

## INDEMNITY, WAIVER AND DECLARATION

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I hereby make an application to participate in a motorsport event organized by Cougar Motorsport Private Limited in India and certify that all particulars including of my vehicle as given in the application to participate are correct.

For the purposes hereof, Cougar Motorsport Private Limited, Rainforest Challenge International Sdn. Bhd. along with their shareholders, sponsors, affiliates, sub-contractors and suppliers and all of their respective officers, directors, employees, servants and agents are hereinafter collectively referred to as the "Organisers".

I hereby confirm that I have read, understood and agree to all rules and regulations relating to or affecting my participation including the Rules & Regulations issued by the Organisers. I agree to abide by all relevant rule and regulations as the same may change from time to time.

I hereby confirm that I am fully conversant with the risks associated with motorsport in general and the event specifically. I accept that this event is potentially dangerous and involve risky activities – presented as a challenge. I understand that participation in the event specifically can lead to injury or death and I knowingly and willingly accept these risks completely.

To avoid the time and expense of protracted litigation and to allow the Organisers and myself to arrange for insurance or self-insurance as deemed appropriate to address the relevant risks, the responsibility for certain Claims shall be allocated in accordance herewith.

Regardless of Cause, I Shall Be Liable For And Indemnify Organisers from and against any and all Claims, arising out of personal injury, illness, death, or property loss or damage suffered by me or any member of my team.

I Shall Be Liable For And Indemnify Organisers from and against any and all Claims arising out of personal injury, illness, death, or property loss or damage suffered by Third Parties, to the extent attributable to the Negligence or Gross Negligence of myself or any member of my team.

For the purposes hereof:

"Claim(s)" shall mean all claims, damages (excluding punitive or exemplary damages), liabilities, losses, demands, liens, encumbrances, causes of action of any kind (including, without limitation, actions in rem or in personam), obligations, costs, judgments, interest, and awards (including, without limitation, legal counsel fees and costs of litigation if awarded as part of the judgment in favor of the person asserting the Claim), whether created by law, contract, tort, voluntary settlement, or otherwise, arising out of, related to, or in any way connected with the event.

"Gross Negligence" means such an entire lack of care as to indicate a conscious indifference and reckless disregard for the safety of people and property and includes willful misconduct.

"Negligence" means any sole or concurrent negligent act or omission, fault (including, without limitation, pre-existing conditions), strict liability, breach of duty or warranty (statutory or otherwise), product liability, defect (whether patent, latent, or pre-existing) of any property, equipment, or materials and shall include passive as well as active Negligence.

"Regardless of Cause" means without regard to Negligence, in whole or in part, of the party seeking indemnity or of any other person. Where expressly stated, Regardless of Cause also means without regard to Gross Negligence, in whole or in part, of the person seeking indemnity or of any other person.

"Shall Be Liable For And Indemnify" means the indemnifying party shall be solely responsible for and assume all liability for and defend, release and indemnify and hold harmless the indemnified party or other person.

"Third Party" means any person other than the Organisers or myself.

This indemnity shall be binding on my heirs, executors and legal representatives.

I hereby confirm that I have obtained all necessary insurances relating to myself, my vehicle and the passengers in my vehicle.

I declare that the driver(s) of my vehicle possess the standard of competence necessary for an event of this type to which this entry relates, and that my vehicle is suitable and race worthy for the event.

I hereby confirm that the Organisers shall have no liability towards me and hereby forever discharge the Organisers of and from all actions, causes of action, suits, debts, obligations, claims and demands whatsoever which I have or hereafter can, shall, or may have.

I accept that though reasonable efforts will be made for ensuring my safety on the event, it may not be possible for the Organizers to undertake the following:

- i) to evacuate me by air ambulance due to any reason whatsoever,
- ii) to ensure that the evacuation to nearest medical care facility, incase of an accident will be undertaken with a lifesaving ambulance. The Organizers may undertake evacuation by the means that they deem appropriate under the circumstances,
- iii) to provide advanced surgery and health care facilities on the route itself, and evacuation to the nearest medical facility might take any number of hours,
- iv) to stop the event traffic instantly in order to start an evacuation against oncoming traffic,
- v) to guarantee that no oncoming traffic may be the cause of injuries to my person,

I understand that the consumption of alcohol, narcotic, psychotropic and other similar substances are not permitted on then event and I agree to be excluded from the event if found, during the actual running of the event, to have consumed any the above.

I hereby indemnify the Organisers against any defects in the venue, hidden or exposed, variations to the competition track marked/ laid-out/ indicated by them or any decisions, under pressure of time/ events, made by them during the event. I acknowledge and agree that if required, the Organisers may arrange such medical or hospital treatment (including ambulance transportation) for me as they find appropriate in the circumstances. I authorize and ratify such actions being taken by them and agree to meet all costs and expenses associated with such actions. I understand and accept that it is compulsory for me to have comprehensive medical insurance and I accept responsibility for the cost of medical expenses that may exceed the cover provided by my insurance.

I understand that as a participant in the event, I may be included in videotapes, DVDs, podcasts, videocasts and photographs taken during the event. I unconditionally assign to Organisers all rights, titles and interests that I may have in any and all audio, audio visual and photographic recordings or recordings in any other media, of me or my vehicle or co-participants and grant to Organisers permission to use, display, licence, sell and publish or otherwise deal with such recordings including for the purpose of advertisement, promotion or otherwise or in advertising and promoting similar future events, or in advertising and promotions related to Cougar Motorsport Private Limited without reservations or limitations. I further agree that any such recording(s) will remain the exclusive property of Organisers.

I waive any right to inspect or approve the programs, the copies thereof and any promotional materials related thereto.

Names and personal information will not be listed without permission.

I confirm that I have obtained legal advice prior to signing this document.

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Signature of the Driver:

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Signature of the Co-Driver

\_\_\_\_\_  
Signature of Parent/Guardian

Name of Parent/Guardian : \_\_\_\_\_

Full Address : \_\_\_\_\_

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**IMPORTANT -**

1. Any indemnity and/or declaration as prescribed by the paragraphs above if signed by a person under the age of 21 years, shall be countersigned by that person's parent or guardian whose full name and address shall be given.