



# DRIVING ACADEMY

TITLE:	COUNTRY:
FIRST NAME:	PHONE NUMBER:
SURNAME:	EMAIL:
ADDRESS:	OCCUPATION:
	CONTACT NAME AND NUMBER IN CASE OF EMERGENCY:
	NAME
POSTCODE:	NUMBER

I hereby grant this indemnity in consideration of LDA Hethel (UK) Limited whose registered office is at 46 Swan Street, West Malling, Kent ME19 6LP. ("LDA") permitting me to drive and/or ride in a Lotus vehicle on the Lotus track at Hethel ("the Track").

I understand that driving or riding in vehicles on the Track involves a degree of risk. I will abide by all rules, terms and conditions, and procedures applicable to the use of the Track and the reasonable instructions of LDA employees and agents (including without limitation not to drive or ride in any vehicle on the Track).

I understand that LDA employees and agents may cancel the driving of and/or riding in vehicles on the Track at any time:

1. for any reason relating to my health and safety and/or the health and safety of any other person; and/or
2. if the Lotus Driving Academy considers that I, or any other person using the Track, appears unfit to drive for medical reasons or due to the influence of alcohol or drugs.

I acknowledge that I drive or ride in vehicles on the Track entirely at my own risk.

I hereby waive and release LDA and its associated companies from any claim which I may at any time have against LDA and/or its associated companies (whether in contract, tort - including negligence and breach of statutory duty - statute or otherwise) in connection with or arising from my use of the Track except claims in respect of death and personal injury arising out of LDA's negligence.

For the avoidance of doubt nothing in this indemnity and waiver shall exclude LDA's liability for death or personal injury arising out of LDA's negligence in any way.

I warrant that:

I hold a full and valid driving licence and that I do not have endorsements or penalties that could disqualify me from driving on the Track.

I confirm that I do not suffer (and have no history of suffering) from epilepsy, any heart condition or any other medical condition which may affect my ability to drive or ride in any vehicle on the Track.

I shall indemnify, and keep indemnified, LDA and its associated companies in full against any and all liability (whether in contract, tort, (including negligence and breach of statutory duty) statute or otherwise), costs, expenses, claims, damages or judgments in respect of any loss or damage to persons or property which LDA and/or its associated companies suffers whether in respect of a third party or otherwise in connection with or arising from my use of the Track.

I understand that whilst on Lotus property I may, from time to time, see confidential project or development vehicles or parts of such vehicles ("Confidential Vehicles"). I undertake that I will not take any photographs or record images in any format whatsoever of any Confidential Vehicles and shall not discuss the existence of any Confidential Vehicles with any third party.

I am liable to pay the first £1,000 of any damage caused to any vehicle that I drive during the course of the day where that damage is due to a lack of care, negligence or failure to follow the instructions of my instructor.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Witness to the above signature: \_\_\_\_\_ Address \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

[print name in block letters]

- In ticking this box you acknowledge and agree that the Lotus Driving Academy and Lotus Cars will collect, process and use your personal information to provide services and products, provide customer service, as well as other purposes as detailed in our Privacy Policy. You may request access, correction and deletion of personal information that the Lotus Driving Academy or Lotus Cars maintain about you and you may object at any time to the processing and use of personal information for marketing purposes or exercise any statutory rights applicable to you.