

## 2008/09 Land Rover G4 Challenge Applicant Release and Agreements

I, (print full name) \_\_\_\_\_, (hereinafter "I") affirm that I am a legal resident or citizen of the country for which I have applied, that I am 21 years of age or older, and that I am not an employee of Land Rover, its affiliated companies (including Ford Motor Company), its promotional agencies, licensees, contractors or co-sponsors involved with the 2008/09 Land Rover G4 Challenge, nor is anyone in my immediate family or household. In furtherance of my Application and in consideration of the opportunity to participate in the 2008/09 Land Rover G4 Challenge ("the Challenge"), I hereby agree as follows.

### 1. Publicity and Related Rights

I hereby grant Land Rover and its co-sponsors, respective affiliates, parent or subsidiary companies, officers, directors, employees, successors and assigns (collectively referred to here as "Land Rover" or "Sponsor"), and their producers, promotional agencies and contractors, and their respective employees, officers, directors, and agents, and others assisting Land Rover with the Land Rover G4 Challenge or the Programme (the latter collectively referred to as the "Agencies"), my irrevocable consent to use (or refrain from using), edit, adapt/modify, publish, copyright, assign or transfer, my name, likeness, photograph, voice, and any taped or recorded appearance or interview with me (collectively, the "Applicant Information"), in all media and types of advertising, publicizing, administration and promotion for the Land Rover G4 Challenge, in perpetuity wherever permitted by law, or else for a 10-year period of time from the end of the Challenge, without further compensation or approval by me (except as may be prohibited by law). For the avoidance of doubt, that use does not involve selling or sharing Applicant Information with unauthorized third parties for marketing purposes if I am selected as a participant/competitor in the Challenge or is otherwise inconsistent with the privacy notice and consent provisions of the Challenge Application and the related Applicant agreements (unless prohibited by law).


I understand that many activities related to the Challenge will be filmed, taped, photographed and otherwise recorded. I grant Land Rover, the Agencies, and their respective successors and assigns an absolute, irrevocable, worldwide, and perpetual right, to use (or refrain from using), my name, entry, likeness and photograph, voice, and any taped or recorded appearance, interview or other session with or including me, in publicizing, advertising, promoting, or administering the Challenge or the Land Rover brand, or the brands of any co-sponsors, in any and all print, electronic, digital, or satellite media, or in any other form or medium now known or hereinafter discovered, and to authorize others to do so, without further compensation or obligation to or approval by me (unless prohibited by law). The rights granted herein also include the right to publish, edit, copy, manipulate, license, exhibit, broadcast, transmit, print, distribute, adapt and modify all or any part of my name, entry, likeness, photograph, voice and any taped or recorded appearance or interview with me in accordance with the terms herein.

I further agree not to sue, nor to bring or cause to be brought, any legal proceeding against Land Rover, its Agencies, successors or assigns, or their respective officers, directors, employees and agents, for any claim or cause of action (whether now known or unknown) for any invasion of privacy, publicity, or personality, or use of my likeness in connection with the rights granted by me hereunder based upon, in connection with, or relating to the use and exploitation of my name, entry, likeness, photograph, voice, appearance or interview.

### 2. General Liability Release and Agreement **IMPORTANT:** Please read the following section carefully as it contains statements relating to Land Rover's liability to you.

A. **Important Information.** Because of the nature of the Challenge, Land Rover advises anyone with any of the following conditions against participating in the Challenge: back problems, heart conditions, visual impairment, elevated blood pressure, conditions which impair breathing (such as asthma and some allergies) and, for females, pregnancy.

IN SUPPORT OF

 International Federation  
of Red Cross and Red Crescent Societies



Participants must follow all instructions and other relevant rules whilst driving and engaging in all activities and events during the Challenge, as specified by Land Rover, its employees, or the rules and regulations of the country in which the event is taking place. Land Rover retains the discretion to decline or terminate the applicant's participation in or attendance at the event at any time in the interest of safety.

- B. **Applicant's Consent and General Liability Release.** I understand that the nature of the driving and other activities in connection with the Challenge calls for great skill and care and accordingly great caution is needed while driving and engaging in such activities in order to avoid creating danger for myself or others. In consideration of the opportunity to participate in one or more Challenge events or activities, I grant the following General Liability Release ("Release").

I understand that all aspects of the Challenge may involve risks/hazards, and that participating in the Challenge may expose me to the risk of accident, serious personal injury, disability, death and property damage. I knowingly and willingly agree to assume all such risks, and I accept and assume all risks of injury, death, illness or disease or other loss of damage to myself, to others, or to property of any kind, however caused, arising from or in any way from submission of application, selection of Competitors/Winner, participation in the Challenge and/or exploitation of the Challenge programme. I further accept and assume all risks known or unknown of any nature which may arise in any way from or relate to my participation in the selection process and/or participation in any stage of the Challenge.

Notwithstanding the foregoing I am aware that Land Rover accepts responsibility for any injury which I suffer or for my death only if such injury or my death is caused by the negligence of Land Rover.

During all on-road driving, both as a driver and as a passenger, I will wear the safety restraint belt, which is a requirement of participating in Land Rover G4 Challenge.

I will not at any time while driving either on or off-road be under the influence of alcohol or any drugs that might impair my alertness and driving abilities.

- C. **Medical Preference during Participation.** I declare that I am healthy and have no known medical condition that could affect my participation in the Challenge. In the unlikely event that something should occur or arise for which I may require medical treatment, I provide the following instructions. **(Initial one and only one of the options below.)**

\_\_\_\_\_ I hereby give consent, for the administration to and upon me, of any medical examination and/or treatment which, in the judgment of any physician, registered nurse or athletic trainer selected by Land Rover or its officers, employees, agents and/or servants, etc., may be necessary or advisable as a prevention or first aid measure in case of illness or accident while I am participating in activities of the Challenge. This consent includes emergency hospitalisation and surgery, where deemed necessary, and the administration of vaccines, blood transfusions and anti-toxins.

\_\_\_\_\_ I do not authorize any medical and/or treatment to be given to me while I am participating in activities of the Contest. Instead, I wish the following to be done:

\_\_\_\_\_

**My Alternate Emergency Contact is (Please Print)**

**Name:** \_\_\_\_\_

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

Phone: Mobile \_\_\_\_\_ Day \_\_\_\_\_ Eve. \_\_\_\_\_

I enter the 2008/09 Land Rover G4 Challenge entirely at my own risk and volition. I have read and understand all rules, requirements, and terms of participation, and agree to comply promptly and without reservation with all of them. I HEREBY RELEASE AND FOREVER WAIVE FOR MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, TO THE EXTENT PERMITTED UNDER APPLICABLE LOCAL LAW, ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, LOSS OF ANY KIND OR NATURE SUFFERED BY ME IN CONNECTION WITH PARTICIPATING IN THE CHALLENGE, INCLUDING ACCEPTANCE OR USE OF THE PRIZE; THIS RELEASE AND WAIVER INCLUDES ALL SUCH CLAIMS FOR COSTS, ATTORNEYS' FEES, LOSSES AND EXPENSES AND COVERS ANY CLAIMS WHICH I MAY HAVE AGAINST LAND ROVER, ITS AGENCIES, SUCCESSORS AND ASSIGNS, AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS INVOLVED IN ANY WAY IN THE 2008/09 LAND ROVER G4 CHALLENGE, AND EACH OF THEIR RESPECTIVE DISTRIBUTORS, WHOLESALERS, RETAILERS, SUPPLIERS, BROADCASTERS AND AGENTS.

3. **Confidentiality** I agree to keep strictly confidential and not disclose, publish, reveal or otherwise disseminate to any third party, without the prior written consent of Sponsor, any incident, conversation or information concerning the Challenge, the Sponsor, its Agencies, or the Programme (if any) at any time from the date of my application to twelve (12) months following the first transmission on television of the final episode of any Programme about the Challenge. This commitment includes my agreement not to communicate with the media (including, but not limited to, representatives from TV, radio, newspapers, magazines, or the internet) without the prior written consent of Sponsor.

4. **Affirmation**

A. **Participation, Prize and Expenses.** I understand that I am eligible to receive only the announced prize; that prizes are non-transferable; and that no substitutions will be made except at the sole discretion of Sponsor, or as provided in the Official Rules.

I understand and acknowledge that I am solely responsible for any and all expenses not expressly identified as covered by Sponsor in the Official Rules, including but not limited to, travel, living expenses, health care, and any life, travel, accident, property or other insurance related to participating in the Challenge.

I agree that Land Rover or its designee can terminate my participation in the Challenge immediately if any statement in my Application, signed Releases and Affidavits, or other material statements (including verbal statements) is false.

B. **Applicant's Affirmation.** I have entered the Land Rover G4 Challenge entirely at my own risk and volition. I have read and understand the Official Rules for the Challenge, the publicity and general liability releases, and have reviewed and verified that my Application is complete and in compliance with all laws, regulations, rules and terms applicable to the 2008/09 Land Rover G4 Challenge. I agree that this release does not in any way conflict with any existing commitment on my part. I hereby affirm my agreement to be bound by all terms and conditions set forth in these materials.

Print Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IN SUPPORT OF

