

# Englisch / English Form

**This is a automatic translated text, for judicial procedures only the german version is valid!  
German version also for free at the registration desk.**



Motorsportclub Stardesign Racing, ZVR-Zahl: 393852908;  
Wiesenmühlstr. 130; 2032 Enzersdorf im Thale; Obmann: Karl HOUDEK



## REGISTRATION FORM, TERMS AND CONDITIONS and WAIVER LIABILITY

NAME: \_\_\_\_\_ PLZ/PostCode: \_\_\_\_\_ Ort/Town: \_\_\_\_\_

Straße (Street): \_\_\_\_\_ Staat/Country: \_\_\_\_\_ Birth Day: \_\_\_\_\_

E-Mail: \_\_\_\_\_ @ \_\_\_\_\_ (Please send me your information mails)

Attention: Participation in this MOTORSPORT event is only at your own risk, from 14 years but also without a driver's license possible! See below!

**Short discription (for your convenience only, but does not replace the detailed version below): As a participant, you are liable for all damages caused by yourself, your escorts, and your tools. Even if these are done at the racetrack and / or their facility. You release the organizers, the racetrack operator and all persons attributable to them from all liabilities except for personal injury and except for damages that are based on an intentional or grossly negligent breach of duty. Your name and lap times are permanently publicly visible on the Internet. This waiver of liability applies to written revocation to the address of the association min. 4 days in advance of an event. Your acceptance is a condition of participation**

Detailed Version: The validity of these conditions of participation and liability waiver is limited to the participation in events of Motorsportclub Stardesign Racing ZVR: 393852908 and the Star-Design Houdek KG (both also called organizers) and their attributable persons and their legal successors, from below specified date or events and events related thereto. The liability waiver and participation conditions published here as well as the rules of conduct on race tracks are published in the organizer's Safety Folder, free of charge upon registration and on the homepage [www.stardesignracing.com](http://www.stardesignracing.com). Austrian law applies. By paying the pro rata ring rental, you will become an extraordinary member of our sports club for the duration of the booked event and are therefore entitled to participate in the booked event under acceptance of our participation conditions. You do not incur any obligations or liabilities but also no further rights from temporary membership beyond those mentioned here. The membership ends automatically with the end of the event. Participation in the event, the use of the racetrack, the entire area and its facilities is at your own risk. Participants shall bear the general civil and criminal liability for any damage caused by them or the vehicle used by them, unless hereby agreed not to waive liability. Applicants and drivers declare by giving this entry the waiver of claims of any kind for damages incurred in connection with the events, against - Motorsportclub Stardesign Racing, Star Design Houdek KG - the organizer, the sports center, the race track owners, - authorities, Racing services and all other persons associated with the organization of the event, - the road user, insofar as damage is caused by the nature of the roads and accessories to be used at the event, and the vicarious agents of all the aforementioned persons and bodies, except for damages arising from injury to life, limb or health, which are based on an intentional or negligent breach of duty - including a legal representative or a vicarious agent of the released group of persons - and except for damage caused by intent or gross negligence breach of duty - even of a legal representative or a vicarious agent of the released group of persons; against - the other competitors (applicants, drivers, passengers), their assistants, the owners, holders of other vehicles, - their own competitors, their own drivers, passengers (other special agreements between applicants, driver / passengers, passengers / n go out!) and their own helpers waive claims of any kind for damages incurred in connection with the event, except for damages resulting from injury to life, limb or health caused by intentional or negligent breach of duty - including one legal representative or a vicarious agent of the released group of persons - based, and except for damages that are based on an intentional or grossly negligent breach of duty - even a legal representative or a vicarious agent of the released group of persons.

The disclaimer becomes effective upon submission of the entry to all participants. It applies to claims for any legal reason, in particular both for claims for damages arising from contractual and non-contractual liability and also for claims arising from tort. Tacit disclaimer remains unaffected by the above disclaimer. My (Our) signature is valid for all dates of the organizer until written, registered cancellation in advance of an event to the address of the organizer or its legal successor. The driver's meeting is mandatory for everyone. Newcomers to the circuit must register with the organizer before entering the racetrack and take part in the free enrollment. Participation is allowed from 14 years and without a driver's license but only with sufficient driving experience. The signature and the presence of the parent or guardian is obligatory. For children there is a duty of supervision of the guardians. Dogs should be kept on a leash. It is subject to muzzle.

Registration takes place by submitting the duly completed registration form and / or online registration via the Internet and / or paying the valid pro rata daily rent of the renter to the organizer. In the case of a cancellation of a ring operator or the ring operator can not provide the racetrack, the organizer reserves the right to cancel or postpone the event. The money already paid for the appointment will be credited in the same ratio for another event by Stardesign Racing or refunded on request, as the organizer is remunerated by the ring operator. Any further claims will not be recognized or compensated. For damage to the racetrack, its environment, the advertising facilities, boxes and paddocks and other facilities liable the polluter regardless of the fault question. The causer has to recover the damage without restriction. However, he is free to make recourse claims against the guilty party. The instructions of the organizer, as well as the staff of the racetrack operator in the paddock and on the racetrack must be followed. The participant is liable for all accompanying persons and commits them to the special dangers of the event and the entire environment in particular in the pit road and the paddock. The racetrack may only be used with suitable and complete protective clothing (crash helmet, motorcycle boots, motorcycle suit, gloves, ...). A back protector is recommended. Driving on the racetrack is only possible with a vehicle that is in perfect technical condition and without drugs. Alcohol influence allowed. The technically perfect equipment of a vehicle includes u. a. the following points: 2 mutually independent working brake systems (front and rear brake), flawless tires, oil drain plug and oil filter must be tightened and secured with wire, the exhaust system must comply with the noise and noise regulations of the racetrack, all Sharp edged parts and glasses and Mirrors must be removed or taped. The general technical condition must ensure functionality and operational safety. The organizer reserves the right to exclude non-technically sound vehicles from the event for safety reasons without refunding any financial reimbursements. The participant hereby expressly declares to know the general valid FIM flag signs and the corresponding rules of conduct. A list of this is available free of charge from the organizer. Cancellation conditions can be found on our website. Participants who are not in possession of a valid driving license of the corresponding class (motorcycle) declare expressly to have sufficient experience in the use of motorcycles, and to have attended appropriate courses and training. Participants under the age of 18 must sign a parent or guardian's name on the registration form, which also fully recognizes these conditions and assumes full responsibility and liability for the participant. The participant insures to be in possession of a valid health or foreign health insurance.

subject to change!

**The undersigned assumes all liabilities of the participant  
(if participants under 18 years old)**

Name in letter: \_\_\_\_\_

\_\_\_\_\_  
Sign of legal guardian

\_\_\_\_\_  
Sign of the rider

Date: \_\_\_\_\_ - \_\_\_\_ -20\_\_\_\_



**Complement to the overleaf disclaimer and conditions of participation:**

With my signature, I declare that I have read and understood the terms and conditions for participation and the conditions for the racing operation and the disclaimer with my signature, as well as my full agreement with all points mentioned. A copy of this text was provided to me free of charge. Further rules of conduct and hazard warnings are available free of charge from the organizer. In case of accidents on the racetrack, the participant waives damages and claims for damages against other participants, provided that no gross negligence or intention can be proven. The participant is pointed out that on the racetrack due to the increased speed (race pace) there is also an increased risk potential and one can also fall through mistakes and accidents of other drivers through no fault of fall and damage. The code of honor applies: Everyone pays their own damages independently of the question of culpability, with the exception of gross negligence and wantonness. The organizer assumes no liability for the legal validity of this provision!

At all our events there is a transponder requirement for safety reasons! This can be borrowed on timekeeping. Based on the determined lap times, the classification of the groups takes place.

**Pillion rides / taxi rides:**

Driving with a passenger or passenger is only possible if expressly stated in the timetable and previously registered on the day of the event by the organizer. Such rides must not take place under race conditions. That it is not allowed to drive a race pace. Risky maneuvers are to be avoided. The vehicle must be technically suitable for such trips (footpegs, pillion seat, ...). Even the passenger / pillion driver must sign such a form and will be treated legally as a driver. The ride is at your own request, risk and responsibility and is only with full acceptance of the conditions of participation and disclaimer of liability of the organizer allowed. The driver has to make sure before driving that the passenger / pillion driver mentally and physically is able to drive on the vehicle without endangering himself, the driver and other persons beyond the known risk.

**Rental conditions for transponders**

By accepting the transponder, the renter declares that he has received a flawlessly functioning transponder (LED flashes green) together with the associated bracket. The renter is fully liable for the borrowed by him transponder and is obliged to this in case of gross damage or loss, regardless of the cause or the fault situation, no later than 1 hour before the end of the event by the new purchase price of Euro 400, - including VAT. to replace the landlord. As a deposit are possibly Euro 400, - or a valid, official photo ID (driver's license or passport) to be deposited with the lender. The deposit will be refunded upon proper return of the transponder,

The transponder must be returned to the landlord no later than 1 hour after the end of the event.

The renter must pay attention to the state of charge of the transponder (LED DISPLAY). Especially for multi-day events, it may be necessary to temporarily deliver the transponder to the lender for charging (if the LED lights up red or stops flashing). The landlord assumes no liability for state of charge dependent function of the transponder. Charging is free.

**Mounting position:** Transponders are fixed, by means of the supplied bracket on the motorcycle about 50 to 60 cm but max. 120 cm above the ground so that there is nothing between the transponder and the roadway and the black part of the transponder points downwards. Higher or different mounting may cause time-saving errors. The renter is responsible for the correct installation. Help and tips from the landlord.

**Attention:** By mounting a transponder some accident and comprehensive insurance in case of damage may be performance-free. Please inquire beforehand with your insurance. The motor sport insurance offered by Stardesign is also valid for transponder rides and races!

The landlord disclaims any liability that could be derived by the transponder or this rental agreement.

Should individual provisions of the terms of this form be or become ineffective, this shall not affect the legal validity of the remaining items. The ineffective provisions must be reinterpreted in such a way that the purpose can be effectively fulfilled.

Jurisdiction is for both sides 1210 Vienna, Austria.

**Gender explanation.** For better readability, in this form personal names that refer to both women and men are generally cited only in the male form common in German, e.g. "Participants" instead of "Participants" or "Participants".

**Data protection:** The data collected on this sheet or in our online registration are required and used exclusively for internal purposes of the organizer. The address and birth data serve for clear identification. This data is knowingly not made available to third parties except possibly insurances that were booked with the event by the participant.

**The lap times will be publicly visible on the internet with your name and start number in the star design Live Timing, and will be displayed on the time attendants on the racetrack. With your signature you expressly allow this. If you do NOT want to do this, you can give us a nickname (pseudonym) instead of your name directly on the time of the event. If you refuse both, participation in our event is not possible. Most of the lap times and results are permanently stored with the supplier of the live timing "Race Monitor" in the UK and are publicly available on its website. The organizer currently has no possibility to change this data afterwards. Therefore, a subsequent change or deletion of your data (name, placement including start number and lap times) is not or only very difficult or after a long time possible.**

**I agree to receive information material from the organizer by e-mail.**

**I agree to receive information material from the organizer by post.**

subject to change!

**The undersigned assumes all liabilities of the participant  
(if participants under 18 years old)**

Name in letter: \_\_\_\_\_

\_\_\_\_\_  
**Sign of legal guardian**

\_\_\_\_\_  
**Sign of the rider**

Date: \_\_\_\_\_ - \_\_\_\_ -20\_\_\_\_