

**Shere Hill Climb 4th September 2022 (“the Event”)  
Terms and Conditions of Participation**

**Driver’s Indemnity**

**WARNING: PARTICIPATING IN THE EVENT MAY BE DANGEROUS AND RESULT IN INJURY, OR DEATH**

By signing below and/or participating in the Event, you agree to the following terms and conditions:

**1. General**

- The Organisers of the Event are SHC 2017 Ltd (“the Organisers”)

**2. Rules of the Event**

- The Event will be held on a marked course on a closed public highway. Whilst the course will be closed to ordinary traffic during the Event, drivers and passengers (“Participants”) must still comply with all applicable laws and rules of the Highway Code, including speed limits both on the course and whilst driving from the end of the course back to the Paddock. **The course and anyone using it are subject to the Road Traffic Act. All drivers are required to drive responsibly within the rules of the road and run the risk of exclusion if deemed to breaking those rules.**
- The Organisers do not have absolute control over the ability of people or animals to access the course, and participants must bear in mind their potential presence on the course notwithstanding the closed public nature of the event.
- The Event is a classic car demonstration and **not** a timed motorsport event. Drivers must not compete with other drivers in any manner. Drivers must not drive at any time whilst under the influence of alcohol or any other intoxicating substance.
- The Organisers will not provide motor sport level of protection for the road or vehicle safety regulations, as it is **not** a Motor sport (MSA) event. Participants will be responsible for obtaining and maintaining, at their own cost, adequate insurance which is suitable to the Event. To the extent that the Event includes insurance coverage, Participants agree that they are responsible for assessing the extent and adequacy of that coverage. Participants also agree to comply with the terms and conditions of any third party associated with the Event, including any venue / company which provides and/or manages the Event.
- All drivers must attend the driver briefing with the Clerk of the Course at 8:30am
- Runs up the hill will only be permitted if the run number is displayed and the driver’s lanyard and/or wrist band is worn.
- While on the hill all drivers are under the control of Marshals. Drivers must not start until given a signal by the Marshal at the start line. If a Marshal shows a red flag then the driver must slow to walking pace and stop as quickly as possible where they are not obstructing the hill. Drivers may not re-start until given permission by a Marshal.
- Once over the finish line drivers must proceed with caution, there will be pedestrians and vehicles on the road after the finish line.
- The event will be open from 7:00am to 6:00pm, vehicles are left in the paddock at the owners’ risk.
- The speed limit in the paddock is 5mph.
- Marshals will control the movement of vehicles in and out of the paddock to the start of the hill.
- Spectators are allowed into the paddock area and participants’ vehicles must be left in a safe condition and properly secured.
- Dogs are not permitted unless kept fully under control on a short lead.

**3. Declarations and Assumption of Risks**

- I understand the nature of the Event and that participation poses an inherent risk of accident and injury to both myself and others. I enter it voluntarily and fully accept and assume every such risk for loss, damage, or personal injury.
- I am participating in the Event for fun and recreation.
- I accept sole responsibility for my own safety, and that of other participants and spectators.
- I am responsible for the condition and suitability of my vehicle during the Event.
- I declare that my vehicle is roadworthy, properly licensed, adequately insured and otherwise legal for use on public roads and in the Event.
- I declare that I am in good health and my eyesight is of a standard allowing me to participate safely. I am not suffering from any medical condition or disability that may adversely affect my control of a vehicle, or that might make it in any way unsafe for me to drive in the Event.

- I accept that I will be responsible for any decision regarding my fitness to drive at any point during the Event. I understand that the Organisers reserve the right to remove me from the Event at any time, if they consider my actions to be dangerous or detrimental to the Event.
- If I cause any damage to the public highway, Surrey County Council may require me to pay for repairs.
- I agree to comply with all the Event's terms and conditions of entry.
- I undertake to notify the organisers forthwith in the event of any change in the information provided by me and the declaration made by me above.

#### **4. Release of Liability and Indemnity**

- I hereby release and forever discharge and hold harmless the Organisers and their successors and assigns from any and all claims, damages, liabilities, actions, demands and/or injuries of whatever kind or nature, either in law or in equity, including but not limited to death and/or bodily injury (except to the extent caused by the Organisers' negligence), property damage, or loss or damage of any other kind, arising in whole or in part, directly or indirectly, from my participation in the Event.
- I agree to indemnify, and hold harmless the Organisers and their successors and assigns against any and all claims, damages, liabilities, actions, demands and/or injuries arising directly or indirectly out of my breaching these terms and conditions, and/or otherwise arising out of my participation in the Event, including without limitation any damage or personal injury to other participants or spectators that I cause or contribute to, whether arising, made or claimed during or after the Event.

#### **5. Image Rights**

- I grant the Organisers permission to utilise images or film of me, or my vehicle, whilst at the Event for the purposes of promotion of the Event and future similar events.

#### **6. General**

- Nothing in these terms and conditions is intended to or will exclude and/or limit the Organisers' liability (1) for death and/or bodily injury caused by its negligence; or (2) to the extent that it cannot be excluded or limited under applicable law.
- If any court of competent jurisdiction holds that any provision of these terms and conditions are illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the terms and conditions will not be affected or impaired, and all remaining terms and conditions will remain in full force and effect.
- The Organisers reserve the right to change these terms and conditions at any time and will notify Participants of those changes. If you continue to participate after such notification you will be deemed to have accepted those changes.

I declare that I have read and understood these terms and conditions. I am aware that they include a release of claims against, and an indemnity in favour of, the Organisers.

#### **Run Number (Official use only)**

**Signature**

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**Name**

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**Date – 4th September 2022**