



TO BE READ AND SIGNED BY EACH STAKEHOLDER BEFORE ALLOWING ALL OF ITS ATTENDEES TO ACCESS TO EACH EVENT OF THE PURE ETCR 2021

I, the representative of the Stakeholder (hereinafter referred to as the “Stakeholder”):

Full name: Mert Gucluer

Company name: EMSO

Phone number: 905309700412

Acknowledges, declares, accepts, agrees and undertakes to comply with the following:

1. Due to the global Covid-19 pandemic and the specific health risks it implies for all population, which may result in serious illness and death, for the purpose of organizing and staging the PURE ETCR Electric Touring Car Series (being referred to as the “PURE ETCR” or the “Series”, and each round of the PURE ETCR is known as an “Event”), and preserving the health of all attendants in each Event of the Series, to the most secure extent possible, the promoter of the PURE ETCR, Eurosport Events Limited (“EEL”), together with the Circuits and any other relevant party involved in staging the Event (collectively the “Organizers”), have adopted several rules, protocols and recommendations which are aimed to mitigate the risks of infection.
2. The Stakeholder acknowledges that, in order to be able to participate to the Series in 2021, it shall comply, and make sure that all its representative, employees, contractors, agents, representatives, consultants, and any other individuals that the Stakeholder sends to each Event (the “Attendees”) comply with all the rules and protocols implemented by the Organizers, which can evolve during the 2021 season, including the Covid-19 Code of Conduct implemented by the FIA.
3. The Stakeholder, on its behalf and on behalf of all its Attendees, acknowledges that likewise, any further, without limitation, law, regulation, protocol and/or requirement having, without limitation, governmental, administrative, national, local nature applicable in connection with each Event and/or in connection to the Circuits or territories where the Event is being held, will also automatically apply and be of mandatory observance and compliance by the Stakeholder and its Attendees.
4. By signing the present disclaimer, the Competitor warrants and acknowledges that all Attendees voluntarily participate in the concerned Event under special safety and health measures and that they have had, and will have, prior to the start of each Event either:
 - a. a PCR test that is negative; or

- b. a completed full and valid Covid-19 vaccination certificate; or
 - c. a valid certificate stating that they have recovered from Covid-19.
- 5. The Stakeholder declares to understand that the personal behaviour of each Attendee involved in the Events, shall have a great impact on the effectiveness of the preventive measures implemented by the Organizers, and thus, the Stakeholder agrees accepts and undertakes to:
 - a. List the names of each Attendee in Appendix 1 of the present Stakeholder Disclaimer;
 - b. Add the names of the Attendee(s) that may change during the PURE ETCR 2021 season;
 - c. Provide EEL with the present Stakeholder Disclaimer fulfilled and signed;
 - d. Specifically acknowledges that a., b and c, above are mandatory conditions prior to any and all Attendees being able to take part of each Event, and to obtain a valid pass to such Event.
- 6. In relation to the Event, the Stakeholder acknowledges that in case any Attendee, during the 14 days prior to each Event, (i) has been infected by the Covid-19 virus, (ii) has experienced any symptoms that may be compatible with Covid-19, (iii) has been in contact with a third person who may have been infected by Covid-19: the Stakeholder shall promptly inform the Organizers, and agrees and takes the responsibility that such Attendee(s) will not attend or take part in the Event as long as he/she has not taken a PCR test which results determine that she/he is infected or not by the Covid-19. Before such results, the Stakeholder commits that such Attendee(s) will immediately withdraw from the Event and ensure that her/his close contacts also do not attend the Event.
- 7. The Stakeholder shall take full responsibility of its acts and behaviour, for itself and on behalf of the Attendees, before, during and after each Event, and hereby acknowledges and agrees that any breach of the rules, protocols and recommendations from the Organizers and/or safety measures will result in (i) its expulsion from the Circuit and (ii) withdrawal of Attendee(s) 2021 pass to the said Event, (iii) prohibition to the Stakeholder/Attendee(s) to attend the Event, and (iv) penalties imposed by the Organizers, without prejudice to any other rights and remedies the Organizers may have pursuant to the applicable law.
- 8. **Assumption of risks by the Stakeholder:** The Stakeholder hereby acknowledges and understands its participation in the Series occurs under the current global pandemic Covid-19 and thereafter is potentially dangerous and that there could be numerous risks of infection associated with its participation, even when all rules and protocols of the Organizers are strictly followed. The Stakeholder expressly acknowledges and voluntarily accepts and assumes, on its behalf and on behalf of its Attendees, all such risks and dangers.

With full knowledge, recognition and understanding of the risks and dangers associated with its participation in the Series under these circumstances, the Stakeholder hereby agrees to participate in the Series voluntarily and fully accepts and assumes full liability for every such risk (foreseeable or otherwise) to fullest extent permitted by applicable law, including for any and all risks of loss,

damage or injury, whether caused by the Organizers and/or other parties involved in the organization and/or staging of the Event, or their respective representatives, officers, employees, agents, directors, service providers, contractors, subcontractors and participants.

9. **Release and waiver of responsibility:** In consideration for being permitted to participate in the Series, the Stakeholder, to the fullest extent permitted by applicable law, hereby waives, releases and forever discharges for itself, its Attendees, or its heirs, assigns, executors, administrators and legal representatives, any and all rights and/or claims which the Stakeholder or the aforementioned people may have, and hereby releases and forever discharges the Organizers from any liability whatsoever which the Stakeholder or its Attendees may have toward the Organizers for any loss, damages, injuries, illness (including death), related to the rules, protocols, recommendations implemented around the Covid-19, or the Covid-19 itself; and/or claims which may be sustained by the Stakeholder directly arising out of its participation and Attendees' participation in the Series.

The Stakeholder, to fullest extent permitted by applicable law, hereby agrees to release defend, indemnify and hold harmless the Organizers from and against any and all damages, loss, liabilities, actions, suits, claims, demands and judgements, and costs and expenses whatsoever arising directly or indirectly out of Stakeholder and Attendees' actions omissions or otherwise from Stakeholder and Attendees' participation on the Series, whether made or claimed during or after the Event, including all associated costs and expenses and any amounts which any of the Organizers may pay.

10. **Personal Data:** The personal data concerning the Stakeholder and collected by EEL by virtue of this document shall be processed by EEL, for the purpose of managing his participation to Event, in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and/or by any other applicable law or regulation of the countries outside of the European Union where the Events take place. The lawfulness of the processing of personal data shall stand on the need to perform this document and administering the Events of the Series and personal data for as long as the contractual relationship remains effective and, even after, personal data shall be stored until the limitation periods of all liabilities derived from this document have expired.
11. **Applicable law and jurisdiction:** This document shall be governed by and construed in accordance with the laws of England and the parties hereto shall submit to the exclusive jurisdiction of the relevant courts of London (UK) to the express exclusion of any other jurisdiction that may be applicable.

For acceptance by email (before the Series)

Full name: Mert Gucluer

Signature of Stakeholder

Date: 08/06/2021

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