



AGREEMENT WITH THE EXCLUSION OF LIABILITY

Please fill in in block capitals.

Surname /
First name _____

Nickname _____
Telephone (private number) _____

Date of Birth _____

Telephone (business number) _____

Street and House Number _____

Mobile Phone _____

Postcode / City _____

Fax Number _____

Country _____

Email Address _____

1. Under the terms of this agreement, the above-mentioned user receives the right to use an electric kart of Karthaus GmbH, including the necessary accessories within the agreed period of time.
2. The rental and service contract contained therein is subject to the General Terms and Conditions set out overleaf, which the user accepts with her/his signature.
3. By signing this contract, the user declares that s/he/ does not suffer from any physical ailments (in particular heart and circulation problems) or is under the influence of alcohol/drug or medication which could influence her / his ability to drive. S/he undertakes to strictly follow the instructions of the personnel regarding the use of the kart on the kart track and to immediately report any defect or fault of the vehicle controlled by her / him which occurs during use, to leave the kart track without obstructing other persons, or to steer the kart to a safe place. S/he further declares that s/he knows and will observe all the conditions of use of the kart track and that s/he has familiarised herself/himself with the conditions of use of the kart. S/he further declares that s/he has received all necessary explanations from the operating personnel in order to operate the kart safely.

4. Exclusion of Liability

By signing this contract, the user declares that entering and staying at the facility, as well as participating in all activities, particularly also the participation in kart races, take place exclusively and unconditionally at her / his own risk. The user expressly confirms that s/he personally accepts all civil and criminal liability for the damage caused by her/him or the vehicle used by her / him for his/her participation in both, training races and racing events. S/he expressly declares that s/he is aware of the risks of participating in (training) races with an electric kart and that s/he wants to bear these risks. The user knows and accepts that s/he is liable to Karthaus GmbH for any damage caused by gross negligence or wilful misconduct on the kart track, its facilities and the kart track itself as well as its accessories. Conversely, Karthaus GmbH shall not be liable to the user for any damages incurred by the user during operation of the kart track, regardless of the legal grounds on which they arise and regardless of the event on which their occurrence is based, unless Karthaus GmbH is liable for the occurrence of the damage due to intent or gross negligence on its part. In particular, any liability of Karthaus GmbH towards the user arising from a general breach of road safety obligations is excluded.

5. Children and Adolescents

Children can use the kart track from an age of 8 years and a minimum body height of 1.40 m. This contract of use must then be signed by the legal guardian in accordance with the General Terms and Conditions overleaf.

Important Note:

The declaration of consent of the legal guardians of the respective children / adolescents under the age of 18 is required. The current laws for the protection of minors apply to the entire premises.

By giving your consent to 5.), your child does not need any further disclaimer for future (training) races.

Yes, we agree to further kart racing without further exclusion of liability.

The user applies for a customer number for multiple use of the kart track with a validity period of one year. There is a contribution towards expenses (registration fee / racing licence) of €3.00.

Place

Date

Legally Binding Signature

For minors, legal representative's signature required

1. With the contract overleaf, an individual contract is concluded between the user and Karthaus GmbH upon payment of the registration fee. In the respective contract, these general terms and conditions apply. The kart track is to be used by the user within the framework of the posted terms of use and only in accordance with the instructions of the operating personnel of the facility, which must be followed by all means. The period of use results from the valid price board and the entrance and usage fee paid in this respect.

If the user violates the instructions of the personnel, the personnel is entitled to issue a temporary or an indefinite exclusion from use. In this case, the customer is obliged to return the kart to the pit lane and leave the kart track. Entrance fees and usage fees already paid will not be refunded.

2. Children and adolescents can use the kart track from an age of 8 years and a minimum body height of 1.40 m and drive a go-kart on the track themselves. The contract for the transfer of use and enjoyment for children and adolescents under the age of 16 requires the written consent of a parent or legal guardian. A guardian / legal representative must be present during the use of the kart track by the child or adolescent if he or she is not older than 14 years. You can find offers for children and teenagers in our current price lists.

The contract overleaf is concluded under the exclusion of liability stipulated therein.

3. **Customer Number (Admission Fee)**

At the user's request overleaf, a customer number will be issued for an indefinite period of time from the date of the request. It entitles the user to use the kart track in accordance with the respective price board against payment of the registration fee without the need to sign a new contract and provides the user with additional services from Karthaus GmbH, which, in particular, includes information on special promotions.

The issuing of the customer number includes the user's liability disclaimer signed overleaf vis-à-vis Karthaus GmbH for the duration of the validity of the customer number.

Children can, if they are holders of the customer number and an application has been signed by their parents, conclude the respective contract of use against cash payment without the presence of their parents or legal guardians and can also use the kart track in the absence of legal guardians if they are older than 12 years.

The customer number (admission fee/racing license) currently causes an annual processing fee of €3.00.

4. **Data Protection Declaration**

The user agrees that his/her personal data may be stored by Karthaus GmbH and the raceway GmbH for the purpose of data processing. The data is stored and used exclusively

for the purposes of Karthaus GmbH and the raceway gmbH and will not be passed on to third parties. At any time, the user may access data collected and processed by Karthaus GmbH which pertains to her / him. Karthaus GmbH undertakes to delete stored data on the user upon request by the user.

Note: the raceway GmbH is a partner for online reservations and online enquiries.