

## DISCLAIMER OF LIABILITY AND INDEMNITY

This disclaimer and indemnity concerns the **Vision Zero Live Driving Event** to be held at **Donington Park, Castle Donington, Derby DE74 2RP** on **Sunday 23<sup>rd</sup> September 2018 (Event)** at which you have agreed to take part in the driving experience programme for showcasing Continental's Vision Zero mission (**Activities**) and use the vehicles provided by Launch Events (**Vehicles**).

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 you to attend (at no financial cost to you) the Event, take part in the Activities and use the Vehicles you agree:

1. that except as set out below, Continental shall not be liable to you or any third party (and you 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 or any third party arising out of or in connection with the Activities or the Vehicles, howsoever caused; and
2. 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, Launch Events or by a third party arising out of or in connection with the Event, the Activities or the Vehicles, their provision and use, including without limitation a claim for death, personal injury or damage to property.
3. that you will not take part in the Activities if you have any medical condition (for example pregnancy, heart condition or a medical condition that could result in the suspension of your driving licence) which would or may increase your risk of personal injury if you participate in the Event.

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.

Please sign below to confirm that you understand and accept the terms of this disclaimer and indemnity.

Signed as a deed by: .....

..... (PRINT NAME)

in the presence of:

SIGNATURE OF WITNESS

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NAME OF WITNESS

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ADDRESS OF WITNESS

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**Please hand your signed disclaimer to a member of the Continental Tyres Events Team at event registration**