

## WAIVER OF RISK & INDEMNITY FORM

Before taking part of the event at Pertamina Mandalika International Circuit (PMIC) which operate by MGPA, you are advised to read this waiver of risk & indemnity form carefully before signing. This statement contains terms and conditions designed to create legal obligations on your behalf. By signing this waiver of risk & indemnity form you accept that you have read and agree to be bound by the terms of this **below** statement **as follow as**:

Client Name : \_\_\_\_\_ Nationality : \_\_\_\_\_  
Address : \_\_\_\_\_ Driving License : \_\_\_\_\_  
Contact Number : \_\_\_\_\_ Age / Blood : \_\_\_\_\_ / \_\_\_\_\_  
Emergency Contact : \_\_\_\_\_ ID / Passport : \_\_\_\_\_

I (client) declare and **agree** that:

1. I have/will before taking part, inspect(ed) the circuit and the course and take note of the physical and other features present.
2. I will take part ONLY if satisfied as to the circuit and the course, its layout, features and my safety.
3. By taking part, I accept the risks involved including the risk of injury or death to myself, guests, customers and staffs, others and damage to me and others property and use of the circuit is voluntary and solely at the my own risk and that I assumes such risk.
4. I am competent to take part and (if I am driving and/or riding) that I am in possession of a full current valid driving and/orriding license for the type of vehicle and/or bike I will be using.
5. The vehicle and/or bike is safe and fit for use in the activity I attend. I also declare that the vehicle and/or bike complies with all applicable safety regulation and requirements of the FIA/FIM/IMI or circuit and must be examined and approved by the circuit representative.
6. I aware and accept that other participants will be on and using the circuit at the same time.
7. I am physically and mentally fit to take part in the activity for which I attend, that I am not under the influence of any drugs or alcohol and that I will not consume any alcohol or drugs before using the circuit or whilst on the premises or bring any intoxicating liquor or foodstuffs onto the premises. I also declare that I am not currently undergoing any medical treatment or taking medication of any type or suffering from any disability that might impair or limit (if driving and/or riding) my control of the vehicle and/or bike or my ability to comply with the terms of this statement.
8. I aware and accept that track activity is potentially and extremely dangerous activity and that I have a responsibility to act in a diligent and appropriate manner and in accordance with best practice and applicable laws to reflect this potential risk.
9. I will be at all times wholly responsible for any person accompanying me on to the premises (and not driving and/or riding).
10. I acknowledge and accept that the circuit shall not be liable for any delay or non-performance or for the consequences of any delay or non-performance which is due to any cause or circumstances beyond its reasonable control.
11. The circuit, its servants or agents will not be liable for any loss, injury or damage to any person (including myself) or property however caused (including by the circuit and its servants or agents):
  - a. In any circumstances where there is no breach of a legal duty of care owed by the circuit or any of its servants or agents;
  - b. In circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by the circuit, its servants or agents); or
  - c. To the extent that any increase in any loss or damage results from breach by me of any of the terms of this statement.
12. In the event of damage to vehicles and facilities due to negligence either light or heavy negligence committed intentionally and/or intentionally in riding vehicle, it will be the responsibility of myself, and allow MGPA to issue a bill for the replacement of crash costs incurred. I am willing to pay the bill for the reimbursement of crash costs to the account of MGPA.
13. I, on my own behalf and on behalf of its staff, customers and guests, irrevocably and unconditionally agrees not to, and to procure that no person or entity for or on its behalf will, make any claim against any of the circuit or MGPA in respect of or in connection with: (i) the use of the circuit; (ii) the subject of this form; and (iii) any and all issues arising directly or indirectly in relation thereto. To the extent that any such claim exists or may exist, the circuit hereby irrevocably waives any existing, current or future claim and releases and discharges each of the Indemnified Parties from any such Claim.
14. I, on my own behalf and on behalf of its staff, customers and guests, undertakes not to, and to procure that no person working for or on its/their behalf will make any disparaging, derogatory, denigrating, ridiculing or otherwise critical statements or comments, orally or in writing, either directly or indirectly, to any third party concerning any of the Indemnified Parties and/or the Circuit ("Disparaging Statement(s)") and represents and warrants that prior to the execution of this Waiver of Risk & Indemnity it has not made any Disparaging Statement(s) that has damaged or is likely to damage any of the Indemnified Parties or the reputation of any of them and/or the Circuit.

15. Only the portion of the Circuit made available by MGPA may be used and such use must be confined to the permitted hours and I must not enter any of the restricted areas designated by Circuit.
16. I shall, and shall procure that its staff, customers and guests shall, comply with the rules and instructions of MGPA at all times and are responsible for familiarizing themselves, understanding and complying therewith. If the staff, customers or guest fails to obey any of rules or instructions, circuit shall be entitled to suspend or ban or expel from testing and/or using the circuit, the client's staff, customers or guests for such period as circuit shall decide.
17. Circuit may provide such marshalling and emergency services as it shall deem appropriate in its absolute and sole discretion and save when otherwise agreed permission to use the circuit, does not cover the provision of timekeepers, fire or medical services. In addition to the services provided by the circuit, I must make my own arrangements for these services when required. In the event of medical or fire services being summoned in emergency when specific arrangements for their attendance have not been made the cost thereof shall be defrayed by the individual whether such service has been called by the circuit staff or some third party or the parent or its employees, representatives, volunteers and/or contractors.
18. This waiver of risk & indemnity shall not be deemed to imply any warranty or undertaking by any of the indemnified parties or otherwise that the nature or physical condition of the circuit and the provisions of marshals, fire, or medical services and emergency services (if any) are suitable for the use contemplated by the individual and the individual must first satisfy itself as to the safety and suitability in all respects of the circuit and such services before commencing testing and/or using the circuit.
19. If oil or any other substance likely to cause danger to others using the circuit is deposited on the circuit, I must immediately notify the designated representative(s) of circuit.
20. Driving, testing and/or any other use of the circuit shall not commence until the authorized representative of MGPA has given permission to do so.
21. In certain considerations, MGPA reserves the right to suspend or cancel the use of the circuit by the client, whether for certain purposes or its staff, customers or guests safety or the safety of others using the circuit, or if its staff, customers or guests or any persons in their charge commits a breach of any of the terms of this Waiver of Risk & Indemnity.
22. Under no circumstances will a car, or cars, be allowed to use the circuit in company with a motor cycle or motor cycles.
23. I, my staffs, customers and guests shall be entitled to use such pits facilities (if applicable) as shall have been agreed with MGPA prior to the commencement of use of the circuit and responsible for any lost or damage to those facilities. I shall conduct activities within the area designated by MGPA so as not to cause any nuisance or disturbance to MGPA or others entitled to use the circuit and the pits area (if applicable). I and my staffs, customers or guests are responsible and shall not under any circumstances deposit liquid or harmful substances in the containers provided for general commercial waste.
24. I, my staffs, customers and guests shall reimburse the applicable Indemnified Parties for the cost of repair for any damage to the property of the respective Indemnified Parties, including the circuit or any part of the property (which for avoidance of doubt includes the catch fencing, safety barriers, lighting poles, CCTV installations, speaker installations, trackside warning lights and cleaning fee to the track in case of oil(s) leak without carelessness) caused by the me, staffs, customers guests or any person in my party. All monies due to such Indemnified Parties shall be paid by me, without deduction, set-off and/or counterclaim, within 14 days of demand from the applicable Indemnified Parties. (Cost list available on request).
25. I acknowledge, on my own behalf and on behalf of my staffs, customers and guests that MGPA and third parties authorized by MGPA may make recordings within the circuit and such recordings may include the images and/or voices of the client and/or its staff and guests. I, on my own behalf and on behalf of my staffs, customers and guests, hereby grants MGPA and third parties authorized by it permission to make, reproduce, broadcast, stream, use, sell, license or otherwise deal in a recording of the client, its staffs, customers and guests in any media, worldwide and for any purpose without identification, compensation or payment of any kind. Recordings may be used or passed to the police for use in any proceedings.
26. My staffs, customers and guests wear appropriate ear protection to avoid ear damage or hearing loss and any other safety equipment deemed necessary by MGPA. I understand that during the track session the use of crash helmets and such additional safety equipment as the circuit shall determine from time to time is mandatory.
27. MGPA reserves the right, with reasonable cause (which includes failure to comply with this Waiver of Risk & Indemnity) to refuse entry to the client, its staffs, customers and guests or remove the client, its staffs, customers and guests from the Circuit.
28. MGPA and the Indemnified Parties are not liable, in any manner whatsoever, for any property (including any vehicle) brought by the client, its staffs, customers or guests and/or any third party, to the circuit that becomes lost or damaged.
29. If any provision of this statement is or becomes illegal, invalid or unenforceable under the law that shall not affect or impair the legality, validity or enforceability of any other provision of this statement.
30. This statement is governed by and is construed in accordance with country law which is the laws of the Republic of Indonesia and shall be subject to the exclusive jurisdiction of the Indonesia courts.

Signed : \_\_\_\_\_

Date : \_\_\_\_ / \_\_\_\_ / \_\_\_\_