

Entry form 2020 for guest starter

Please fill in clearly
in capital letters!

First name:

Surname:

Street, house number:

Postcode, town:

Email-Adresse:

Mobile phone number:

+

Ländervorwahl

Date of birth:

Desired starting no:

Maximum 2 digits!

Clothing size:

XS S M L XL XXL 3XL

Please mark
with a cross!

Helmet size:

XXS 51 to 52 cm XS 53 to 54 cm S 55 to 56 cm M 57 to 58 cm L 59 to 60 cm XL 61 to 62 cm XXL 63 to 64 cm

I am ordering
the following
guest package:

Package „Bronze“
€ 600,- net / 714,- gross

Package „Silber“
€ 1.690,- net / 2.011,10 gross

Package „Gold“
€ 1.990,- net / 2.368,10 gross

Red Bull Ring/Austria 22 - 24 May

Assen/Niederlande 14 - 16 August

Most/Tschechien 03 - 05 July

Lausitzring 11 - 13 Sep.

Schleiz 24 - 26 July

Hockenheim 25 - 27 Sep.

With the submission of this entry form and the payment the entry for the BMW Motorrad BoxerCup 2020 becomes effective. In principle, the order in which the entries are received and the order in which the down payments are made will be decisive.

Bank details for the payment:

Bank: Volksbank Niedergrafschaft
Account holder: Wilbers Products GmbH
IBAN: DE59 2806 9926 2490 4600 03
BIC: GENODEF1HOO



General contract declarations

of applicant, driver and co-driver (applicant, driver and co-driver = participant)

The participants are jointly liable for all obligations arising from the entry contract.

The participants assure that

- the information given in this entry is correct and complete,
- they fully meet the requirements of the event (= untimed and timed training, qualification training, practice and test runs, races, special stages, special stages for the achievement of maximum speeds or shortest driving times)
- the vehicle complies in all respects with the relevant technical provisions,
- all parts of the vehicle can be inspected at any time by the technical commissioners,
- the Commission can carry out technical follow-up examinations ordered by the sports commissioners.
- the vehicle is made available to technical commissioners without reimbursement of costs, and
- they will use the vehicle only in a technically and visually perfect condition at the event in question will be.

With their signature, they further declare that they are bound by the International Sporting Laws of the FIM (Fédération Internationale de Motocyclisme) and FIM-Europe, the Anti-Doping Regulations of the FIM, the Anti-Doping Regulations of the International Anti-Doping Organization and the National Anti-Doping Agency (WADA/NADA-Code), the German Motorcycle Sports Act (DMSG), the relevant DMSB regulations, the general championship regulations and the special series regulations, the legal and procedural regulations of the DMSB (RuVO), the FIM and FIM-Europe, the DMSB Environmental Guidelines and the other DMSB provisions and acknowledge that they are binding on them and will obey them.

In particular, you acknowledge as binding that

- facts about the person or the behaviour of a team member (applicant, driver, passenger, mechanic helpers, etc.) could affect the contractual relationship with the organiser and the participant must allow a justified claim for damages for and against themselves,
- the DMSB, the sports commissioners and the organisers (each within the scope of their jurisdiction) are entitled, in addition to other measures, to impose penalties for violations of the sporting rules, sporting regulations and contractual obligations - as provided in the international sporting laws of FIM/FIM-Europe, the DMSG, the RuVO, the regulations and other provisions. This does not effect the right to take the legal route regulated in the international sports laws of FIM/FIM-Europe, the DMSG, the RuVO and the regulations,
- they are not allowed to use substances or methods as listed in the Prohibited List of the World Anti-Doping Code WADA and the anti-doping rules of FIM/FIM-Europe.

Protest and power of appeal

The participants (also several drivers named for one vehicle) authorise each other by submitting the entry, to represent the other in protest and appeal proceedings. In particular, they shall authorise each other to the delivery of protests, their withdrawal, announcement, filing and confirmation and their waiver of the right to appeal and to file all applications possible within the framework of the protest and appeal procedures; and the submission or receipt of declarations.

Declarations of the participants on the exclusion of liability

Participants take part in the event at their own risk. They are solely responsible under civil and criminal law for any damage caused by them.

You agree to waive any claims whatsoever for damages arising in connection with the event against

- the own participants (other agreements between the participants take precedence!) and helpers,
- the respective other participants, the owners and keepers of all vehicles participating in the event (if the event takes place on a permanent or temporarily closed track) and their assistants,
- the FIM, the FIM-Europe, the DMSB, the member organisations of the DMSB, the DMSW GmbH, their presidents, executive bodies, managing directors and general secretaries,



- the ADAC e.V., the ADAC Regionalclubs, the ADAC Ortsclubs and the ADAC e.V. affiliated clubs. Companies, their presidents, organs, managing directors, secretaries-general,
- the BMW Motorcycle BoxerCup Promoter Wilbers Products GmbH
- the organizer, the sports control rooms, the race track owners, the legal entities of the authorities, race services and all other persons associated with the organisation of the event,
- the road construction entities
- the vicarious agents, the legal representatives, the full-time and honorary employees of all persons and bodies mentioned above as well as their members.

The waiver of liability does not apply to damages resulting from injury to life, body or health, to other damages resulting from an intentional or grossly negligent breach of duty or to damages resulting from the breach of an essential contractual obligation by the group of persons released from liability. In the case of damages which are based on a slightly negligent breach of essential contractual obligations, the liability for financial loss and damage to property is limited to the amount of the typical, foreseeable damage.

The waiver of liability applies to claims on any legal grounds, in particular to claims for damages arising from contractual and non-contractual liability and to claims arising from tort. Tacit disclaimers remain unaffected by the above disclaimer.

By submitting the entry form, the participants acknowledge that insurance cover within the scope of normal motor transport insurance (motor vehicle liability, comprehensive insurance) for damage caused within the framework of an event which is based on the achieving maximum speeds is directed, is not granted. You also agree to inform the keeper and the owner of the vehicle of this.

In the event of an injury occurring during the course of the event or in the event of health problems, the participant must inform the owner of the vehicle.

The obligation of medical secrecy held by the undersigned's doctors will no longer be valid in the case of an illness or injury which may call into question the fitness of the rider for participating in the long run or temporarily, - in view of the fact that this does not only affect him/her but also security risk for third parties. The obligation of medical secrecy is then no longer valid in regard to the race Driving instructor, sports commissioner, referee, chief race physician, coordination motorcycle sport and the Insurance Claims Office.

Data protection

The participant agrees that the company Wilbers and/or persons commissioned by it may record the participant's data, and for the course of the season for the purpose of contacting and communication. Save. This data will NOT be passed on to other companies, partners, etc.

Data protection notices for the production and use of photographic and/or Video recordings on events of the Wilbers Products GmbH

1. The name and contact details of the person(s) responsible

The person responsible for data processing is:

Wilbers Products Ltd.

Friesland Road 6-10

48527 Nordhorn

Phone: +49-(0) 59 21-72 71 7-0

Fax: +49-(0) 59 21-72 71 7-77

2. The purpose of the processing:

The media serves exclusively for the purpose of the public relations work of Wilbers Products GmbH.

3. Legal basis of the processing::

The development of media (collection, storage and transfer to third parties) (see under 5.) takes place with the express consent of the person(s) concerned according to Art. 6 para. 1 lit. a DSGVO.

The publication of selected image files in (print) publications of the organizer and on their Homepage / Facebook-Fan-page or similar is for the public relations work of the organiser is required and thus serves the protection of the legitimate interests of the parties involved in accordance with Art. 6 para. 1 lit. f DSGVO.

4. Categories of recipients of personal data:

The media is used for advertising reasons and for the purpose of editorial presentations to third parties (print media, internet, social media). The media serve exclusively the public relations work of Wilbers Products GmbH.

5. Duration of the storage of the personal data:

For purposes of public relations the media will be placed on the homepage of Wilbers Products GmbH as well as used in all social networks.

6. Rights of the persons concerned:

The consent to process the media can be revoked at any time for the future. The legality of the data processing carried out on the basis of the consent until the revocation is not affected by this.

7. Riights of the persons concerned:

Under the Data Protection Act...You have the following rights:

- a) If your personal data is processed, you have the right to obtain information about the data stored about you (Art. 15 DSGVO).
- b) Should incorrect personal data be processed, you have the right to rectification (Art. 16 DSGVO).
- c) If the legal requirements are met, you can request the deletion or restriction of the processing and to lodge an objection to the processing (Art. 17, 18, 21 DSGVO).
- d) If you have consented to the data processing or a contract for data processing exists and the data processing is carried out with the aid of automated procedures, you are entitled where appropriate, a right to data transferability (Art. 20 DPA).
- e) Should you make use of these rights, the person responsible will check whether the legal prerequisites for this exist. There is also a right of appeal with the competent supervisory authority.

Declaration of consent for all media

I agree that, in the context of the event of Wilbers Products GmbH, all media taken of me and may be used for publication (e.g. homepage, print, social media...) free of charge and may also be saved for this purpose. The media serves exclusively the public relations of Wilbers Products GmbH.

I am aware of the fact that this media can be accessed on the internet by any person. In spite of all technical precautions it cannot be excluded that such persons may continue to use the media or pass them on to other persons.

This declaration of consent is voluntary and can be revoked at any time for the future by Wilbers Products GmbH.

If the recordings are available on the internet, they will be removed as far as possible for Wilbers Products GmbH.

Signature **PARTICIPANT**

Place

Date



Rental agreement

for a BMW BoxerCup motorcycle / single participation season 2020

Owner:	<i>Wilbers Products GmbH, Nordhorn</i>	
Renter:		
Object:	<i>BMW R nineT Racer in BoxerCup specification, mint condition</i>	
Running time:	<i>BoxerCup Event</i>	<i>2020, Fr. to Sun.</i>

Rental agreement:

- The rental object is delivered as a new vehicle from the owner to the renter in a perfect technical and visual condition.
- Technical defects in the rental object must be reported to the owner immediately after their occurrence. The owner shall decide in this respect which repair measures are to be taken to remedy the technical defects.
- The rental object is rented to the renter exclusively for racing use in the 2020 season. The rental object and the installed accessories are in visually and technically perfect condition at the end of the contract. Normal traces of use caused by the contractual use shall be accepted on return. All other damages and traces of use to the rental object will be professionally repaired and charged to the renter.
- The renter is liable for all damages to the rental object during the term of the contract. This also applies to such damage that was hidden and can only be determined after return and inspection of the rental object, if these were caused by the renter.
- All damages and traces of use present at the return of the rented object that exceed the usual traces of use will, after giving prior notice and at the expense of the renter, be repaired. If the renter does not agree with the statements of the owner, he can request that a third party expert checks and confirms the scope of the necessary work, within 2 weeks from receipt of the written advance notice. The costs arising from this shall be borne by the renter, unless the expert determines that the work announced by the owner is not are required.
- The use of the rental object in other racing series is not permitted.
- Should any provision of this contract be invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid provision that comes as close as possible to this provision.

Signature **PARTICIPANT**

Place

Date

Waiver of liability

Event:

Route:

Start number: #

Date:

 . . 2020

First name + surname:

Other:

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- the ADAC e.V., the ADAC Regionalclubs, the ADAC Ortsclubs and the ADAC e.V. affiliated clubs. Companies, their presidents, organs, managing directors, secretaries-general,
- the BMW Motorcycle BoxerCup Promoter Wilbers Products GmbH
- the organizer, the sports control rooms, the race track owners, the legal entities of the authorities, race services and all other persons associated with the organisation of the event,
- the road construction entities
- the vicarious agents, the legal representatives, the full-time and honorary employees of all persons and bodies mentioned above as well as their members.

The waiver of liability does not apply to damages resulting from injury to life, body or health, to other damages resulting from an intentional or grossly negligent breach of duty or to damages resulting from the breach of an essential contractual obligation by the group of persons released from liability. In the case of damages which are based on a slightly negligent breach of essential contractual obligations, the liability for financial loss and damage to property is limited to the amount of the typical, foreseeable damage.

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Signature **PARTICIPANTS**

Place

Date