SPECIAL CONDITIONS OF PARTICIPATION AT BMW M TRACK DAY.

The following conditions of participation contain regulations for the BMW M Track Day event (hereinafter referred to as “Training Course”) organised by BMW M GmbH Gesellschaft für individuelle Automobile (hereinafter referred to as “BMW M”). They only apply in conjunction with the BMW M Driving Experience Terms and Conditions (hereinafter referred to as “Driving Experience T&Cs”) and supplement these, unless indicated otherwise. In case of doubt, these conditions of participation take priority over the Driving Experience T&Cs.

1. Content and objectives of the training course
   - The training course is a driving training event staged on a race track that is closed to the public for the duration of the event.

2. The training course is aimed at BMW M customers and clients of BMW M Customer Racing. The training course typically contains the following elements:
   - (i) Free driving either with participants’ own road-legal BMW M cars or participants’ own non-road-legal BMW M Customer Racing cars;
   - (ii) Instructed driving in road-legal BMW M cars supplied by BMW M;
   - (iii) Instructed test drives in BMW M Customer Racing cars supplied by BMW M;
   - (iv) Racing as a passenger in a BMW M car driven by a certified BMW M instructor / licensed (master) racing driver (taxi laps);
   - (v) Racing licence courses (grade: DMSB National A);
   - (vi) Uniformity tests of the car with the goal of completing two laps as in close to the same lapse time as possible, regardless of speed.

3. All content depends on the particular course being offered and the participant’s registration.

4. All driving elements are preceded by a compulsory safety briefing.

5. All elements aim to improve the participants’ driving skills and make them safer drivers. The participants should learn how to safely control their vehicle on public roads (road-legal cars) or in a motor sport environment (non-road-legal racing cars), mainly by practicing on their own, performing guided practice driving exercises in cars from BMW M and/or completing comprehensive racing licence courses. None of the training course elements, including those using racing cars, involve trying to reach the highest speed or complete an exercise in the shortest time; there is no competition between the participants.

6. Requirements of the participants
   - To avoid any misunderstanding, it should first be noted that all participants must fully meet the requirements set out in the Driving Experience T&Cs. These include most notably:
     - Being at least 18 years of age;
     - Holding a valid driving licence and not being subject to a driving ban;
     - Possessing adequate language skills for the language the training course will be conducted in;
     - Attendance at the theoretical training of the Training Course (in case the safety briefing or extended theory for racing licence courses);
     - Receiving the test drive vehicle for the practical driving exercises.

7. BMW M may let participants as young as 16 take part in the training course if they are in possession of a car racing licence as defined by the Deutscher Motor Sport Bund e. V. (DMSB) or another similar motor sport federation.

8. The participants’ liability towards BMW M
   - To avoid any misunderstanding, it should first be noted that all participants must fully meet the requirements set out in the Training Course.
   - The participants’ liability towards BMW M is otherwise unlimited.
   - The participant’s liability towards BMW M is as its legal representatives and agents under any third-party claims arising from damage caused by the participant or the vehicle they use during the training course. This does not apply where such claims are covered by the motor vehicle liability insurance or another (liability) insurance policy. The insurance company’s right of recourse against the participant remains unaffected.

9. The participants’ liability towards one another
   - The participants’ liability towards one another is unlimited. Each participant must ensure they have adequate insurance cover as set out in clause 7.

10. Insurance policies
    - Participants’ own vehicle
      - The participants’ own vehicle is only covered in respect of damage to the vehicle itself, but not in respect of any third party claims arising from damage caused by the participant or the vehicle they use during the training course. This does not apply where such claims are covered by the motor vehicle liability insurance or another (liability) insurance policy. The insurance company’s right of recourse against the participant remains unaffected.
      - BMW M expressly informs the participant that the training course may be excluded from the insurance cover provided by a conventional motor vehicle liability insurance policy, particularly due to the location (race track) and certain elements of the course (especially free driving; racing licence courses; uniformity tests). BMW M therefore strongly advises the participant to check whether their insurance policy covers the training course and the elements booked by the participant before registering for the course.
      - The insurance certificate must be presented as proof of suitable insurance cover if requested by BMW M.

11. Further insurance cover for the participant
    - With respect to the insurance cover taken out for the participant and recommended additional insurance cover, explicit reference is made to clause 5 of the Driving Experience T&Cs. This states that when registration is received later than two working days prior to the start of the training course, the price of the training course includes accident insurance for the participant (amounts insured: death: EUR 100,000, disablement EUR 200,000, medical expenses EUR 2,500 subject to the conditions contained in the Driving Experience T&Cs, and also advises the participant to obtain additional medical, accident and private liability insurance in particular.
REGISTERED KEEPER AND OWNER DECLARATION INCLUDING ACKNOWLEDGEMENT OF THE LIABILITY LIMITATION.

PLEASE BRING THE COMPLETED FORM WITH YOU ON THE DAY OF THE EVENT OR SEND US A COPY IN ADVANCE BY E-MAIL TO TRACKDAYS@BMW-M.COM

TRAINING COURSE BMW M TRACKDAY.

on (date DD.MM.YYYY) in (location)

VEHICLE.

Make, model

Registration Number

or: not road-legal

VIN

Insurance company

Type of Insurance

☐ Motor vehicle liability insurance  ☐ other

☑ REGISTERED KEEPER  ☐ OWNER

VEHICLE USER.

Name

Address

Telephone

E-Mail

As (*) registered keeper and / or (*) owner of the vehicle, I hereby declare that the vehicle user is authorised to use the vehicle at the training course, including all active driving elements.

I accept the following limitation of liability from BMW M GmbH Gesellschaft für individuelle Automobilie ("BMW M") towards myself:

BMW M shall only be liable (i) in the event of gross negligence or (ii) for the at least negligent breach of material contractual obligations, such as those which the contract specifically intends to impose on BMW M according to its content and purpose or the fulfilment of which is a prerequisite for the proper performance of the contract and compliance with which is and may be regularly relied upon, such liability shall be limited to the typical damage foreseeable at the time of conclusion of the contract. The above limitation of liability covers contractual and non-contractual claims for damages. It shall not apply in the case of intent or for damages arising from injury to life, limb or health.

Signature and, if applicable, company stamp of the (*) registered keeper / (*) owner

Place, date

(*) Delete as appropriate.
DOCUMENTATION: CO-DRIVER (PASSENGER) IN PARTICIPANTS' OWN VEHICLES

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TRAINING COURSE BMW M TRACKDAY.

on (date DD.MM.YYYY) in (location)

VEHICLE.

Make, model
Registration Number
or: not road-legal

VIN

Insurance company
Type of Insurance
☐ Motor vehicle liability insurance
other

CO-DRIVER.

Name
Address
Telephone
E-Mail

VEHICLE USER.

Name
Address
Telephone
E-Mail

Attention is drawn to the special conduct requirements also applicable to the co-driver pursuant to clauses 5.1 to 5.6 and liability and indemnity provisions pursuant to clauses 6.1 to 6.4 of the Special Conditions of Participation at BMW M Trackday.

Passengers signature
Place, date

To be completed by BMW M:

☐ Passenger is booked as an accompanying person for the training

Date, signature