



## **TERMS OF ACCEPTANCE OF INVITATION TO PARTICIPATE IN THE 2012 PIKES PEAK INTERNATIONAL HILL CLIMB**

The Pikes Peak Auto Hill Climb Educational Museum, Inc. (PPAHCEM) is a non-profit 501 C (3) organization. It is also referred to as the Pikes Peak International Hill Climb. PPAHCEM is a non-profit 501 C (3) organization.

As a competitor and/or owner I hereby represent that I have read the Pikes Peak International Hill Climb's 90th Annual Race to the Clouds 2012 Rule Book ("2012 Rule Book") and understand its contents. I further agree, as a condition of being allowed to participate as a competitor or owner that I will abide by the rules and by all decisions of the Director of Competition, or other race officials of the Pikes Peak International Hill Climb. I further agree that all decisions made in accordance with the 2012 Rule Book shall be final and non-appealable, unless the same shall be arbitrary and capricious, which determination I hereby agree shall be made only by The Judicial Arbitrator Group, 90 South Cascade Avenue, Colorado Springs, Colorado 80903, whose decision shall be final and non-appealable, and whose determination shall be limited to making a finding that the final decision made pursuant to the 2012 Rule Book was, or was not, arbitrary or capricious. If the decision is found to be arbitrary or capricious, the decision shall be overturned and re-submitted to the appropriate Pikes Peak International Hill Climb authorities for re-determination under the 2012 Rule Book. I hereby agree to these terms and conditions as a condition of my being allowed to compete as a competitor or owner in the 2012 Pikes Peak International Hill Climb.

By accepting an invitation to participate and/or taking part in any activity relating to the event, a participant agrees to abide by the decisions of the officials and supervisory officials, relating to the event or any matters arising out of the event, and agrees that such decisions are final, non-appealable and non-litigable, except as provided in sections X, XI, XII of the rulebook. Such a participant and/or competitor further agrees to inspect the racing area to insure that it is in a safe, raceable and useable condition, and that competitor voluntarily assumes the risk of, and has no claim for damages against PPAHCEM its officers, directors, shareholders, officials agents and employees by reason of damage to the car/cycle, the driver/rider, the pit crew or any other person. All participants assume full responsibility for any and all injuries sustained, including death and property damage, anytime they are in the racing area or en-route thereto or therefore.

The risk of serious injury or death cannot be eliminated and, in fact, will always be present at a high level. Competitors (drivers/riders) are required to advise their spouses and next of kin of this fact. Although safety generally is everyone's concern, PPAHCEM cannot be and is not responsible for all or even most aspects of the safety effort. PPAHCEM does not make any representation or warranties of responsibility to ensure the adequacy for purposes of safety of the racing facility, safety personnel or equipment, or conditions at the track. PPAHCEM cannot or will not be responsible for the adequacy of a competitor's race car, racing equipment, or racing activity to accomplish this purpose.

**NOTICE TO ALL INTERNATIONAL PARTICIPANTS:** Please verify with your health insurance company that your coverage extends to injuries resulting from participation in a racing event overseas as many policies specifically exclude coverage for racing injuries and/or injuries occurring overseas (outside of the coverage territory).

As a competitor I agree to wear the current Official Event Patch on the left upper breast portion of my competitor's suit as per the Rule Book, and that no other patches will be displayed on that portion of the competitor's suit except as approved by the Director of Competition.

PLEASE INITIAL: \_\_\_\_\_

As Competitor and/or Vehicle Owner, I agree that in return for accepting any and all purse or prize Monies as a result of competition at the Pikes Peak International Hill Climb, I hereby relinquish and release all advertising, promotion and public relations rights for my involvement in the Pikes Peak International Hill Climb. I hereby grant to the Pikes Peak Auto Hill Climb Educational Museum, Inc., their agents or representatives, the right to acquire, reproduce and use photographs of myself and racing equipment; also to use any statement of fact and testimonial copy about my accomplishments in racing in any publicity, advertising, or fundraising activity. There is no time or geographical limit upon this grant. I am further certifying that I truly am using the products for which I am accepting contingency Monies.

All media rights to this event belong to Pikes Peak International Hill Climb, LLC. For sales and distribution. Any unauthorized use of footage from the event, including but not limited to the making of or inclusion into a broadcast, internet, web, motion picture, DVD or tape program, that licensing or sub-licensing of clips or footage from the event shall be strictly forbidden without permission from the Pikes Peak International Hill Climb.

Entrants bringing their own POV (in-car) camera or personal hand-held video or movie camera and desiring to shoot his or her own "home" video or movie will be allowed to do so as long of a copy of this footage is provided to PPIHC within 5 working days following the race and may be used for the PPIHC's Television program. Entrants must understand that resulting footage is to only be used for personal purposes, and must not be used for any other purpose, commercial or otherwise including footage on any broadcast outlet and internet entity including but not limited to You Tube, My Space, Face Book, Mania TV, Jack Entrants must sign a disclaimer and rights usage license at time of application and/or at time of registration.

\_\_\_\_\_  
Competitor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Competitor (Signature)

Competitor Social Security Number (U.S. Residents): \_\_\_\_\_  
(Required to receive purse)

\_\_\_\_\_  
Owner (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Owner (Signature)

Owner Social Security Number or Tax ID (U.S. Residents) \_\_\_\_\_  
(Required to receive purse)

\_\_\_\_\_  
Parent or Guardian if Competitor is under 18 \_\_\_\_\_ Date \_\_\_\_\_

Please Return To:  
Megan Leatham  
Pikes Peak International Hill Climb  
1631 Mesa Avenue, Ste. E  
Colorado Springs, CO 80906  
Or fax to: (719) 634-5198