

WAIVER

Release and Waiver of Responsibility | Drive Classics Rally



DRIVE CLASSICS
CLUB

1. Risks Associated with Participation

I acknowledge and accept that participation in an event such as the Drive Classics Rally (the "Event") is potentially dangerous and that there are numerous risks associated with my participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other drivers. Further, I fully understand and accept that my participation in the Event may result in serious bodily injury and/or death to myself, or others. I further realise and understand that the route of the Event will require driving on public roadways upon which the hazards of travelling are to be expected. Further, I realise that participation in the Event will require strenuous physical exertion, as participants will be required to drive for very long periods of time over several days, including the risk of driving through inclement weather.

2. Assumption of the Risks

With full knowledge and understanding of the risks associated with my participation in the Event, I enter the Event voluntarily and fully accept and assume every such risk for loss, damage, or personal injury (including death).

3. Compliance with Terms and Conditions

I agree to comply with all the Event's terms and conditions of entry. I acknowledge and understand that the Organiser of the Event will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but that it cannot guarantee that the participants will abide by these terms and conditions.

4. Release of Liability

Upon booking and being permitted to participate in the Event, I hereby waive, release, and forever discharge, for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, may have, or may hereafter accrue to me against the Organiser, its officers, directors, employees, consultants, agents and event sponsors for any and all damages, personal injuries (including death), and/or claims which may be sustained by me or my vehicle directly or indirectly arising out of my participation in the Event (including the application of emergency or medical services at the Event) even if the damages, injuries (including death), and/or claims are caused by the negligence of those persons listed above or otherwise (including out of the transportation of my vehicle by air arranged by the Organiser) save that nothing in these Terms and Conditions shall be construed as excluding or limiting the Organiser's liability for personal injury or death arising from its negligence or the negligence of persons under its control. Further, I covenant not to sue the Organiser, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages, personal injuries (including death), and/or claims which may be sustained by me directly or indirectly arising out of my participation in the Event. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognisable claim arising out of my participation in the Event (including all legal costs associated with such claims).

5. Indemnity

I hereby agree to release, defend, indemnify, and hold harmless the Organiser, its officers, directors, employees, consultants, agents, Event sponsors and licensees and assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of my actions or otherwise from my participation in the Event whether made or claimed during or after the Event, including all associated costs and expenses and any amounts which the Organiser may pay as a settlement or compromise of any such claims or liabilities.

6. Image Rights

I hereby waive any and all rights of publicity or privacy and grant the organisers full and complete permission to utilise and exploit my name, image, likeness, voice and biographical material in any and all manner and media throughout the world in perpetuity. I release the Event organisers, its officers, directors, employees, consultants, agents, sponsors, licensees and assigns from and against any and all claims which I have or may

have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials.

I have read this waiver, fully understand its terms, and understand that I have given up substantial rights by signing it. I have done so freely and without inducement, coercion, or duress. I intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that, if any portion of this waiver is held to be invalid, the balance of the waiver shall continue in full force and effect.

Please note that by completing the entry form and accepting these terms and conditions you are concluding a legally binding agreement with us to participate in the Event on these terms and conditions.

By making payment and booking your place, you accept and acknowledge that:

- a) you have read and fully understand the Terms and Conditions contained within this Agreement;
- b) you agree and abide to the Terms and Conditions contained within this Agreement;
- c) you have read, fully understand and accept the terms of the Waiver;
- d) you acknowledge and accept that you have had the opportunity to take independent legal advice prior to signing this Agreement.

Signatures:

Participant / Driver

Date:



www.driveclassics.club
www.driveclassics.co