

**RELEASE AND INDEMNITY DEED POLL – NEW ZEALAND**  
**RISK WARNING**

**The Mercedes-Benz Driving Event (the “*Program*”) at Hampton Downs Motorsport Park (the “*Track*”) during August 2024 is a dangerous recreational activity. Participation (including passive participation or attendance) is at your own risk.**

**I acknowledge, agree and understand that:**

1. **Voluntary assumption of risk:** My participation in the Program will expose me to the possible, significant and obvious risks of harm, personal injury (physical and mental injury), or death to the participant, other Track users, passengers, instructors, pedestrians, attendees, Program staff and officials and spectators. These risks may materialise as a consequence of vehicle(s) or parts of them colliding with other vehicles, persons or property, accidents, technical or mechanical failures, weather and Track conditions, obstacles or as a consequence of other obvious or reasonably foreseeable matters not set out in this Deed Poll. I am participating in the Program voluntarily and at my own risk and I may withdraw from the Program at any time. By signing this Deed Poll, I assume the risk of loss, damage or injury (including death) which may be sustained by me or my property which is in any way connected with the Program or my attendance at the Track, as set out in clause 4 below.
2. **Obligations during the Program:**

I confirm that I am over 20 years of age or will be over 20 years of age on the date of the Program, and acknowledge that I must be over 20 years of age to participate in the Program and I agree:

- a. to follow the rules, conditions, directions and signs given or shown to me during the Program by Mercedes-Benz, the Personnel, the Track Owner, and its managers, employees, contractors or others;
  - b. that I have, and at all times during the Program will have, a zero blood alcohol content level and I am not, and at all times during the Program I will not be, under the influence of any drug, or any other substance which may affect my ability to drive;
  - c. that at all times during the Program I hold a current and valid full New Zealand motor vehicle driver’s licence (that is not suspended or restricted) which entitles me to drive on a public road in New Zealand and the type of vehicles I drive during the Program and I will present it whenever asked;
  - d. to at all times drive safely and in accordance with all instructions given to me, and, without limiting the foregoing, not to drive or otherwise conduct myself in such a way as to put me, any other person or property at risk of damage, Death or Personal Injury;
  - e. to obey any conditions of entry to the Track and acknowledge that my participation in the Program is subject to those conditions;
  - f. if I am between 20 and 25 years of age, I will not drive a vehicle which has more than four cylinders or any AMG vehicles; and
  - g. to comply with all laws (including regulations) applying or otherwise relevant to the Program.
3. **Safety and Medical disclosure:** I confirm that I am in good physical condition and physically able to participate in the Program which I have elected to undertake and to the best of my knowledge that I have no existing medical condition or medical complaint (or reasonable grounds for suspecting that I may have or may suffer from any condition) that may in any degree affect the use of the Track, facilities, equipment, my health, my safety or the safety of others (“**Condition**”).
  4. **My rights:** To the extent that I have any rights provided under the Consumer Guarantees Act 1993 (NZ) for Losses incurred by me in relation to the Program (including, without limitation, if the Program is not delivered with due care and skill and is not fit for purpose) (“**Consumer Guarantees**”), I acknowledge that under this Deed Poll, to the full extent permitted by law, I give up those rights, as set out in clause 4(a) and 4(c) below. I also understand that, separate from and in addition to any Consumer Guarantees (if any are applicable), to the extent I have any other rights in respect of Losses I sustain as a result of the Program, which could include, without limitation, rights arising as a result of negligence, rights arising under contract or under statute, or rights arising otherwise at law (“**Other Rights**”), then, to the full extent permitted by law, I give up all those Other Rights, as set out in clause 4(d) and clause 4 (e) below.

**Rights against Mercedes-Benz:** I agree that, to the full extent permitted by law, Mercedes-Benz will not be liable to me or to any person claiming through or on behalf of me for:

- a. any Losses arising out of or in connection with any Death or Personal Injury which is or may be suffered by me as a result of a breach of the Consumer Guarantees in connection with the Program, my participation in the Program, or my attendance at the Track, except when the Death or Personal Injury was caused by the reckless conduct or gross negligence of Mercedes-Benz; and
- b. in respect of all my Other Rights, any Losses that arise out of, or are otherwise connected with, the Program, my participation in the Program, or my attendance at the Track.
- c. To the full extent permitted by law I release and discharge Mercedes-Benz from any and all Losses referred to in clause 4 of this Deed Poll. I agree not to bring any Claim against Mercedes-Benz in relation to such Losses and I agree to waive all rights in respect of any Claim that I have or may have which relates to or arises out of any such Losses.

**Rights against the Personnel and Track Owner:** I agree that, to the full extent permitted by law, the Personnel and the Track Owner will not be liable to me or to any person claiming through or on behalf of me in respect of any Losses arising out of or otherwise connected with the Program, my participation in the Program or my attendance at the Track, whether arising in tort, contract, under statute or otherwise at law:

- d. I agree that to the extent that the Personnel and the Track Owner cannot exclude their liability to me, but may limit their liability, the liability of the Personnel and the Track Owner is limited to the full extent permitted by law.
- e. To the full extent permitted by law, I release and discharge any and all of the Personnel and the Track Owner from any and all such Losses and
- f. agree not to bring any Claim against any of the Personnel or the Track Owner in relation to such Losses and I agree to waive all rights in respect of any Claim that I have or may have which relates to or arises out of any such Losses.

Nothing in this Deed Poll excludes, restricts or modifies, or has the effect of excluding, restricting or modifying, the application of, or my exercise of the Consumer Guarantees or any liability for failing to satisfy the Consumer Guarantees related to, or in connection with, the Program, where to do so would have the effect of rendering the relevant provision in this Deed Poll void or otherwise unenforceable.

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- 5. **Indemnity:** To the full extent permitted by law, I indemnify each and all of Mercedes-Benz, any Personnel and the Track Owner against any Losses suffered or incurred by any of them and against any Claims made or brought against any of them which are caused by or arising out of any act or omission that is attributable to me or to any breach of this Deed Poll by me, including without limitation any Claim brought against Mercedes-Benz by the Track Owner or another Program participant.
- 6. **Severability:** If any provision in this Deed Poll is held to be illegal, invalid, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this document, and the rest of this Deed Poll remains unaffected and in force.
- 7. **Parties to take the benefit of the Deed Poll:** I agree that each of Mercedes-Benz, any one or more of the Personnel and the Track Owner are separately entitled to the benefit of the exclusions and releases of liability set out in this Deed Poll. I understand that any one or more of Mercedes-Benz, any Personnel or the Track Owner may independently enforce this Deed Poll or plead this Deed Poll as a bar to any claim made against them by me or any person claiming through or on behalf of me. Mercedes-Benz enters into, or otherwise accepts the benefit of, this Deed Poll on its own behalf and as agent of, and trustee for, the Personnel and the Track Owner to the extent that the exclusions and releases of liability set out in this Deed Poll are expressed to benefit the Personnel and the Track Owner.
- 8. **Governing Law:** This Deed Poll and any legal action involving this Deed Poll or its effect are governed by the laws of New Zealand.
- 9. **Interpretation:** For the purposes of this Deed Poll:
  - a. **"Claim"** means any claim, allegation, suit, action, demand, cause of action or proceeding, irrespective of when or howsoever it arises, whether or not it is present or future or actual or contingent, whether or not it is fixed or unascertained, or whether or not it is at law (including under contract or tort, including for negligence), in equity or under statute;
  - b. **"Losses"** means any damages, obligations, liabilities, costs, expenses or losses, including, without limitation, reasonable legal fees and expenses, court costs, arbitration fees, penalties, fines, and amounts paid in settlement of claims, of any kind whatsoever and howsoever arising, whether direct, indirect, special, consequential or otherwise;
  - c. **"Mercedes-Benz"** means Mercedes-Benz New Zealand Limited and Mercedes-Benz Australia/Pacific Pty Ltd;
  - d. **"Personnel"** means each of Mercedes-Benz's employees, agents, affiliates, dealers, related bodies corporate and subcontractors; and
  - e. **"Track Owner"** means any one or more of the owner and the occupier of the Track (as may be applicable).
- 10. **Payment of insurance excess:** I acknowledge that the vehicles are covered by comprehensive insurance, which is subject to the excesses set out below ("**Excesses**"). Without limiting the indemnities provided clause 5, I agree that, when a vehicle is damaged due to an act or omission attributable to me, if requested by Mercedes-Benz, I will pay to Mercedes-Benz upon demand the applicable Excess (or if the loss or damage is less than the applicable Excess or is unable to be recovered under the relevant insurance policy, then such amount less than the applicable Excess or is unrecoverable).  
**Excesses:** Vehicles (other than AMG): **\$5,000**; AMG Vehicles: **\$10,000**.

#### 11. Privacy Policy and consent to use of name, image etc:

Mercedes-Benz New Zealand is governed and complies with the New Zealand Privacy Act 2020 (as amended from time to time) and the information Privacy Principles which are found in that Act. A copy of the Mercedes-Benz Privacy Policy is available on our website: [www.mercedes-benz.co.nz](http://www.mercedes-benz.co.nz).

For the purpose of promoting this Program, and by signing this Deed I agree to Mercedes-Benz (and third parties authorised by Mercedes-Benz) using my name, likeness, image, photo and/or voice in any media (including within and outside New Zealand and/or Australia) for an unlimited period without any obligation on Mercedes-Benz to pay me any remuneration, compensation or fee.

**EXECUTED AND DELIVERED AS A DEED POLL IN NEW ZEALAND.**

By signing this Deed Poll, I acknowledge that I have read and understood this Deed Poll and have accepted and agreed to the terms and conditions.

By ticking this box I acknowledge and agree to the collection of my personal information, including my Drivers Licence details, a copy of which is attached to this Deed

\_\_\_\_\_  
Signature of participant

In the presence of:

\_\_\_\_\_  
Signature of witness\*

\_\_\_\_\_  
Name of participant (print)

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Date (print)

\_\_\_\_\_  
Occupation of witness (print)

\_\_\_\_\_  
Driver's licence number

\_\_\_\_\_

\_\_\_\_\_  
Expiry date

\_\_\_\_\_  
Address of witness (please print)

\*witness should not be a party to the deed.