

Jaco's Paddock Entry Form January 2010
Jaco's Paddock Limited
TERMS AND CONDITIONS

Definitions

"us", "we" and "our" means Jaco's Paddock Ltd Hauptstrasse 6A 53534 Germany

"you", "your" and "yourself" means the individual or organisation set out on the booking page annexed to these terms and conditions and shall include all or any additional drivers or passengers participating in the Event under your booking form

"Event" means the specific event details on the booking page annexed to these terms and conditions

"D" means the Germany

"the Track" Means the track owner/event organizer at which the Event is held

Booking and Payment

All events are offered subject to availability and on a strictly first come first served basis

There shall be no formal and binding contract between us and you until the requested deposit (or where appropriate the full amount due) has been received by us.

Failure to pay the balance of any deposit (or where appropriate the full amount due) as requested will entitle us to cancel the booking without further advance notice to you.

All Events taking place must be paid for in full when the booking is made.

Payment shall only be accepted by credit card. In making such payment, you authorise us to deduct any additional fees and costs incurred in relation to the booking at the appropriate time once these fees and costs are known.

Provisional bookings will be confirmed only once payment is received in full.

We reserve the right to cancel or refuse any bookings at our sole discretion.

Alterations and Cancellations

All refunds given are at our sole discretion. Our standard cancellation policy is to credit your Jaco's Paddock account with the appropriate sum based on the formula set out below.

You may cancel your contract at any time prior to the commencement of the Event by giving us advanced written notice at our address referred to above PROVIDED THAT we shall be entitled to deduct from any money previously paid by you, sums based on the following scale:

30 days or more prior	10% of full cost
15-29 days prior	25% of full cost
7-14 days prior	50% of full cost
Less than 7 days prior	100% of full cost
No show	100% of full cost

If you make any alteration or amendment to your booking after the date on which the balance is due, you will be charged an administration fee of 25 € plus VAT by us. In addition, you may also be charged (where appropriate) a sum equivalent to any unrecoverable costs incurred by us arising from your further alteration or amendment.

Compliance with Track Regulations

Track regulations imposed by each Track will be available from us on request and in a hard copy form at the drivers briefing.

You agree to be bound by the Track regulations throughout the Event and it will be your responsibility to ensure that you have read these thoroughly prior to the start of the Event.

You must attend all drivers briefings held during the Event and sign all necessary driver and/or passenger indemnity forms prior to participating in any Event.

You undertake that all vehicles brought by you to the Event must be capable of passing an MOT test or conform to current DMSB regulations.

You acknowledge that we will not be inspecting other vehicles on the track and that we give NO GUARANTEE as to the suitability of other vehicles at the Event.

Please note that cars not effectively silenced to the noise limit stated on the Final Instructions document of the event, will be subject to an immediate exclusion from the Event without any refund.

Timing and competitive driving is strictly forbidden and any driving which, in our unqualified opinion is aggressive or inconsiderate will result in the driver being immediately excluded from the remainder of the Event without any refund.

All drivers, passengers and guests must wear at all times during the Event the appropriate wristband to acknowledge these terms and that they hold us and the Track free from any liability or blame arising from any risk associated with the Event.

Please note that your compliance with these terms and conditions is in addition to and not substitution of the additional track regulations enforced by the Track.

We reserve the right to exclude your participation in the Event or the remainder of the Event arising from your breach of these terms and conditions or any regulations imposed by the Track.

Risks Associated with the Event

You acknowledge and realise that your participation in the Event is potentially dangerous and that there are numerous risks associated with it. Such risks dangers include but are not limited to, collisions with spectators, vehicles, other drivers and/or fixed or moving objects and the negligence of other drivers.

Further, you fully understand and realise that your participation in the Event may result in serious bodily injury and/or death to yourself or others. With the full knowledge and understanding of the potential risks referred to above and associated with your participation in the Event, you enter the Event voluntarily and fully accept and assume every such risk for loss, damage or injury (including death).

Waiver of Liability

In consideration of you being permitted to take part in the Event, you waive, release and discharge for yourself, your executors, administrators and legal representatives all or any rights and/or claims which you have or may have in the future against the Track or us, our officers, directors, employees, consultants, agents and sponsors for all and any damages, injuries (including death), and/or claims which may be sustained by you directly or indirectly arising from your participation in the Event, which shall include the application of emergency or medical services at the Event, notwithstanding that these damages, injuries (including death) and/or claims are caused by the negligence of those persons listed above.

Further, you agree not to hold liable the Track or us or our officers, directors, employees, consultants, agents or sponsors for all or any damages, injuries (including death) and/or claims which may be sustained by you directly or indirectly arising out of your participation in the Event. This waiver shall include but not in any way be limited to all claims for personal injury, death, property damage, financial loss, breach of contract, negligence claims or any other claim arising out of your participation in the Event and shall also include all legal costs otherwise recoverable arising from such claims.

Having given the above waiver, you fully understand its terms and understand that you have relinquished significant rights by doing so. You have done this at your own free will and without any coercion or duress from any third party. You fully intend your waiver to be a complete and unconditional release of all liability to the extent permissible by law and agree that if any aspect of this waiver is held to be invalid, then the remainder of this clause and these terms and conditions generally shall continue in full force and effect.

Indemnity

You hereby agree to fully release and unequivocally indemnify the Track and us, our officers, employees, consultants, agents, sponsors, licensees and assigns from all and any claims, demands, damages, liabilities or legal action arising either directly or indirectly from your actions or otherwise at any Event whether made or claimed before, during or after the Event and which shall include all associated costs and expenses and any sums which otherwise may have been paid as a full or partial settlement or compromise of any claim or liability.

You further agree that where any initial booking payment has been made by you using a credit card, we shall be entitled to deduct such further sums from your credit card as are necessary to reimburse us for all and any costs or fees incurred as a result of any damage caused by you or any persons forming part of your group to the infrastructure of the track.

You acknowledge however that such charges will only be payable to us where the Track has demanded payment from us.

General

Unless we have first agreed in writing, we are not bound by any variation to these terms and conditions

You agree and accept all of these terms and conditions and understand that whilst we will use our reasonable efforts to ensure that all other participants at the Event abide by these terms and conditions, we cannot guarantee that these terms and conditions will at all times be complied with nor be held responsible or liable in anyway for their non-compliance.

You agree that by completing the booking form and accepting these terms and conditions you are entering into a legally binding agreement with us to participate in the Event on our terms and conditions.

You declare that all the information supplied by you on the booking form is to the best of your knowledge and belief correct and that you have read and understood the terms and conditions and agree to all of them (including but not limited to those relating to waiver of liability and indemnity) in full.

You further understand that whilst we will make every effort to ensure that your personal information is kept private, we shall not be held responsible or liable should any information be lost or stolen by any third party.

Law and Jurisdiction

This contract is subject to the law of Germany

**NÜRBURGRING
NORDSCHLEIFE**



29th & 30th January 2010

Event Entry Form

1. Driver Details

Name _____

Address _____

_____ Post Code _____

Tel Day _____ Mob _____

Email _____

2. Emergency Contact Details

Details of who to contact in the event of an emergency:

Name _____ Tel _____

3. Your Guests

Please provide names of all guests

	Extra Driver	Passenger	Non Driving Guest
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please provide address and emergency contact details separately

4. Track Cars

Please list the cars you wish to take on track

1. Make _____ Model _____

Reg. _____ Colour _____

2. Make _____ Model _____

Reg. _____ Colour _____

Accommodation

We can provide you a good B & B accommodation.
(with no charge)

Yes, inform me please

No, I am not interested. Thank you.

5. Tracktime 2days only

Principal Driver **695 €**

Additional Driver **325 €**

Passengers **50 €** Quantity _____

Lunch and refreshments

The circuit café will be open all day where refreshments and meals will be available on a cash basis.

Tyre Support

There will be a tyre support station where you can buy winter tyres on a cash basis and where you will get help with tyre problems

Please complete your tyre size, so we will have the right tyres for you at the circuit.

Tyre size: _____

6. Complete your booking

Please complete your payment details below to confirm your booking.

Please note that payment must be made by credit card.

Please debit my Visa or Mastercard No: _____ Issue:

Valid from: _____ Expiry: _____

Sec. Code: _____ Name on card: _____

I have read and accept the terms and conditions of this event:

Signed _____ Date _____

TOTAL COST OF TRACKTIME €

Please return to:

Jaco's Paddock Ltd. / Hauptstraße 6a / 53534 Barweiler / Germany

Fax: +49 (0) 6593 98 93 94

Tel: +49 (0) 163 337 6377

For office Use only:

Date received: _____

Amount paid: _____

Notes: _____