

Terms and Conditions

General Terms of Service

- The following conditions apply to all events of the contractor RSRNürburg GmbH (RSR) Antoniusweg 1a, D-53520 Nürburg (Also referred to as RSRlberia, RSRSpa hereby referred to as RSR), in particular with trackdays where participants participate with their own vehicles as well as with the rental vehicles from RSR, within RSR events as well as Touristenfahrten sessions or taxi lap events and arranging trackday events or taxi laps rides on behalf of third parties. Trackdays are organised events on a Race circuit or a closed track, on which the participants are allowed to use their vehicles without speed limitation, while respecting the rules applicable to the course. Taxi laps are passenger rides in vehicles piloted by trained drivers. A road tour organised by RSR is a guided drive on public roads, whereby the StVO has to be observed by all participants.
- All events expressly do not serve the purpose of achieving maximum speeds or attempts to set lap times.
- Only persons who have a valid driving license for the vehicle class of the car used at the event may participate. Participants agree to always behave considerately towards other participants. Participants who take part in an event with their own car must be able to prove at least one statutory third party liability insurance and the car must comply with the local road traffic regulations (with exceptions for certain events). When participating in the event with a car not owned by the participant, a declaration of consent from the owner, regarding the use of the car at the event, must be able to be provided. Admission of the vehicle to the event is at the discretion of the organiser, its legal representatives and agents on an individual, case by case basis.
- It is required that safety belts of the vehicle are used during the event and a protective helmet must be worn at all times. Participants shall not risk themselves or others or the vehicles used, either intentionally or by gross negligence. Instructions of the organiser, their representatives and various assistants, as well as the route guidance must be followed unconditionally. Warning signs and flags must be observed and respected at all times, and the participants must behave accordingly. RSR or the respective responsible organiser reserves the right to exclude a participant from the event at any time. In such a case, no reimbursement will be made for the fees, expenses or expenses incurred for participation.
- Participation in a driver's briefing is obligatory for each participant.
- Passengers must be at least 16 years old and participate in the event at their own risk. During a "Trackday" a maximum of 2 people may be in the vehicle at any time.
- The participant is responsible for their own insurance for any risks associated with participation in the event and any liability is not accepted by RSR. RSR accepts no responsibility for any damages caused, including cases where an instructor is driving the vehicle, which is taken at the participant's own risk. In the case of privately owned vehicles, the vehicle owner or authorised participant is responsible for any and all damages. RSR accepts no responsibility for damages to the participant's private car, including cases where an RSR Instructor is driving the vehicle, which is taken at the vehicle owners' own risk.
- The participant recognises the rules of use of the race track during the particular event and will abide by them.
- All costs incurred by the participant, eg due to damage to the route (guard rails, tire walls, track maintenance fees due to leaving the course, etc.) or to the use of towing vehicles in connection with the participation in the event, must be borne by the participant. The costs will be paid directly and without delay to the operator of the race track. Should further costs related to the incident be received by RSR at a later date, the participant undertakes to reimburse these costs to RSR upon submission of proof. If a track day is booked by a third party organiser, and RSR only enrolls the participant in this event, the respective terms and conditions of the third party organiser apply, to which the participant receives as a separate notice prior to the commencement of the contract.
- The participant does not suffer from any cardiac or spinal problems or any other diseases or impairments that may affect participation on the event.
- All events take place regardless of the weather conditions. RSR reserves the right to change the event or to cancel the event in the event of force majeure or extraordinary circumstances, such as on the instructions or determinations from the circuit management and/or the operator of the race course, as well as an official order from the government or any other public entity. This does not result in a claim for damages or expenses against RSR. For all terms of this contract, force majeure is understood as any circumstances that may cause failure or delay in the performance of the party's obligations arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, diseases, epidemic, pandemics or outbreak of widespread illness, acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; being also understood that RSR couldn't have reasonably foreseen or provided against those circumstances, and shall use reasonable efforts to resume performance as soon as practicable.
- If the booked event has to be cancelled or if the participant cannot attend due to force majeure circumstances, the party who first has knowledge must communicate the other immediately. RSR will issue a voucher of the full value of the booking, valid for the next 24 months, which can be used by the participant in any event organized by RSR once the impeding circumstance ceases. The same happens in case of a closure of the track or change of the track schedule and opening times.
- If a closure happens during a commenced event RSR will transfer the remaining laps or unused kilometres to another event or issue a voucher valid for the next 24 months, which can be used in any event organized by RSR, once the impeding circumstance ceases.
- In the case of cancellation of the booked events or the booked vehicle as well as other services a reimbursement is made as follows:
 - Cancellations within 14 days prior to the agreed date will not be refunded.
 - Cancellations between 14 and 30 days prior to the agreed date will be refunded at 50% of the price (not including trackday and third party charges, eg: Trackday entry, transportation, accommodation).
 - Cancellations made 30 days or more prior to the agreed date will be refunded at 75% of the price (not including trackday and third party charges, eg: Trackday entry, transportation, accommodation).
- A signed copy of these general terms and conditions must be submitted to RSR upon registration for the event.
- If a dashcam is installed in the rented vehicle, participants and accompanying persons agree upon signing below that the journey will be recorded for their safety and security by RSR. The consent also includes photo, sound and film recordings, which are recorded during the event. RSR is entitled to use these recordings free of charge for advertising purposes. Technical failure of video recording equipment leading to a loss of video does not entitle the participant to any form of refund.
- The parties agree to submit any disputes arising out of or in connection with this contract to the jurisdiction of the Amtsgericht Koblenz, Germany, or, at the exclusive discretion of RSR, to any other court where the client has residence or property.

For the rental of a vehicle

- RSR offers its own and third-party vehicles for events (trackdays, public driving, car control clinic, road tours), which can be used during events.
- The vehicles are inspected by RSR and are handed over to the renter in a fully operational and traffic-safe condition. After expiry of the rental period, the vehicle must be returned immediately to RSR (see item 4.). RSR will check the vehicles following the return. If they are not returned fully fuelled (petrol with 98 octane), the organiser will charge €3.00 per litre of missing fuel to the renter (applies only to Basic packages). In the case of heavy contamination of the vehicle (in particular of the interior), the renter has to pay the cleaning costs quoted to the renter by RSR. RSR accepts no liability for objects left in the vehicle!
- In cases where the vehicle is not specifically hired for an entire day, the return has to be done as follows:
 - The vehicles must always be returned to RSR by 20:00 at the latest (subject to any other explicit agreement). In the case of a delayed return RSR will charge the renter a separate fee of 15% of the booked service.
- The vehicles are intended for use on the Nürburgring Nordschleife, Nürburgring Grand Prix Track, Driver safety centre, Spa-Francorchamps as well as on other racetracks and the public road. The vehicles are to be used appropriately and responsibly. Costs for petrol and road or toll charges are payable by the renter. The renter will comply with all legal provisions in connection with the rental and in particular the provisions of the Road Traffic Regulations. The renter is required to pay any fines, penalties or similar which are connected with their use of the vehicle.
- Rental of the hired vehicle to third parties is not permitted. Only the renter and/or specified persons designated in the contract are entitled to drive. RSR reserves the right to offer the renter an alternative vehicle at their own discretion (eg in case of appropriate weather conditions, driver's skills, vehicle availability etc.); The renter is to be informed immediately about a change of vehicle. A possible positive difference between the booked vehicle price and the price of the vehicle actually used will be reimbursed to the renter or exchanged for a voucher with a validity of 12 months at the choice of the renter. A change of vehicle by RSR entitles the renter to terminate the contract. Costs incurred by the renter up to this point in time will not be reimbursed by RSR.
- During the journey the renter has to check the vehicle displays, in particular the engine, oil and water temperature(s). As soon as the renter notices any malfunction during the use of the vehicle, this must be reported immediately to RSR. Any suspicion of a problem is also to be reported immediately to RSR, as continuation can significantly damage the vehicle. The renter undertakes to pay any resulting costs due to an over-rev of the motor, by improper gear changes (or similar) that requires the checking of the technical condition of the engine.
- The vehicle is to be used appropriately. RSR reserves the right to ban the renter or to prohibit the further use of the vehicle in cases of improper use (such as drifting, burn-outs, etc.) and in cases of repeated or grossly improper use. Reimbursement of costs for the use of the vehicle does not take place in such cases. The renter must pay any costs for damage and/or above-average wear and tear of the vehicle (especially the tires) resulting from improper use.
- On agreed kilometre packages, no reimbursement or credit for unused kilometres within the stipulated timeframe will take place. The only exceptions are cases of early closure of the racetrack / event due to third party fault or force majeure where there was no time possibility to use the entirety of the booked service. In this case the non-driven kilometres are credited in the form of a voucher or can be reimbursed at 50% of the monetary value.
- The renter is responsible to pay for any damages caused to the rented vehicle, to the track (e.g. guardrails/barriers), to other vehicles or persons affected and for eventual recovery costs even when an instructor is present in the passenger seat. This includes extreme cases where the instructor has to assist in the driver controls (e.g. adjustment of the steering wheel in an attempt to avoid an accident) and also cases when the instructor is driving the rented vehicle.

For the financial responsibility of using a rental car

- The renter agrees to be liable for all internal / external damage, theft or mechanical defects (e.g., clutch) occurring during the rental period resulting from negligence and/or improper handling of the vehicle. This is true regardless of which car is reserved. The renter is also liable for all repair costs or cost estimates by third parties. The renter accepts the following financial liabilities:
 - Trackday on any track or public driving on the Nürburgring Nordschleife:**

VW UP! GTI: 10.000€	Ford Fiesta ST: 10.000€	Renault Clio RS220: 15.000€
VW Golf GTI: 17.000€	Megane III (RS265): 17.000€	Hyundai i30N: 20.000€
Megane IV RS : 25.000€	Honda Civic Type R: 25.000€	VW Golf R: 25.000€
Golf GTI RSR Ed.: 25.000€	Megane RSR Ed.: 35.000€	BMW M240i: 35.000€
Ford Focus RS: 35.000€	BMW M3 E92: 35.000€	BMW M2: 50.000€
BMW M4: 50.000€	BMW M3 F80: 50.000€	Porsche Cayman S / GTS: 50.000€
Porsche Cayman GT4: 75.000€	Nissan GT-R: 75.000€	Porsche GT3 991: 100.000€
Porsche GT3 RS 991: 150.000€		
 - Public roads:**

Nissan GT-R: 12.500€	Porsche GT3 / GT3 RS: 12.500€	Ferrari F12 berlinetta: 20.000€
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- The liability of the renter to compensate for damages shall be limited to only the amount of the actual loss or to the extent of the value lost, regardless of the above maximums. The renter is entitled to prove and dispute damages caused by negligent trading or improper use. The renter is also entitled to prove that loss of value has occurred to a lesser extent than quoted. In the case of damages caused intentionally, a complete claim for 100% of all damages, regardless of the above maximums, applies. The renter / driver does not acquire ownership of the vehicle or of individual vehicle parts upon any payment(s).
- Third-party damages: The renter accepts liability of claims of third parties on public roads for up to €5,000 and for trips on a racetrack (including touristenfahrten on the Nürburgring Nordschleife) for up to €10,000. In the case of damages caused intentionally or due to gross negligence, a complete claim for 100% of all damages, regardless of the above maximums, applies.
- The following vehicles require an advance deposit to be paid:
 - On any race track (including. Touristenfahrten):**

Porsche GT3 991 / Cayman GT4: 10.000€	Porsche GT3 mk2 Manual / Porsche GT3 RS 991: 15.000€
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 - On the public road:**

Ferrari F12berlinetta: 5.000€

RSR reserves the right to require a deposit on any vehicle type at its own discretion (e.g. in case of bad weather conditions / age of the driver / driving behaviour)

Signature(s)

For participation on a Taxi Lap

1. RSR (the organiser) offers car rides in vehicles (so-called "taxi laps").
2. In particular, the events do not serve the purpose for achieving maximum speeds.
3. The organiser shall provide vehicles which are suitable for use on racetracks and are in suitable technical condition. Only designated and experienced drivers will be able to drive the taxi laps.
4. The participant is aware of the general conditions of participation as well as the conditions of the organiser and the operator of the race course and is obliged to adhere to all rules of conduct.
5. The operation of the taxi laps is at the sole discretion of the driver of the car. The participant is not entitled to a specific driving style. It is strictly forbidden for the participant to intervene in the mechanical sequences of the driving event. The participant must adhere strictly to all instructions of the organiser and the respective driver.
6. The organiser or their various agents are excluded from liability for personal injury and / or material damage, which arise to the participant by attending the event, except in cases of intent or gross negligence.
7. The participant does not suffer from any cardiac or spinal problems or any other diseases or impairments that may affect participation on the event.
8. The organiser reserves the right to have the taxi lap executed by a third party when necessary. In doing so, the organiser undertakes to carefully select the third party so that the participant receives a service of the same type and quality. In such cases, the organiser shall not be liable for the services rendered, but only for the careful selection of the third party.

In the agency of racing teams

1. RSR provides prospective participants with information on providers of participation on racing events.
2. The duty of RSR consists exclusively in the selection of the provider and in the mediation of the services to the participant. RSR does not provide any additional services.
3. The contract for the provision of the service is concluded directly between the supplier and the participant. RSR is not involved in this contract.
4. The service offered by the provider already includes a switching and processing fee of RSR. Payments for the booked services must be made in full within 14 days.
5. In particular, RSR shall not be liable for the performance of the supplier but solely for the careful selection of the supplier and the proper provision of the service.

Liability Disclaimer

1. Participation in the event is at the participant's own responsibility! The participant bears the sole civil and criminal liability for all damage caused by him to the vehicle he is using. The participant waives his right to hold RSR, their representatives and the various agents, as well as the operator of the circuit and his representatives and assistants, to all claims arising out of personal injury, material damage and property damage, with the exception of such damages resulting from intent and gross negligence.
2. In the event that any third party claims arise in connection with the participation of the participant in the event, the participant explicitly releases RSR, their representatives and the various agents, as well as the operator of the racetrack and his agents and assistants, from any liability.
3. The participant has read the conditions of participation from RSR and also declares to comply with all conditions and rules of the operator of the race course in connection with their participation.
4. Any verbal side agreements are not valid. Further agreements are required to be in written form to be valid.

RSRNurburg GmbH, Antoniusweg 1a, 53520 Nuerburg, GERMANY. Company ID: HRB 15612.

Exclusive place of jurisdiction is the registered office of RSRNurburg GmbH. Governed by the law of the Federal Republic of Germany.

Car(s) Rented

Financial Liability

Signature

_____	€ _____	_____
_____	€ _____	_____
_____	€ _____	_____

I hereby acknowledge that I have read and understood the terms and conditions of participation as well as the disclaimer and I agree to all of the terms.

Participant Name	Signature	Location of Signing	Date
1. _____	_____	_____	____/____/____
2. _____	_____	_____	____/____/____