

PLEASE READ THESE TERMS AND CONDITIONS BEFORE TRAVELLING WITH

THE NURBURGRING EXPERIENCE

Please read all sections carefully before signing and returning to the address at the bottom of the last page.

Guidelines

The Nurburgring Experience organises ferry reservations, hotel accommodation and offers mechanical support for riders/drivers who want to visit The Nurburgring. Whilst riding/driving on the Nurburgring you must NOT compete in any manner with other drivers/riders. You must drive/ride safely and with proper courtesy to all other riders/drivers and members of the public.

Age and Driver Requirements

You must be over (21) years of age in order book with **The Nurburgring Experience**. You must also hold a current, valid and unrestricted driver's licence and a current and valid passport.

Responsible Behavior

You must comply with all applicable laws and regulations of the Country in which you are traveling, including all speed regulations, laws of the road, laws relating to the safety of your vehicle and laws relating to the possession or use of prohibited substances. **The Nurburgring Experience** accepts no responsibility for the consequences of you being refused passage and/or entry/exit to or from any Country visited en route, and in particular any additional costs incurred are your own responsibility. You must not drive/ride if your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other condition.

Hotel Regulations

Whilst staying in the Hotel we provide for you, you must act in a responsible manner and not cause any inconvenience by behavior/noise to any other guests. Any damage caused to hotel property will be paid for by you, no exception. Any outstanding bar bills from your room will be taken from your credit card.

Intoxicating Substances

You must not consume alcohol while driving/riding. You must not drive/ride under the influence of alcohol or any other intoxicating substance at any time during your holiday with **The Nurburgring Experience**.

Insurance

You must provide proof that you have obtained appropriate European insurance which includes travel insurance with repatriation to the UK, breakdown insurance and valid vehicle insurance. Remember to upgrade your insurance to fully comprehensive and to make sure your European breakdown cover will recover up to the value of your machine.

Refunds

The Nurburgring Experience cannot be held responsible if The Nurburgring is closed for any period of time during your holiday for circumstances beyond our control, i.e. an accident, and we cannot give refunds if this situation occurs.

Change of Terms and Conditions

The Nurburgring Experience reserves the right to change these terms and conditions from time to time subject to notifying you of the changes. You shall be deemed to have accepted the amended terms and conditions by booking your holiday with us.

Risks associated with riding/driving The Nurburgring

I acknowledge and realise that riding/driving the Nurburgring is potentially dangerous and that there are numerous risks associated with my participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other drivers. Further, I fully understand and realise that my participation in driving/riding the Nurburgring may result in serious bodily injury and/or death to myself or others. I further realise and understand that the route to the Nurburgring will require driving on public roadways upon which the hazards of traveling are to be expected, including the risk of driving/riding through inclement weather.

Assumption of Risks

With full knowledge and understanding of the risks associated with my booking with **The Nurburgring Experience**, I participate voluntarily and fully accept and assume every such risk for loss, damage, or injury (including death).

Compliance with Terms and Conditions

I agree to comply with all **The Nurburgring Experience's** terms and conditions. I acknowledge and understand that **The Nurburgring Experience** will use reasonable efforts to ensure that all other travelers abide by their terms and conditions, but cannot guarantee that the travelers will abide by these terms and conditions.

Release of Liability

In consideration for traveling with **The Nurburgring Experience**, I hereby waive, release, and forever discharge, for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, may have, or may hereafter accrue to me against **The Nurburgring Experience**, its proprietor (Mr Keith Frankham), employees, consultants and agents for any and all damages, injuries (including death), and/or claims which may be sustained by me directly or indirectly arising out of my activity on the Nurburgring and traveling to/from it (including the application of emergency or medical services) even if the damages, injuries (including death), and/or claims are caused by the negligence of those persons listed above or otherwise. Further, I covenant not to sue **The Nurburgring Experience**, its officers, proprietor (Mr Keith Frankham), employees, consultants and agents for any and all damages, injuries (including death), and/or claims which may be sustained

by me directly or indirectly arising out of my activity on the Nurburgring and traveling to/from it. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognizable claim arising out of my activity on the Nurburgring and traveling to/from it (including all legal costs associated with such claims).

Indemnity

I hereby agree to release, defend, indemnify, and hold harmless **The Nurburgring Experience**, its officers, proprietor (Mr Keith Frankham), employees, consultants and agents, and licensees and assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of my activities or otherwise from my traveling with **The Nurburgring Experience** whether made or claimed during or after this trip, including all associated costs and expenses and any amounts which **The Nurburgring Experience** may pay as a settlement or compromise of any such claims or liabilities.

I have read this waiver, fully understand its terms, and understand that I have given up substantial rights by signing it. I have done so freely and without inducement, coercion, or duress. I intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that, if any portion of this waiver is held to be invalid, that the balance of the waiver shall continue in full force and effect.

Please note that by booking with **The Nurburgring Experience** and accepting these terms and conditions you are concluding a legally binding agreement with us to on these terms and conditions.

By signing below, I declare that all the information contained on the booking form is correct and I acknowledge that I have read and understood all the terms and conditions, and I agree in full to the terms and conditions above (including those of the waiver and indemnity) and I accept all the terms and conditions relating to my traveling with **The Nurburgring Experience**.

“Terms and conditions apply – Specifically this contract is governed under German Law and is subject to the exclusive jurisdiction of the German Courts. You will be deemed to accept this and all of our terms and conditions upon booking your trip / holiday with **The Nurburgring Experience**”

NameSignature.....Date.....

Email Address Contact Tel. No.

Next of Kin details

Name

RelationshipContact Tel. No.

PLEASE Make sure you bring A COPY OF YOUR CAR / BIKE INSURANCE, RECOVERY DOCUMENTATION AND A COPY OF YOUR TRAVEL INSURANCE, THAT INCLUDES REPRAITITION TO THE UK, As failing to do so will leave you stranded abroad and **The Nurburgring Experience is not liable for you or your vehicle's repatriation back to the UK.**

Please return this form including the above documents to:

KHF Performance, 59 Emmanuel Road, Burntwood, Staffs. WS7 9AD.