



2010/11 Contingency Program

This includes Local clubs, tracks, Regional Races, Nationals.

We are giving away \$25 up to \$50,000*

2010/11 DECUZZI TIRE Contingency Registration Form

A NEW FORM MUST BE COMPLETED EACH YEAR! THIS FORM MUST BE COMPLETED IN FULL TO RECEIVE CONTINGENCY!

Please fax form and mail original to below address, you will be eligible once fax is received but not enrolled until original is received. Thank you!

SUBMIT ONLY ONE APPLICATION FORM FOR THE ENTIRE SEASON!

ANY OR ALL RACES COMPLETED PRIOR TO THE CONTINGENCY ORIGINAL FORM BEING RECEIVED AND YOUR ENROLLMENT VERIFIED BY DECUZZI TIRE!

You must sign and initial all boxes the Agree box before submitting this form. *= Required field.

This agreement is made by and between DECUZZI TIRE Inc. and:

Drivers' Name*

*First Name: _____ Middle Initial: _____ Last Name: _____

Drivers' Legal Name *(if different)

*First Name: _____ Middle Initial: _____ Last Name: _____

*Address: _____ *Address: _____

*City: _____ *State: _____ *Zip Code: _____

*Date of Birth: _____ *Social Security Number: _____ - _____ - _____

*Email Address: _____ *Telephone Number: _____ - _____ - _____

List series and classes you plan to compete in during the 2010/11 season:

List the class or classes in which you will use DECUZZI TIRES:

*In the event the purchaser will not be competing, but is sponsoring a driver, please complete the following:

Purchasers Name:

* First Name: _____ Middle Initial: _____ Last Name: _____

*Telephone Number: _____ - _____ - _____ Relationship to Driver: _____

Driver and Purchaser agrees that DECUZZI TIRE shall have license to use driver's name, signature, initials, likeness, photograph, and similar materials in connection with the advertisement, promotion and sale of products distributed by DECUZZI TIRE and any subsidiary of DECUZZI TIRE.

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- Along with your application we are requiring an emailed picture of you and your Kart with the application for use on our website to contingency@DeCuzziTires.com
- You are responsible for sending DECUZZI TIRE a copy of results from the race showing the DECUZZI TIRE name under sponsor this is optional.
- DECUZZI TIRE must receive results within 10 days of event emailed to RESULTS@DECUZZITIRES.COM in order for contingency to be paid.
- The results must include the **Series, Track, Class, Dates and a link** to the site that has the official or unofficial results. **You may use my laps!** See example on website.
- You must use our official form **no other submissions will be accepted!**
- You must have a minimum of 2 DECUZZI stickers visible on your Kart at all times
- Drivers who have not submitted a Contingency Form by **November 30, of current year**, will not be eligible for contingency earned for that year.
- ONLY DECUZZI TIRES are eligible.
- Only Tires purchased in United States are eligible.
- You must have a valid U.S. social security number to be eligible
- Contingency will be paid to the registered contingency driver. However, if the contingency driver is a minor, in order for contingency to be paid to the driver a minor consent form will be required for all minors.
- All contingency certificates earned in 2010/11 must be redeemed by February 28, 2011/12.
- In case of multiple divisions of the same class, DECUZZI TIRE will pay one division as specified by promoter.
- In cases of dual sanctioned events, driver will be paid for one event only.
- Contingency will be paid on the driver's best finish in one class only per race no multiple classes in the same race.
- **We will allow multiple class payouts at the same event for the same driver in different races.**
- Payouts for race results **not received by DECUZZI TIRE within 10 days of the event will be forfeited for that race.**
- There will be no Payouts for race results **not submitted exactly as required by the DECUZZI TIRE contingency and they will be forfeited for that race.**
- The DECUZZI TIRE logo must remain on all DECUZZI TIRES to be eligible for contingency.
There must be a minimum of two drivers in a class to qualify for contingency. **No exceptions.**
- DECUZZI TIRE will give an **additional \$2.00** for each emailed clear picture received up to **\$20** maximum per event, of the driver in action within 10 days from the race date.
- DECUZZI TIRE will also give a **bonus of \$20** for every Youtube video posted per event and sent with link featuring DECUZZI TIRES in the title and on the kart, promoting the racer and DECUZZI TIRE.
- Videos or pictures which feature inappropriate images, messages or actions will not be accepted and the acceptance of all submitted materials is solely at the discretion of DECUZZI TIRE.
- DECUZZI TIRE will also give a **bonus \$10** per event for podium pictures featuring driver with a DECUZZI TIRE OR DECUZZI RACING HAT.
- **All pictures must include driver and track information** and must be received within 10 days of event completion for use on DECUZZI TIRE website.
- I further agree that all photographs, pictures, slides, likenesses, and/or movies taken or made of me by or for DECUZZI TIRE in connection with my participation in the Program or any racing event, or any reproduction or replica of the same as well as my name may be used in any manner by DECUZZI TIRE or by any person or entity authorized by DECUZZI TIRE.
- **Contingencies are as follows:**
- Local races Per Class **\$15.00** per first place \$10.00 for second and \$5.00 for third place finish in DECUZZI TIRE DOLLARS to be used only on DECUZZI TIRE WEBSITE for tires and accessories.
- Regional Races per Class **\$25.00** per first place \$15.00 for second and \$10.00 for third place finish in DECUZZI TIRE DOLLARS to be used only on DECUZZI TIRE WEBSITE for tires and accessories.
- National Races Per Class **\$75.00** per first place \$50.00 for second and \$25.00 for third place finish in DECUZZI TIRE DOLLARS to be used only on DECUZZI TIRE WEBSITE for tires and accessories.
- All redemptions must order thru DECUZZI TIRE via Fax: 330-220-3204
- All DECUZZI TIRE dollars can be accumulated during the year and must be used by February 28th of the following year to apply towards DECUZZI TIRE merchandise only available thru DECUZZI TIRE.
- Any fraudulent or altered entries will result in immediate release of eligibility.

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I certify that I am or my driver is in good health and have no physical condition that would restrict or prevent me from participating in this Program or any racing event. * **Initials**_____

In consideration of being eligible to participate in the Program, I, the undersigned, for myself and for my successors, heirs and assigns, release, waive liability, promise never to sue, and forever discharge, DECUZZI TIRE INC., and any of its affiliated companies and each of their subsidiaries, agents, representatives, employees, dealers, servants, officers, directors, and shareholders (collectively, "Released Parties) from all claims, including but not limited to claims for negligent acts or omissions, actions or judgments that I may have or claim to have against Released Parties, or any of them, for ALL PERSONAL INJURIES, INCLUDING DEATH, AND ALL INJURIES TO PROPERTY, real or personal, directly or indirectly caused by or arising out of my participation in the Program. * **Initials**_____

I understand that any type of racing is inherently dangerous. I represent to DECUZZI TIRE INC a that I have had sufficient experience racing or recreational kart use to understand all the risks involved in kart racing, recreational Karting and or use of DECUZZI TIRES. I understand all the risks involved in racing. I expressly and voluntarily assume all risk of personal injury or death sustained while participating in racing events and the Program and/or using DECUZZI TIRE products, whether or not caused by the negligence or other fault of Released Parties, or any of them, including but not limited to, EQUIPMENT MALFUNCTION FROM WHATEVER CAUSE, INADEQUATE TRAINING OR SUPERVISION, DEFECTIVE DESIGN OR MANUFACTURE OF EQUIPMENT OR KART RACE COURSE, FAILURE TO KEEP SAFE, FAILURE TO INVESTIGATE OR SUPERVISE OTHERS, OR FAILURE TO WARN OF POTENTIAL RISKS. I agree to all the rules and regulations above and **I understand that I am giving up substantial rights by agreeing to this document.**

***Signature**_____ **Date**_____

Fax to 330-220-3204 than mail original to DECUZZI TIRE Inc PO Box 875, Brunswick, Oh 44212.

Program details subject to change or cancellation without notice.

Contact DECUZZI TIRE Racing Contingency Dept. Phone: 330.220.3102, fax: 330.220.3204 and email to:

contingency@decuzzitires.com

I further agree, for myself and for my successors, heirs and assigns, to indemnify, defend and hold harmless all of the Released Parties from all claims, suits and costs (including attorneys' fees) arising out of personal injuries, including death, and damage to property, caused directly or indirectly by any act or omission arising out of my participation in the Program or any racing event and/or use of DECUZZI TIRE products, and from all judgments recovered and from all expenses incurred in defending said claims or suits. ***Initials.**_____

- **If minor agreement is not applicable please write not applicable or N/A across the pages.**
 - Current sponsored individuals or team drivers are not eligible see rules for specific details.
 - DECUZZI TIRE distributors, affiliates, employees or family, and relatives are not eligible for contingencies.
 - Endurance Races or races in which all the Karts are provided do not qualify.
 - DeCuzzi Tire reserves the right to close registration at any time.
 - **Subject to change without notice.**

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DECUZZI TIRE 2010/11 MINOR CONTINGENCY RELEASE

In consideration of being permitted to participate in the DECUZZI TIRE Contingency Program during the 2010/11 season, I, for myself, my successors, heirs, assigns, minors, and incompetent persons (if any), release and forever discharge DECUZZI TIRE, its parent company, and each of their affiliates and related companies, agents, employees, servants, officers, directors, and authorized dealers (collectively "Released Parties") from all claims, actions, suits, or judgments I may have or claim to have against DECUZZI TIRE and Released Parties, either now or in the future. I agree that I am responsible for all personal injuries, including death, and damage to property, either real or personal, caused by or arising out of or in any way relating to my participation in the DECUZZI TIRE Contingency Program for 2010/11, including any and all injuries, death, or property damage occurring either in whole or in part as a result of DECUZZI TIRE and the Released Parties' active, gross, or other negligence (if any). I make this release and discharge with knowledge that KART racing is a hazardous activity, and that it is impossible to predict the existence or severity of any hazards or defects that may exist at the locations where the races will be held. I further agree for myself, my successors, heirs, assigns, minors, and incompetent persons (if any) to indemnify and hold DECUZZI TIRE and the Released Parties harmless from and against any and all claims, actions, suits, or judgments for personal injuries, including death, and damage to property, either real or personal, arising out of or in any way relating to my participation in the DECUZZI TIRE Contingency Program for 2010/11, and from and against any and all expenses (including costs and attorneys' fees) incurred in defending said claims, actions, or suits, including any and all judgments or expenses occurring in whole or in part as a result of the Released Parties' active, gross, or other negligence (if any). I further agree that without any additional compensation, my name, photographs, pictures, voice, likeness, slides, movies, or other reproductions, regardless of type or medium, taken of myself or made in connection with my participation in the DECUZZI TIRE Contingency Program for 2010/11, and any copies of the same, may in any manner be used by DECUZZI TIRE, or by any person, corporation, or association authorized by DECUZZI TIRE. I am in good health and have no physical conditions that would prevent me from participating in KART racing. I agree to the rules of the 2010/11 DECUZZI TIRE Contingency Program, which I have read at www.DECUZZITIRES.com I understand that racers must own the tires used in the contingency races in order to receive payment. I agree to include proof of ownership.* I agree to complete this application and submit it to DECUZZI TIRE prior to my first event in order to qualify for payment. I agree that applications submitted after the time frame outlined in the contingency will not be eligible for payment. I understand that it is my responsibility to resolve race result disputes with the race organization, and that DECUZZI TIRE will only make payments based on results provided by the race organization. * For sponsored riders: the "Sponsored Rider Affidavit" must be completed by the owner of the Kart. I UNDERSTAND that section 1542 of the California Civil Code states that a general release does not extend to claims which I do not know exist, or do not suspect exist at the time of signing the release, and which, if I knew or suspected such claims exist, would have materially affected my willingness to sign the release. Notwithstanding the language of section 1542, and with full knowledge and understanding thereof, by signing below, notwithstanding the language of section 1542, and with full knowledge and understanding thereof, by signing below,

I HEREBY WAIVE MY RIGHTS under section 1542 of the Civil Code of California or any similar law of any other state, and I acknowledge that this waiver is an essential term of this release without which DECUZZI TIRE and the Released Parties would not have allowed me to participate in the Contingency Program.

I understand that these program rules are subject to change without notice.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE, AND AGREE TO ITS TERMS.

*Racer's Name _____ Date _____

THE FOLLOWING SECTION MUST BE COMPLETED BY PARENT/GUARDIAN IF RIDER IS UNDER 18

I hereby certify that I am the parent or legal guardian of _____ (print name), a minor ("Child") and that I have read Section A of this Release set forth above. I understand that for my Child to participate in the 2010/11 DECUZZI TIRE Contingency Program, I hereby consent to my Child's participation in the 2009/10 DECUZZI TIRE Contingency Program and agree on behalf of my Child, myself and my spouse to release the Released Parties and waive liability from all claims, including, but not limited to, claims for negligent act or omissions, arising from or related to my Child's participation in the 2010/11 DECUZZI TIRE Contingency Program. I agree that my Child and I will be bound by all for the terms listed in Section A and B of this release. I understand that there are risks (including serious bodily injury or death) associated with participating in the 2010/11 DECUZZI TIRE Contingency Program, and I hereby assume, on behalf of my Child, myself and my spouse, all such risks, including those detailed above. I am releasing the Released Parties from any or all claims I or my spouse may have for emotional distress or loss of consortium in the event my Child suffers bodily injury or death. I further agree, for myself, my spouse, successors, heirs and assigns, to indemnify, defend and hold the Released Parties harmless from all claims and suits for personal injuries, including death and damage to property caused by any act or omission arising out of my Child's participation in the 2010/11 DECUZZI TIRE Contingency Program, and from all judgments recovered and from all expenses incurred in defending said claims or suits. I understand that I am giving up substantial rights by signing this document. I further agree to that without compensation, my Child's name, as well as any photographs, pictures, slides, or movies taken of my Child or made in connection with my Child's participation in the 2010/11 DECUZZI TIRE Contingency Program, or any reproduction of the same, may in any manner be used by DECUZZI TIRE, or by any person, corporation or association authorized by DECUZZI TIRE.

*Name of Parent/Guardian _____ Date _____

*Address _____ City _____

*State _____ Zip _____ Phone (____) _____

Mail hard copy to: DECUZZI TIRE P.O. Box 875, Brunswick, Oh 44212 also Fax to: 330-220-3204