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# DECLARATION AND LIABILITY WAIVER

Curbstone N.V./ S.A. (with Curbstone Azur being a division of Curbstone N.V./S.A.) | Aarlenstraat 53 rue d'Arlon - 1040 Brussels - Belgium - [info@curbstone.net](mailto:info@curbstone.net) - [www.curbstone.net](http://www.curbstone.net)

EVENT ON THE CLOSED CIRCUIT OF \_\_\_\_\_  
 IN (CITY/COUNTRY) \_\_\_\_\_ ON (DATE) \_\_\_\_\_

During this event, I will be a  driver  passenger/guest  staff

Name + surname .....

Street + no .....

ZIP + city .....

Country .....

Mobile phone .....

e-mail .....

Emergency contact details in the event in case of accident:

Name .....

Phone .....

## I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT:

There is (a) a legally binding contract between Curbstone and myself or (b) a legally binding contract between Curbstone and a team/legal entity having a legally binding contract with me about this event.

I am fully aware of the conditions of this contract, with the conditions again mentioned on the reverse side of this waiver or via [www.curbstone.net/terms-conditions.html](http://www.curbstone.net/terms-conditions.html). These conditions are applicable.

I understand that Curbstone has a best effort obligation organise this event, but I fully understand that track days and other car events can be dangerous, and accidents can always occur. Curbstone is not liable for these accidents.

I therefore agree to these conditions and waive any claim whatsoever against Curbstone arising under this agreement. I also agree:

- To always follow the directions of the organisers and instructors during any event organised by Curbstone and understand that the organisers and/or instructors are entitled to exclude from any further involvement a participant who drives recklessly or dangerously. I have read and will comply with the driving instructions mentioned on the Curbstone website ([www.curbstone.net/rules-behaviour.html](http://www.curbstone.net/rules-behaviour.html)) and stated in the safety briefing – I will attend this mandatory safety briefing before the start of the event.
- That seat belts must be always worn.
- That race helmets must be always worn during the events Curbstone organises on racetracks and at training facilities.
- I declare that I am 18 years or older (\*), I hold a full, valid driver's licence appropriate for the vehicle I intend to drive, and, if requested by Curbstone or the venue owners, agents or representatives, I will produce it for inspection. (\*if minors are admitted, this waiver must be signed by their legal representative: father, mother or tutor)
- For all events that Curbstone organises on road and on track, I declare that I am responsible for any damage I may cause to the circuit or road infrastructure, in particular the guard rails or any other facilities rented for the event and agree to reimburse the costs and / or other expenses thus incurred, based on a quote established by the operating company of the circuit or rented facility.

6. I hereby confirm that if I allow a Curbstone instructor to drive my car or the car I brought to the event for training purposes, and this instructor has an accident with the car, my insurance company will cover all the damage caused by this accident without any possibility for the insurance company, myself or others to (re)claim any amount from Curbstone or the Curbstone instructor.

7. I hereby confirm that I will comply with the pandemic measures taken by the authorities (social distancing, wearing of face mask, quarantine, etc.) where applicable. Curbstone will never be liable for (1) the effects of the pandemic measures, (2) the consequences (e.g. quarantine) if I do not comply with the pandemic measures or (3) the effects of a change in the pandemic measures taken by the authorities.

I confirm that I do not suffer from haemophilia and have no history of epilepsy, colour blindness or any other disease that affects the ability to distinguish flags or any other medical condition that could affect my ability to take part in this event.

I understand that Curbstone accepts no responsibility for any loss, theft, or damage goods, including vehicles, that I bring to this event, other than with the prior written approval of Curbstone.

I hereby acknowledge that I am aware of the risks mentioned above and that under the given circumstances, Curbstone is not liable for accidents (other than in cases of proven gross negligence/fraud on the part of Curbstone) and therefore no claim of any kind whatsoever, whether arising from my negligence, injudicious act or omission or otherwise, will be made by me or on my behalf or on behalf of any of my dependants against Curbstone or any of the following:

- Curbstone, its agents, employees, contractors, consultants, representatives, or assistants
- the event instructors
- any company or organisation connected with the event
- the owners or operators of race circuits or test facilities used
- any other driver or passenger taking part
- any participant or bystander at the event

If any part of this waiver is unenforceable, the enforceability of any other part of this waiver will not be affected.

Belgian law is applicable. Any disputes will be resolved by the courts from Brussels.

- I confirm that I wish to receive pictures after each Curbstone event I will attend. This service is included free of charge.
- I confirm that I wish to receive Curbstone mailings to keep me updated on the Curbstone calendar of events.
- I confirm that I give Curbstone consent to take pictures and videos of me and I acknowledge that my image may be shared on Curbstone social media. I consent to my image being used for the marketing of Curbstone activities. My image can appear in pictures and videos that Curbstone publishes.

Signature:	Date: ___/___/20___	<b>Curbstone N.V./ S.A.</b> (with Curbstone Azur being a division of Curbstone N.V./S.A.) Aarlenstraat 53 rue d'Arlon - 1040 Brussels - Belgium <a href="mailto:info@curbstone.net">info@curbstone.net</a> - <a href="http://www.curbstone.net">www.curbstone.net</a>
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Curbstone N.V./ S.A. is the controller of your personal data. Read our privacy statement and discover how we process your data and how you can exercise your GDPR-related rights: [www.curbstone.net/privacy-statement.html](http://www.curbstone.net/privacy-statement.html)

## 1. The Contract

**1.1.** A contract for the supply of the event booked with Curbstone N.V./S.A. Rue de Trèves 84, 1040 Brussels, Belgium. VAT number BE041659651 (hereinafter referred to as 'Curbstone') will be concluded only when the client (hereinafter referred to as the 'Client') has received confirmation from Curbstone that its booking (hereinafter referred to as the 'Booking') has been accepted. Once the Booking has been accepted and full payment has been made, a legally binding contract (hereinafter referred to as the 'Contract') will exist between both parties (hereinafter referred to as the 'Parties' and individually as the 'Party'). This also means that the Client will not have a reservation for the event until their payment has been made.

**1.2.** If the Client books (a) as a team, club, organisation, etc. or (b) for other persons/legal entities (a) and (b) hereinafter referred to as the 'Client's Participants'), the Client will be responsible for all the Client's Participants.

This also means that the Client must inform the Client's Participants about the Contract and its terms and conditions in order to oblige them to comply with these rules. If the Client's Participants fail to comply, the Client will be solely responsible for any damage that arises as a result, whether this damage is suffered by the Client, the Client's Participants, Curbstone or others (notwithstanding the right for Curbstone to take legal action against the Client's Participants).

The Client undertakes to hold Curbstone harmless in respect of all possible claims from the Client's Participants/passengers against Curbstone.

## 2. The Price and payment

**2.1.** The price (hereinafter referred to as the 'Price') for the event will be advertised on the website or in promotional literature. Curbstone reserves the right to alter the Price, where necessary, at any time prior to acceptance of the Booking. In such circumstances, the Client will have the right to cancel their Booking and receive a full refund.

**2.2.** Unless otherwise agreed by both Parties, payment in full of the Price for the event must be made by bank transfer.

## 3. Privacy Statement

Curbstone attaches great importance to protecting the Client's privacy and acts in this instance as controller of the personal data which the Client provides to Curbstone via its website, during its events or via emails.

The Client guarantees that the data they provide to Curbstone is their personal data, or that they have explicit consent from the corresponding individual to use it and disclose it to Curbstone in accordance with the applicable data protection legislation. Curbstone cannot be held liable for any consequences of providing inaccurate data.

### 3.1. Why does Curbstone process the Client's data?

Curbstone may use the personal or business data provided by the Client for the following purposes:

- Curbstone uses the Client's personal data for customer management purposes, for instance to allow the Client to book and/or participate in Curbstone events or to be able to respond to questions or requests from the Client.
- Curbstone uses pictures based on its legitimate interest to capture moments from its events. However, whenever an image right can be invoked (e.g., when someone is clearly the main subject of the picture), pictures will be processed only with the consent of the data subject in question.
- If the Client has given their consent, Curbstone may also use their personal data for direct marketing purposes by contacting the Client via email, phone, post, etc. with newsletters containing information about Curbstone and Curbstone partners and specific communications relating to Curbstone events for which the Client has registered.
- The Client's personal data may also be used for other marketing purposes or statistical research and to tailor Curbstone's products and services to meet the Client's needs more effectively, based on Curbstone's legitimate interest to carry out such activities.

### 3.2. How long will Curbstone store the Client's personal data?

- The Client's personal data will be stored for as long as required to comply with data retention obligations (e.g., bookkeeping), for as long as required for insurance purposes and to deal with responsibility and liability claims effectively, and for as long as required to respond to questions or requests from the Client.
- Where the Client has provided its consent for a specific data processing activity (e.g., direct marketing), their personal data will be stored until they withdraw their consent.

### 3.3. To whom may Curbstone disclose the Client's personal data?

- Curbstone may transfer the personal or business data provided by the Client to its corporate group (SRO Motorsport Group and Royal Automobile Club of Belgium). The privacy policies of these two entities can be found at [www.sro-motorsports.com/privacy-policy](http://www.sro-motorsports.com/privacy-policy) and [racb.com/privacy\\_policy-812.html](http://racb.com/privacy_policy-812.html), respectively.
- Curbstone uses third-party service providers. Where such providers use servers outside the European Economic Area, Curbstone will ensure that it provides appropriate safeguards for such transfers, such as the European Commission's Standard Contractual Clauses.
- Curbstone may also pass on the Client's data to third parties in the event of a legal obligation or a request by the police or judicial authorities, or if the Client has given their consent for their data to be shared.

## 3.4. What are the Client's rights?

- The Client has the right to ask Curbstone for access to their personal data, for rectification and erasure of their personal data, or for restriction of processing in relation to their personal data, and to object to processing. The Client also has the right to data portability and the right to lodge a complaint with a supervisory authority.
- Where the processing of the Client's personal data is based on consent, the Client has the right to withdraw their consent at any time.
- The Client has the right to object, on grounds relating to their particular situation, to the processing of their personal data based on Curbstone's legitimate interests, including profiling based on such interests.
- The Client has the right to object at any time to further processing of their personal data for direct marketing purposes.

They may exercise their rights by contacting Curbstone as indicated in the "How to contact Curbstone" section, below.

## 3.5. How to contact Curbstone

If the Client has any questions, concerns or comments regarding this Privacy Statement or if they wish to exercise their GDPR-related rights, they should contact Curbstone via email at [privacy@curbstone.net](mailto:privacy@curbstone.net), via telephone at +32 (0)2 287 09 85, or by writing to:

**Curbstone n.v./s.a.**  
**Data Protection Department**  
**Trierstraat 84**  
**1040 Brussels (Belgium)**

## 4. Curbstone Covid statement

Curbstone wants to give its clients the opportunity to take part in its events under the best possible conditions and will make every effort to ensure that they are able to do so. Curbstone reserves the right to cancel the Client's participation if the event and its organisation are affected by additional Covid security measures implemented by the local authorities, including restrictions, bans, border closures, or similar. In this case, the Client will be contacted as soon as possible. If the event is cancelled, the Booking fee will be fully refunded or, alternatively, Curbstone may offer the Client alternative dates or venues. Please note that under no circumstances will Curbstone be obliged to offer any additional reimbursement for any losses that are not related to the event booking fee.

## 5. Right for the Client to cancel

The Client may cancel their Booking by notifying Curbstone in writing or by email at any time up to 14 days prior to the event. In such cases, Curbstone will refund to the Client any booking fee paid, as follows:

- If Curbstone receives a cancellation notice more than 30 days prior to the event, the Client will receive a full refund of monies paid.
- If Curbstone receives a cancellation notice more than 20 days but less than 30 days prior to the event, the Client will receive a full refund less an administration charge equal to 30% of the price.
- If a cancellation notice is received by Curbstone more than 14 days but less than 20 days prior to the event, the Client will receive a full refund less an administration charge equal to 50% of the price.

Once accepted by Curbstone and unless stated otherwise in these conditions, the Client may not cancel their Booking for any reason less than 14 days prior to the event.

## 6. Cancellation by Curbstone

Curbstone will use its best efforts to comply with this Contract.

Nevertheless, Curbstone reserves the right to cancel the Contract between the Parties at any time if:

- (a) insufficient bookings have been taken to justify proceeding with the event (in such cases, Curbstone will inform the Client as soon as possible), or
- (b) the tracks used by Curbstone cancel or materially change the services they offer, or
- (c) any other matters arise which are beyond Curbstone's reasonable control.

Curbstone will endeavour to give as much notice of cancellation as possible and, in the event of cancellation, any booking fee will be refunded to the Client in full or, alternatively, Curbstone will offer alternative dates or venues, where possible.

Under no circumstances will Curbstone be obliged to offer any additional compensation for disappointment suffered.

## 7. Operating procedures and specific track requirements

**7.1.** Curbstone organises car events (e.g. track days, driver training, and roadbook events) and offers the Client a track, accommodation, catering, and so on.

Curbstone also acknowledges that car events can be dangerous if there are no rules and if Curbstone allows people to behave irresponsibly during a car event.

Therefore, Curbstone has drawn up a set of rules (hereinafter the 'Rules') which the Client can find on the Curbstone website (PRACTICAL section).

The Rules (including PREPARATION, TRACK DAY RULES AND BEHAVIOUR and WAIVERS) are an essential part of the Contract and the Client is obliged to study them in detail before coming to the event.

Curbstone's obligation (best effort obligation) is to offer the Client an appropriate environment where the Client can enjoy their car event.

The Client must at all times comply with the Rules and with (1) any additional Rules which Curbstone may communicate to the Client before the event and (2) all the regulations imposed by the circuit owner/operator.

The briefing (normally on the day of the event – exact location and timing will be sent to the Client prior to the event) is also mandatory, since additional information may be communicated during this briefing.

Failure to comply with the Rules or to attend the briefing on the day of the event is deemed a serious breach of contract.

As a result:

- Curbstone may ban the Client concerned and/or their passengers/Client's Participants from the circuit. In such circumstances, Curbstone will not be obliged to offer any compensation.
- Under no circumstances may Curbstone be held liable for any damage suffered by the Client or the Client's Participants.
- The Client may be held liable for damage suffered by Curbstone or others.

**7.2.** As previously mentioned, the Client is wholly responsible for the obligation of the Client's Participants to follow the Rules.

**7.3.** In addition the Client, their passengers/Client's Participants and the Client's vehicle must comply with any rules and regulations imposed by the circuit (example e.g.: noise limits in dB). The Client, their passengers and the Client's Participants will also be required to sign an indemnity/waiver containing the following text on the day of the event: SEE THE TEXT ON PAGE 1 OF THIS DOCUMENT.

**7.4.** Once again, Curbstone will not be obliged to offer any compensation if the circuit, at its absolute discretion, refuses to allow the Client, their passengers, the Client's Participants or the Client's vehicle onto the track.

## 8. Liability

**8.1.** Notwithstanding the Rules established by Curbstone, vehicles travelling at speed can be dangerous and cause damage. This risk can never be avoided (even with the Rules established by Curbstone), a fact which must be recognised by the Client.

Accidents can occur at any time. Curbstone cannot be held liable for accidents or for any damage to any vehicle or other property as a result of any accident. Consequently, if the Client is concerned about their vehicle or third-party liability, they must ensure that their vehicle is insured for track use.

Curbstone is liable only in the event of proven fault/gross negligence/fraud.

**8.2.** The Client is liable for any damage suffered by Curbstone in the event of a breach of contract by the Client/the Client's Participants.

**8.3.** Curbstone will not be liable towards the Client for any failure to honour the Client's booking or for any delay to their Booking which is caused by any event or circumstance beyond Curbstone's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, breakdown of systems, or flood, fire, explosion, accident or pandemic. In particular, no refunds (either for travel or for the cost of the track day/event) will be given in the event of the track being unfit for use as a result of inclement weather or other circumstances beyond Curbstone's reasonable control. Likewise, Curbstone will not be liable if travel delays result in failure to arrive at the track on time or at all. No refunds (either for travel or for the cost of the car event) will be given in the event of the Client or their vehicle being declared unfit to use the track. The Client is referred to the Rules with regard to the specific regulations that apply.

**8.4.** Unless precluded by law, none of the Parties will be liable towards the other Party for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill), however they arise.

**8.5.** If one of the Parties is liable in any way, such liability will always be limited to a maximum amount equal to the Price (except in the case of proven fraud).

This limitation does not include potential damage to the circuit or road infrastructure in the event of an accident. In such cases, the Client is fully liable for any potential damage which they, their passengers or the Client's Participants may cause to the circuit facilities, in particular the guard rails, or any other facilities rented for the event. The Client agrees to reimburse the costs and/or other expenses thus incurred, based on a quote established by the operating company of the circuit or rented facility.

**8.6.** Nothing in these terms and conditions is intended to limit any rights which one of the Parties may have as a consumer under the applicable local law or other statutory rights which may not be excluded, or in any way to exclude or limit Curbstone's liability towards the Client for any death or personal injury resulting from Curbstone's gross negligence.

## 9. Invalidity

If any part of these terms and conditions is unenforceable, the enforceability of any other part of these conditions will not be affected.

## 10. Entire agreement

These terms and conditions, together with Curbstone's current prices and Rules, the booking form and the contact details, set out the entirety of the Contract relating to the supply of the services to the Client by Curbstone. Nothing said by any sales person on Curbstone's behalf should be understood as a variation of these terms and conditions or as an authorised representation concerning the nature of the services offered by Curbstone.

Except in cases of fraud or fraudulent misrepresentation, Curbstone will have no liability in the event of any such representation being untrue or misleading.

## 11. Notices

All notices from the Client to Curbstone must be in writing and must be sent to Curbstone's contact address at Curbstone N.V./S.A. Rue de Trèves 84, 1040 Brussels, Belgium. All notices from Curbstone to the Client will be sent by email or to the address set out on the booking form.

## 12. Governing law – competent courts

The Contract is governed by and interpreted in accordance with Belgian law. The competent Belgian courts in Brussels will have jurisdiction to resolve any disputes between the Parties.