

Release, Indemnity and Vehicle Use



Volkswagen Group Australia

Driver/Participant:	Date of Birth:	
Street Address:	Emergency Contact Name:	
Suburb:	Emergency Contact Phone:	
State:	Licence No:	
Postcode:	Expiry:	
Mobile:	State of Issue:	
Home:	Sighted:	Yes / No (OFFICE USE)

Volkswagen Group Australia Activity: Volkswagen Driving Experience 2017 / 2018 ("the VGA Activity")

- 1) The Participant warrants to Volkswagen Group Australia Pty Ltd ("VGA") that he or she:
 - a) is over 18 years of age; and
 - b) holds a valid Australian driver licence. Learner licensees are not acceptable.

In the event that VGA discovers at any time that the above warranty is untrue or inaccurate in any way, VGA may prevent the Participant from taking part in the VGA Activity or may discontinue the Participant's participation in the VGA Activity.

- 2) The Participant acknowledges and agrees that participation in the VGA Activity is inherently dangerous and that accidents that may cause serious injury. The Participant acknowledges that it has of its own free will applied to participate in the VGA Activity and warrants that he or she does not suffer from any medical condition that may adversely affect the Participant's safe participation in the VGA Activity or jeopardise the safety of others.
- 3) The Participant agrees that he/she have disclosed any injuries, disabilities, diseases or ailments or other health concerns ("**health concerns**") which may affect their safe participation or ability to safely take part in the VGA Activity. The Participant agrees to immediately notify VGA on the occurrence of any changes to their health or any development of any health concerns. The Participant also agrees to abide by any decision VGA may make in relation to continued participation or non-participation in the VGA Activity.
- 4) The Participant will strictly comply with all reasonable directions and instructions of VGA (and their respective appointed representatives) at all times before, during and after the VGA Activity.
- 5) The Participant hereby acknowledges and agrees that he or she is fully aware of, and accepts any and all risks that may be involved in or may arise from participation in the VGA Activity and:
 - a) releases and forever discharges VGA, its directors, officers, servants and agents or any of them; and
 - b) indemnifies and holds VGA, its directors, officers, servants and agents or any of them harmless,

Release, Indemnity and Vehicle Use



against all actions, proceedings, claims, demands, losses, damages, expenses, costs (including legal costs), injuries (including bodily injuries), psychological trauma, death, and any other liability or harm suffered or incurred by the Participant arising out of or resulting from the Participant's participation in the VGA Activity.

- 6) The Participant indemnifies and holds VGA, its directors, officers, servants and agents or any of them harmless against all claims, actions or proceedings that may be brought in respect of the death or serious bodily injury to any third parties and all other claims, actions, proceedings, losses, costs, expenses, damages, and any other liabilities that may be suffered or incurred by VGA that arise directly or indirectly from:
 - a) the Participant participating in and/or being present at the VGA Activity; and
 - b) the Participant's driving of any vehicles in breach of the "**Vehicle Use Terms**" set out below.
- 7) The Participant shall immediately inform VGA of any damage or injury to persons or property caused by participating in the VGA Activity and shall provide all necessary assistance to VGA in respect thereof, including by completing such claim forms, executing such documents and testifying in such suits and actions in connection with such matters as may be requested by VGA.
- 8) The Participant acknowledges that VGA has the absolute discretion to prevent the Participant from taking part in, or discontinuing the Participant's participation in, the VGA Activity where VGA or its representatives have formed the view (in their absolute discretion) that the Participant is in breach of any applicable laws, is under the influence of alcohol or any drugs (being recreational drugs or other drugs that may adversely affect driving ability) or would otherwise constitute a hazard to any person or property including the Participant themselves. **In this regard the Participant warrants that he/she has not consumed any alcohol in the 12 hour period immediately prior to and will not during the VGA Activity be under the influence of alcohol or any drugs (being recreational drugs or other drugs that may adversely affect driving ability).**
- 9) The Participant agrees that this Release and Indemnity shall be governed by the laws of the State of New South Wales, Australia. It is intended to be as broad and inclusive as is permitted by the laws of the State of New South Wales. If any provision of this Release and Indemnity is held or found to be invalid or otherwise unenforceable, then such invalidity or enforceability shall not affect the validity or enforceability of any other provision, or part of a provision, of this Release and Indemnity.
- 10) The Participant consents to participate in the VGA Activity on the terms contained herein and declares that he or she has read and understood this document (including the "Vehicle Use Terms" below). The Participant agrees that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made.
- 11) The Participant consent to Volkswagen Group Australia using their name, likeness, image and/or voice in the VGA Activity (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this event and/or future events of a similar nature.

VEHICLE USE TERMS:

- 1) The Participant acknowledges and agrees that it may drive several vehicles ("**the Vehicles**") whilst participating in the VGA Activity and that unless the Participant notifies an authorised VGA representative to the contrary prior to obtaining possession of such Vehicles, the Participant shall be deemed to have accepted that the Vehicles were provided to the Participant in an undamaged condition. The Participant agrees to return the Vehicles in the same standard of condition as they were in when they came into the Participant's possession. The Participant will not willfully or maliciously damage the Vehicles in any way.
- 2) The Participant may only use the Vehicles for the purposes of the VGA Activity and cannot remove the Vehicles from the premises/areas where the VGA Activity is being conducted without the prior written authorisation of VGA.
- 3) The ownership of the Vehicles remains at all times with VGA.

Release, Indemnity and Vehicle Use



- 4) VGA may terminate the Participant's use of and repossess the Vehicles if it considers that the terms set out herein are being breached.
- 5) The Participant must at all times observe and comply with the applicable rules and regulations which govern the VGA Activity and must also comply with any and all directions given by VGA or its instructors during the VGA Activity.
- 6) Smoking is not permitted in the Vehicles.
- 7) The Participant will not carry in the Vehicles, or allow to be carried in the Vehicles, any dangerous goods.
- 8) The Participant will not allow the number of passengers in the Vehicles to at any time exceed the number which the Vehicles were designed, registered or licensed to carry. Further, the Participant will not tow a load in excess of that which the Vehicles were designed, registered or licensed to carry.
- 9) The Participant will ensure that the Vehicles are not used in a film or video production that is not expressly authorised by VGA.

Participant's Name

Participant's Signature

Date (day/month/year)