

## Release and Waiver of Liability and Assumption of Risk

Shell Eco-Marathon, July 2011, Sepang F1 Track, Malaysia (the "Event")

In consideration of having been admitted to participate in the Event, I agree the following on behalf of myself, my heirs and beneficiaries that:

- 1. I hereby waive any right to commence any proceedings whatsoever against Shell Malaysia Trading Sdn Bhd ("Shell"), its officials, staff, employees, directors, representatives and the companies which control, which are controlled by and which are associated with Shell or against any contractors of Shell and their officials, staff, employees, directors or representatives (together the "Exempted Parties"), releasing them from any liability whatsoever towards me, my heirs and beneficiaries, for any loss, damage, claim or demand whatsoever caused by personal injury or damage to property or with the subsequent death of me following or in connection with the Event, whether resulting from the fault of the Exempted Parties or another cause.
- 2. I hereby agree to indemnify, hold harmless and release all the Exempted Parties and each of them from any loss, liability, damage or costs whatsoever sustained because of or in connection with the Event, whether caused by my own fault or another cause.
- I hereby assume full liability for any risks of physical injury, death or damage to
  property caused by or relating to the Event, whether caused by the fault of the
  Exempted Parties or another cause.
- 4. I am aware that the activities of the Event may be dangerous and could involve the risk of injury to and/or death of and/or damage to property of both participants and spectators. I am also aware that injuries sustained may be increased or aggravated by the rescue work, whether negligent or otherwise, of the Exempted Parties.
- 5. I hereby agree that if any part of this release and waiver of liability and assumption of risk is held to be null and void the remaining part(s) shall continue to be valid and to have legal effect.
- 6. I hereby agree that this release and waiver of liability and assumption of risk shall be governed by the law of Malaysia. In case of dispute, the courts of Malaysia shall have exclusive jurisdiction.



I HAVE CAREFULLY READ THE PRESENT RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK. I FULLY UNDERSTAND THE TERMS CONTAINED IN IT; I UNDERSTAND THAT, BY SIGNING, I AM SIGNING FREELY AND SPONTANEOUSLY WITHOUT HAVING BEEN CONSTRAINED TO DO SO AND WITHOUT HAVING RECEIVED ASSURANCES OR GUARANTEES, AND I WANT MY SIGNATURE TO CONSISTUTE A FULL DISCHARGE FROM ANY LIABILITY WHATSOEVER TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Date:
Signature:
Name:
Team name:
University name: