

# All Inclusive Nordschleife Car Rental

Please read the following form and complete carefully.

Then save and send as an email attachment to sales@RSRNurburg.com



Driver 1 Details:	RSRNurburg All Inclusive Nordschleife Car Rental Standard cost of package includes:
Name	<ul> <li>Reasonable use on fuel, consumables and associated lubricants</li> <li>Lap tickets for the Nurburgring Nordschleife</li> <li>A limited insurance policy, please see attached indemnity form for details.</li> </ul>
Address	• First driver. 2nd driver additional cost. (Max. 2 drivers per car)  Booking Details:
City & Code	Date of driving  It is always advisable to allow a few days around your booking (where possible) in
Country	case of track closures.  1 Lap of the Nordschleife - "One Lap Sensation"
Email	Select:
	Please note: One and Two Lap packages are only available on Weekdays.  2 Laps of the Nordscheliefe - 40km all-inc package
Phone N <sup>o</sup>	Select:
Driver 2 Details:	Please note: One and Two Lap packages are only available on Weekdays.
	4 Laps of the Nordscheliefe - 80km all-inc package
Name	
Address	6 Laps of the Nordschleife - 120km all-inc package
/ Naviess	Select:
City & Code	10 Laps of the Nordschleife - 200km all-inc package
Country	Select:
Country	12 Laps of the Nordschleife - 240km all-inc package
Email	Select:
	16 Laps of the Nordschleife - 320km all-inc package
Phone No	Select:
Additional Details:	* Denotes instruction required on your first lap (Included in price), Extra drivers on these cars require an additional instruction lap at €50 per lap.  In certain cases, RSR may request a security deposit on any car (e.g. Due to Weather / Driver Age / Driver Behaviour) - The Porsche 991, Mercedes AMG and McLaren always require a security deposit before driving on track.  **Additional Options:**
	☐ Second Driver: €50
	Nissan GT-R Hot Taxi Lap (€399 per lap) Qty:
	Total Price €
	Please note: Payment must be made within 48 hours of the confirmed booking to remain valid. Bookings with outstanding payments outside of this period
	may be cancelled without notice. Payment methods include via credit card over the phone, by web link or bank transfer. Payment in full or part is deemed
	as acceptance of the terms and conditions on the following page (including but not limited to the RSR cancellation policy).
Office use only Processed by:	king system Email Confirmation Sent
	Paid in FULL / / 2016
Payment link sent:	ay Nurburg Saferpay Spa Paid: / /2016

#### Contractual Agreement / Liability Disclaimer / Participant Conditions

This is an agreement between the Driver(s)/Participant(s) and RSR (Companies: RSRNurburg GmbH and/or RSRSpa S.P.R.L., RSR de Lux, RSRacing B.V.) Without the signing of this document, RSR does not give permission for a Driver to operate one of our cars or participate in one of our events. RSR decides and has final consideration on what is acceptable or reasonable use on all aspects of packages and products supplied by RSR without further discussion. Place of Jurisdiction (Gerichtsstand): Nürburg, Deutschland.

## **Liability Disclaimer:**

Motorsports are dangerous and by participating in the activities and signing this form the Driver(s) acknowledge the risk of serious injury or even death. The Driver(s) agrees not to hold RSR, the circuit operator or any organiser responsible for any damage/loss/injury resulting from their participation. The Driver(s) agrees to always wear a helmet and to always drive safely and responsibly. The Driver(s) understands and accepts that to drive our cars they must be of good health with regards to the stresses of driving on a racetrack, hold a valid drivers license and be a minimum of 18 years old. Passengers are eligible for up to €6 million of cover for injuries or death. There is no health insurance for Drivers. In the event of an accident which is not the Driver's fault, it may be possible for the Driver to pursue costs and damages from the other party at their own cost. Participants hereby declare irrevocably and agree to be courteous, sportsmanlike and not to surpass one's abilities and those of one's car.

#### Use of an RSR Rental car:

Rates quoted include acceptable wear and tear on the car, its consumables, as well as associated lubricants. RSR decides what is acceptable consumption (example: tyre wear resulting from hand brake turns, burn-outs, flat-spots from spinning is NOT acceptable). Rates do not include fuel or track entry fees unless explicitly stated elsewhere in your agreement. The vehicle is supplied for use either on the Nürburgring Nordschleife, Nürburgring Grand Prix circuit or Circuit de Spa-Francorchamps as well as the public roads in between. The Driver(s) should respect all laws and road traffic regulations. They are liable for all costs, fines and penalties that are attributable to his use of the vehicle. The rental fees are calculated by kilometres driven, so it is prudent not to use the rented car to drive around the spectator points or to restaurants unless you are willing to pay for the kilometres driven and fuel in doing so. RSR reserves the right to supply an alternative vehicle without prior notice to the Driver(s) at RSR's discretion (e.g. for changing weather conditions, driver ability, or vehicle availability), with the difference of the original cost of the booking and the actual costs incurred issued to the Driver(s) as a credit note or gift voucher, valid for 12 months from the day of driving. Please note that RSR can not guarantee any video work or video related material due to unforseen technical issues which do unfortunately arise from time to time! This includes but is not limited to Video VBox, GoPro rentals or 'hot taxi lap' videos. RSR also reserves the right to request and secure a deposit on a rental car at any time before or during a rental, in the form of a credit card 'hold', or other agreed alternative. By hiring an RSR car, you consent to audio and/or video recordings and its/their release, inspection, publication, exhibition, or reproduction to be used for promotional or liabilty purposes, advertising, inclusion on websites, or any other purpose by RSR and its affiliates and representatives. Yo

## Financial Responsibility of the Driver when using an RSR Rental Car:

The Driver(s) accepts that they are financially responsible for **any internal/external damage or mechanical breakage (e.g. clutch or gearbox)** for whichever car they are driving at the time, regardless of which car was reserved or pre-booked. Drivers are also responsible for all repair costs or third-party estimates. Drivers accept the damage liabilities are up to:

On the Track (Including Touristenfahrten Sessions): Twingo: €4000Fiesta ST / Clio RS200 Paddleshift: €10000Scirocco/Megane RS265: €17000BMW M135i: €22000BMW M235i/M3 E92/Clio Race Car/130i Race Car/Exige 240S: €35000Exige V6/E46 M3 Race Car/Cup 260/2-Eleven/Cayman S/Cayman GTS/Porsche 996/Alfa 4C: €50000Cayman Race Car/Nissan GT-R/Cayman GT4: €75000Porsche GT3/Mercedes AMG: €100000Porsche GT3 RS: €150000McLaren: €150000.

On the Public Roads: Porsche 991/GT-R/McLaren/Mercedes/Maserati: €12500 F12: €20000 Carrera 3.0, Lotus Esprit, Ferrari 308, Lancia Delta: €9500 Third Party Coverage: In addition to the damage liability of whichever car they are driving, the Driver also agrees that they are liable for up to €5000 of third-party claims on the public roads, or €10000 during a Touristenfahrten session on the Nürburgring Nordschleife. These include, but are not limited to, recovery costs and other drivers/victims damages both material and health-related. Drivers are insured for a total of €6 million of third-party damages.\* Third Party Coverage does not include Guard Rail Damage. When driving on a closed course or private event not governed by German road-law (StVO) there is no Third party insurance in effect, such as on a trackday or on a Touristenfahrten Session on the Nürburgring GP Track. In such circumstances all participants of such events are liabe for any guard rail and towing costs, and agree to a waiver of recourse against damage caused by other participants to themselves or to their cars; but this is no guarantee and neither RSR nor the event organiser will be held responsible for damage caused by or to your car during such an event. While participating in Nordschleife Touristenfahrten and all Road Tours, the driver must respect the StVO (German Road Trafic Provisions and Ordinance shall apply). Drive responsibly. These damage liabilities are valid in all cases EXCEPT in cases of gross negligence on the part of the driver (e.g. dangerous driving), or where the insurance company refuses cover, in which case you are responsible for the whole cost of the car (example: driving with no valid driving license, driving without consent, any form of illegal driving). Attribution of an accident to a technical defect does not immediately release the driver from their responsibilities listed above (example: damaging the tyres by repeatedly striking kerbs, then experiencing a tyre failure and crashing the car, the Driver is still liable). All damage to the rented vehicle, no matter how slight or severe, must be reported to an RSR staff member immediately. Any suspicions of malfunction must be reported immediately to RSR staff. Continuing to drive a car that the Driver suspects is damaged/malfunctioning can result in a serious accident! Over-revving of the engine may result in damage and checking of the engine in any suspected incident will be done at the Driver's cost. Payment of the damage liability above does not entitle the Driver to keep either the car or the replaced parts. In the event of a serious accident (where RSR believes the repair costs to total more than 50% of the Driver's liability payment) the Driver agrees to immediately pay RSR the whole amount of the damage liability above. If the professional repair costs total less than this amount, the difference will be refunded. In the event of an accident that you believe is not your fault, adequate evidence must be gathered to this effect or you will be charged (example: Initial Police report and photographs showing cause of accident to be other than the Driver). If the repair costs are disputed, the car will be assessed by the insurance assessor at your own cost. By signing this agreement, the Driver(s) authorises RSR to charge any associated costs

## Return of an RSR Rental Car:

All cars are checked before leaving RSR, but must be returned after their initial agreed rental period to be checked again by RSR staff. Unless otherwise explicitly agreed, all vehicles must be returned in acceptable condition, with a full tank of the correct fuel (98RON) and at the agreed time. On a 80km package, the car must be returned to RSR within 2 hours, 120km package within 3 hours. All cars must be returned to RSR by 8pm unless otherwise explicitly agreed. Vehicles returned later than 8pm will incur extra rental fees. If a vehicle is not returned to RSR full of fuel, the driver agrees to pay €3 per litre for RSR to refuel the car unless otherwise explicitly organised in writing with RSR. Vehicles returned in an excessively dirty condition will be cleaned at the Driver's cost (example: mud, grass and trackside debris attached). Vehicles returned with a dirty interior will be valeted at the drivers cost (example: food or drink spills, cigarette smoke, vomit). All vehicles must be returned to RSR overnight for safety checks and safekeeping.

## Trackday Entry with Own Car

Every vehicle participating has to be in good technical condition. It is not the responsibility of RSR or the event promoter to check whether the driver is the owner of the vehicle to be used, or whether he has obtained a waiver from the owner of the vehicle. Without any doubt the driver(s) enter(s) into full legal responsibility according to this agreement accepting such conditions without any exclusion. During a trackday all participants of such events agree to a waiver of recourse against damage caused by other participants to themselves or to their cars; but this is no guarantee and neither RSR nor the event organiser will be held responsible for damage caused by or to your car during such an event. Drive responsibly. Driver(s) are responsible for their own insurance coverage (if applicable) on their own vehicle.

# Cancellation Policy & Closures of the Circuit

It is always advisable to allow a few days around your booking (where possible) in case of closures. **All events will take place regardless of weather**, UNLESS the the track operator or event organiser closes the track or event due to extraordinary circumstances. Cancellations forced by the circuit operator not opening the course at all on the day of the booking (example: Nordschleife snowed in, fogged or iced over or the circuit operator changing the opening times. Wet weather alone will NOT close the circuit) will be rescheduled for another date suitable for both the driver(s) and RSR. Alternatively the driver(s) will be issued a gift voucher valid for 12 months. RSR is not obliged to provide any form of refund due to an event not ocurring. Cancellations received within 14 days of the agreed pickup date will not be refunded.

Cancellations received between 14 days and 30 days will be refunded 50%. (This excludes any third party fees (e.g. Trackday entry, transport, track hire, accommodation etc.)

Cancellations received 30 days from agreed pickup will be refunded at 75%. (This excludes any third party fees (e.g. Trackday entry, transport, track hire, accommodation etc.)

Any unused kilometers or laps not used in a booking due to circuit closure will be rescheduled for another date suitable for both the driver(s) and RSR. Alternatively the driver(s) will be issued a gift voucher valid for 12 months, or will be refunded at 50% of the value of the remaining package (This excludes any third party fees (e.g. Trackday entry, transport, track hire, accommodation etc.) Any unused kilometers or laps not used in a booking where the driver has run out of time due to spectating, getting lost, taking long breaks in-between laps, having lunch etc. where they had reasonable time to complete their booking will not be refunded in any form. RSR will often attempt to reschedule the laps for another date suitable for both the driver(s) and RSR, but will not be bound to help. In the event of perceived gross misrepresentation, unacceptable or dangerous conduct, RSR reserves the right to refuse the Driver use of our car at any time without further discussion (example: crashing the car, abuse of the car, causing an accident, presenting false ID papers, false or bad credit card details or lying about drivers license, receiving a 'ban' from the circuit operators). In these circumstances the Driver is not entitled to reclaim any amounts paid and is still liable for all the costs listed above.

There are no subsidiary agreements or additions to this agreement. Should any clause of this agreement be found to be or become partially or wholly invalid this shall not affect the validity of the remaining clauses. Parties to this agreement are obliged to replace the invalid clause with a clause or clauses that most nearly approximate(s) the purpose/intention of the invalid clause. Drivers accept that this contract is between themselves and a German, Belgian, Luxembourg and Dutch company bound by the respective law of that country. Any disputes must be filed in the appropriate court as per that country. Applicable insurance policies are available to read on the premises.

I do understand the above terms entirely, and I hereby sign into this contractual agreement:

Driver 1 Sign:	Driver 2 Sign:

(including but not limited to: damages, repairs, replacements or mechanical breakages) to any credit card details supplied.

Name: Date: Name: Date: