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Name and first name of participant

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Region

**Participant declaration BMW M2 CS Racing test drives**

As a participant in the "BMW M2 CS Racing Test Drives" event ("Event"), the undersigned declares the following for the benefit of BMW M GmbH (hereinafter referred to as "Organiser") and its legal representatives and vicarious agents:

1. Participation in the event shall be at the participant's own risk. The Organiser as well as its legal representatives and vicarious agents shall only be liable for any damage suffered by the participant if the damage was caused by the Organiser, its legal representatives or vicarious agents intentionally or through gross negligence.

This limitation of liability does not apply to damages resulting from injury to life, body or health of the participant. Furthermore, it does not apply in the event of a breach of material contractual obligations, such as those which the contract intends to impose on the Organiser in accordance with its content and purpose or the fulfilment of which is essential for the proper execution of the contract and on the observance of which the participant regularly relies and may rely; this liability is limited to the typical damage foreseeable at the time the contract was concluded. Insofar as the damage is covered by an insurance policy taken out by the participant for the relevant case of damage (excluding sum insurance), the Organiser, his legal representatives and vicarious agents shall only be liable for any associated disadvantages of the participant, e. g. higher insurance premiums or interest disadvantages until the damage is settled by the insurance company.

2. The participant indemnifies the Organiser his legal representatives as well as his vicarious agents from all claims of third parties, which were caused by the participant or by the vehicle used by him in the context of the event. This does not apply if and as long as such claims are covered by the vehicle liability insurance or any other liability insurance of the Organiser. Recourse claims of the insurance against the participant remain unaffected. The participant further indemnifies the Organiser, its legal representatives and vicarious agents from all claims arising from the violation of laws, ordinances or other regulations in connection with the use of vehicles by the participant, insofar as the violation is not attributable to the Organiser. This includes, among other things, the participant's assumption of responsibility and costs for violations of the applicable road traffic regulations, e. g. speeding. The Organiser is entitled to make payments in case of justified claims and to take recourse to the participant within the scope of this participant declaration.
3. The participant is liable to the Organiser for damages to the Organiser's vehicles, including loss or confiscation, in the event of intent or gross negligence in the full amount. The liability of the participant towards the Organiser is limited to 10,000 Euro if the participant can prove that he/she can be accused of at most slight negligence. A liability insurance policy exists for the vehicles. There is no comprehensive vehicle insurance (fully comprehensive) or partial vehicle insurance (partially comprehensive).
4. The participant hereby declares that he/she has a valid driving licence for passenger vehicles for the entire duration of the event and that he/she will inform the Organiser immediately of any changes to the driving licence.
5. The participant declares that he will follow the instructions of the Organiser during the event.

**Company**  
BMW M GmbH  
Gesellschaft für  
individuelle Automobile

Ein Unternehmen  
der BMW Group

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**Management**  
Markus Flasch  
Chairman  
Stefan Pielmeier

**Domicile and  
Court of Registry**  
München HRB 44621



6. The participant agrees that during the event film and/or photo shoots can be taken on which he is shown. The same applies to statements, interviews and similar sound and/or image recordings. The Organiser is free to use them. In particular, the Organiser has the unrestricted right, in terms of time and place, to archive, edit, copy, distribute, exhibit and publicly reproduce the film and photo recordings as well as other audio and video recordings. The right of public reproduction includes the right of presentation, the right of broadcasting, the right of reproduction by means of image and sound carriers as well as the right of reproduction of radio broadcasts. The aforementioned exploitation rights shall be granted irrespective of the means of transmission and reproduction; they shall include in particular the right of exploitation by means of electronic media, in particular the Internet.
7. The use of the vehicles provided by BMW M GmbH shall only be permitted within the scope of the agreed purpose of use. The user shall be prohibited from handing over the vehicle to third parties, in particular to other, unauthorised drivers.
8. This declaration of participation as well as the legal relations of the participant to the Organiser in connection with the participation in the event are subject to German law.
9. The organiser will not take part in a dispute resolution procedure before a consumer arbitration board within the meaning of the Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz – VSBG) and is not obliged to do so.

Assigned vehicle: BMW M2 CS Racing F87 with FIN: \_\_\_\_\_.

\_\_\_\_\_  
Place/Date/Signature of participant

\_\_\_\_\_  
Name in block letters

Check driver's license:

\_\_\_\_\_  
Date/Signature of Organiser