



## Yearly Responsibility Waiver

This is an agreement between D2P Sàrl and the Participant(s). The laws of Luxembourg will govern this agreement. N.B. Belgian law applies when driving on the Spa-Francorchamps.

All fees are included – no supplement/hidden fees will be asked at any time (included in our daily fees);

- Track day entry fees;
- Unlimited number of kilometers per day (a typical track day with normal weather conditions is between 450 and 550 km (or 280 and 340 miles), depending on the track);
- Fuel;
- Instructor in the car for at least the 2 first sessions – the instructor will then decide if the Client can go on his own on track;
- Damage to guardrail coverage;
- Chargeable option on top of our all-in fee: Insurance excess decrease; Slick tires.
- Track Car damage insurance with an excess of EUR 8,000 to 17,000 depending on the car (insurance premium included in our sales price) - the excess (yet to be defined) will be collected at the same time as the payment for the service and given back on the day following the event;
- Racing 'look and feel': Race truck with lounge, personalized locker, helmet and car for each Client (nationality flag and name), branded cars, driving suits and gloves, cars manipulated by dedicated mechanics (air jacks,...), car racing pit atmosphere (laps live retransmission in pits (Race Navigator), laps data review on iPads (w/ Race Navigator));
- Physio on site between 02:00 pm and 06:30 pm each at each of our organised track day – on-demand free treatment;
- On-site professional Racing Simulator (Vesaro);
- Gift set at the end of the day (given in a D2P branded and molded box that will include: a 1/43 replica of the D2P car that the Client has driven, a D2P mug, a D2P USB key including the videos of his/her laps during the day);
- Top catering and champagne at the end of the day;

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### Personal Responsibility and Liability

Participants (drivers and passengers) are driving at their own risk. With signing this document the participant accepts the fact that motorsport can be dangerous. The participant declares to be aware that any damage and/or loss to him/her and/or other parties' goods taking place during this event is at his/her own risk and on his/her own declaration. D2P Sàrl or any other affiliated organisation, agency, official, representative or person do not accept any liability for any damage and/or loss the participant suffers in connection with his/her participation in this event. The participant declares he/she will not hold D2P Sàrl, or any other affiliated organisation, agency, official, representative or persons liable for any tangible or intangible damage and/or loss suffered by him/her in connection with his/her participation in this event. Wearing of an approved crash helmet is mandatory. D2P Sàrl will provide FIA approved helmets that are of the highest quality. The participant declares he holds a valid European or International driver's license and is of good health with respect to the stress of driving at a track.

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### Your responsibilities

The Driver shall treat the vehicle with all necessary and due care, follow all technical regulations and drive the vehicle safely. Although all cars supplied are in excellent condition, serviced and ready to run, it is prudent of the Driver to regularly check engine temperature and tire pressures throughout the period of rental. Every two hours, each D2P car will rest in the pits for 30 minutes for a safety inspection and to allow the necessary cooling and mechanical checks. **If the engine is over-revved, D2P Sàrl are entitled to charge the Driver for the cost of checking the engine's condition. In cases where engine damage is attributable to previous over-revving by the Driver, it is accepted that the damage will have been caused by that Driver's driving conduct and the Driver will be liable for repair costs. If a number of people are involved in, the over-revving responsibility lies with the Primary Driver (i.e. not the named Second Driver).**

In the event of an accident, the Driver shall report all damage, however slight, to D2P Sàrl immediately. This includes damage that does not involve third parties. Towing services may be contracted (covered by our insurance) only with the prior approval of D2P Sàrl. If the police are called to the scene of any accident then evidence, witnesses, tracks etc. must be secured, the details of all people involved must be noted down and everything must be done to ensure that the incident is processed correctly and completely. The Driver undertakes not to acknowledge guilt and not to engage in any other form of transaction (payment, comparisons) that might prejudice the insurance cover. **If the Police insist on security money, give them the business card of our lawyer (provided in the car, with D2P Sàrl contact cards).**

## Our responsibilities to you, the Driver

We will present the vehicle in good, clean, working order and in a condition that is safe for use on track. The driver is permitted to verify the technical condition of the vehicle prior to driving it on the track. The vehicle is deemed to have been accepted as being in good, clean, working order by the driver, if he does not inform D2P Sàrl of his reservations in writing on the handover sheet at the time of collection. Reservations to be reported by the driver include damage to bodywork and paintwork. If the condition of the vehicle is not queried by the driver, he is deemed to have accepted the vehicle in a technically sound condition. Should it be necessary, during the rental period and through no fault of the driver, to have the vehicle repaired or serviced in order to keep it safe and in working order the Driver must contact us immediately. The driver may not claim for damages or loss unless we have acted with premeditation and/or are guilty of gross negligence. The Driver accepts the risk that the race tracks may not be drivable during the rental period. Should D2P cancel a track day for any reason beyond our control (e.g. force majeure, mechanical failure, servicing etc.), the Client will have the choice between a full reimbursement or a reschedule of the cancelled track day.

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## Financial responsibility in event of Damage

Please see below, the list of current D2P Sàrl cars and the corresponding excess payable for each car in the event of damage.

- **Lotus 3-11** - Insurance excess (to be provided before or on the event – can be decreased through higher, optional insurance fees): **EUR 8,000**
- **Ferrari 458 Challenge** - Standard Insurance excess (to be provided before or on the event – can be decreased through higher, optional insurance fees): **EUR 12,000**
- **Ferrari 488 Challenge** - Standard Insurance excess (to be provided before or on the event – can be decreased through higher, optional insurance fees): **EUR 17,000**

For your business/incentive events (minimum 2 of our cars or 4 of your cars), we would be happy to support the organization of business/incentive events.

Should you use your own cars (with a minimum of 4 cars), the cost of this service varies significantly depending on:

- The track where the event is organized;
- The track day organizer; and
- The car(s) value to be insured (for a full value cover with an excess of EUR 10,000: between 1.2% and 1.5% of the value to be insured per day – e.g. between EUR 1,200 and EUR 1,500 per day for a EUR 100,000 car).

If damaged this is the maximum that has to be paid for by the driver of the vehicle (Unless our insurance company refuses cover, see Damage). **All damage to the property of the track (i.e. guardrail and tarmac) and any other third party covered by D2P Sàrl. Cost of towing is also covered by D2P Sàrl.** All damage will be the responsibility of the driver. This insurance service must be arranged at least 14 days prior to hiring. If a booking is cancelled due to your lack of credit on the day of, hiring this is classed as a cancellation for an important reason, as detailed below, and no refunds will be given.

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## Damage

The driver is liable for any damage caused to the D2P vehicle during the rental period and any damage caused by inappropriate driving.. We will hold the driver liable for any damage to the vehicle caused during the rental of the vehicle. Attribution of an accident to technical defects or material wear and tear does not release the driver from his liability. This applies regardless of whether such cause was already present when the vehicle was rented or arose subsequently. If the car has been damaged, your deposited insurance excess will be frozen until an independent expert designated by the insurance estimates the amounts of the damages (usually within a two weeks timeframe). Should the amount of the damages exceed the amount of the excess, the excess will be kept by D2P Sàrl. The participant declares to be aware of these terms and agrees to be bound to these conditions during this course and during the Use of the car both on and off the track. Should the insurance company decline to rectify the problem and cite the driver as the reason for its refusal (example; no license, illegal driving, under the influence of alcohol or drugs) the driver shall be liable for the total cost of any damage. The driver has no right to retain the damaged parts and/or the damaged vehicle. If repairs total an amount less than this excess, the difference will be refunded to the Driver.

By signing this document, the participants agree to and are legally bound by the terms and conditions set out herein.

Signature.....

Date:.....

Valid until: .....

We reserve the right to cancel the agreement at any time without discussion. Furthermore, if the agreement is cancelled for an important reason the Driver is not entitled to reclaim rent amounts paid. An 'important reason' is taken to exist if the Driver has given false information concerning his person or his credit status or is guilty of gross violation of the terms of the contract above. If the agreement is cancelled without notice, the rented vehicle shall be returned immediately. The statutory rights of the Driver with regard to damage claims are unaffected. There are no subsidiary agreements or additions to this agreement. All contractual agreements must be in writing. This also applies to any clause removing the need for agreements to be in writing. Should any clause of this agreement be found to be or become partially or wholly invalid this shall not affect the validity of the remaining clauses. Parties to this agreement are obliged to replace the invalid clause with a clause or clauses that most nearly approximate(s) the purpose/intention of the invalid clause.