



**Shell  
Eco-marathon**

## **SHELL ECO-MARATHON BRAZIL 2024: ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY**

Please Print Clearly

### **School/University Details**

School/University name	
Address	

### **School/University contact**

Name		Position	
Phone number		Email	

### **Team details**

Team name	
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Shell Eco-marathon Brazil 2024 (the “Event”) is organized by Shell Brasil Petróleo Ltda. (incorporated and registered in Brazil, with company number 10.456.016/0001-67 and headquartered at Avenida República do Chile, 330 – Centro, Rio de Janeiro – RJ, Brazil, 20031-170), hereafter known as “Event Organizer” or “Organizer.”

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 2024 Global Rules, Chapter I](#) and the Shell Eco-marathon Brazil 2024 Rules, Chapter II, safety policies and procedures. The school will inform the teams that the safe and proper use of the equipment and facilities and participation



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in the Event is dependent upon carefully following such policies and procedures. The school understands and acknowledges that the Event Organizer 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 the Event Organizer 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 Organizer 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 School; and b) Indemnified Parties use of the School name and Trademark(s) for the purposes of promoting the Event as specifically authorised 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 Organizer does not carry participant health or travel insurance and that the Teams must organize their own.
6. **RIGHT TO USE SCHOOL NAME AND TRADEMARK(S):** The School hereby grants to Event Organizer and their affiliates, subsidiaries and licensees, a worldwide, non-exclusive, royalty-free 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



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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
    - 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").



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

Full Name	
Title/Position at the school/university	
Signature	
Date	