

**WAIVER OF LIABILITY**  
**BALKAN CLASSIC RALLYE 2018**  
**(Participants)**

The signatories (drivers, co-drivers, owners of the vehicle and holder of the vehicle) participate in the event at own risk. They shall be fully liable under civil and criminal law for all damages caused by them or any of their vehicles as far as no exclusion of liability has been agreed under this waiver of liability declaration:

The signatory agrees to waive any sort of claims for damages in connection with the event and more precisely towards:

1. The Organiser, his officials and helpers, representatives and assistants, visitors and spectators;
2. Public authorities, route officials/marshals, property owners, tenants or users and all other persons who are connected with the organisation of the event
3. the road maintenance authorities as far as damages are caused by the condition of the roads used during the event, including connected equipment and
4. the supporting agents and representatives of all persons and entities mentioned above;
5. the other signatories (competitors, drivers, passengers), their assistants, the owners and the holders of other vehicles;
6. their own drivers, co-drivers, car passengers and their assistants (other special between the said persons have priority)

except for damages arising from an injury to the life, body or health, based on the intentional or negligent breach of duty – including any such breach of duty by a legal representative or a vicarious agent of the group of people released from liability - and except for other damages based on an intentional or grossly negligent breach of duty – including any such breach of duty by a legal representative or a vicarious agent of the group of people released from liability.

The waiver of liability takes effect for all parties concerned upon submission of this entry form. It applies to claims for any legal reason, in particular for claims resulting from contractual and non-contractual liability as well as claims resulting from unlawful acts. Tacit liability shall remain unaffected by the above liability exclusion clause. Only the English version shall be classified as binding.

**IMPORTANT:** Insofar as the signatory is not owner of the accredited vehicle, s/he must **ensure a certificate of authority (authorization)** stating that the vehicle owner grants permission for vehicle use.

In the event that the signatory does not show this authorization contrary to the obligation, the signatory shall release all the persons and authorities named under points 1 to 6 from any claims of the vehicle owner, except in cases of intentional or seriously negligent damage. This exemption also applies to all claims against other participants (competitors, drivers, co-drivers), their assistance, the owners/holders of other vehicles, their own competitors, their own drivers, co-drivers, their own helpers concerning damage caused during the event, whether in the attaining of the highest speeds competition events or in the practice warm-ups, and to all claims against third parties arising in connection with the event.

**EXTENSION OF THE WAIVER OF LIABILITY**

In the Speed controls zones of the rally itinerary published in the road book, where their begin, end and maximal speed are described by designated signs, the indicated maximal speed must not be exceeded. Speed limits on the route are set by the Organiser due to different reasons, but mainly because of an increased risk for personal and/or material damages both to competitors and/or to a third party. The speed in the Speed control zones is monitored but not physically controlled by the Organiser and for the sporting purpose of the rally penalties may be applied. The competitor atcs only on his own responsibility, if overspeeding in a Speed control zone and in case of an accident,

although that the Speed control zone is a part of a Special stage, no claims for damages against the Organiser, his officials and helpers, representatives and assistants can be arisen.

**DECLARATION OF COMMITMENT:**

I undertake to unconditionally and immediately comply with the rules and instructions (written, oral or visual kind) of the Organiser, volunteers, local Authorities, the police and their agents.

I am aware that staying in front of the track boundaries (stop lines, shut-off elements, etc.), in restricted zones, on safety strips and at danger points is strictly prohibited. I undertake not to enter these areas under any circumstances.

I am aware that a breach of my obligations will lead to exclusion of the event.

This waiver declaration comes into force with the signature. It applies to claims for any legal reason, in particular for damages arising from contractual and non-contractual liability and for claims in tort. Tacit liability shall remain unaffected by the above liability exclusion clause.

**DECLARATION OF RELEASE**

**Herewith the signatory releases all medical doctors who provide treatment for her/him from the medical obligation of confidentiality over and against the responsible officials at the event.**

This **waiver of liability**, the **Regulations** and the **special safety instructions** I have available in the current version, I have acknowledged them and hereby I **expressly agree** to their application:

\_\_\_\_\_  
NAME OF SIGNATORY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE