

2002 FIA FORMULA 3000 INTERNATIONAL CHAMPIONSHIP

ACCREDITATION AGREEMENT AND WAIVER OF LIABILITY made between

FEDERATION INTERNATIONALE DE L'AUTOMOBILE whose registered office is situated at 8 Place de la Concorde, 75008 Paris, France ("FIA")

and
..... a company incorporated in

whose principal place of business is situated at

..... ("the Accredited Party")

WHEREAS

- A. The FIA is empowered to grant or refuse any person, firm or company accreditation to the 2002 FIA Formula 3000 International Championship and for single Events the FIA has delegated its authority with respect to media press accreditation to the Organisers of each Event and accordingly references in this Agreement to the FIA shall be deemed to refer also to the Organisers (where applicable).
- B. The Accredited Party requires accreditation to report on the 2002 FIA Formula 3000 International Championship.
- C. The FIA is prepared to issue and the Accredited Party agrees to accept the accreditation referred to below on the terms and conditions set out in this Agreement and on such other terms and conditions (if any) as the FIA may in its absolute discretion determine and advise the Accredited Party from time to time.

THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. The Parties accept the provisions of the recitals in all respects.
- 2. "**Accreditation**" means each or any pass to an Event issued to the Accredited Party (or to any representative or nominee of the Accredited Party) and all the rights, privileges, obligations and restrictions ensuing therefrom.
- 3. "**Pass Holder**" means any representative or nominee of the Accredited Party in possession of the Accreditation at any Event.
- 4. "**Event**" refers to each round of the 2002 FIA Formula 3000 International Championship.
- 5. "**Circuit**" means the motor racing circuit at which a round of the FIA Formula 3000 International Championship is held, including all areas in respect of which an official accreditation is required to gain access.
- 6. In consideration of the FIA accepting the Accredited Party's application for Accreditation and for issuing the Accredited Party with the Accreditation, the Accredited Party agrees to abide by all terms, conditions, rules and regulations pertaining to the 2002 FIA Formula 3000 International Championship, (including directions from any FIA Official at an Event) relating to the Accreditation as set out in this Agreement and as otherwise laid down or determined by the FIA from time to time and/or as displayed at the entrance(s) to the paddock of an Event (such terms, conditions, directions and FIA Regulations hereinafter jointly referred to as the "**Conditions**");

7. It shall be the responsibility of the Accredited Party to fully inform each Pass Holder of the provisions of this Agreement and of the Conditions including without limitation any restrictions pertaining to access to, and conduct within, any areas of the Circuit, in particular the pit garages, paddock, track, pit lane and any areas adjacent to the track.
8. The Accredited Party hereby personally guarantees the adherence by each Pass Holder to the provisions of this Agreement and to the Conditions as if such Pass Holder were a party to this Agreement and without limitation to the foregoing the Accredited Party shall be directly accountable to the FIA for all the activities of such Pass Holder relevant to this Agreement and for any contravention of the Conditions by such Pass Holder.
9. The Accredited Party acknowledges and accepts that due to the nature of automobile motor racing there are inherent risks and dangers to persons attending an Event. Furthermore, the Accredited Party accepts that certain areas of the Circuit in particular the pit garages, paddock, track, pit lane and any areas adjacent to the track present additional risk to persons present in any of those areas during an Event. The Accredited Party understands and hereby accepts all such risks and dangers and expressly agrees to make each Pass Holder fully aware of all such risks and dangers prior to issuing, requesting or authorising the issue of the Accreditation to each Pass Holder and furthermore the Accredited Party shall not issue or authorise the issue of the Accreditation to any person unless such person has first accepted all such risks and dangers as aforesaid.
10. Save to the extent otherwise required by law, in further consideration of FIA accepting the Accredited Party's application for the Accreditation, the Accredited Party hereby waives any and all claims it may now have and in the future have against, and releases from all liability and agrees not to sue and agrees to indemnify and hold harmless, the FIA, the Organisers, the Promoters, Formula One Administration Limited, Formula One Management Limited, any National Sporting Authority(ies), Automobile Clubs and any other organisations directly connected with an Event, any team participating in any part of an Event and any Driver so participating (collectively the "**Associated Bodies**") together with the directors, members, officers, employees, agents and representatives of the Associated Bodies (collectively their "**Representatives**") for any personal injury, death, damage or loss of any kind suffered or sustained by the Accredited Party or the Pass Holder as a result of or in connection with the presence of the Accredited Party or any Pass Holder at an Event and/or in connection with the use of the Accreditation and not being due to the proven negligence of the Associated Bodies.
11. The Accredited Party further undertakes to expressly answer in its own name and to indemnify and hold harmless the Associated Bodies together with their Representatives from and against any and all claims by any third party for any personal injury, death, damage or loss of any kind suffered or sustained by that third party as a result of acts or omissions of the Accredited Party and/or any Pass Holder at an Event and from any and all claims, actions, proceedings, damages, costs and expenses (including legal fees) and from any compensation agreed with third party arising out of breach and/or non-performance by the Accredited Party of its obligations or warranties herein contained.
12. The Accredited Party understands and accepts as a fundamental condition of the issue of the Accreditation that unless the prior written consent of Formula One Administration Limited is obtained:
 - (i) neither the Accredited Party nor the Pass Holder shall at any time whether now or in the future take, produce or publish any photograph of (or any still picture derived from) any moving picture film or moving picture images of any aspect of an Event or any still picture or frame of any television screen (or video or monitor) depicting any aspect of an Event or any picture taken from a TV signal or on-board camera signal;
 - (ii) the Accredited Party and the Pass Holder shall be forbidden from carrying out or causing to be carried out by any means whatsoever any TV and/or sound recordings including but not limited to any TV and/or radio interview or any TV and/or radio broadcast (whether live or recorded) from within the Circuit;
 - (iii) no official timing or results or data relating to an Event may be reproduced, stored in a retrieval system or transmitted in any form or by any means electronic, mechanical, photocopying, recording, broadcasting means or otherwise except for reproduction by local / national / international press in

regular printed publications on sale to the public within 90 days of an Event to which the results/data relate and provided that the copyright symbol and the FIA's address appear as follows: © 2002 Fédération Internationale de l'Automobile, 8 Place de la Concorde, 75008 Paris, France;

- (iv) the Accredited Party and the Pass Holder may only originate still pictures for commercial use in the print media or on the Internet ;
- (v) the Accredited Party and the Pass Holder shall be solely responsible for obtaining all necessary third party consents for the use of still pictures in advertisements or as endorsements of goods or services or other similar use;
- (vi) the Accredited Party and the Pass Holder shall be forbidden from taking moving pictures of any kind of the Events (or any part thereof) and from using moving picture cameras of any kind (including without limitation videos or cine-cameras) and any other equipment capable of taking or recording moving pictures for such purpose;
- (vii) neither the Accredited Party nor the Pass Holder(s) shall use (or cause or permit to be used) any name, title or logo of or pertaining to the FIA or the FIA Formula 3000 International Championship without the prior express written permission of the FIA.
- (viii) In the event that a Passholder is issued with more than one Pass (irrespective of the type and origin of the Pass or the purpose for which such Pass(es) are issued), the Pass Holder shall immediately surrender to the FIA all Passes (retaining only one Pass issued to such Pass Holder) failing which the FIA may revoke all Passes issued in his/her name.

13. The Accredited Party acknowledges and accepts that:

- (i) the Accreditation is the property of the FIA who is the sole owner;
- (ii) the FIA has the right to withdraw, suspend, revoke or retake possession of the Accreditation without notice at any time;
- (iii) the Accreditation is issued by the FIA for the use only of the Accredited Party and its authorised representatives or nominee(s) in accordance with this Agreement and shall not under any circumstances be given, loaned or sold to any third party or otherwise used whatsoever at any time.

14. This Agreement may be signed in counterparts and be transmitted by facsimile to the Accredited Party and to the FIA and each such counterpart shall constitute an original document and such counterparts taken together shall constitute one and the same instrument.

15. This Agreement is governed by and shall be construed in accordance with French Law. Any dispute which may arise in connection with this agreement shall be submitted to the exclusive jurisdiction of the "Tribunal de Grande Instance de Paris", France.

SIGNED for and on behalf of
FEDERATION INTERNATIONALE DE L'AUTOMOBILE
by a person duly authorised so to do:

SIGNED for and on behalf of
the ACCREDITED PARTY
by a person duly authorised so to do:

(signatory)

(signatory).....

(date)

(date)

(signature)

(signature)