



INDEMNITY FORM



This document forms a deed poll in favour of The Formula Company Pty Ltd ABN 66154867277 (TFC) for and on behalf of Jaguar Land Rover Australia (JLRA) to participate in an event (the Drive Program) managed by The Formula Company Pty Ltd on behalf of Jaguar Land Rover Australia. By signing this document, you agree to the terms set out below including to exclude or limit your rights to make any claim against the The Formula Company and Jaguar Land Rover Australia, and you agree to accept the risks of the Drive Program which are obvious and inherent or otherwise drawn to your attention by The Formula Company or JLRA or which you ought to reasonably be aware, to accept responsibility for your actions during the Drive Program, and that you agree to abide by all rules and regulations given by The Formula Company and JLRA as event organisers both within this document and verbally on the day of the Drive Program.

DRIVER ACKNOWLEDGEMENT

I, agree and acknowledge as follows:

1. I have a current driver's licence, the details of which are correctly recorded above.
2. I do not have a medical condition and I am not taking any medication that would impair my faculties or otherwise affect my ability to safely control a motor vehicle.
3. I am not under the influence of any drug or intoxicating liquor while driving a JLRA motor vehicle.
4. I will immediately respond to all instructions given to me by the instructor, the event organisers or JLRA executives whilst I am driving a motor vehicle.
5. TFC and JLRA, at their sole discretion and at any time, may decline or terminate my participation in the Drive Program in the interest of safety or otherwise.
6. TFC and JLRA reserve the right to amend, or cancel, the Drive Program, in full or in part, without prior notice, if they have reasonable grounds to do so. If they cancel the Drive Program in full, then I understand that I will be entitled to a full refund of any amounts paid to them by me for the Drive Program, unless such cancellation is due to a breach by me of the terms of this indemnity.
7. My participation in the Drive Program is voluntary, however I acknowledge that if I wish to withdraw my involvement in the Drive Program at any time, any monies paid by me will be subject to JLRA's current published refund policy.
8. In the event that I am involved in an accident during the Drive Program, I will submit to a breath test and/or blood test to determine the percentage of alcohol in my body when requested to do so.
9. In the event that I am involved in an accident during the Drive Program for which I was at fault, I will pay, at JLRA's discretion:
 - (a) an insurance excess of \$1,500 for each insurance claim made, or
 - (b) \$1,500 towards the cost of repair if no insurance claim is made.
10. I will provide whatever assistance is required by JLRA and their insurers in relation to any legal action or claim that may be taken against them or that they may make against their insurers or any third parties with respect to any accident that I am involved in during the Drive Program.
11. To the maximum extent permitted by law, JLRA and TFC are excluded from any and all liability for any damage or injury suffered by me in connection with my participation in the Drive Program
12. I continuously indemnify JLRA and its agents and agree to hold JLRA, TFC and its agents harmless against any and all losses (including consequential losses), costs, expenses, damages or claims (including claims of JLRA or TFC negligence) which may be suffered or incurred by or made against JLRA or its agents in connection with my participation in the Drive Program.
13. I agree to JLRA or its nominees using any photography or videography captured at the Drive Program that I may feature in for in any medium or manner it may decide for an indefinite period.