



Shell Eco-marathon

SHELL ECO-MARATHON EUROPE AND AFRICA 2025: ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY

Please Print Clearly

School/University Details

School/University name	The Higher National Engineering school of Tunis
Address	5, Avenue Tahar Haddad Monfleury Tunis

School/University contact

Name	Hassen seddiK	Position	Director
Phone number	+216 58823103	Email	Hassene.SeddiK@gmail.com

Team details

Team name	Teccar
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Shell Eco-marathon Europe and Africa 2025 (the "Event") is organised by Shell International Limited (incorporated and registered in England, with company number 3075807 and headquartered at Shell Centre, York Road, London, SE1 7NA) hereafter known as "Event Organiser" or "Organiser".

In consideration of participation in the Event, including Team travel related thereto, the School/University identified above ("School") agrees as follows:

- 1. ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES:** The School will ensure that participating students and faculty must read and know all of the policies and procedures relating to the Event, including, but not limited to Shell Eco-marathon 2025 Official Rules, Chapter I, and the Shell Eco-marathon Europe and Africa 2025 Rules, Chapter II, and safety policies and



procedures. The school will inform the teams that the safe and proper use of the equipment and facilities and participation in the Event is dependent upon carefully following such policies and procedures. The school understands and acknowledges that Event Organiser shall have the right, at its sole discretion, to ban any person from participation in the Event if such person fails to follow the rules relating to the Event.

- 2. RELEASE OF LIABILITY:** The School **RELEASES FROM LIABILITY** the Event Organiser and its parent companies, affiliates and subsidiaries and the officers, directors, employees and agents of each of these entities and agrees **NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, or cost of expenses arising out of participation in the Event including, but not limited to, those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released, all to the extent such waiver is valid under applicable law.
- 3. INDEMNIFY AND DEFEND:** The School agrees to **INDEMNIFY AND DEFEND** the Event Organiser and its parent companies, affiliates and subsidiaries and the officers, directors, employees and agents of each of these entities (hereinafter jointly referred to as "Indemnified Parties") against, and hold them harmless from, any or all claims, causes of action, damage judgments, costs or expenses, including attorney's fees, which in any way arise from: a) the School or its Team's participation in, and travel to, the Event which include, but are not limited to, damages to or destruction of any property of the Indemnified Parties or any third party, injury or death of any Team member or anyone else, or any liability arising from the negligent act or omission of the Indemnified Parties, the School or any third party; b) Indemnified Parties use of the School name and Trademark(s) for the purposes of promoting the Event and c) Indemnified Parties use of the images of participants as part of the usage rights agreed in section 6 below.
- 4. PAY:** The School agrees to pay for any or all damage to any property or Indemnified Party caused by the School or its Team participating in the Event.
- 5. INSURANCE:** The School acknowledges that the Event Organisers do not carry participant health or travel insurance and that the Teams must organise their own.
- 6. RIGHT TO USE SCHOOL NAME AND TRADEMARK(S):** The School hereby grants to Event Organisers and their affiliates, subsidiaries and licensees, a worldwide, non-exclusive, royalty-free



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license to use the School's name and trademark(s) as they appear on the cars, Team uniforms, helmets and any School presentation tools (including but not limited to banners and pull up stands) in any photography and videography of the Event in which the cars, Team uniforms, helmets and any School presentation tools may appear, solely for purposes of promoting the Event including in the Company's printed, digital, film publications, presentations and promotional materials for related to the Event and the Changemakers of Tomorrow campaign. Photography and videography promoting the Event may appear in any and all media or distribution methods (now known or later developed). The School represents and warrants that it has all the rights, powers and authority necessary to grant the rights herein and that the rights granted herein do not conflict with rights granted to any other third party. The School acknowledges that it is not entitled to any compensation or consideration for the rights granted in this release.

7. CHOICE OF LAW AND DISPUTES:

- (a) This Assumption of Risk, Waiver and Release from Liability agreement and any dispute arising out of or in connection with it or its subject matter or formation, including without limitation non-contractual disputes or claims, shall be exclusively governed by and construed in accordance with the laws of England.
- (b) Any dispute, controversy, or claim, arising out of or in connection with this AGREEMENT or its subject matter or formation, whether in tort, contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, or termination, and including any non-contractual claim, will be finally and exclusively resolved by arbitration under the London Court of International Arbitration ("LCIA") Administered Rules for Arbitration (the "Rules").
 - The arbitral tribunal, to be appointed in accordance with the Rules, will consist of one arbitrator, unless either party asserts the amount in controversy exceeds USD \$ 5 million, in which case the tribunal will consist of three arbitrators.
 - The seat of the arbitration will be London, England.
 - The language of the arbitration will be English.
 - The International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration will apply to the arbitration.
 - Each party waives, to the fullest extent permitted by law, any right under the laws of any jurisdiction:
 - to apply to any court or other judicial authority to determine any preliminary point of law; or



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- to appeal or otherwise challenge the award, other than on the same grounds on which recognition and enforcement of an award may be refused under Article V of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 ("The New York Convention").

- Nothing in this Article will be construed as preventing any party from seeking conservatory or similar interim relief from any court with competent jurisdiction.
- Any award rendered by the arbitral tribunal will be made in writing and will be final and binding on the parties. The parties undertake to carry out the award without delay. Judgment upon any award or order may be entered in any court having jurisdiction.
- All aspects of the arbitration will be considered confidential.

8. CONSENT

- All the personal data for the purpose of this Event shall be collected, processed and protected by the Event Organiser in accordance with the [Shell Eco-marathon Privacy Notice](#).
- School may withdraw consent, subject to local law that provides otherwise, at any time.

9. AUTHORITY: I represent and warrant that I have authority to enter into this Agreement on behalf of the School.

Full Name	Hassen SEDDIK
Title/Position at the school/university	Directeur ÉCOLE NATIONALE SUPÉRIEURE D'INGÉNIEURS DE SIDI BOUZID
Signature	
Date	25 FEV 2025