



PORSCHE

**PORSCHE DRIVING EXPERIENCE FORM OF DISCLAIMER AND INDEMNITY**

- 1.0 In electing today to be a passenger in and/or drive any of the high performance cars made available by Porsche Cars Great Britain Limited ("PCGB") for driving demonstration purposes, whether on road or track, I hereby acknowledge that:
  - 1.1 I do so entirely at my own risk;
  - 1.2 I am between 21 and 70 years of age, have held a valid full Driving Licence to drive a car upon public highways for at least two (2) years and continue to hold the same.
  - 1.3 I have fully understood the instructions given to me by the employees and/or agents of PCGB prior to the Porsche Driving Experience, and that I am fully familiar with the controls and operation of the vehicle. Accordingly, if there is any aspect of the controls or operation of the vehicle with which I am uncertain or unfamiliar, I will not drive the vehicle until further instruction has been given to me by the employees and/or agents of PCGB prior to or during the Porsche Driving Experience.
  - 1.4 I have not been convicted or had a period of disqualification within the last five (5) years in relation to driving offence codes CD, DD, DR or UT nor have I received any other conviction with a period of disqualification of more than six (6) months within the last three (3) years;
  - 1.5 I am medically fit so to participate and declare that my eyesight is up to the standard required of a road driving test and that I am not suffering from any disability which is likely to adversely affect my normal control of a vehicle. I am neither under the influence of alcohol, nor will I be under the influence of alcohol, nor am I taking or will I take any form of medication, drugs or other substances or know of any other reason, which would restrict me from participating in the Porsche Driving Experience or impair my driving abilities.
- 2.0 I accept that I owe a duty of utmost good faith to disclose to PCGB, its employees or agents any matter or fact that would or may affect their insurance policy and that I have disclosed any such material matter or fact. I accept that if I have failed to disclose any such material matter or fact or am in breach of any of the undertakings and acknowledgements given herewithin, such insurance may be void or voidable.
- 3.0 I accept and agree that in all circumstances, howsoever arising from my participation in the Porsche Driving Experience, where PCGB organises insurance of the vehicle, and the relevant insurer determines that an excess is payable by PCGB, I will, on demand and without delay, indemnify PCGB in full in respect of such excess payment up to a maximum of five hundred pounds (GBP £500).
- 4.0 I hereby acknowledge that PCGB will not be responsible for any liability, claim, loss, damage, costs or expense of any kind or nature (except for any liability of PCGB for death or personal injury caused by any negligence of PCGB, its employees or agents) arising directly or indirectly from my participation in the Porsche Driving Experience, whether as a passenger or as a driver. No claim of whatsoever kind shall be made by me or on my behalf or on behalf of any of my dependants against PCGB, its officers, employees or agents (other than in respect of death or personal injury caused by any negligence of PCGB, its employees or agents).
- 5.0 I fully accept that if, by my participation in the Porsche Driving Experience, any liability, loss or damage is incurred by PCGB, its employees and/or agents or any third party as a result of my negligence or any breach by me of the undertakings and acknowledgements that I have given above or in the Drivers Questionnaire including any false or misleading information, then PCGB shall be entitled to recover by way of indemnity on demand and without delay (i) full compensation from me for any liability, loss or damage so incurred including all costs and expenses on a full indemnity basis and (ii) the excess on any insurance policy maintained by PCGB in respect of the vehicle liability for which shall be up to a maximum of five hundred pounds (GBP £500).
- 6.0 This disclaimer and indemnity is governed by and construed in accordance with the Laws of England and Wales and I hereby submit to the exclusive jurisdiction of the English Courts.

**Name (PRINT):** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_ **Date** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Driving Licence produced/checked:** YES/NO

**Signed for and on behalf of PCGB by** (Employee/Agent of PCGB) \_\_\_\_\_

**Porsche Privacy Commitment**

We feel strongly about protecting your privacy, so your information will be held by Porsche Cars Great Britain Limited in accordance with the Data Protection Act 1998. Information we hold about you may be used for research and analysis or to contact you with relevant offers, invitations or information about our products, services or events. We may contact you by mail, telephone, fax, SMS or e-mail, if you have provided the relevant information. Your information will only be used by Porsche (this includes Porsche Cars Great Britain Limited, Porsche Centres, our associated companies or agents). Please note that we do not pass your information to third parties, however if you provide us with details of any dietary requirements, medical conditions, or a copy of your driving licence we may, if necessary, forward this information to our insurers. Please tick this box if you do NOT wish to be contacted by Porsche . To access or update your information please call 08457 911 911.