

# DUNCAN RACING INTERNATIONAL, INC.

## 2009 SUPPORT TEAM APPLICATION

DATE \_\_\_\_\_

NAME \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

\_\_\_\_\_ SHIPPING ADDRESS \_\_\_\_\_

OFFICE USE ONLY
PHOTO _____
APPROVAL _____
CATEGORY _____
RESUME _____

AGE \_\_\_\_\_ SHIRT SIZE \_\_\_\_\_ YEARS RACING ATV \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

MOBILE/CELL PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

RIDING CLASSES \_\_\_\_\_ RIDER CLASSIFICATION \_\_\_\_\_

RACING SERIES \_\_\_\_\_ RIDING DISTRICT \_\_\_\_\_

RACING MACHINE #1 \_\_\_\_\_ BIKE COLOR \_\_\_\_\_

CHASSIS \_\_\_\_\_ SHOCKS \_\_\_\_\_ MOTOR \_\_\_\_\_ EXHAUST \_\_\_\_\_

RACING MACHINE #2 \_\_\_\_\_ BIKE COLOR \_\_\_\_\_

CHASSIS \_\_\_\_\_ SHOCKS \_\_\_\_\_ MOTOR \_\_\_\_\_ EXHAUST \_\_\_\_\_

### RIDER SUPPORT AGREEMENT CONDITIONS:

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN DUNCAN RACING INTERNATIONAL, INC. AND \_\_\_\_\_ (RIDER). THIS AGREEMENT IS EFFECTIVE FOR THE 2009 RACING SEASON AND TERMINATES DECEMBER 31, 2009.

- A) DUNCAN RACING INTERNATIONAL, INC. WILL PROVIDE CERTAIN PRODUCTS/SERVICES AT DISCOUNTED PRICES, FOR USE ONLY ON RIDER'S RACING MACHINE (S).
- B) **RIDER, IN CONSIDERSTION OF PRODUCT(S) PROVIDED WILL -**
- 1) PROMINENTLY DISPLAY DUNCAN RACING STICKERS ON BOTH FRONT AND REAR FENDERS OR IN HIGHLY VISABLE LOCATION(S) OF THE RACING MACHINE, SUCH AS RADIATOR SHROUDS, HANDGUARDS, ETC.
  - 2) PROVIDE DUNCAN RACING WITH **TIMELY RACE RESULTS**. (Results can be emailed to supportteam@duncanracing.com)
  - 3) GRANT DUNCAN RACING THE RIGHT TO USE THE RIDER'S NAME, LIKENESS, RACE RESULTS, PHOTOS (**DIGITAL PHOTOS ON CD PREFERRED, ACTION PHOTOS WHEN POSSIBLE**) AND WRITE-UPS IN ANY ADVERTISING AND/OR PROMOTION OF DUNCAN RACING PRODUCTS AND/OR RELATED SPONSOR PRODUCTS. DRI'S RIGHT TO PROMOTE AND ADVERTISE DOES NOT EXPIRE.
  - 4) ACKNOWLEDGE DUNCAN RACING SUPPORT ON ENTRY FORMS, PRESS RELEASES AND MEDIA ARTICLES.
  - 5) RUN DR/PTR EXHAUST SYSTEM ON THEIR RACE MACHINE(S).
  - 6) DISPLAY LARGE DUNCAN RACING DECALS ON THEIR RACE VEHICLES AND/OR TRAILER.

THIS AGREEMENT COVERS ALL THE RACES IN WHICH RIDER COMPETES DURING 2009 RACE SEASON. DUNCAN RACING RESERVES THE RIGHT TO TERMINATE THE AGREEMENT IF AND WHEN RIDER CEASES TO BE IN COMPLIANCE WITH ITS PROVISIONS. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN DUNCAN RACING AND RIDER. NO RELATIONSHIP, EXCLUSIVE OR OTHERWISE EXPRESSED OR IMPLIED, IS HEREBY CREATED BETWEEN THE PARTIES.

**HOLD HARMLESS.** RIDER UNDERSTANDS AND ACKNOWLEDGES THAT ATV RACING CAN BE INHERENTLY DANGEROUS. ACCORDINGLY, RIDER HEREBY HOLDS DUNCAN RACING, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND ITS SUPPIERS FREE AND HARMLESS FROM ALL CLAIMS OR LIABILITIES CAUSED BY MY OPERATION OF THE VEHICLE, OR THE ACTIONS OF SOME THIRD PERSON (S).

**LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER DUNCAN RACING, INC. NOR ITS SUPPLIERS ARE RESPONSIBLE FOR THE ACTIONS OF THE RIDER OR ITS AGENTS WITH RESPECT TO THE INSTALLATION, TESTING AND USE OF THE EQUIPMENT AND PRODUCTS IT SUPPLIES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LICENSOR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY RIDER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY.

**DISCLAIMER.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, THIS AGREEMENT EXPRESSLY EXCLUDES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF (a) MERCHANTABILITY AND (b) FITNESS FOR A PARTICULAR PURPOSE.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PARENT(S) OF MINOR, NAMES \_\_\_\_\_

RELEASE SIGNATURE(S) OF PARENTS \_\_\_\_\_

# Duncan Racing International, Inc.

## *Video & Photo Release Agreement*

By submitting your photos and/or video content to Duncan Racing International, Inc. you must abide by the following Terms and Conditions:

### **Video/Photo submissions:**

Duncan Racing International, Inc. will accept video via youtube.com to be placed on the Duncan Racing youtube channel (<http://youtube.com/duncanracingint>) or Duncan Racing International, Inc. website (<http://www.duncanracing.com>).

By placing your videos on youtube.com you have already agreed to the Youtube.com terms and conditions.

### **Duncan Racing will only accept videos/photos under the following guidelines:**

- Rider is following all safety precautions.
- Riders must be in full protective gear.
- Riders must be riding in legal designated riding areas.
- No alcohol/drug use or use of foul language in video.
- Your video does not infringe on someone else's copyrights.

**HOLD HARMLESS.** RIDER UNDERSTANDS AND ACKNOWLEDGES THAT ATV RACING/RIDING CAN BE INHERENTLY DANGEROUS. ACCORDINGLY, RIDER HEREBY HOLDS DUNCAN RACING, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FREE AND HARMLESS FROM ALL CLAIMS OR LIABILITIES CAUSED BY MY OPERATION OF THE VEHICLE, OR THE ACTIONS OF SOME THIRD PERSON WHILE MAKING THE SUBMITTED VIDEO OR PHOTOGRAPH (S).

THIS AGREEMENT DOES NOT EXPIRE AND COVERS ANY AND ALL PHOTOS AND VIDEOS SUBMITTED TO DUNCAN RACING INTERNATIONAL.

I \_\_\_\_\_, do hereby grant **Duncan Racing International, Inc.** irrevocable permission to use my photograph and/or video for use in various publications and media (including but not limited to cassettes, videos, radio, T.V., internet, brochures, etc.).

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PARENT(S) OF MINOR, NAMES \_\_\_\_\_

RELEASE SIGNATURE(S) OF PARENTS \_\_\_\_\_

Please fill out and mail to: DRI- Attention Support Team-10734 Kenny Street, Suite A, Santee, California 92071