

**THIS PILOT ENTRY AGREEMENT IS MADE BETWEEN:**

1. THE LEAGUE OF ADVENTURISTS INTERNATIONAL LIMITED , a company incorporated in England and Wales (company registration number 05995303 ) whose registered office is at 14 Whitehouse Street, Bristol, BS3 4AY. United Kingdom (referred to as "the Company ");
2. The individual whose name, address and contact details are specified in the individual's application for this adventure (referred to as "the Pilot" )

**RECITALS:**

**A.** The Company owns or controls all rights in and to the Event, and intends to stage and manage the Event.

**B.** The Pilot wishes to enter and participate in the Event.

**C.** The Company has agreed to accept the Pilot's entry for the Event conditional upon the Pilot entering into this Agreement and participating in the Event upon and subject to the terms and conditions of this Agreement (the "Terms of Entry") and the Event Rules.

**OPERATIVE PROVISIONS:**

**1. Definitions**

**1.1.** The following terms shall have the meaning set out opposite them below, unless the context otherwise requires:

**1.1.2** "Commercial Partners" means any third party with whom a contract is lawfully concluded for the exploitation of the Commercial Rights;

**1.1.3** "Commercial Rights" means any and all rights of a commercial nature connected with the Event including, without limitation, broadcasting rights, sponsorship rights, merchandising and licensing rights, ticketing rights, promotional rights, catering and hospitality rights, New Media rights and interactive games rights;

**1.1.4** "Designated Starting Point" means the venue which the Company decides upon, and notifies the Pilots of, and is the place from which the Event shall commence on the first day of the Event Period;

**1.1.5** "Designated Finishing Point" means the destination at which the Event is designated to finish, being such destination and on the last day of the Event Period;

**1.1.6** "Effective Date" means the date of signature of this Agreement or the date thirty (30) days prior to the first day of the Event Period, whichever the earlier;

**1.1.7** "Entry Fee" means the amount specified on the Website;

**1.1.8** "Event" means the Icarus Trophy 2017, an endurance paramotor piloting challenge running from the Designated Starting Point to the Designated Finishing Point taking place during the Event Period;

**1.1.9** "Event Director/s" means the person/s appointed by the Company as being responsible for the overall administration and management of the Event;

**1.1.10** "Event Period" means the inclusive period defined for the Event on the Website or such longer or shorter period as the Company may notify to the Pilot;

**1.1.11** "Event Marks" means the event titles, words and logo(s) which are owned or controlled by the Company and which are available by request from the Company;

**1.1.12** "Event Rules" means the rules in respect of the Event as notified by the Company to the Pilot;

**1.1.13** "Event Schedule" means the schedule of relevant dates, activities and events relating to and/or comprising part of the Event as set out on the Website;

**1.1.14** "Fundraising Rights" means those rights granted to the Pilot (if any) pursuant to the Terms of Entry and/or the Event Rules;

**1.1.15** "Intellectual Property Rights" shall mean all present and future right, title and interest in any trademarks, service marks, registered designs, utility models, design rights, copyright (including copyright in computer software, film, sound and photographs), database rights (including in relation to technical data and results), trade secrets and other confidential information, know-how, business or trade names (including internet domain names and e-mail address names) and all other intellectual and industrial property and rights of a similar or corresponding nature, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of

the foregoing rights and the right to sue for infringements of any of the foregoing rights.

**1.1.16** "New Media" shall mean broadcasts via cellular mobile telecommunications systems on cellular telecommunications devices and/or the world wide web, as such technology is modified, developed or replaced from time to time;

**1.1.17** "Officials" means the director(s) of the Company and other persons nominated by the Company;

**1.1.18** "Payment Method" means direct wire transfer to the designated bank account or via such other method as the Company may stipulate;

**1.1.19** "Relevant Law" means all legislation, codes of practice, standards, guidelines and regulations (in each case having the force of law) together with all applicable regulations and rules (including the Event Rules) applicable to the Event and otherwise to the subject matter (whether obligations, goods or services) in question;

**1.1.20** "Term" means the inclusive period from the Effective Date until 5 months later;

**1.1.21** "Territory" means the World;

**1.1.22** "Website" means the Event website at <http://www.theadventurists.com/icarus-trophy>

**1.2** Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

**1.3** References in this Agreement to clauses and schedules are to clauses and schedules to this Agreement.

**1.4** References to any statute shall include references to such statute as it may after the date of this Agreement from time to time be amended, supplemented or re-enacted.

**1.5** The headings in this Agreement are inserted for convenience only and shall not affect its construction.

**1.6** The word "including" is not to be treated as a word of limitation.

## **2. Entry and participation**

**2.1** The Pilot hereby agrees to enter and participate in the Event upon and subject to the Terms of Entry and the Event Rules. The Rules, including the format of the Event are provisional until confirmed in writing by the Race Committee.

**2.2** For the avoidance of doubt, the Pilot shall observe and abide in every respect by the Terms of Entry and the Event Rules and any decision of the Company or the Event Director (including any decision to prevent the Pilot's further participation in the Event.) Such decisions shall be binding on the Pilot, who acknowledges that they shall not have the power to revoke or alter any such decisions.

## **3. Title**

**3.1** The Event shall be named "The Icarus Trophy" or such other name as the Company shall notify to the Pilot.

**3.2** The Pilot shall use their best endeavours to refer to the Event with the title above at all times and in particular during any performance of the obligations set out in 'Obligations of the Pilot'

## **4. Entry fees**

**4.1** In consideration of the acceptance of the Pilot's entry to participate in the Event by the Company, the Pilot agrees to pay the Company the Entry Fee. Such Entry Fee shall be paid in full to confirm registration via the Payment Method or by such other means as specified by the Company.

**4.2** The Pilot should ensure that payment is received in full after any third party (eg. bank) charges have been subtracted. The Company will not be liable for any such third party charges.

**4.3** For the avoidance of doubt, failure to pay the Entry Fee in full shall entitle the Company to disqualify the Pilot from participation in the Event.

## **5. Obligations of the Company**

**5.1** The Company undertakes:

**5.1.1** that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;

**5.1.2** to use all reasonable endeavours to organise, manage and stage the Event;

**5.1.3** without prejudice to clause 2 above, to use all reasonable endeavours to organise the Event Schedule and provide a copy of the Event Schedule to the Pilot on or before the commencement of the first day of the Event Period. During the Term, the Company will also notify the Pilot as soon as practicable of any updates or amendments to the Event Schedule;

**5.1.4** without prejudice to clause 2 above, to use all reasonable endeavours to fulfil its obligations as identified in the Event Rules;

**5.1.5** that, subject to the clauses in 'Intellectual Property', it shall grant the Pilot a non-exclusive royalty-free licence to use the Event Marks solely in connection with the Fundraising Rights and/or promoting the Pilot as an entrant of the Event to prospective sponsors and for the duration the Event Period or whilst the Pilot is an entrant in the Event only (whichever the shorter); and

**5.1.6** that it owns or controls the Event Marks and shall take all measures it considers reasonable during the Term to protect its rights in the Event Marks from infringement by any third party.

## **6. Obligations of the Pilot**

**6.1** The Pilot hereby undertakes that (at their sole expense where relevant and unless otherwise specified):

**6.1.1** they have, and will continue to have throughout the Term, full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it hereunder;

**6.1.2** they are or will be 18 years of age or older as at the Effective Date;

**6.1.3** all statements made in the Pilot's application form or otherwise to the Company are true and accurate, including statements relating to the prior experience of the Pilot. The Pilot acknowledges and accepts that the Company may have relied upon these statements in awarding the Pilot a place in the Event;

**6.1.4** they are in good health and know of no reason, physical or mental, why they could be unable to participate in the Event and engage in the activities comprised therein or would otherwise be advised by a competent medical professional not to engage in the Event;

**6.1.5** they shall be present at the Designated Starting Point ready to commence participation in the Event, on the first day of the Event Period, and will otherwise attend each of the events set out in the Events Schedule;

**6.1.6** without prejudice to the clauses in 'Acknowledgement of Risk', be solely responsible for determining by what route and upon what basis the Pilot shall fly between each checkpoint and between any other two or more destinations whether during the Event Period or otherwise;

**6.1.7** they will remain solely liable for the payment of all and any taxes, surcharges, levies, imposts, fines, penalties or similar charges incurred by any Pilot in connection with the participation of the Pilot in the Event;

**6.1.8** upon request of the Company the Pilot shall wear any item of clothing and/or Event passes/identification at all relevant times when attending any promotional activity or any other occasion conducted in connection with the Event;

**6.1.9** they shall not do anything or permit anything to be done which might adversely affect the Commercial Rights or the value of the Commercial Rights;

**6.1.10** they shall observe and comply with, in addition to the Terms of Entry and the Event Rules, all Relevant Laws and any other directions, codes of practice or guidelines imposed by national law or any competent authority applicable to the Event;

**6.1.11** they shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Company including those relating to the organisation, staging, safety and image of the Event;

**6.1.12** they understand the necessity to take out insurance at their sole expense in order to participate in the Event, especially to cover the needs of rescue or support from any location connected with the Event and that they will be solely responsible for obtaining and maintaining the currency of all and any such insurance which may be necessary to cover all relevant risks of their participation in the Event;

**6.1.13** they are solely responsible for ensuring both the fitness for purpose of the equipment provided by the Pilot and, following the test period prescribed in the Event Rules, their safe use of any equipment provided by the Company for the duration of the Event;

**6.1.14** they shall ensure that they do not make any defamatory or derogatory statements or take part in any activities which are or might be derogatory or detrimental to the reputation, image or goodwill of the Company, the Event or any Commercial Partner; and

**6.1.15** they acknowledge the importance of co-operating with the media to obtain maximum coverage and exposure for the benefit of the Event and agree to co-operate with all reasonable requests of such nature by the Company and/or any broadcaster or other Commercial Partner of the Company.

## **7. Intellectual Property**

**7.1** In consideration of the acceptance of the Pilot's entry to participate in the Event by the Company, the Pilot hereby acknowledges and agrees that all Intellectual Property Rights arising from and in relation to the Event including its name, logotype, format and films and photographs of the Event shall be exclusively vested in the Company.

**7.2** The Pilot further acknowledges and agrees that they shall not obtain any right in the Intellectual Property Rights arising from or in relation to the Event by virtue of its entry or otherwise, and they will do nothing to damage the Company's rights set out in this agreement.

## **8. Commercial rights**

**8.1** The Pilot acknowledges that the Company will be seeking to maximise the income from the exploitation of the Commercial Rights for the Event by entering into a number of agreements and arrangements with Commercial Partners. The Pilot undertakes to co-operate with the Company and the Commercial Partners in order to protect the Commercial Rights and in particular the Pilot agrees that, unless agreed in writing by the Company and save as permitted by the Fundraising Rights granted to the Pilot:

**8.1.1** the Pilot will not assert any claim to use, sell or exploit any of the Commercial Rights in connection with the Event and the Pilot will not develop or acquire any rights in relations to the Event which are similar to or compete with the Commercial Rights;

**8.1.2** the Pilot will not during the Event Period, directly or indirectly allow his or her name, image or likeness to be used in an advertising or endorsement or for any commercial purpose which involves a direct or indirect association with the Event and/or seeks to exploit (whether implicitly or explicitly) any connection therewith;

**8.1.3** no use shall be made by the Pilot of the description of a product or service as being the "Official" product or service of the Pilot's participation in the Event;

**8.1.4** the Pilot may film all or any part of the Event provided that:

(a) the cameraman observes all directions as to filming made by the Company;

(b) the film is made and used only for private use and that no part of the film is exhibited or distributed or otherwise exploited in any format whatsoever to any public or private audience or for any other broadcast of whatever nature. Any Pilot who makes such a film pursuant to this clause hereby assigns with full title guarantee to the Company all rights of any nature whatsoever in perpetuity including copyright in any such film.

**8.1.5** the Pilot shall be permitted to establish a Pilot website in connection with its participation in the Event provided that such website is operated pursuant to this Agreement and in accordance with the relevant section(s) of the Event Rules.

## **9 Media Rights**

**9.1** The Pilot undertakes on behalf of themselves and any other persons associated with the Pilot that they hereby consent in perpetuity and on a royalty-free basis throughout the Territory to:

**9.1.1** the use of their names, initials, nicknames, signatures, photographs, likenesses, voices, quotations, biographical details, fame and reputation, the name and photograph of the Pilot, the names and logotypes of the sponsors and suppliers who appear on the Pilot's clothing and equipment;

**9.1.2** in all contexts;

**9.1.3** in all media (including New Media) now known or hereafter devised, including, without limitation, theatrical exhibition in cinemas, all forms of television and radio broadcasts, all print media (including, without limitation, all consumer and trade magazines and catalogues, newspapers and other periodicals), posters, banners, street vision monitors, airliners and ships, in-store ads and all other point of purchase advertising and promotional materials, train and bus wraps, mobile phones, direct mail, billboards, and internet sites,

**9.1.4** for all advertising, promotion, endorsement, broadcast, merchandising and/or gaming purposes of the Company, the Commercial Partners and any other approved third parties at the discretion of the Company.

**9.2** For the avoidance of doubt, the Pilot shall have no right to approve the use of the rights licensed under this clause 9.

## **10. Termination**

**10.1** The Company shall have the right at any time to terminate this Agreement immediately by giving written notice to the Pilot in the event that the Pilot:

**10.1.1** has committed a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in

time for the Event;

**10.1.2** has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within seven (7) days of being required by written notice so to do;

**10.1.3** enters into any arrangement with their creditors and/or suffers any event of bankruptcy, save in circumstances which are approved by the Company.

**10.2** The Company shall have the right to terminate this Agreement by providing fourteen (14) days' notice in writing to the Pilot in the event that it no longer wishes, or is no longer able, to stage the Event.

**10.3** Without prejudice to any rights which the Company may have whether pursuant to this Agreement or otherwise, if the Pilot defaults on or is in breach of any of its obligations hereunder and fails to remedy such default or such breach forthwith upon notice from the Company stipulating the same, the Company may intervene (at the sole cost of the Pilot, who shall indemnify the Company from any liability in respect of such costs) in the carrying out of any obligation of the Pilot to ensure its proper and timely performance.

## **11. Force Majeure**

**11.1** A party (the "Affected Party") shall not be held liable or deemed to be in default under this Agreement for any failure to perform its obligations if such failure results directly or indirectly from circumstances beyond the Affected Party's reasonable control ("Force Majeure"). Force Majeure includes but is not limited to strikes, lock-outs, civil warfare, flood or fire damage, environmental calamity, inclement weather, acts of God, legal enactment, governmental order, regulatory enactments and/or orders, imposition of sanctions by a country against the territory where any part of the Event is to be held that adversely affects the staging of the Event, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), epidemic and disease, civil strife, terrorism (threatened or actual), and war. Subject to the obligations set out in this agreement, the Affected Party must continue to perform its other obligations to the extent that they are not affected by the Force Majeure and must use all reasonable endeavours to overcome or remove the Force Majeure as quickly as possible.

**11.2** If any event of Force Majeure delays or prevents the performance of the obligations of either party for a continuous period of fourteen (14) days, the party not so affected shall then be entitled to give notice to the Affected Party to terminate this Agreement with immediate effect without penalty. Such a termination notice shall be irrevocable except with the consent of both parties.

## **12 Acknowledgement of risk**

**12.1** The Pilot recognises and acknowledges that participating in the Event is a potentially dangerous activity and may involve entering into certain parts of the Territory (via a specific route between checkpoints chosen by the Pilot and not, for the avoidance of doubt, by the Company) which are considered highly dangerous and unsuitable for travel due to reasons including the applicable physical terrain or political and/or social climate. Additionally, the Pilot is fully aware and acknowledges that all aviation sports and accordingly participation in the Event involve serious risk of harm, including, but not limited to, risks of accident, serious bodily injury, including death, broken bones, head injuries, trauma, pain, fatigue, dehydration and suffering and property damage. The Pilot additionally acknowledges and accepts full responsibility for checking and maintaining all equipment in their possession for the duration of the Event to ensure its safe use.

**12.2** In recognition of these facts, and for the consideration set forth in this Agreement, the Pilot elects voluntarily to enter into this Agreement and assume all risks of loss, damages, injury or death that may be sustained, and the Pilot will participate in the Event in accordance with this Agreement entirely at their own risk.

**12.3** Save in the event of any negligent or wilful act or omission on the part of the person or entity concerned, none of the Company, any Official or the Event Director or any of their respective officers, agents or employees, shall be liable to any Pilot for death or personal injury, damage to property or other loss or damage of any nature whatsoever suffered by the Pilot whether arising from participation in the Event or otherwise.

**12.4** Under no circumstances shall the Company be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Pilot including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

**12.5** Except where expressly provided in this Agreement, the Pilot undertakes to the Company to be liable for any death or personal injury to third parties, damage to property or any other claims, losses, costs (including, without limitation, all reasonable legal costs) or demands arising out of any negligent or wilful act or omission of the Pilot during the Event Period, whether arising from participation in the Event or otherwise.

**12.6** The Pilot undertakes and agrees that they will irrevocably indemnify and hold the Company harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising from a breach of the Pilot's representations, warranties or undertakings contained herein or arising from the acts or omissions of the Pilot, respective officers, employers, agents or sub-contractors.

**12.7** The Pilot shall take out death, accident and health insurance for them self. A copy of such insurance policies shall be provided to the Event Director at any time upon request.

### **13. Power to make rules and other provisions**

**13.1** The parties recognise that given the nature of the Event, issues may arise in relation to the Event that were not foreseen and therefore are not specifically addressed in the Terms of Entry or the Event Rules or that would have an unintended result if made subject to the Terms of Entry and the Event Rules without modification. The parties further recognise that it is in the best interests of the Event, and of all the participants in the Event, that such issues be addressed as quickly and effectively as possible.

**13.2** The Pilot agrees that the Company shall have the right, exercisable unilaterally from time to time before and/or during the Event Period:

**13.2.1** to supplement or amend the Terms of Entry and/or the Event Rules (and, if applicable, the Event Schedule);

**13.2.2** to resolve any queries that arise in relation to the proper interpretation and application of the Terms of Entry and/or the Event Rules; and

**13.2.3** to issue directions as to the conduct of the Event, including the conduct of Pilots, the contents of the Event Rules and the preservation of the value of the Commercial Rights.

**13.3** During the Event itself, the Company may delegate the right conferred by the clause above to one or more designees including the Event Director, any Official or any other person appointed by the Company.

**13.4** The Pilot agrees that any amended and supplemental Terms of Entry or Event Rules and any directions made pursuant to this clause shall become binding upon the Pilot immediately upon communication to them and shall be deemed to be included in the Terms of Entry or the Event Rules (as applicable) for the purposes of this Agreement.

**13.5** Decisions made pursuant to this clause to amend or supplement the Terms of Entry or Event Rules or to issue directions shall be final. Any such decisions or directions shall be posted on the Event website and communicated to the Pilot via email. In the event that the Company make a decision/provide a direction under this clause whilst the Event is in progress, it shall use all reasonable endeavours to communicate this to the Pilot as soon as practicable following the issue of the decision/direction. No challenge shall be made by the Pilot any such decision.

### **14. Dispute resolution**

**14.1** All disputes, issues or complaints regarding the Pilot's participation in the Event shall be referred to the Event Director for determination as soon as practicable thereafter. For the avoidance of doubt, all determination, decisions and directives of the Event Director shall be final.

**14.2** The Event Directors shall be entitled to impose any or all of the following:

**14.2.1** suspension or expulsion from the remainder of the Event (including, for the avoidance of doubt, in the event that the Pilot's ability does not, in the reasonable opinion of the Event Director or appointed person, reflect that required to participate), or imposition other Event-based sanctions or fines upon a Pilot;

**14.2.2** impose other Event-based sanctions or fines on a Pilot and to make such cost order in relation to the relevant matter as it considers appropriate;

**14.2.3** adjudication on whether there has been a breach of the Terms of Entry or the Event Rules or upon whether an event constitutes an event of Force Majeure.

### **15. Announcements and confidentiality**

The Pilot will not make or permit to be made any public announcement(s) in relation to this Agreement without the prior consent of the Company nor (save as required by law) disclose to any third party an information concerning the terms or subject matter of this Agreement from the date hereof.

### **16. Points of contact**

**16.1** The principal point of contact for each party (unless the other party is notified otherwise in writing) shall be as follows:

The Company: see the Website

The Pilot: see details of the individual given during registration

**16.2** The Pilot acknowledges and agrees that they are not entitled to rely on any representation, authorisation or decision of the Company unless made by the principal point of contact (or their designated replacement) set out in this agreement.

### **17. Notices**

**17.1** The parties agree that all notices under this Agreement shall, unless otherwise notified, be served on the following addresses:

For the Company: see the Website

For the Pilot: see details of the individual given during registration

**17.2** All notices shall be in writing and may be delivered personally, by email or by first class pre-paid post and shall be deemed to be properly given or served:

**17.2.1** two working days after being sent to the intended recipient by pre-paid post addressed as aforesaid or, if sent by international air mail, five working days after being sent to the intended recipient; or

**17.2.2** if sent by email, on receipt of confirmation of successful transmission or if not a working day the first working day thereafter.

## **18. Cancellation**

**18.1** 28 days after initial payment you can get a full refund minus an admin fee. If you pay by bank transfer the admin fee will cover the cost of any necessary bank fees to process your refund.

**18.2** After 28 days and until 120 days before the adventure starts you can get a 50% refund. If you're paying in instalments we keep 50% of the whole entry fee you're due to pay, so you get back whatever you've paid over that amount.

**18.3** Less than 120 days before the adventure unfortunately we can't refund your entry fee at this point because we will have spent it.

**18.4** For the avoidance of doubt any cancellation or refund of the Entry Fee under this clause 18 would not mitigate any other obligations of the Pilot under this Agreement.

## **19. General**

**19.1** The granting by the Company of any time or indulgence in respect of any breach of any term of this Agreement by the Pilot shall not be deemed a waiver of such breach and the waiver by the Company of any breach of any term of this Agreement by the Pilot shall not prevent the subsequent enforcement of that term nor be deemed a waiver of any breach by the Company.

**19.2** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any prior agreements, representations or understanding between the parties, whether written or oral.

**19.3** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

**19.4** All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

**19.5** Should any term of this Agreement be considered void or voidable under any such applicable law, then such terms shall be served or amended in such a manner as to render the remainder of this Agreement valid or enforceable.

**19.6** This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each party.

**19.7** In respect of any date or period mentioned in any clause of this Agreement time shall be of the essence.

**19.8** A person who is not a party to this Agreement shall not have any rights or remedies pursuant to it, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**19.9** Nothing in this Agreement shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.

**19.10** The Pilot shall not be permitted to assign any of its rights or obligations under this Agreement without the prior written consent of the Company.

## **20. Governing law**

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England with regard to any claims relating to or in connection with this Agreement.