

# AMA RACING CREDENTIAL TERMS AND CONDITIONS

In consideration of being granted a 2012 AMA Racing Credential by the American Motorcycle Association, Inc., d/b/a/ AMA (hereinafter "AMA"):

1. **Drug and Alcohol Testing; Release:** I recognize the importance of maintaining the safety and integrity of professional motorcycle racing. Accordingly, I agree to strictly comply with the "AMA 2012 Supercross Series Rulebook" and its' Substance Abuse Policy (the "Policy"). I understand that my agreement to comply with the Policy is an essential precondition to the issuance of a professional license and that I must abide by the Policy and submit to such testing procedures as may be conducted from time to time at the sole discretion of AMA or its assigns as a condition of continued licensure. I further understand that any violation of the Policy, or failure or refusal to submit to testing and honestly participate in any testing procedure, will result in immediate disciplinary action in any AMA sanctioned events. Finally, I hereby release and hold harmless AMA, their respective directors, trustees, officers, employees, agents as well as any consultants and any laboratories or testing facilities retained by AMA or its assigns for the purpose of conducting drug or alcohol tests in connection with the Policy, from any and all liability related in any way to any tests conducted in connection with the Policy or the disclosure of the results of any such tests.

2. **Physical Examination:** I certify that I am in good health and suffer from no illness or injury which impairs in any way my ability to participate in motorcycle racing events. I agree to inform AMA of any medical condition, injury or illness which in any way casts a question on my ability to participate in a safe and competent manner. I agree to immediately notify AMA of any change in my medical condition that could in any way affect my ability to participate in a safe and competent manner. I also agree to comply with any request from AMA regarding evidence of medical condition. I understand that AMA retains the right to prevent me from participating in sanctioned events pending examination(s) to determine my medical condition or my ability to participate in a safe and competent manner.

3. **Production and Promotion Rights:** I agree that all rights, property, and interest in any broadcast by audio, radio, television, motion pictures, home video production, Internet or any other means or media (including the transcription of any broadcast) of any AMA sanctioned event shall be the sole property of AMA. Any and all revenues from any broadcast shall belong to AMA for its sole and unlimited use. I hereby consent to the use of my images of and waive any intellectual property interests that I own that would in any way interfere with any broadcast of any AMA sanctioned event.

I further agree that AMA or its assigns, on a non-exclusive basis, may use my name and pictures (including pictures of my racing equipment, if owned by me, and pictures taken at any sanctioned event) for any purpose and in any media including, but not limited to, television, internet, motion pictures and home video production.

I also understand that AMA may, from time to time, engage a sports marketing firm, to, among other things, promote the image of AMA professional motorcycle racing, and I agree to cooperate with AMA and its sports marketing firm in such efforts.

4. **Independent Contractor:** I hereby certify that I am not an agent or employee of AMA, and I assume all responsibility for all charges, premiums and taxes, if any, payable on any funds that I may receive as a result of my competitive activities, including without limitation social security taxes, unemployment insurance taxes, compensation insurance, income taxes and withholding taxes.

5. **Credential Holder:** I represent that I am a member in good standing of the AMA or will join such association and pay applicable dues and any other required fees when registering as a Credential Holder. I understand that a person registering as a Credential Holder is subject to the AMA 2012 Supercross Series Rulebook and I confirm that I am 16 years of age or older.

6. **Waiver:** I acknowledge that motorcycle racing is a dangerous activity, the risks of which cannot be completely eliminated. I acknowledge that by participating in any AMA sanctioned event, I am assuming the risk of property damage and serious injury up to and including death. I acknowledge that I will have the opportunity to inspect and review any and all courses upon which AMA sanctioned events shall be conducted, and I waive any and all claims for personal property damage, injury, or death against AMA or any of their respective directors, officers, employees, or agents.

7. **Insurance Coverage:** I certify that I have primary medical, permanent disability and life insurance coverage for injuries that occur during AMA competition and official practices.

8. **Acknowledgment and Representation:** I acknowledge and understand that it is my responsibility to properly maintain this license. I understand that my license is subject to the AMA 2012 Supercross Series Rulebook. I represent that I am not contractually or otherwise prohibited from entering into any and all of the agreements set forth in Paragraphs 1 through 8 hereof.

I further acknowledge that this license/credential has been issued by AMA for the exclusive use by me. I agree to act in accordance with the AMA 2012 Supercross Series Rulebook, which serves as the official competition rules of the AMA Supercross Series and agree to abide by any amendments or supplemental rules. Transfer or misuse of this license/credential is cause for revocation.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_