

## DISCLAIMER OF LIABILITY AND INDEMNITY

This disclaimer and indemnity concerns the Continental Vision Zero live day to be held at Dunsfold Park on **30<sup>th</sup> September & 1<sup>st</sup> October 2017 (Event)** at which you have agreed to allow [ ] **(Participant)** to take part in the young driver session for 15-17 year olds **(Activity)** and use the vehicles provided by Launch Events **(Vehicles)**. The Vehicles are standard cars and not modified for special needs purposes.

For the purposes of this disclaimer and indemnity "**Continental**" means Continental Tyre Group Limited (company number **296602**) and its holding company, its subsidiaries as defined in section 1159 of the Companies Act 2006, and the subsidiaries of Continental's holding company.

In consideration of Continental agreeing to invite the Participant to attend (at no financial cost to you) the Event, take part in the Activity and use the Vehicles you confirm and agree:

1. you are the parent or guardian of the Participant and as such authorise the Participant to take part in the Activity;
2. the Participant is over 1.5 metres tall and between 15-17 years old;
3. not to permit the Participant to take place in the Activity if he/she has any physical or other special needs which require the Vehicles to be modified in any way;
4. that except as set out below, Continental shall not be liable to you, the Participant or any third party (and you shall not and shall procure that the Participant shall not, seek to hold Continental liable) for any loss or damage (including, without limitation personal injury, damage to property or death), suffered by you, the Participant or any third party arising out of or in connection with the Activity or use of the Vehicle, howsoever caused; and
5. to indemnify Continental against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Continental arising out of or in connection with:
  - a. any damage to the Vehicles, howsoever caused;
  - b. any claim made against Continental by you, the Participant, Launch Events or by a third party arising out of or in connection with the Event, the Activity or the Vehicles, their provision and use, including without limitation a claim for death, personal injury or damage to property.

Nothing in this disclaimer shall limit or exclude Continental's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or any other liability which cannot be excluded or limited under applicable law.

The terms of this disclaimer shall be governed in all respects by English Law and you agree that the English Courts shall have exclusive jurisdiction to resolve any disputes or claims relating to the subject matter of this disclaimer.

You hereby acknowledge that the Participant's attendance at and participation in any event is conditional upon the course criteria and declare that Continental reserves the right to refuse an individual permission to drive any vehicle. All drivers and passengers are prohibited from consuming alcohol in the period leading up to and during driving such that it may make it unsafe to drive. In addition, the Participant is prohibited from taking illegal drugs or medication, which may impair the Participant's ability to drive either before or during the event.

Please sign below to confirm that you understand and accept the terms of this disclaimer and indemnity and that the Participant is fit and able to drive the vehicles.

Signed as a deed by .....

..... (PRINT NAME)

..... (DATE)

Young Driver..... (PRINT NAME)

**Please return your signed disclaimer to a member of the staff**