

## **2018/2019 POLARIS ENGINEERED LUBRICANTS RIDER SUPPORT AGREEMENT**

As a Polaris Engineered Lubricants Rider you agree to the following:

1. By submitting the racer application you have consented to abide by the terms of the Polaris Engineered Rider Support Program Agreement.
2. If you are under 18 years old, the application must be filled out by your parent or legal guardian and must include their signature and contact information.
3. Rider will use, support and endorse Polaris Engineered Lubricant products. Rider will not use or endorse any other oil brand within the contractual sponsorship timeline.
4. Rider authorizes Polaris Engineered Lubricants to use his/her name, information and photographs for advertising and promotional purposes in various media applications throughout his/her period of this Rider Support agreement.
5. Polaris Engineered Lubricants retains in perpetuity the ownership of any photographs, results, informational bios, and the right to publish any other rider assets for promotional purposes.
6. Rider must display Polaris Engineered Lubricants decals and/or logos, as provided by Polaris Engineered Lubricants, prominently on racer vehicle(s) and any and all transport(s). Rider must use Polaris Engineered Lubricants approved logos on all vehicles.
7. Rider agrees to promote/advertise Polaris Engineered Lubricants to the best of their ability to any press/peers, and to demonstrate sportsmanlike conduct at all times, on and off the track.
8. Product received under the terms of this Agreement are solely for use of racer and/or race vehicles.
9. Promotional material provided by Polaris Engineered Lubricants shall be displayed on the racer's Polaris Snowmobile, ATV, ORV, trailer(s), and pit area for the entire term of this Agreement.
10. Rider will list Polaris Engineered Lubricants as an official sponsor on all race entries and on any promotional autograph cards or posters. Racer will mention Polaris Engineered Lubricants in all editorial interviews, podium interviews, and any multimedia sites maintained by the sponsored rider; including but not limited to Instagram, Facebook, racer/team websites and forum boards.
11. Rider agrees to send Polaris Engineered Lubricants a detailed summary of attending events, results, and any other promotional opportunities throughout the agreed term of contract. Updates should be sent within 1 week of the attending event.

Polaris Engineered Lubricants will provide you, the support rider, with Polaris Engineered Lubricant product at a \*discount of 50% off retail (maximum of \$2500/year) on any product listed in the rider support price list. Rider must order full case quantities (Example: 1 case of VES gallons = Qty 4). Cost of shipping and all applicable state or local taxes is to be paid for by the support rider at time of order. Polaris Engineered Lubricants will provide the rider with Polaris Engineered Lubricant stickers for all race vehicles.

\*Race Fuel discounted at 25% off Retail

Please fill out ALL information below and return this original signed agreement and current race resume to the address listed below. You must provide a physical street address for all shipments— **no P.O. Boxes.**

In signing this agreement, I understand the conditions as outlined above and understand that this agreement does not constitute a legal contract legally binding myself (the rider) to Polaris Engineered Lubricants in any way. I agree to hold Polaris Engineered Lubricants harmless from any claim, accident, injury, or damage incurred through my use of Polaris Lubricant products. I also understand that Polaris Engineered Lubricants reserves the rights to cancel or modify this agreement at any time. This agreement is valid through December 31, 2019.

**ASSUMPTION OF RISKS AND GENERAL RELEASE.**

(a) ATHLETE HEREBY EXPRESSLY ACKNOWLEDGES THAT (I) THE SPORT AND SPORT-RELATED ACTIVITIES ARE VERY DANGEROUS, (II) UNANTICIPATED AND UNEXPECTED DANGERS MAY ARISE DURING HIS PARTICIPATION IN SUCH ACTIVITIES, WHETHER IN COMPETITION, IN PROMOTION ACTIVITIES OR OTHERWISE, AND (III) HE MAY SUSTAIN BODILY INJURY, DEATH OR PROPERTY DAMAGE IN CONNECTION WITH HIS PARTICIPATION IN SUCH ACTIVITIES. RECOGNIZING THESE RISKS AND DANGERS, ATHLETE HEREBY ASSUMES ALL RISKS OF LOSS, DAMAGE OR INJURY (INCLUDING DEATH) TO HIS PERSON AND PROPERTY THAT HE MAY SUSTAIN DURING HIS PARTICIPATION IN THE SPORT AND SPORT-RELATED ACTIVITIES IN CONNECTION WITH THIS AGREEMENT.

(b) In furtherance of the above assumption or risks, Athlete, for himself, his parents, his spouse, dependents, heirs, executors, representatives, successors, assigns and agents, and each of them, does hereby fully remise, release and forever discharge Polaris Engineered Lubricants, and each of Polaris' representatives, predecessors, successors, assigns, officers, agents, directors, stockholders, partners, owners, servants, employees and affiliated and subsidiary corporations, partnerships or companies, past and present, and each of them, of and from any and all manner of actions, suits, liens, debts, dues, damages, claims, sums of money, obligations, liabilities, judgments, bonds, executions and demands of every nature, kind and description whatsoever, whether known or unknown, and whether suspected or unsuspected, either at law, in equity or otherwise, which may have arisen under and by virtue of the laws of any jurisdiction, which Athlete has had or claims to have had or now has or claims to have against Polaris, which arise out of or relate in any way to the Sport or Sport-related activities performed by him in connection with his obligations under this Agreement.

(c) Athlete has executed this release and discharge of all claims freely and without restraint or reservation of any kind or nature. Athlete has read and understands each and every item and condition set forth in this Agreement.

**Accepted by Rider:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Rider Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Parent or Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Necessary if rider is under 18 years of age*

Polaris Engineered Lubricants

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