



ASTON MARTIN

**ASTON MARTIN TRACK DAYS  
DECLARATION & INDEMNITY FOR PARTICIPANTS AND PASSENGERS**

In consideration of me being permitted at the Event (as described below) to *[please tick as appropriate]*:

A. Drive either a vehicle provided by Aston Martin Lagonda Limited or, a vehicle which I provide to drive at the Event (where the Event so permits)

OR

B. Be a passenger in a vehicle which a participant in the Event (of whom I am a guest) has provided to drive during the Event (where the Event so permits)

I agree as follows:

1. I accept that I am solely responsible for any decision to drive or to be a passenger in any such vehicle at any time throughout the duration of the Event and that I do so freely at my own will and solely at my own unreserved risk.
2. Subject to paragraph 7, I assume all risks of injury to myself, my death and loss of or damage to my property (including to any vehicle which I provide to drive at the Event), that may be sustained by me driving or being a passenger in any vehicle during the Event.
3. Subject to paragraph 7, Aston Martin Lagonda Limited and West Racing Limited together with their associated companies, representatives, employees, officers, servants, suppliers, contractors and agents including any person involved at the Event including any driving instructors (together the "**Released Parties**") assume no liability for any injury to myself or to any third party, my death or that of any third party, or for loss of or damage to my property (including to any vehicle which I provide to drive at the Event) or the property of any third party, that may be suffered or sustained by me or any third party as a result of my driving or being a passenger in any vehicle during the Event, and I hereby waive any claims that I may have against the Released Parties in respect of any such injury, death, loss or damage.
4. Subject to paragraph 7, I hereby irrevocably release and hold harmless and indemnify the Released Parties from and against all claims, demands, actions, liabilities, costs and expenses brought, incurred or suffered in respect of any injury to myself, my death, or any loss of or damage to my property (including to any vehicle which I provide to drive at the Event), howsoever caused arising out of or in connection with my driving or being a passenger in any vehicle during the Event.
5. Subject to paragraph 7, and without prejudice to the above terms, I accept that if I refuse to wear any safety equipment that is offered to me for use during the Event, that I do so entirely at my own risk, and the Released Parties shall have no liability for any injury suffered or sustained by me, or for my death, resulting from such refusal, and I hereby waive any claims that I may have against the Released Parties in respect of any such injury or death.
6. The terms of this Declaration & Indemnity shall be binding upon me, my heirs, next of kin, beneficiaries and executors, administrators or other personal representatives.
7. The terms of this Declaration & Indemnity shall not operate so as to exclude the liability of the Released Parties for fraud or fraudulent misrepresentation or death or personal injury caused by the negligence of the Released Parties.

*Continued overleaf.....*



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*Aston Martin Track Days Declaration & Indemnity for Participants and Passengers continued....*

I confirm that I comply with the following requirements for participating in the Event (**Eligibility Requirements**):

- a) I am aged twenty five (25) years or over.
- b) I hold a driving licence which is valid for driving a motor vehicle on a public road within the country in which the Event is taking place, which I have held for a minimum of 5 years and which I have provided to West Racing Limited at the Event, and I have no prior or pending driving licence disqualifications.
- c) I have never been refused car insurance or had special conditions imposed.
- d) I am in good health and am not suffering from any medical condition or disability which could adversely affect or limit my ability to control a vehicle during the Event including but not limited to epilepsy, heart conditions, uncorrected hearing or vision impairment.
- e) I can speak and read English and understand English speech to a level that enables me to participate safely in the Event.
- f) I am not under the influence of alcohol or drugs and will not participate in the Event under such influence.
- g) If I am a passenger in any vehicle during the Event, I confirm that I am aged sixteen (16) years or over.
- h) Where I am providing any vehicle(s) to drive during the Event (where the Event permits it), I additionally confirm that the vehicle(s) are in good working order, safe, and in a suitable condition for use in the driving activities forming part of the Event and, unless the vehicle(s) is/are on-track only vehicle(s), are road legal and capable of passing an MOT test, or equivalent test in territories outside the UK.

The terms of this Declaration & Indemnity shall be governed by and construed in accordance with the laws of England and Wales and I irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in the event of any dispute arising under or in connection with this Declaration & Indemnity.

**EVENT**

Type: .....

Date(s) : .....

*I hereby confirm by agreement to the above terms:*

Signed:

Witnessed by:

Print Name.....

Print Name.....

Address .....

Address .....

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Signature.....

Signature.....

Date.....

Date.....