



DISCLAIMER THE LAND ROVER EXPERIENCE – ON & OFF ROAD

The Land Rover Experience 4X4 Driving (the Experience) involves driving in exceptional circumstances, where there are inherent risks of damage to both you and your property.

This document contains pre-conditions with which you must confirm you comply and terms to which you must agree in order to participate in the Experience.

1A. Pre-conditions
All drivers must hold a full UK driving licence. If your licence was issued outside of the UK then please notify us prior to participating in the Experience so we can determine whether you may still participate.
Any drivers under the age of 25 must contact the centre to give their driving licence details <u>prior</u> to the experience date – please contact the centre on 0844 848 4469
All drivers must have no more than 6 current penalty points on their licence to enable them to participate in any on-road requirements of the course. You must notify us if you have more than 6 penalty points on your driving licence.

1B. General Pre-Conditions:

- (a) You do not know of any circumstances which would disqualify you from driving;
- (b) You are not currently suffering from any physical or mental condition which would restrict or impair your alertness or driving ability and of which you have not informed us;
- (c) The course may be unsuitable for those who suffer from back problems or any other conditions including pregnancy, which may be effected by rigorous activity.

2 Your Obligations

- (a) Whilst attending the Experience, you will at all times follow all lawful instructions and any other relevant rules notified to you.
- (b) You will not at any time whilst attending the Experience be under the influence of alcohol or any drugs, which may impair your alertness, and driving ability and you will behave in a safe, appropriate and prudent manner.
- (c) You will at all times exercise the necessary and high degree of care and attention whilst participating in the Experience.
- (d) If you suffer from any disability that could impair your access to the facilities and/or vehicles used in the Experience, you will inform us prior to attending the Experience so that we can make any required and available adjustments.
- (e) You will be responsible for the safekeeping of any property (e.g. cameras) you take with you on the Expe
- (f) During the on-road driving you will drive and be driven as a passenger and at all times must wear the restraint belt.
- (g) You will be responsible for any speeding and parking fines incurred whilst driving the vehicle.

3 Our rights

- (a) We may, at our sole discretion and at any time, decline or terminate your attendance at the Experience in the interests of safety or otherwise.
- (b) We reserve the right to amend, or withdraw, the Experience, in total or in part, without prior notice if we have reasonable grounds to do so. If we withdraw the Experience in total then you will be entitled to a full refund of amounts paid to us for that Experience.

4 Children

- (a) Children between the ages of 12 and 17 years (inclusive) and over 1.5m tall are only allowed in the vehicle on the basis that they are passengers and comply with the same obligations as you agree to in point 2. Children under the age of 12 or under 1.5m tall are only allowed to participate as passengers though prior special arrangement . please contact the centre on 0844 848 4469.
- (b) The parent/guardian signing below agrees to be responsible for the child named below and his/her actions and will ensure he/she complies with his/her obligations;
- (c) By signing below the parent/guardian is agreeing to the application of section 5 below in respect of the child's participation in the Experience.
- (d) There are very limited facilities for non-participating children and families wanting to wait for friends/relatives who are on course. Children must **NOT** be left unattended at any time. Children are the responsibility of either parent or a guardian at all times

5 Liability

- (a) Your safety is our highest priority but you acknowledge that the Experience involves driving in exceptional circumstances where there are inherent risks of damage to both you and your property. By participating in the Experience you agree that you accept that you share in the responsibility to maintain your own safety and that of others and of property by your own actions or conduct.
- (b) We will be liable for death or personal injury caused by our negligence or through our breach of statutory duty.
- (c) We shall in no circumstances be liable to you to the extent any liability arises due to your non-compliance with the pre-conditions in 1A above or any of your obligations.
- (d) Save as set out in this section 5 we shall not be liable to you whether in contract, tort (including negligence) or otherwise for any direct loss or damage including financial loss, or loss of contracts or goodwill (save that we will be liable for any damage or loss to your tangible property which is directly caused by our gross negligence or wilful misconduct) or for any indirect, special or consequential loss or damage.
- (e) At any time you may withdraw from participating in the Experience, in which event you must notify an instructor on site who will arrange or give you directions for your safe departure from the site.

6 Acknowledgement of Understanding

You confirm that you have read this document and fully understand its contents. You understand that by signing this document you agree to be bound by the above terms and conditions. By signing this disclaimer, any photographs taken or images captured during the Experience may be used for future marketing/promotional purposes.