

# Arabian Gazelles – Rush-A-Way Challenge

## Terms and Conditions:

These are the terms and conditions that govern your relationship with the Event and Arabian Gazelles, in your capacity as a participant in this Event or otherwise. Please read these terms and conditions carefully before agreeing to participate, volunteer or otherwise being engaged in this Event, as it contain your rights and obligations. By continuing with this Event, you expressly agree to the terms and conditions below:

### 1. Definitions:

1.1 Arabian Gazelles includes reference to the owner of the Event, organizers of the Event, the shareholders, and beneficial owners, including Rush-A-Way, affiliates, directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, volunteers, and any persons in anyway engaged by or related to the Event;

1.2 “Event” means this event being held by Rush-A-Way, being marketed by the name of “Arabian Gazelles”, and the date and venue will be mentioned on the website.

### 2. General Rules:

2.1 I understand that my team needs to have 2 members with at least one member being a Woman.

2.2 I understand that my team needs a Supercar during the event to drive between challenge locations.

2.3 I understand that my team needs to have at least one smartphone with 3G/4G connection for the Event.

2.4 I understand that the driver in my team should have a valid UAE driving license and should be atleast 18 years old

2.5 During the Event, my team and I are required to follow all RTA rules. Arabian Gazelles will not be responsible for any type of fines incurred on any individuals during the race.

2.6 The Arabian Gazelles is conducted on a point system where each task has a time limit along with points. The faster the task is completed the more points are received.

2.7 The race will be facilitated using a web-based application. In case of a technological failure, a manual system will be in place providing the participants with clues, instructions and points.

2.8 I grant permission to Arabian Gazelles to use my photograph and/or any other record of my participation in Arabian Gazelles for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of them captured during Event become the sole property of Arabian Gazelles. I grant the right, permission and authority to Arabian Gazelles to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities.

2.9 I agree to become familiar with and abide by all written and/or posted rules of Arabian Gazelles. I further agree to comply with all directions, instructions and decisions of Arabian Gazelles and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

### 3. Emergency Delay or Cancellation:

3.1 I acknowledge that Arabian Gazelles at its sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering the Event unreasonably difficult or unsafe. I agree that “emergency” is defined to mean any Event beyond the control of Arabian Gazelles, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the Event of a delay, modification, or cancellation of the Event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the Event.

### 4. Warning of Assumption of Inherent Risks

4.1 I understand fully the inherent risks involved in the Event and assert that I am willingly participating in the Event. I acknowledge that: (a) I know the nature of the Event; (b) I understand the demands of this activity relative to my physical condition; and (c) I understand the potential impact of the types of injuries that may result from the Event. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating, volunteering or otherwise being involved in the Event.

In short, I acknowledge that I am participating, volunteering or otherwise being involved in the Event entirely at my own risk.

## 5. Waiver of Liability for Negligence

5.1 To the extent permitted by law I agree that under these terms and conditions Arabian Gazelles shall be excluded from liability for negligence in the conduct of the Event and further Arabian Gazelles shall be excluded from liability under any civil liability or consumer law, or any arbitration order, applicable to the Emirate of Dubai in which this Event is held subject to the exception that this exclusion of liability will not apply in circumstances where the conduct of Arabian Gazelles or its officers, servants or agents is proven to be grossly negligent.

5.2 I hereby forever waive, release, covenant not to sue, and discharge Arabian Gazelles and the other Released Parties from any and all claims, actions, arbitration claims, costs and expenses, suits, demands, losses and other liabilities in relation to any of death, physical or mental injury (including the aggravation, acceleration or occurrence of such injury), the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me or the community resulting from the inherent risks of the Event or any acts of Arabian Gazelles (or other Released Parties), that do not tantamount to proven gross negligence, that I may have arising out of my participation or otherwise being involved in the Event.

## 6. Indemnification Agreement

6.1 I hereby agree to hold harmless, defend, and indemnify Arabian Gazelles, which for the avoidance of doubt includes defending and paying any judgment, court costs, arbitration costs, expenses and claims, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of these terms and conditions from any and all claims made by me, or any Releasing Party, arising from death, physical or mental injury, including the aggravation, acceleration or occurrence of such an injury, the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me or the community due to my participation, volunteering or otherwise being involved in the Event, including by way of any such harm, disadvantage, injury caused to the Releasing Party during training or preparing for the event, be it at the Venue, at any participating partners of Arabian Gazelles or the Event or at any other third party venue. This applies both to claims arising from the inherent risks of the Event or any act of Arabian Gazelles.

6.2 I further agree to hold harmless, defend, and indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) Arabian Gazelles (and the other Released Parties) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation, volunteering or otherwise being involved in the Event.

6.3 I hereby indemnify and hold harmless Arabian Gazelles against any claims.

## 7. Refunds/Transfers/Ticket changes

7.1 All fees and associated costs (including optional product purchases), paid in registration for this Event are not refundable by Arabian Gazelles under any circumstances, including but not limited to injury, halting participation, eviction from the Event, a scheduling conflict and/or Event cancellation.

## DECLARATION

**I HEREBY FULLY AND EXPRESSLY CONFIRM THAT BY REGISTERING FOR THE EVENT, I AGREE AND ACCEPT THESE TERMS AND CONDITIONS AND IRREVOCABLY AGREE TO BE FULLY BOUND BY THE SAME. I FURTHER CONFIRM THAT WHERE I HAVE REGISTERED FOR THE EVENT FOR ANOTHER PERSON, THEN SUCH PERSON HAS READ AND ACCEPTED THESE TERMS AND CONDITIONS AS WELL, AND HAS IRREVOCABLY AGREED TO BE FULLY BOUND BY THE SAME.**

Name: \_\_\_\_\_

Place: \_\_\_\_\_

Signature: \_\_\_\_\_