

TRACTION CIRCLE CLUB (Registration Number T02SS0068E), a society registered in the Republic of Singapore and having its registered office at 3016 Bedok North Ave 4 #01-22 · Singapore 489947 ("**TCC**");

SEPANG INTERNATIONAL CIRCUIT SDN. BHD., a company incorporated in the Malaysia and having its registered office at Jalan Pekliling, Sepang F1 Circuit, 64000 Sepang, Selangor, Malaysia ("**SIC**");

AND

all their office bearers, employees, officials, agents, servants, representatives, licensees, subcontractors, subsidiaries, associates, assignees, or any other entity controlled by them and all persons participating or assisting in the Events (together the "**Indemnified Parties**")

WHEREAS:

- (A) TCC is the organiser of the Track day events (the "**Events**") to be held at Sepang International Circuit.
- (B) The Participant has registered to participate in the event.

NOW THIS DEED WITNESSETH as follows:

1. The Participant confirms and acknowledges that he is fully aware of the risks and dangers to person and property inherent in attending or participating in any motoring activity, the Events and activities associated therewith, and agrees to observe all rules and instructions given by TCC (and its office bearers, officials, agents, representatives, and all persons assisting TCC in the Events) and SIC (and its servants, employee, agents licensees, subcontractors, subsidiaries, associates, assignees or any other entity controlled by SIC) for the event.
2. The Participant hereby agrees to hold indemnify and keep indemnified, the Indemnified Parties from and against all demands, actions, claims, costs, and expenses whatsoever in respect of death, injury, loss or damage to the person or property of himself, his crew/mechanics, his invitees or any other person as the case may be, howsoever caused, arising out of or in connection with their respective attendance and/or participation in the Events in any manner and notwithstanding that the same may have been contributed to or occasioned by the negligence of the Indemnified Parties or any one of them.
3. The Participant understands that should he at the time of the Events be suffering

from any disability whether permanent, temporary or otherwise which is likely to affect prejudicially his normal control of his vehicle, he may not take part unless he has declared such disability to TCC (who has following such declarations, issued a license which permits him to do so).

4. The Participant acknowledges and agrees that, if required, TCC, its office bearers, officials, agents, representatives, and all persons assisting TCC in the Events, may arrange medical or hospital treatment (including ambulance transportation or air evacuation) for him, his crew/mechanics or his invitees and hereby authorises such actions being taken by them. The Participant hereby agrees to meet, and shall indemnify and keep indemnified TCC, its office bearers, officials, agents, representatives, and all persons assisting TCC in the Events, against all costs and expenses associated with such actions. The Participant understands and accept that it is compulsory for him, his crew/mechanics or his invitees to have medical insurance in some form which covers his participation and/or attendance in this Events and accepts responsibility for the cost of medical expenses that may exceed the cover provided by the insurance.
5. The Participant hereby declare to the best of his belief that he possesses the standard of competence necessary for the Events and that the vehicle entered is suitable and roadworthy for the Events having regard to the course and the speeds which will be reached.
6. The Participant recognize and accept that the sole jurisdiction in all matters arising out of the Events is vested in TCC under the sporting codes specified in the Supplementary Regulations.
7. This Deed shall be binding on the Participant's heirs, executors and legal representatives and ensure to the benefit of each Indemnified Party and its successors.
8. This Deed shall be governed by, and construed in accordance with, the laws of Singapore and Malaysia and the Participant hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore and Malaysia.