

TERMS AND CONDITIONS

You have been invited to join the 2023 Duncan Racing International Support Team. Duncan Racing has long been a leader in the ATV racing field, winning more races worldwide than any company in the industry over the last decade. Team Duncan Racing has been built and prospered by associating itself with quality racers and their families and pit crews.

To be accepted on the 2023 Support Team each racer must agree to a few but serious conditions.

1. All 2-Stroke riders must use Paul Turner Pipe and Fat Boy 2 Silencer.

2. All 4-Stroke riders must use Duncan Racing FatBoy4 4-Stroke Exhaust.

3. All racers must run DR decals on each side of their machine(s).

4. All racers must turn in a clear and legible photo (emailed or CD with digital photos, preferred) of

themselves and their machine(s) to supportteam@duncanracing.com. (Action photo preferable, of good quality with DRI product on machine.)

5. All racers must email in quarterly race reports, updating their results to supportteam@duncanracing.com.

6. All racers must agree to DRI Support Team's Terms and Conditions.

Please fill out and sign the DRI Support Team Application and Resume Questionnaire and mail them to DRI.



At Duncan Racing we pride ourselves on building the best and most reliable products in the ATV industry, while still maintaining outstanding customer service. When we go racing, we put in and expect to get back the same results as we do in our day-to-day business operations. If you are ready to step up to the next level, fill out the enclosed 2023 Support Team application and mail it back today.

Good Luck,

Duncan Racing International



2023 SUPPORT TEAM APPLICATION

DATE			OFFICE USE ONLY PHOTO
NAME			APPROVAL CATEGORY
HOME ADDRESS			RESUME
	SHIPPING A	ADDRESS	
AGE SHIRT SIZE	YEARS RACING ATV_		
HOME PHONE		WORK PHONE	
MOBILE/CELL PHONE		E-MAIL	
RIDING CLASSES		RIDER CLASSIFICATION	
RACING MACHINE #1		BIKE COLOR	
CHASSIS MOTOR	SHOCKS EXHAUST		
RACING MACHINE #2 COLOR		BIKE	
CHASSIS MOTOR	SHOCKS 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 2023 RACING SEASON AND TERMINATES DECEMBER 31, 2023.

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 sales@duncanracing.com)
- 3) GRANT DUNCAN RACING THE RIGHT TO USE THE RIDER'S NAME, LIKENESS, RACE RESULTS, PHOTOS (DIGITAL PHOTOS ON <u>CD PREFERED, ACTION PHOTOS WHEN POSSIBLE) AND WRITE-UPS IN ANY ADVERTISING AND/OR PROMOTION OF DUNCAN</u> <u>RACING PRODUCTS AND/OR RELATED SPONSOR PRODUCTS.</u> 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 2017 RACE SEASON. DUNCAN RACING INTERNATIONAL, INC. 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 BETWEEM 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 INTERNATIONAL, 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 INTERNATIONAL, 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______

Please sign and mail to: DRI- Attention Support Team- 9380 Bond Ave Suite B El Cajon, CA 92021



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 (<u>http://youtube.com/duncanracingint</u>) 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 International, Inc. will only accept videos/photos under the following guidelines:

- -Rider is following all safety precautions.
- -Riders must be in full protective gear.

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- -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 INTERNATIONAL, 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 <u>DOES NOT EXPIRE</u> AND COVERS ANY AND ALL PHOTOS AND VIDEOS SUBMITTED TO DUNCAN RACING INTERNATIONAL.

, 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-9380 Bond Ave Suite B El Cajon, CA 92021