DRIVER DECLARATIONS AND UNDERTAKINGS

Please fill in the Driver information in yellow on page 1, on page 6 (signatures) and on page 7 (tick the box) and cross out the superfluous championship's name(s).

Driver **information**

Name:.....

Full address: .....

Date of birth:.....
(dd/mm/yyyy)

International Competition Licence Number: .....

Licence issued by:.....

I am contracted to drive/co-drive in the FIA World Baja Cup ("Championship") to be held during 2026 based on the calendar approved and available on the FIA website.

Driver **declaration and undertakings**

1. I declare and represent that I have read, understood and agree to the terms of this Driver Declarations and Undertakings form (hereafter the "Driver Declaration").

2. Prior to taking part or driving in a *Competition* or *Event* I undertake to obtain, and throughout my participation in the Championship will maintain, all *Licences*, permits and/or consents as may be required by, or in connection with:

2.1 any relevant National Sporting Authority requirements, regulations or safety standards ("*ASN* Regulations");

2.2 any *FIA* requirements, regulations or safety standards ("*FIA* Regulations"); and

2.3 any relevant transnational, national and/or local laws, regulations, directives and decrees passed by the government, a quasi-governmental entity or by any entity which has the same authority as the government in any applicable country or other territory, including all applicable local, state and federal laws relating to health and safety and insurance, and any industry practices, codes of practice and/or codes of conduct incorporated into any of the foregoing and all binding court orders, decrees, and any decisions and/or rulings of any competent authority that apply to a *Competition* ("Applicable Laws").

3. I confirm that I have read and understood and undertake to observe and be bound by:

3.1 All rules, regulations, conditions, requirements and obligations relating to any *Licence*, permit or consent referred to in clause 2; and

3.2 Any applicable *FIA* Regulations as supplemented and amended from time to time including:

3.2.1 The *FIA* Statutes;
3.2.2 The *FIA* International Sporting Code and its *Appendices*;
3.2.3 The *FIA* Code of Ethics;
3.2.4 The *FIA* Judicial and Disciplinary Rules;
3.2.5 Any applicable Sporting Regulations and Technical Regulations; and

3.3 Any applicable *ASN* Regulations as supplemented and amended from time to time.

4. I understand that as a condition of my participation in the Championship and in any *Event*(s) forming part of or associated with the Championship, the *FIA*, *Event Organiser*, *Event* promoter, Championship promoter, National Sporting Authority or any other relevant organisation may require that I comply with requirements, including any requirements contained in the following documents and/or training:

4.1 Passholder documentation relating to *Entry* to an *Event* or provision of a pass;

4.2 Briefings, handouts, leaflets, guidance, directions (including from the race director and/or stewards) and training relating to security, medical or rescue procedures (including Covid-related matters), health and safety and e-Safety;

4.3 Bulletins and *Supplementary Regulations*;

4.4 Terms provided by any supplier to the Championship; and

I agree to observe and be bound by all such requirements.

5. I undertake to make no use of the substances or methods prohibited by the *FIA Anti-Doping Regulations* and/or defined in the Prohibited List published by the World Anti-Doping Agency.

Acknowledgement of Risk

6. I am fully aware of, appreciate, recognise and accept the risks inherent in my attendance and/or participation in any Championship event (including races/*Competitions*/*Events*, official racing tests, any track or pit lane activity, and any associated activities), including the possibility of contracting or spreading communicable diseases (including Covid-19 / SARS-CoV-2) and the possibility of incidents resulting in physical and/or mental injury or death which may arise from racing or any associated activities, including motor vehicles (or parts of them) colliding with other motor vehicles or persons or property, the acts (deliberate or otherwise) or omissions of other drivers or any other personnel present at *Events*, exposure to noise, interaction with or use of high voltage or other equipment at the event and/or in any other way arising from attendance at an event. I appreciate and agree that my attendance at any Championship event shall be at my own sole risk, hazard and responsibility.

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Limitation of liability

7. I understand and accept that the FIA, on its own behalf and on behalf of any directors, members, officers, employees, advisors, agents, consultants, representatives, successors or assigns (collectively the "Representatives") of the *FIA* and on behalf of the *Organisers*, the promoter, any National Sporting Authority(ies), *Automobile* clubs and any other organisations directly connected with an *Event* within the Championship (collectively the "Associated Bodies") together with the Representatives of the Associated Bodies:

7.1 Disclaim, exclude and limit any and all liability, costs, expenses, damages, losses (including any direct, indirect or consequential losses, property damage, loss of profit, loss of reputation or goodwill, loss of agreements or contracts, loss of sales or business and all interest, penalties and legal costs) any personal or mental injury (including nervous shock, disease, disablement and death), sustained by me, howsoever caused including in relation to any:

7.1.1 statements acts or omissions made by me, or the FIA or its Representatives or Associated Bodies or their Representatives;

7.1.2 regulations, policies or procedures set by the FIA or its Representatives or Associated Bodies or their Representatives;

7.1.3 breach of warranty or obligation under any agreement between me and the FIA or its Representatives or Associated Bodies or their Representatives; or

7.1.4 any other negligence or lack of reasonable care by the FIA or its Representatives or Associated Bodies or their Representatives or me, in each case arising in connection with my participation in the Championship or attendance at Championship events, including my attendance at circuits, *Courses* or any other facilities, involvement in a race, *Competition*, test or any other associated activities and use of or interaction with equipment including high voltage equipment; and

7.2 I agree, in consideration of the *FIA* accepting my entry to the Championship, that I waive any rights and/or claims, agree to release, hold harmless and not to sue the FIA and its Representatives and any Associated Bodies and their Representatives in relation to any liabilities, costs, expenses, damages and losses referred to in clause 7.1.

8. To the fullest extent permitted by *Applicable Laws*, clause 7 above shall be binding on me and my heirs and successors in title and is not limited to nor affected by any other release and/or indemnity granted by me to whomsoever.

Disclaimer

9. I understand that it is my full responsibility to comply with any obligations or duties in relation to health and safety which are placed on me under any *Applicable Laws*, *FIA* Regulations and/or *ASN* Regulations, in relation to my participation in the Championship. Neither the *FIA* nor its Representatives assume any responsibility in relation to such compliance.

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10. For the avoidance of any doubt, *FIA* Regulations do not contain any advice or guidance in relation to Applicable Laws, and neither the *FIA* nor its Representatives make any representation or warranty that the information contained in *FIA* Regulations or *ASN* Regulations complies with Applicable Laws.

11. With reference to clause 6 above, I fully understand and accept that neither the FIA nor its Representatives make any representation or warranty, express or implied, in relation to the safety of participating in or attending Championship *Events* or *Competitions* or associated activities, to the maximum extent permissible under Applicable Laws.

12. I fully understand and accept that neither the *FIA* nor its Representatives make any representation or warranty, express or implied, as to the quality, suitability or fitness for purpose of:

12.1 any equipment, safety structures or facilities at any venue hosting Championship *Events* or at which I am required to attend in connection with my participation in the Championship; nor

12.2 any products that are supplied to me by any third party (aside from the *FIA*) in connection with my participation in the Championship or attendance at any Championship *Events*.

13. I am also fully aware and accept that the technology utilised in motor sport vehicles, Circuits, roads and safety technology, is at the leading edge of state of the art scientific, technical and engineering knowledge. The technology is therefore subject to ongoing change and development.

Medical consent

14. If I am injured during a Championship *Event*, I hereby expressly authorise all medical treatment, rescue operations, arrangement for my transport to hospital or other emergency measures which the personnel appointed by the *FIA* and /or the *Event Organiser* may in their absolute discretion consider necessary for my well-being and I undertake to pay all costs associated therewith.

Insurance

15. I fully understand and accept that:

15.1 The *FIA* and Associated Bodies assume no responsibility in relation to providing suitable insurance cover in relation to all of the risks arising from my participation in the Championship, unless otherwise required by local laws applying in the location of a particular *Competition*; and

15.2 The risks arising and cover required will differ depending on my particular circumstances and requirements and accordingly it is my full responsibility to take out adequate insurance cover and any other protections as may be necessary in connection with my participation in the Championship, and as may be required by Applicable Laws, *FIA* Regulations and *ASN* Regulations including suitable insurance cover for:

15.2.1 damage to or loss of my property;

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15.2.2 any personal injury or death that I may sustain to include financial losses (for example loss of earnings and medical expenses) resulting from any injury or death; and

15.2.3 third party liability cover for damage, loss or injury which may be sustained by a third party (including a fellow *Driver*) arising from my participation in the Championship.

16. I confirm that I have considered and taken out adequate insurance cover and any other protections as may be necessary as referred to in clause 15 or otherwise. I undertake to maintain this cover throughout my participation in the Championship and as may be necessary thereafter to cover losses and claims arising from my participation.

Public declarations

17. I undertake that I shall:

17.1 Participate in the Championship *Events* in an individual and neutral capacity and I will not make/display any political, religious and personal statements or comments, notably in violation of the general principle of neutrality promoted by the *FIA* under the terms of its Statutes, unless previously approved in writing by the *FIA*;

17.2 Refrain from any public declaration or comment in any form which may harm, weaken or put into disrepute the goodwill, fame, name and/or image of the Championship and the *FIA* and/or any of the Associated Bodies;

17.3 At all times use my best endeavours to promote and encourage support for the Championship and motor sports generally; and

17.4 Subject to my commitments to my team and so far as is reasonably practicable, I will make myself available to all branches of the media at all times during all *FIA* Championship Events.

Applicable law and jurisdiction

18. I agree in relation to legal claims that:

18.1 This Driver Declaration and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of France; and

18.2 The courts of France shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Driver Declaration or its subject matter or formation.

19. I agree that any matters relating to investigation and enforcement of *FIA* Regulations are subject to the jurisdiction of the internal judicial and disciplinary bodies of the *FIA*.

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Interpretation

20. If any provision or part-provision of this Driver Declaration is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Driver Declaration.

21. In this Driver Declaration any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

22. All terms written in italic in this Driver Declaration correspond to the definitions set out in the *FIA* International Sporting Code.

Authority

23. I confirm that I have had the opportunity to or have been advised by legal advisors in connection with my rights and responsibilities in connection with, and the implications and practical effect of agreeing to, this Driver Declaration, and fully understand and accept all the terms set out in this Driver Declaration.

24. I have the capacity, and have obtained all necessary and desirable authorisations to enable me, to execute, deliver and perform the obligations under this Driver Declaration. Subject to any general principles of law limiting obligations, my obligations under this Driver Declaration are legal, valid, binding and enforceable.

This document has been executed and takes effect as from _____. It is understood and agreed that the terms of this Driver Declaration shall be deemed incorporated into and form part of all the contractual documents concluded between myself and the *FIA* in connection with my participation in the FIA World Baja Cup 2026.

Signed as a unilateral undertaking by:

***Driver* name: .....**

***Driver* Signature: .....**

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Annex I – Data Protection Notice

The FIA processes your data to fulfil its commercial and regulatory functions as the international federation for motorsport. This includes processing your data for the enforcement of our rules, to ensure participant safety and to promote the sport. For more information on how we use your data, your data subject rights and how to exercise them, please see our Motorsport Privacy Notice, available at https://www.fia.com/motorsport-privacy-notice.

Annex II – WADB Declaration of Consent

I, the undersigned Applicant, expressly consent to the collection, use and processing of data related to myself, including personal and sensitive data (such as medical information) in relation to my involvement in a motor sport accident or incident and related ONLY to the circumstances of the accident or incident and its immediate outcome, including any injuries suffered, by an appropriately authorised person representing the FIA or the National Sporting Authority.

I, the undersigned Applicant, agree that said data may be stored electronically, even after the expiration of my licence, and may be used at any time, for the sole purpose of research in support of improving safety in motor sport competitions, during and after the validity period of my licence, on the World Motor Sport Accident Database ("WADB").

I, the undersigned Applicant, acknowledge that I have read and fully understood the WADB Guide published by the FIA (available on the FIA website), which provides for further information about such data collection and processing, including the conditions under which I may request access to my personal data, their rectification or suppression, and object, on legitimate grounds, to their processing. I am also aware that I can withdraw my consent at any time. Such withdrawal does not affect the lawfulness of any processing based on the consent previously given.

By making a mark in this box ☐ I, the undersigned Applicant confirm that I UNDERSTAND AND I ACCEPT the present WADB Declaration of Consent.

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