



REGULATION

HILL CLIMB GRAND PRIX OF AUSTRIA

37th . INTERNATIONAL RECHBERGRACE

24.04. - 26.04.2009

FIA EUROPEAN HILL CLIMB CHAMPIONSHIP
FIA HISTORIC HILL CLIMB CHAMPIONSHIP
AUSTRIAN HILL CLIMB CHAMPIONSHIP

FIA CENTRAL EUROPEAN ZONE HISTORIC HILL CLIMB TROPHY
AUSTRIAN CHAMPIONSHIP FOR HISTORIC VEHICLES

1.3 Official notice board

All communications and decisions, as well as the results, shall be posted on the official notice boards, which are located as follows: at the bus of the race control in Tulwitz and in the Parc Fermé, Rechberg-Dorf.
The board in Rechberg-Dorf defined only for the results !

2 GENERAL CONDITIONS

- 2.1 The event shall be organised in conformity with the provisions of the FIA International Sporting Code, the List of Requirements for Organisers of the FIA European Hill-Climb Championship and the FIA Regulations for the Historic Hill-Climb Championship, the National Sporting Code if applicable and the provisions of these Supplementary Regulations.
- 2.2 By entering the competition, the participants agree to abide by the above provisions and abandon all recourse to arbitrators or courts not provided for in the FIA International Sporting Code.
- 2.3 Any person or association organising or taking part in the event and failing to comply with these provisions shall have their licence withdrawn.
- 2.4 The event counts towards the following Championships:
- FIA European Hill Climb Championship
 - FIA Historic Hill Climb Championship
 - Austrian Hill Climb Championship
 - FIA Central European Zone Historic Hill Climb Trophy
 - Austrian Championship for Historic Vehicles

2.5 Course

The event will be run on the RECHBERGSTRASSE course, which has the following characteristics:

length:	5,050 m	start: Tulwitz
average incline:	5.3%	finish: Rechberg-Dorf

3 Eligible vehicles

- 3.1. All vehicles complying with the prescriptions of the FIA Appendix J resp. K for the following groups are eligible to take part:

- 3.1.1 **EHC:**
- | | |
|---|---|
| Category I - Production Cars | |
| Group N | - Production Cars |
| Group A | - Touring Cars (including World Rally Cars + Super 1600) |
| Group SP | - Super Production Cars |
| Group S20 | - Super 2000 Cars (Rally and circuit) |
| Group GT | - Grand Touring Cars (GT1 and GT2 and GT3 combined) |
| Category II - Production Sports Cars | |
| Group CN | - Production Sports Cars |
| Group D/E2-SS (Single-seater) | - International Formula or Free Formula single seater racing cars with a cylinder capacity of 3000 cm ³ or below |
| Group E2-SC (Sports cars) | - Two-seater racing cars, open or closed, built specially for speed races, with a cylinder capacity of 3000cm ³ or below |
| Group E2-SH (Silhouette) | - Touring type cars having the appearance of a 4-seater large scale production vehicle |

Under certain circumstances, Group A and N cars are permitted to participate for four years after the expiry of their homologation (see these conditions in article 4. of the "FIA European Hill-Climb Championship" regulations).

Others:

Group E1 -OSK, H (OSK), A-Diesel (OSK)
Group E1 INT
Group E2 over 3000 cc

- 3.1.2 **Historic HC & CEZ Historic HT:**
- | |
|--|
| <u>Category 1 (C, D, E, F, G 1, GR)</u> |
| Category 1 (SAL 1-4, OT 1-4, OS 1-8, T 1-15, GT 1-17, TC 1-15, GTS 1-17) |
| Category 1 (TSRC 1-18, GTP E-F, HST 1-5, HS 2-3 2-seat) |
| <u>Category 2 (G2, H1, HR)</u> |
| Category 2 (T 16-25, TC 16-25, GT 18-27, GTS 18-27) |
| Category 2 (TSRC, HST, S 2/1) |
| <u>Category 3 (H2, I, IR)</u> |

Category 3 (T 26-35, TC 26-35, GT 28-37, GTS 28-37)
 Category 3 (TSRC, HST)
Category 4 (C, D, E, F, GR, HR, IR)
 Category 4 (GP 8-15, V 6-9, HS 2-3 single-seat, F1/1, F2/1, F3/1)
 D1 1919-1953 no capacity limitation
 Category 4 (Single Seat)
 D2 1954-1982 up to 1600 cm³
 D3 1954-1982 up to 2000 cm³
 Category 4 (FJ1, FJ2)
 D4 Front engine
 Category 4 (FJ1, FJ2)
 D5 Rear engine

3.1.3 Austrian Championship for Historic Vehicles: As per separate Standard Regulation

3.1.4 The eligible vehicles for all other National Championships and Trophies are defined in the individual approved regulations.

3.2. The vehicles will be divided up into the following cylinder capacity classes:

3.2.1 EHC:

<u>Category I</u>	up to 1400 cc between 1400 and 1600 cc between 1600 and 2000 cc between 2000 and 3000 cc over 3000 cc
<u>Category II</u>	up to 1600 cc between 1600 and 2000 cc between 2000 and 3000 cc over 3000 cm ³ (E2-Silhouette only)
Others:	Group E1-INT up to 1400 cc up to 1600 cc up to 2000 cc over 2000 cc
	Group E2 : over 3000 cc

3.2.2 Historic HC & CEZ Historic HT: according to Hist. HC Regulations Art. 2 & CEZ Hist. HT Regulations Art. 4.1

3.2.3 Austrian Championship for Historic Vehicles: As per separate Standard Regulation

3.3. Additional Restrictions

3.3.1 For Group E2, other than Article 277 of Appendix J, the following restrictions must be respected:
 - Minimum weight: This is the real weight of the car without driver and his equipment. At no time during the event may a car weight less than the minimum weight:

<u>E2 Single-seater and E2-Sportscars</u>	
Up to 1150 cm ³	360 kg
From 1150 cm ³ to 1400 cm ³	420 kg
From 1400 cm ³ to 1600 cm ³	450 kg
From 1600 cm ³ to 2000 cm ³	470 kg
From 2000 cm ³ to 3000 cm ³	560 kg
<u>- E2-Silhouette</u>	
Up to 1000 cm ³	500 kg
From 1000 cm ³ to 1400 cm ³	550 kg
From 1400 cm ³ to 1600 cm ³	580 kg
From 1600 cm ³ to 2000 cm ³	620 kg
From 2000 cm ³ to 3000 cm ³	700 kg
From 3000 cm ³ to 4000 cm ³	780 kg
From 4000 cm ³ to 5000 cm ³	860 kg
From 5000 cm ³ to 6500 cm ³	960 kg

The ballast used must comply with Article 259.4.2 of Appendix J and must consist of a maximum of two blocks weighing 10 kg each.

- Fuel: In conformity with Article 259.6.1 of Appendix J.
- Bodywork:
- E2- Spots cars: In conformity with the first paragraph of Article 259.3.7.6 and Article 259.3.7.7 of Appendix J.

The structural volume of the drivers' compartment must be symmetrical in relation to the longitudinal centreline of the car. Closed cars must be fitted with a windscreen and two doors (one on each side of the compartment).

The bodywork must cover all the mechanical components; only the exhaust and intake pipes, as well as the top of the engine may extend beyond it.

The bodywork must overhang the wheels in such a way as to cover them effectively over at least one third of their circumference and extend over at least the entire width of the tyre. Behind the rear wheels, the bodywork must extend below the rear wheel centreline.

- **E2-Silhouette:** The shape of the windscreen must correspond to that of the windscreen in the reference car.

- **Bodywork facing the ground:** Between the rear edge of the complete front wheels and the front edge of the complete rear wheels, all sprung parts of the car visible from underneath, situated laterally at more than 50 cm from the longitudinal centreline of the car, must not be less than 40 mm from the ground, in all circumstances, with the driver on board.
- **Rear overhang:** No part of the car shall be located more than 800 mm behind the axis of the rear wheels.
- **Height:** No part of the aerodynamic structure may be located more than 90 cm above the ground.

3.3.1 The vehicles of the FIA Historic Championship must comply with the regulations of the FIA for the Historic Hill Climb Championship. In the case of supercharging, the nominal cylinder capacity will be multiplied by 1,4 and the car will pass into the class corresponding to the fictive volume thus obtained.

3.4 The safety equipment of all vehicles must comply with the FIA Appendix J or K resp.

3.5 Any vehicle with insufficient safety features or not complying with the regulations shall not be admitted to or shall be excluded from the event.

3.6 Only fuel which complies with the provisions of Appendix J or K resp. may be used.

3.7 Any form of pre-heating the tyres before the start (mechanical, such as spinning of the wheels, electrical, such as heating blankets, or other devices in the paddock, or starting area) is prohibited and may result in exclusion.

4 Drivers' safety equipment

4.1 The wearing of a safety belt and a crash helmet complying with the standards approved by the FIA is obligatory during the practice heats and the race.

4.2 Drivers are strictly obliged to wear fire-resistant overalls (including a mask or baclava, gloves, etc.) complying with the current FIA standard during the practice heats and the race.

4.3 It is a must from 2009 by all listed events in the international FIA calendar to use a FIA approved head restraint system (for the CEZ & ÖABM event as per separate Standard Regulation). For historic cars the wearing of an FIA-approved head restraint system is mandatory for TGP and F1 cars of Period G and onwards where the construction of the vehicle makes it practical to do so and it is recommended for other historic cars.

5 Eligible competitors and drivers

5.1 Any person or legal entity holding a competitor's licence valid for the current year shall be eligible.

5.2 Drivers must also be in possession of an international competition licence valid for the current year.

5.3 Foreign competitors and drivers must be in possession of written authorisation to take part in the event from the ASN which issued them with their licence(s) (even taking the form of just a note on the licence).

6 Entries liability and insurance

6.1 Applications for entry shall be accepted following publication of the supplementary regulations, and should be sent to the following address:

StAMK ZV Muerztal	Tel.:	+43 (0) 3862 53261 and +43 (0) 664 1312639
Rebenweg 9, A-8600 Bruck/Mur - Oberaich	Fax:	+43 (0) 3862 57733;
	E-mail:	m-sc-bruck@gmx.at

CLOSING DATE FOR ENTRIES: 15. 04. 2009 – at 12.00 p.m.

Entries made by telegram, fax or e-mail must be confirmed in writing before the close of entries, providing the information requested on the official entry form.

Historic Cars : A photocopy of the first page of the Historic Technical Passport of the car entered must be enclosed with the entry.

- 6.2 The maximum number of participants admitted in total is 180. If there are more than 180 entries they will be accepted by the date of entry and if it is accompanied by the entry-fee.
- 6.3 There may be a change of vehicle after the close of entries and up to the completion of the checks on the competitor concerned, provided that the new vehicle belongs to the same group and the same cylinder capacity class (Article 3.2) as the other vehicle being replaced.
- 6.4 No change of competitor may take place after the close of entries. Changes of driver are authorised in accordance with Article 121 of the ISC. The replacement driver, who must hold a valid licence or licences as well as authorisation from his ASN, must be named before the administrative checks are carried out for the vehicle concerned.
- 6.5 Double starts (1 driver for 2 vehicles or 1 vehicle for 2 drivers) are not authorised.
- 6.6 **Entry fees**
The entry fees shall be € 150,00 and is to be paid as follows:
Raiba Niklasdorf, bank account no. 2039303 BLZ : 38460
IBAN: AT33384600002039303 BIC: RZSTAT2G460
- 6.7 An entry shall only be accepted if it is accompanied by the entry fees and received by the deadline set in Article 6.1.
- 6.8 In all cases, the entry fees include the competitor's and driver's Civil Liability insurance premium, as well as the necessary start numbers.
- 6.9 The entry fees shall be refunded in full if the entry is not accepted or the event is cancelled.
- 6.10 Each participant shall take part on his own responsibility. The organiser shall refuse to accept any liability for personal injury or damage to property vis-à-vis competitors, drivers, assistants and third parties. Each competitor/driver shall be held solely responsible for his own insurance.
- 6.11 In accordance with legal regulations, the organiser has taken out an insurance policy or policies covering the following risks: third party Civil Liability up to € 10.000.000,00 for each case.
Within this amount property damages of € 20.000,-- are included as well.
With their licence Austrian licence holders are covered up to € 11.000,00 in case of death or permanent disability respectively up to € 13.000,00 for recovery expenses.
In addition cost for return transport are covered with max. € 7.300,00.
- 6.12 The Civil Liability insurance taken out by the organiser shall apply for the entire duration of the event, not only during official practice and the heats of the race but also during trips from the parking area to the track and back.

7 Reservations, official text

- 7.1 The organiser reserves the right to add to his supplementary regulations or to issue additional conditions or instructions which will form an integral part of them. He also reserves the right to cancel or stop the event in the case of insufficient participation, force majeure or unforeseeable events, without being under any obligation whatsoever to provide compensation.
- 7.2 Participants shall be informed of any amendments or additional conditions as soon as possible via dated and numbered information bulletins which shall be posted on the official notice board(Art.1.3.)
- 7.3 Any cases not provided for in the supplementary regulations shall be decided by the stewards.
- 7.4 Only the English version of these supplementary regulations shall be considered as the official text.

8 General Obligations

8.1 Start numbers

- 8.1.1 The organiser shall provide each participant with 2 sets of start numbers which shall be clearly displayed on both sides of the vehicle throughout the entire duration of the event. Vehicles without correct start numbers will not be allowed to start the event.
- 8.1.2 The organiser shall be responsible for allocating the start numbers.
- 8.1.3 At the end of the event, before leaving the Parc Fermé or the paddock, the numbers on vehicles driving on public roads must be removed.

8.2 Starting arrangements

- 8.2.1 Drivers must place themselves at the disposal of the clerk of the course at least one hour before the start. The drivers shall accept the consequences should they be unaware of any conditions or modifications to the timetable which might be decided prior to the start.
- 8.2.2 The participants shall take their place in the starting file at least 10 minutes prior to their starting time. Any driver who fails to report to the start at his scheduled starting time may be excluded from the event.

8.3 Advertising

- 8.3.1 Any advertising may be affixed to the vehicles, on condition that it complies to the FIA and OSK regulations and is not offensive. No advertising may be affixed to the side windows.

8.4 Flag signals, track behaviour

- 8.4.1 The following flag signals may be used during practice and the race, and must be strictly observed:

☞ red flag	Stop immediately and definitively
☞ yellow flag*	Danger, absolutely no overtaking
☞ blue flag	Competitor attempting to overtake
☞ yellow flag with vertical red stripes	Slippery surface, change in grip
☞ green flag	Track clear again
☞ black and white chequered flag	End of the heat (finish line)
* Flag waved	Immediate danger, be prepared to stop
* Two flags together	Serious danger

- 8.4.2 It is strictly forbidden to drive a vehicle across or in the opposite direction to the direction of the race, unless instructed to do so by the marshals or the clerk of the course. Any breach of this regulation shall result in exclusion, with the possible addition of other sanctions and the transmission of the case to the ASN concerned.
- 8.4.3 If a driver is obliged to stop his heat owing to mechanical failure or other problems, he must immediately park his vehicle away from the track and leave it, and obey any instructions given by the marshals.

9 ADMINISTRATIVE CHECKS AND SCRUTINEERING

9.1 Administrative checks

- 9.1.1 Administrative checks shall take place at TULWITZ / TOWNHALL on 24.04.2009 **from 10.00** a.m. to 07.30 p.m.
- 9.1.2 The participants must report for the checks in person.
- 9.1.3. The following documents must be presented: competitors' and drivers' competition licences, technical passport. Foreign participants must also present written authorisation from their ASN, if this was not enclosed with their entry or specifically noted on their licence.

9.2 Scrutineering

- 9.2.1 Scrutineering shall take place at TULWITZ/ near PADDOCK on 24.04.2009 from **12.00** a.m. to 07.30 p.m.
- 9.2.2 Participants are obliged to accompany their vehicle at scrutineering, so that identification and safety checks can be carried out.
- 9.2.3 The valid Homologation Form and/or the ASN technical passport resp. the Historical Technical Passport of the vehicle where applicable must be presented on request. Otherwise, scrutineering may be refused.
- 9.2.4 Participants reporting for scrutineering after their scheduled time shall be liable to a penalty which may go as far as exclusion, at the stewards' discretion. However, the stewards may decide to allow the vehicle to be scrutineered if the competitor/driver can prove that their late arrival was due to force majeure.
- 9.2.5 Scrutineering does not constitute confirmation that the vehicle complies with the regulations in force.
- 9.2.6 After scrutineering has been completed, the list of participants authorised to take part in practice shall be published and posted by the organiser.

10 RUNNING OF THE EVENT

10.1 Start, finish, timekeeping

- 10.1.1 The start will take place with the vehicle stationary and the engine running. The stewards of the meeting and the clerk of the course are free to modify the starting order according to the circumstances.

- 10.1.2 No vehicle may take the start outside its own Group respectively Historic-Category unless expressly authorised to do so by the stewards.
- 10.1.3 Any vehicle which has triggered the timing apparatus shall be considered as having started, and will not be granted a second start.
- 10.1.4 Any refusal or delay in starting will result in exclusion.
- 10.1.5 The finish shall be a flying finish. The heat ends when the vehicle crosses the finish line; the vehicle must reduce speed. It is absolutely necessary to follow the instruction of the marshals.
- 10.1.6 Timing shall be carried out using photoelectric cells accurate to at least 1/100 of a second.

10.2 Practice

- 10.2.1 It is strictly forbidden to practise outside the times scheduled for official practice.
- 10.2.2 Official practice shall take place in accordance with the detailed timetable drawn up by the organiser.
- 10.2.3 Only vehicles which have passed scrutineering shall be allowed to start the practice heats.
- 10.2.4 The conditions for admission to the start of the heats of the race are as follows: a minimum of 3 finished practice heats. Special cases shall be submitted to the stewards of the meeting.

10.3 Race

- 10.3.1 The heats of the race shall take place in accordance with the timetable drawn up by the organiser.
- 10.3.2 The race shall be run over 2 heats. A driver not classified in the 1st heat is not entitled to start in the 2nd heat.

10.4 Outside assistance

- 10.4.1 Any outside assistance will result in exclusion.
- 10.4.2 Vehicles which have stopped along the route may only be towed away by order of the clerk of the course.

11 PARC FERME, FINAL CHECKS

11.1 Parc Fermé

- 11.1.1 At the end of the event, Parc Fermé rules shall apply between the finish- line and the entrance to the parc fermé.
- 11.1.2 At the end of the event, all classified vehicles shall remain in the Parc Fermé until indication to the contrary is given by the clerk of the course with the approval of the stewards. Parc Fermé rules shall not be lifted until the period of time allowed for the lodging of protests has expired.
- 11.1.3 For the "Historic Vehicles" and modern cars up to Group GT & E1-OSK/INT the Parc Fermé is located at "Rechbergdorf", in the finish-area. For the "Cat.2 cars" the Parc Ferme is located in Tulwitz in the pre start area.

11.2 Additional checks

- 11.2.1 Any vehicle may be subjected to additional checking by the scrutineers, at anytime during the event.
- 11.2.2 At the request of the stewards, whether spontaneously or following a protest, a vehicle may be impounded after the finish and subjected to complete and detailed scrutineering entailing the dismantling of the vehicle.
- 11.2.3 Special checks (weighing, etc.) shall take place at Tulwitz or at a place to be determined yet.

12 CLASSIFICATIONS, PROTESTS, APPEALS

12.1 Classifications

- 12.1.1 The conditions for drawing up the classifications are as follows: classification is based on the total times of both heats.
- 12.1.2 The rule for deciding between competitors in the case of a tie is as follows: the best time in one of the two heats.
- 12.1.3 The following classification shall be drawn up:

- FIA European Hill Climb Championship -Total Classification
(Group N+A+SP + S20+GT+CN+D/E2-SS, E2-SC, E2-SH)
- FIA European Hill Climb Championship - Classification for each Group
(N, A, SP, S20, GT ,CN,D/E2-SS, E2-SC, E2SH)

- FIA European Hill Climb Championship for Historic Vehicles – General Classification of all Categories together
- FIA European Hill Climb Championship for Historic Vehicles – Classification of each of the Categories
- FIA European Hill Climb Championship for Historic Vehicles – Classification by cylinder capacity class

- International Hill Climb Race - Total Classification
- International Hill Climb Race - Classification acc. to cylinder Classes as per Art3.2.1
- Austrian Hill Climb Championship
- FIA Central European Zone Historic Hill Climb Trophy
- Austrian Hill Championship for Historic Vehicles

12.2 Protests

- 12.2.1 The lodging of protests and the deadlines to be observed shall be in accordance with the provisions of the FIA International Sporting Code.
- 12.2.2 The deadline for the lodging of protests against the results or the classification (Article 174d of the ISC rule) shall be 30 minutes after the posting of the results on the official notice board.
- 12.2.3 The deposit for protests is set at € 250,00 and is to be paid in cash. The deposit shall be refunded only if the protest is upheld.
- 12.2.4 Mass protests and protests regarding timekeeping or the decisions taken by the judges of fact are not accepted. In case of any video or electronic evidence decisions taken by the judges of fact may be abolished by the stewards.
- 12.2.5 The right to protest can only be exercised by competitors who are duly entered in the event, or by their representative(s) holding a written proxy (original document).
- 12.2.6 In the event of a protest necessitating the dismantling of the vehicle, the resulting estimated costs shall be guaranteed by a deposit to be specified by the stewards. The deposit must be paid within the period specified by the stewards in order for this check to be carried out.

12.3 Appeals

- 12.3.1 The lodging of an appeal and the related costs shall be in accordance with the provisions of the FIA International Sporting Code.
- 12.3.2 The deposit for national appeals is set at € 800,00.

13	PRIZES AND CUPS, PRIZE-GIVING CEREMONY
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13.1 Prizes and cups

- 13.1.1 The following prizes, cups and trophies shall be awarded:

a) Total Classification of all EHC-Championship Groups together:

1 st place	€ 530,00	2 nd place	€ 270,00
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Classification as per each EHC-Championship Group:

1 st place	€ 430,00	3 rd place	€ 240,00
2 nd place	€ 370,00	4 th place	€ 170,00

Classification as per each EHC-Championship Cylinder Class:

1 st place	€ 65,00
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b) International Hill Climb Race all Groups:

1 st place in the Group	€ 300,00
2 nd place in the Group	€ 150,00
3 rd place in the Group	€ 75,00

In case of 3 Starters per group	1 Cash-price,
In case of 5 Starters per group	2 Cash-prices and
in case of more than 5 Starters per group	3 Cash-prices will be awarded.

Classification of every Cylinder Class	1 st place € 50,00
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c) Historic Hill Climb Championship: The first competitor in each category will get a trophy.

d) Austrian Championship for Historic Vehicles: The first competitor in each class will get a trophy.

13.1.2 Cups in kind which have not been collected within one month after the event shall remain the property of the organiser. No prizes will be sent.

13.1.3 Cash-Prizes have to be collected in person during Prize-giving ceremony otherwise they remain with the organizer.

13.1.4 Only Cash-Prizes within the EHC are commutative in all other cases only the higher amount out of the possible classifications will be paid.

13.2 Prize-giving ceremony

13.2.1 It is a point of honour that all participants should attend the prize-giving ceremony.

13.2.2 The prize-giving ceremony shall take place on 26.04.2009 at app. 07.00 p.m. at Fladnitz/Teichalm (Pfarrsaal).

14 SPECIAL PROVISIONS – Attention!!!

14.1 Special Provisions of the Organiser

14.1.1 On return from the parking area and Parc Fermé at the finish back to the paddock, **all drivers are strictly obliged to wear safety belts. Wearing of crash helmets is obligatory for drivers of single- and two-seater racing cars** and is recommended for drivers of touring cars. Furthermore, it is **strictly forbidden** to take any person on board during the return voyage.

In addition it is not acceptable to stop the car on the return voyage from the finish to the starting area. In case of any violation the competitor will be reported to the stewards for any kind of sanctions.

14.1.2 The drivers must follow the instructions of the officials.

14.2 During the event a demonstration with racing-carts will be carried out after the practice-runs and the heats. This demonstration will be organised according to the ISC, Cap.II, Art. 22c.

14.3 **The drivers briefing / information will be given in written form and handed over to each competitor during administrative checks.**

Failure to adhere to these provisions shall result in penalisation by the stewards, which may go as far as exclusion from the event.

15 Non-liability Clause

The participants are aware of, understand and fully accept the risks and dangers involved in motor racing. Should a participant be injured during an event, he explicitly declares through his entry for the event that he approves all medical treatment, rescue and transportation to hospital or other emergency facilities. Such measures will be adopted by personal appointed specifically for this purpose by the promoter, to the best of the personal knowledge and following their assessment of the participant's condition. The participant undertake to assume all related costs, provided such costs are not covered by the licence accident insurance or other insurance policies.

The participants hereby wave all direct and indirect claims for compensation from OSK, its officials, the promoter and / or organizer or the racing circuit owners, from any other person or association linked with the event (including all officials and authorities or bodies who have granted licences for the event), and from other entrants and drivers / riders, hereinafter referred to as "the parties". The participants do so for themselves and their legal successors, and consequently for any insurance company with whom they may have concluded additional policies.

In submitting their entries for this event the participants hereby declare that they irrevocably and unconditionally waive all rights, appeals, claims, demands, acts and / or proceedings which they themselves might institute or which might be instituted by third parties acting on their behalf against "the parties". The participants do so in connection with injury, loss, damage, costs and/or expenses (including lawyers' fees) which they may incur due to an incident or accident as part of the event. In submitting their entries for this event the participants declare irrevocably that they discharge, release me and relieve "the parties" for all time from any liability for such losses, and that they shall guard them against such losses and hold them harmless.

In submitting their entries for this event the participants declare that they understand the full significance and repercussion of this present declarations and agreements, that they are entering into such obligations of their own free will, and in doing so irrevocably wave all right of action for damages against "the parties", insofar as permissible as Austrian law currently stands. The participants in any case renounce for themselves and their legal successor all claims against "the parties", therefore in particular against the OSK , its officials, the promoter and /or the organizer or the racing circuit owners, and against the authorities or bodies who have granted licences for the event, regarding damage, loss, harm or injury of any kind connected with a typical sports risk, in particular any typical and foreseeable damage, loss, harm or injury. This applies also in the event of minor negligence on the part of "the parties".

16 Arbitration agreement for regulations

- a) Any dispute arising between the participants and the OSK or its officials, and the promoter and/or organizer, and between the OSK or its officials and the promoter and /or organizer, as a result of claims (personal injury, damage to property or financial damage) in connection with the motor racing event, training sessions or races shall be settled definitely by an arbitration tribunal to the exclusion of the courts of general jurisdiction.
- b) The arbitration tribunal shall consists of three arbitrators, namely the umpire and two assessors. The umpire shall be a lawyer or former judge and have experience of liability matters in connection with motor racing.
- c) Each party shall appoint an assessor within two weeks of notification of the intent to initiate arbitral proceedings. Should the dispute be referred by several claimants or be levelled at several defendants, the arbitrator shall be appointed by agreement between the joined parties. The assessors shall elect the umpire. Should the assessors be unable to agree on the person of the umpire within two weeks, the umpire shall be appointed by the president of the Vienna chamber of lawyers upon application by an assessor, with due regard to clause b). the assessors shall however be free at anytime to replace the umpire appointed in this way by another umpire by mutual agreement.
- d) Should a party fail to appoint its assessor within two weeks of receiving the written request from the opposite side, or should several joined parties be unable to agree on an assessor within that period, the assessor shall be appointed by the President of the Vienna Chamber of Lawyers on the motion of the other party. The same shall apply should an assessor withdraw from office and the party concerned not appoint a successor within two weeks.
- e) Should an arbitrator not assume office, refuse to discharge his duties, cause improper delay or become unfit to act, the aforementioned provisions shall apply according for the appointment of a replacement. The arbitrator concerned shall be dismissed at the same time.
- f) The arbitration tribunal shall in principle be free to conduct its proceedings as it sees fit, with due regard for the subsidiary legal provisions. The tribunal shall sit in Vienna. The arbitration tribunal may also investigate without petition any circumstances with it seems necessary to clarify the facts of the case, and take evidence.
- g) The arbitration tribunal shall decide by simple majority. The tribunal shall state the full reason for its award. It shall also decide on cost apportionment for the costs of both the arbitration proceedings and the legal representation. The arbitrators shall be remunerated in accordance with the provisions of the Austrian lawyers' scale of charges.
- h) The arbitration tribunal shall also be entitled to the exclusion of the courts of general jurisdiction to issue injunctions, provided the opposing party is first given an opportunity to express its views. An injunction may be lifted upon petition in the event of a significant change in circumstances.
- i) Sports jurisdiction shall remain unaffected by the present Arbitration Agreement.

The President

E. Seitingner

The Clerk of the Course

J. Schiester

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„Österreichischer Automobil-, Motorrad- und Touring Club“
Oberste Nationale Sportkommission f.d. Kraftfahrtsport

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The chairman
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