

## DISCLAIMER (LIABILITY RELEASE)/ PUBLIC DRIVING EXPERIENCE

The undersigned:

Surname, First name	
Address	
Location	
Country	
National registration	
number	
Tel. /GSM	
Email	

- Hereby accepts all risks associated with participation in the activity "**Public Driving Experience**" organised by THE CIRCUIT OF SPA FRANCORCHAMPS SA, with registered offices located at 4970 STAVELOT, Route du Circuit 55, BCE 0833.629.678, (hereafter called the "**Circuit**"), such as, but not limited to all risks that may result from the negligence of persons or bodies and the equipment for which they bear liability;
- Hereby certifies having a valid driving licence, being in good physical shape, having no medical contraindications to participate in an activity of speed or thrills (pregnancy, heart weakness, hypertension, neurological problems, etc.), and that no medical professional has advised me, the undersigned, not to participate in the activity;
- Declares not to be under the influence of alcohol, or of any other psychotropic product;
- Undertakes to inform the Circuit of any event and/or any circumstance that could, by its nature, result in an increased risk on the occasion of organisation of the activity;
- Consents to receive medical treatment deemed to be useful in the event of injury, accident and/or illness during the activity;
- Undertakes to respect in all circumstances the instructions of marshals and staff, policy officers, organisers and operators of the site, during the preliminary briefing and during the activity;
- Acknowledges that this disclaimer may be used by the Circuit and that it will govern its actions and liability during the Public Driving Experience.
- Expressly and irrevocably waives the right on his/her own behalf and on behalf of any legally-entitled parties, to any recourse, for any reason, against the Circuit, its staff, other participants, policy officers and volunteer helpers, whether natural or legal persons who could be held liable (hereafter: "Exoneration of Liability";
- Accepts that the Exoneration of Liability concerns both contractual and extracontractual liability; that it applies to physical, material or moral damage in the meaning of Article 1, 7. of the Act of 14 July 1991 on trade practices and on information and protection of the consumer, as well as any physical damage caused to him or her;
- Accepts that the Exoneration of Liability, concerns both material and physical damages, bearing on all faults (with the exception of intentional faults and faults that cause an assault on life or on bodily safety) of the Circuit, of its staff, of other participants, of policy officers and volunteer helpers;
- Acknowledges being solely responsible for his/her actions in the event of any recourse sought against him/her by the Circuit's insurance company or by a participant ;
- Declares being responsible for any possible damage caused by him/her to infrastructure during the parade and including security rails, tyres and circuit protection (increased by € 250 for administrative charges per accident) and undertakes to reimburse costs thus caused by him/her on the basis of a quotation drawn up by the Circuit;
- Acknowledges being fully cognisant of the document entitled "Public Driving Experience Briefing", and undertakes to respect it;
- Acknowledges that this disclaimer must be interpreted in its broadest sense to provide a waiver and a renunciation to the maximum limits allowed by the law in force;
- Certifies having read this document and fully understands its content;
- Certifies being conscious that this document is a liability release that constitutes a contract and signs it without coercion;
- Acknowledges that being a participant in the activity, that he/she may be photographed and/or filmed;
- Hereby declares he/she has freely communicated personal data gathered in this disclaimer and expressly acknowledges that the
  processing of this data is necessary for the execution of the contract concluded with the Circuit. In the framework of data
  processing, the Circuit specifies that this data is confidential and that it will only be used in the execution of this contract and its
  consequences to the extent permitted by the undersigned. Personal data is treated in compliance with Belgian and European
  legislation in force, including the Act of 30 July 2018 on the protection of individuals with regards to the processing
  of personal data and the Regulation of the European Parliament (EU) 2016/679 and of the Council of 27 April 2016
- of personal data and the Regulation of the European Parliament (EU) 2016/679 and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free circulation of this data.
  - Optional: (Delete as appropriate): Accepts that their photos, videos or films be used for commercial purposes by the Circuit; Authorises the Circuit to process personal data for prospecting purposes;

Signature preceded by the words "read and approved".