participant liability insurance.

2. Each participant (driver, accompanying person, helper) takes part in the events at their own risk and bears general civil and criminal liability for all damages they cause.To the extent permitted by law, the participant hereby expressly waives all claims for compensation, damages, or other claims of any kind for damages arising in connection with the events, against the organizer, the instructors, the test center operator, all other persons associated with the organization of the event, the other participants (drivers, passengers), their assistants, the owners and/or keepers of the other vehicles, as well as the agents of all the aforementioned persons and entities. This waiver of liability applies to claims based on any legal grounds,in particular to claims for damages arising from contractual and non-contractual liability as well as from tort. Any other implied exclusions of liability remain unaffected by this waiver of liability clause.

3. The participant certifies that he or she holds a valid driver's license for the relevant vehicle class and agrees to present it to us upon request.

4. We reserve the right to exclude any participant who, despite a warning, fails to follow the instructors' instructions from further participation in the course.

5. During training drives, seat belts must be worn and track rules must be followed. We reserve the right to exclude any participant who disregards these rules from further participation in the driving portion of the event.

6. During the course, it is absolutely essential to follow our instructors' instructions in the interest of safety. In the event of violations of these instructions—particularly in cases where people or property are endangered—the participant may be excluded from the driving portion of the event. It is once again expressly noted that the course is not intended for achieving maximum speeds or the best lap time. The minimum distance from the vehicle ahead must be maintained so that emergency braking can be performed safely at any time. Overtaking maneuvers may only be performed at the instruction of the team of instructors. The telemetry devices provided are used to determine the optimal driving line as well as braking and lateral acceleration data. Due to the preset configuration, these devices do not measure or record lap times or distance times; therefore, participants are prohibited from changing the device settings.

7. Alcohol is strictly prohibited throughout the entire course! We reserve the right to exclude any participant who is reasonably suspected of having impaired driving ability or being unfit to drive (e.g., signs of fever, alcohol, drug, or medication use) from the driving portion of the event.

8. We reserve the right to postpone, suspend, or cancel the agreed-upon course for good cause in order to ensure the safety of the participants.

.9. In the event of a participant's failure to attend or exclusion from the booked course for reasons attributable to the participant, in particular as set forth in paragraphs 2–7 above, there is no entitlement to a refund of the course fee, and we reserve the right to retain the course fee.

10. Details regarding the insurance terms and conditions can be viewed and/or requested from us at any time. The tour operator, Arrow-s Travel AG, has taken out tour operator liability insurance for the tours it offers, the scope of which covers claims arising within the framework of the tour operator's statutory liability during the booked tour.

11. The organizer and its agents are liable for damages incurred by a participant only to the extent that the damage was caused by them through willful misconduct or gross negligence. This limitation of liability does not apply to damages resulting from injury to the body, health, or life of a participant, provided that the participant has followed the instructors' instructions. Accompanying persons participate in the event at their own risk. Accompanying persons are not permitted to participate in the exercises. The minimum age for accompanying persons is 16 years. The organizer is not liable for damages caused by participants to one another. Participants are liable for any damage they cause to the test track (including guardrails, concrete walls, and damage to the ground, as well as contamination of the test track or any of its components). If ESC / Arrow-s Travel AG advances the costs incurred, the participant agrees to reimburse these costs upon presentation of proof of expenses.

12. Participants and accompanying persons at the event agree that we may take photographs, make audio recordings, and film the event. We are entitled to use this material free of charge, in particular for promotional purposes.

13. If we provide a participant with a vehicle for use and participation in the course, the following conditions apply: Any other use of the vehicle, of any kind, is prohibited. The vehicle may only be driven on public roads as instructed and directly to the nearest gas station or repair shop. The participant is obligated to treat the vehicle with care and respect. The participant is liable for any damage caused to the vehicle by the participant. The participant expressly accepts that the damage may be documented through photographs and/or the instructor's statement as evidence that the participant caused the damage. Excluded from this are damages resulting from normal wear and tear. The vehicle provided is covered by comprehensive insurance with a deductible of 15,000.00 euros (or 3,000 euros if the optional deductible reduction is booked in advance) or, for the Spyder RS and GT3 RS models, 25,000.00 euros each. The participant is responsible for paying the deductible in the event of damage. If the vehicle is involved in an accident, we are not obligated to provide a replacement vehicle. If the vehicle provided breaks down due to a technical defect not caused by the participant, we will make every effort to provide a replacement vehicle.

I am aware of the terms and conditions as well as the conditions of participation and use of the Arrow-s Travel AG - European Speed Club (ESC) - and accept them as an integral part of the contract with my booking / signature.
These waiver has been drawn up in the original German language and are also available in an English translation. The German version shall be exclusively applicable for any interpretations and definitions. In case of conflicts between the German and the English text the German text shall prevail

first name / last name

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street

ZIP code / city

Date Participant's Signature