

We have provided this indemnity to you prior to your experience allowing you to review and understand before you attend your experience.

Should you have any questions relating to this indemnity or the risks associated with your experience please feel free to contact us at the centre. +27 010 023 0462

INDEMNITY

In favour of Pro Drivers SA (Pty) Ltd a licensed operator of Jaguar Land Rover Experience, Jaguar Land Rover South Africa (Pty) Ltd, and their instructors, officers, servants, agents, retailers and representatives (hereafter collectively referred to as “JLR”) This is an important document, which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it.

Whereas I wish to participate and/or drive on a demonstration programme and/or driver training and/or promotion and/or event on any demonstration area and/or on-road track and/or off-road track and/or wet weather handling track and/or closed race circuit and/or public road and/or mobile driving unit and/or private property (hereafter collectively referred to as the “Experience”) and/or drive a JLR supplied motor vehicle(s) and/or my personal vehicle; or as a passenger in same, **I hereby knowingly and voluntarily assume all risk, inherent or otherwise, by participating and/or driving on any such Experience** and I, together with my heirs, executors and administrators hereby release JLR, from any duty of care towards me and my property, in connection with my participation and/or driving on any Experience, and from liability from all or any claims that could accrue to me or my heirs, executors and administrators arising out of my participation and/or driving in the Experience or in any related activities irrespective of whether such claim or claims arose through the negligence or otherwise of any person, or from any of the inherent risks, dangers or hazards of participating and/or driving on an Experience, or of any loss of, or damage to, any property from any cause whatsoever and I further indemnify and hold harmless any associated persons against any claims, howsoever any such claims may arise.

Now, therefore:

1. I acknowledge that the Experience in which I will participate may be inherently dangerous and confirm that I am fully aware of the potential dangers thereof, and **I undertake to participate at my sole risk and responsibility**. I acknowledge that I shall make all members of my party who accompany me aware of these dangers prior to participating in any activity, and who by their participation in the Experience, JLR shall be entitled to accept that they have been fully informed of the terms hereof, and who shall be deemed to have assumed all the risks, inherent or otherwise, in respect thereof, as set out in this Indemnity.
2. **Because of the nature of the activities, JLR advises against anyone with any of the following conditions participating in any activities - back, neck or spine problems, heart or respiratory conditions and/or pregnancy. Anyone choosing to participate against this advice does so entirely at his or her own risk.**
3. In the event that a safety helmet be required to be worn by all occupants of a vehicle in any Experience, JLR will endeavour to ensure that there is an appropriate size, but makes no warranties in respect thereof, and it is the responsibility of the participant to ensure that any such helmet fits, and then is appropriately fastened and remains in place for the duration, JLR accept no responsibility for any injury or claim relating to the supplied safety helmets.
4. I accept that the Experience is conducted by qualified instructors and I agree to attend a briefing prior to undertaking the Experience. I further agree to follow all lawful instructions

given and other relevant rules, whilst driving and at all other times during the Experience, as are specified by JLR.

5. I accept that the instructors may be required and obliged to make decisions under pressure, and I accept that those decisions are made in the best interests of the safety of all participants in the Experience **and I hereby waive any claim of whatever nature that I may have against JLR arising from the decisions made.**
6. I warrant that I have a valid driver's license and further that I will not permit any person without a valid driver's license to drive the vehicle, and further that I am medically and legally fit to drive the motor vehicle in the Experience, and that I do not pose any threat or risk to either myself or any other road and/or track user, by-stander or any other third party.
7. **I hereby confirm I am over eighteen (18) years of age, and that I accept JLR's age restriction of twenty-three (23) for all V8 and electric powered vehicles and warrant that I will not operate a V8 powered or electric vehicle should I be under the age of twenty-three (23) and have a minimum of five (5) year's uninterrupted driving experience on a full licence without any criminal conviction or serious accident, and that I have not been banned from driving for whatsoever reason.**
8. I shall not at any time, either whilst driving or as a passenger, during the Experience, be under the influence of alcohol, or be under the influence of any substance which might impair my alertness and driving abilities, and I shall at all times wear the safety restraint belt provided.
9. **In the event that JLR should prove me to have been negligent in anyway whilst the said JLR supplied vehicle(s) is in my possession and/or whilst driving and/or above the legal blood-alcohol limit at the time of the incident and/or as a consequence of any false disclosure given in terms hereof, I accept that JLR shall be entitled to hold me liable for the full cost of repair or replacement of the vehicle, and in the event that any legal proceedings eventuate as a consequence hereof, that JLR shall be entitled to recover all of the legal costs on the attorney-and-own-client scale.**
10. I acknowledge that if my driver's license is issued by any authority outside of the Republic of South Africa, an International Driving Permit is also required. All parts of the license shall be produced on the day of the Experience.
11. I fully recognise that I will at all times be subject to all applicable motoring laws and regulations. My safety and the safety of other road users, passengers and pedestrians depends on my safe driving and is not the responsibility of JLR.
12. I confirm that I will be responsible for any motoring offences incurred whilst driving a JLR-supplied vehicle and/or my personal vehicle.
13. I confirm and acknowledge receipt of the herein-named vehicle from JLR and **confirm that I have received it in good order and condition.**
14. I warrant that I will return the said vehicle in the same order and condition in which I receive it **and understand and agree that JLR may hold me responsible for all damages to or loss of said motor vehicle(s) and or damage to any property sustained as a result of my conduct or negligence whilst the motor vehicle(s) is in my possession or control.**
15. **I hereby waive any claim of whatever nature that I may have against JLR, arising from the driving of the vehicle or being a passenger therein.**
16. **I hereby indemnify JLR, against any claim, damages, costs or loss whatsoever which JLR or any employee thereof may incur and/or suffer as a result of it making the motor vehicle(s) available to me in terms hereof, including all legal costs on an attorney-and-own-client-scale.**
17. I confirm and acknowledge that by utilizing a JLR supplied vehicle(s) on an Experience, that I accept full responsibility for the vehicle(s), and should the vehicle(s) be involved in an accident of any nature, I shall report the accident to the South African Police service

within 24 (twenty four) hours of the incident and that should I fail to report the accident to the South African Police Service, JLR may hold me liable for the full cost of repair or replacement of the said vehicle(s).

18. In the event that a Jaguar Land Rover Retailer (Dealership) has supplied vehicle(s) for an Experience, I confirm and acknowledge that I am responsible for the insurance excess of their vehicle(s) should I be involved in an accident or incident.
- 19. I confirm and acknowledge that I will be liable for any third-party insurance excess claim should it arise during the time of my driving on an Experience.**
20. I hereby indemnify JLR, against any claims for damages instituted by any third parties as a result of my participation in the Experience.
21. In the event that I utilize my own vehicle on an Experience, I hereby warrant that my vehicle is **comprehensively insured** and, in a roadworthy condition.
- 22. I hereby waive any claim of whatever nature and howsoever arising that I may have against JLR, arising from the driving of my personal vehicle.**
23. I agree that this Indemnity agreement and any cause of action arising out of it whatsoever shall be subject to the laws of the Republic of South Africa irrespective of where the participation in the Experience occurs.
24. I acknowledge and accept that any claim of whatever nature involving a Motor Vehicle at any place in the Republic of South Africa is governed by the Road Accident Fund Act 56 of 1996 (including any amendments thereto or any similar legislation which may replace it), and that I hereby agree to the laws, regulations and conditions of the Road Accident Fund Act should a claim of whatever nature arise, during the Experience.
25. I understand and acknowledge that by participating in the Experience, myself, my children or any children in my care (whether or not *in loco parentis*) may be photographed or videoed by other persons either participants or JLR. I accept that although JLR encourages responsible and appropriate use of images, JLR cannot control the use or dissemination of images that may be published in the public domain.
- 26. I further consent to the taking, publication and use of photographs of me in any and all publications for any lawful purpose including, without limitation, publicity, illustration, advertising and web content. I hereby authorize JLR to edit, alter, copy, exhibit, publish or distribute any photographs taken by them, their agent's servants and/or employees. I waive the right to inspect or approve of the finished product, including written or electronic copies of my photograph or likeness. Additionally, I waive any right to royalties or other compensation arising out of or in any way related to the use of any photograph or other likeness of me or my image. I hereby hold harmless, release and forever discharge JLR from any and all claims, demands, actions and cause of action which I, my heirs, personal representatives, assigns, or any other person or persons acting on my behalf have or may have arising out of or relating to the use of photographs as set out herein.**
- 27. I hereby give consent to share my personal information with JLR and its dealer network.** I am aware that this information may be shared with third parties for operational and strategic purposes, understanding that:
 - 27.1 JLR confirms that all personal information collected in terms hereof is required in order to provide the services in terms hereof;
 - 27.2 All my personal information necessary to be provided to JLR for the purposes of providing the services shall be maintained in the strictest confidence, and will not be disseminated, sold or otherwise distributed to any third party, with the exception of providing certain requisite reporting in accordance with specific legitimate legislative requirements, or as set out here below;
 - 27.3 In those instances where JLR utilises the services of third parties to provide services to me, JLR may be required to share certain of my personal information with these third

parties. JLR shall limit the information provided, ensuring that they will only disclose that information specifically necessary for the purposes of performing the function that is required from such third-party service/product supplier;

27.4 JLR may use the personal information I have provided for the purpose of contacting me, whether by way of mail, electronic mail, SMS or telephonic contact, for transactional, security, communication or marketing purposes, but shall only do so where I have agreed that JLR may do so;

27.5 In the event that there is any compromise of the personal information held by JLR, JLR shall advise me thereof as soon as reasonably possible;

27.6 JLR shall always endeavour to only provide me with information that will be of interest to me;

27.7 JLR shall always provide me with the option to terminate, and/or unsubscribe from, all such further contact by JLR.

28. Third Party Indemnity where a participant is under 18 years of age (“the minor”) - the parent or legal guardian of the minor(s), hereby acknowledge that, in addition to everything as set out above:

28.1 I, as the parent or legal guardian, by my signature hereto, accept full responsibility and liability, and hereby indemnifies and hold JLR entirely harmless, for the minor’s participation in the Experience being provided by JLR, and any damage, injury or harm that may arise therefrom;

28.2 Without exception, minors between the ages of 0 and 17 years (inclusive) are allowed in the vehicle on the basis that they are passengers and comply with the same obligations as set out herein, and the parent/guardian signs the consent below;

28.3 No minor under the age of 17 years shall be permitted to sit in the front seat of any vehicle;

28.4 It is mandatory for any participating minor at and under the height of 135cm to be seated in the vehicle in an appropriate child support seat, and JLR are under no obligation to provide or make available any such child support seats, and it is the parent/guardian’s responsibility to provide the appropriate child support seat for their minor child;

28.5 It is solely the parent/guardian’s responsibility to ensure that the child support seat provided by them is appropriate for the age and size of the minor child, and that it is correctly fitted to the vehicle by them, and that the minor is properly seated and securely fastened therein for the duration of the Experience;

28.6 In the event that a safety helmet is required to be worn by all occupants of a vehicle, JLR shall not permit participation of any minor 17 (Seventeen) years and younger and proof of age will need to be shown to the JLR team in order for a person’s 18 years and older to partake in any Experience.

28.7 The parent/guardian signing below agrees to be responsible for the minor/s and holds him/herself fully responsible for the minor/s actions and obligations;

28.8 By signing below as the parent/guardian, I agree to the application of the terms of this indemnity in respect of the minor/s participation in the Driving Experience;

28.9 Minor/s must be supervised by a parent/guardian at all times and at all times remain the sole responsibility of their parent/guardian;

28.10 I understand and acknowledge that by consenting to the minor/s participation in the Experience, myself, my children or children in my care may be photographed or videoed by other persons either participants or JLR. I accept that although JLR encourages responsible and appropriate use of images, JLR cannot control the use or dissemination of images that may be published in the public domain;

28.11 I further consent to the taking, publication and use of photographs of the minor in any and all publications for any lawful purpose including, without limitation, publicity, illustration, advertising and web content. I hereby authorize JLR to edit, alter, copy, exhibit,

publish or distribute any photographs taken by them, their agent's servants and/or employees of the minor. I waive the right to inspect or approve of the finished product, including written or electronic copies of any photograph or likeness of the minor. Additionally, I waive any right to royalties or other compensation arising out of or in any way related to the use of any photograph or other likeness of the minor or the minor's image. **I hereby hold harmless, release and forever discharge JLR from any and all claims, demands, actions and cause of action which I, my heirs, personal representatives, assigns, or any other person or persons acting on my behalf have or may have arising out of or relating to the use of photographs as set out herein.**

- 28.12 I consent to the minor participating in the Experience, and hereby accept all liability howsoever arising therefrom;
- 28.13 I am aware of the dangers, risks and obligations as set out in this document, particularly as they may relate to minor/s;
- 28.14 I agree to the terms and conditions of this indemnity and agree that they are applicable to the minor/s;
29. I do not know of any circumstances which would disqualify me from participating in the Experience.
30. JLR retains the discretion to decline or terminate my attendance on the Experience at any time.
31. I confirm that I will be responsible for the safekeeping of any personal property or JLR property that I take with me on the Experience.
32. JLR confirms that it holds suitable public liability and indemnity insurance.
33. **I accept that my participation in the Experience may subject me to the risk of being infected with Severe Acute Respiratory Syndrome Coronavirus 2' (SARS-CoV-2) confirmed as the causative agent of 'Coronavirus Disease 2019' or COVID-19 (hereafter referred to as "Covid-19") and that I have freely consented to participate and that I accept that JLR will not require any person/s to be medically tested for Covid-19 prior to their participation and that I am willing to participate in the experience. I hereby hold harmless, release and forever discharge JLR from any and all claims, demands, actions and cause of action which I, my heirs, personal representatives, assigns, or any other person or persons acting on my behalf have or may have arising out of or relating to my participation in an experience during the Covid-19 global pandemic as set out herein.**
34. **I confirm and agree to comply with COVID-19 safety regulations and protocols at all times whilst on the premises and whilst participating in an experience. I understand that JLR reserves the right to request me to leave the premises should I contravene these regulations and protocols with no refund on any purchased experience or purchase from TLC on the Track.**
35. I hereby certify that, notwithstanding whether or not English is my first language, I have read and understood all the details of this Indemnity, and my signature manual or electronic herein signifies my consent and agreement to the terms and conditions herein. In the event that I have any concerns with any of the conditions set out herein, I have been afforded the opportunity of clarifying them with JLR, and following explanation, have accepted them fully and without alteration or amendment.
36. **I confirm and acknowledge the use of electronic signatures, whether digital or encrypted and are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Indemnity or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form, or by any other**

electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. Electronic signatures are regulated by both the common law and the Electronic Communications and Transactions Act, 25 of 2002 (“ECTA”) (including any amendments thereto or any similar legislation which may replace it)

- 37. I confirm and consent to my electronic signature being placed onto a “portable document format” (“.pdf”) form and kept electronically by JLR.**
- 38. I hereby declare, that I fully understand and am satisfied with the nature and content of this Indemnity and confirm that by my signature manual or electronic on each page hereto, I bind myself accordingly.**