



ACTIVITY PARTICIPATION AGREEMENT

This Activity Participation Agreement is made on: _____ [Date]

BY: _____ [Name]

[Address]

[Drivers' licence number and State]

("the **Participant**")

in favour of Ford Motor Company of Australia Pty Ltd ABN 30 004 116 223 ("**Ford**"), every Ford Person and every Participating Person.

ACTIVITY: The **Ford 4x4 Experience** _____ [Event date/s]
involving the possibility of being a driver and/or a passenger of a vehicle at the event
("the **Activity**")

In consideration of participating in the Activity, the Participant hereby agrees to be bound by, and participate in the Activity on, the following terms.

Definitions

"Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost, loss or expense however arising from or in connection with the Activity, whether directly or indirectly.

"Consequential Loss" means loss of revenue, profit or opportunity to make a profit; or loss of opportunity; or special, indirect or consequential loss or indirect damage.

"Ford Person" means:

- (a) the Ford Representatives; and
 - (b) any of Ford's related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)); and
 - (c) any of Ford's officers, employees, contractors, agents, or other authorised representatives,
- who are involved or associated with the Activity.

"Ford Representative" means:

- Driving Solutions International Pty Ltd ABN 46 119 049 722.

"Participating Person" means a person participating in the Activity.

Acknowledgements, Representations, Warranties and Undertakings

1. The Participant acknowledges that the Participant's participation in the Activity is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Activity and accidents can and do happen which may result in personal injury, death or property damage. The Participant acknowledges that prior to undertaking the Activity, the Participant is aware of all of the risks involved, including those risks associated with any health condition which the Participant may have.



2. The Participant acknowledges that the Participant undertakes the Activity voluntarily in full knowledge of the inherent risks and at the Participant's own risk.
3. The Participant acknowledges that the assumption of risk and warning set out in clauses 1 and 2 above constitutes a 'risk warning' in accordance with relevant legislation, including the legislation set out in the Schedule.
4. The Participant represents and warrants that the Participant:
 - (a) holds a current and valid full Australian or overseas driver's licence and undertakes to produce it on request by Ford;
 - (b) if they do not hold an Australian licence, holds an International Driving Permit and undertakes to produce it on request by Ford;
 - (c) at the time of entry into this agreement is not, and at the time of undertaking the Activity will not be, under the influence of alcohol or illegal substances (including drugs);
 - (d) at the time of entry into this agreement, and at the time of undertaking the Activity will not be, under the influence of, any prescription or over-the-counter medicines which recommend against or prohibit driving;
 - (e) at the time of entry into this agreement is, and for the duration of the Activity will continue to be, medically and physically fit and able to undertake the Activity;
 - (f) is not a danger to themselves or to the health and safety of others;
 - (g) has not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells;
 - (h) is not presently receiving treatment for any condition, illness, disorder or injury which would render them unsafe to participate in the Activity;
 - (i) must, and the Participant agrees that they will, disclose any pre-existing medical or other condition that may affect the risk that either the Participant or another person will suffer injury, loss or damage;
 - (j) has the mobility to easily get themselves in and out of any vehicle as part of the Activity without any assistance; and
 - (k) will wear a seatbelt at all times when inside any vehicle as part of the Activity.
5. The Participant acknowledges that Ford relies on information provided by the Participant in connection with the Activity and represents and warrants that all such information is accurate and complete.
6. The Participant agrees to report any accidents, injuries, loss or damage they or any other person suffers during the Activity to Ford as soon as possible after the accident, injury, loss or damage occurs.
7. The Participant acknowledges and agrees that Ford or a Ford Person may demand a medical certificate or opinion as to the fitness of the Participant to participate in the Activity from a qualified medical practitioner prior to the Participant undertaking the Activity and, if the Participant refuses or fails to produce such certificate or opinion, Ford may determine in its sole discretion that the Participant is ineligible to participate in the Activity.
8. The Participant must:
 - (a) drive in a safe and responsible manner and comply with all applicable road and traffic rules and laws at all times while undertaking the Activity;



- (b) observe, comply with and obey all instructions given by Ford and/or any Ford Person prior to and during the Activity;
 - (c) not eat, drink or smoke in any vehicle while undertaking the Activity; and
 - (d) not have more than 3 passengers in any vehicle while undertaking the Activity.
9. The Participant acknowledges and agrees that Ford reserves the right to withdraw the Participant's participation in the Activity at any time if at any time Ford or any Ford Person, in its sole discretion, determines that the Participant's actions and/or behaviour pose or may pose a risk to the safety or welfare of the Participant, other persons or damage to any property.
10. The Participant acknowledges and agrees that the Participant may be photographed and/or filmed by Ford in connection with the Activity. The Participant hereby grants to Ford and Ford Persons a non-revocable, perpetual, royalty-free, world-wide right to use the Participant's image, voice and likeness captured in film and/or photographs for the purposes of any advertising and marketing for, or publicity of, Ford, and for Ford's internal use, including without limitation, in photographs, film, videotape, online content (including on social media platforms such as Facebook, YouTube and Twitter) or in any other media or medium whatsoever, and by any means, whether now known or subsequently invented or devised. Without limitation, the Participant acknowledges that the Participant will not be entitled to any benefits or payment in respect of the use of the film and/or photographs by Ford. The Participant acknowledges that the Participant has no rights in the copyright (or any other intellectual property) in the film or photographs. If the Participant does not wish to be filmed or photographed during the Activity, the Participant is required to notify event staff prior to the Activity.

Liability of Participant

11. The Participant acknowledges and agrees that it will be liable for any fees, charges or penalties imposed in connection with any traffic infringements or breaches by the Participant of road or traffic laws or regulations in connection with the Activity and must reimburse Ford for any such fee, charge or penalty within 7 days of a written request by Ford.

There is no limitation on the Participant's liability at law or under this agreement arising from, or in connection with, in any way, directly or indirectly, this agreement or the Activity.

Exclusion of Liability of Ford

12. The Participant acknowledges and agrees that, to the extent permitted by law (including the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), Ford, Ford Persons, Ford Representative and Participating Persons are not liable for:
- a. any death or injury of any person; or
 - b. any loss, damage or destruction of any property,
- whether the death, injury, loss, damage or destruction be direct, indirect or Consequential Loss arising from, or in connection with (in any way, directly or indirectly) this agreement or the Activity, other than to the extent directly caused or contributed, either wilfully or negligently, by Ford.

Release and Indemnity



13. The Participant acknowledges and agrees that, to the extent permitted by law (including the Australian Consumer Law), the Participant will not bring or pursue, or procure that a third party bring or pursue, or provide financial support for or otherwise support, any Claim against Ford, Ford Persons or Participating Persons .
14. The Participant acknowledges and agrees that, to the extent permitted by law (including the Australian Consumer Law), the Participant releases Ford, Ford Persons, Ford Representative and Participating Persons in relation to any Claim against Ford, Ford Persons or Participating Persons .
15. To the extent permitted by law (including the Australian Consumer Law), the Participant indemnifies Ford, Ford Persons, Ford Representative and Participating Persons against:
 - (a) any Claim that may be incurred or sustained by Ford, Ford Persons or Participating Persons ; or
 - (b) any Claim brought or made against Ford, Ford Persons or Participating Persons (by the Participant, in the Participant's name or on behalf of the Participant or by any third party);arising from, or in connection with, in any way, directly or indirectly, this agreement or the Participant's participation (or attempted participation) in the Activity.
16. The releases and indemnities in clauses 13, 14 and 15 shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is directly caused or contributed, either wilfully or negligently, by Ford.

Bar to proceedings

17. Ford, Ford Persons, Ford Representative and Participating Persons may plead this agreement as a bar to proceedings now or in the future commenced by or on behalf of the Participant or by any person claiming through the Participant.

Privacy

18. The Participant agrees to Ford collecting personal information about the Participant (“PI”) in connection with the Activity and disclosing such PI to third parties for the purposes of the Activity. If the Participant does not provide certain information (eg, drivers’ licence details), the Participant may not be permitted to participate in the Activity.
19. The Participant agrees to Ford using and disclosing the PI in accordance with applicable laws and its privacy policy to any Ford Person and other third parties or as required by law. Ford may disclose your personal information to overseas locations, such as USA, China, Singapore and India. Ford’s privacy policy, which can be viewed at www.ford.com.au/privacy, states how individuals can access or correct any personal information Ford holds about them, how to complain about a privacy breach by Ford and how Ford will deal with a privacy complaint. Participants can also contact Ford at 13 FORD (13 3673) or via the Contact Us page at www.ford.com.au.

Miscellaneous



20. This agreement constitutes the entire agreement between the parties in respect of the Activity and supersedes all other agreements, understandings, representations and negotiations in respect to the Activity.
21. This agreement is governed by the laws of Victoria and the Participant irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the courts of Victoria.
22. The Participant:
 - (a) agrees that in the event that any clause or provision of this agreement is held to be invalid by any court of competent jurisdiction, the invalidity of that clause or provision will not otherwise affect the remaining provisions of this agreement, which will continue to be enforceable; and
 - (b) expressly excludes from the construction of this agreement, any rule of practice or construction that would apply to read down or otherwise alter the effect of the waivers, releases and indemnities expressed in it and does so for good consideration, including without limitation the opportunity to participate in the Activity.

By signing below, the Participant acknowledges that the Participant has read, understood and accepts the terms of this agreement.

Executed by the Participant

Name (print)

Signature

Date