



READY TO RACE RENTER INFORMATION SHEET

CUSTOMER INFORMATION			
Customer Name	Phone Number		
Email Address	Deposit Date	Amount	\$
Mailing Address	Final Payment Due Date	Amount	\$

CUSTOMER EQUIPMENT AND SITE DETAILS			
Preferred Bike	Race Location		
Rental Period	to		
CUSTOMER TRAVEL DETAILS			
Arrival City	Transportation:		
Arrival Date	Departure Date	Pickup Needed:	
Additional Notes:			

CUSTOMER EMERGENCY INFORMATION	
Emergency Contact Name	Relationship
Email	Phone
Health Insurance Information	
Special Medical Information/Conditions	Allergies
Medications	

ADD ON OPTIONS				
	Yes	No	Price	Add-on Costs
One-on-One Training	<input type="checkbox"/>	<input type="checkbox"/>	\$400	+
<i>Comments</i>				
New Maxxis Tires	<input type="checkbox"/>	<input type="checkbox"/>	\$50 each	+
<i>Comments</i>				
Mousse Tubes	<input type="checkbox"/>	<input type="checkbox"/>	\$25 each	+
<i>Comments</i>				
Pre-race Course Walk	<input type="checkbox"/>	<input type="checkbox"/>	\$50	+
<i>Special Notes</i>				
Add-On Total Cost				



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RENTAL EQUIPMENT PICKUP AGREEMENT	
<i>By signing this form, you confirm that you have examined the initial condition of the rented motorcycle and find that there are no material or cosmetic issues</i>	
Customer Signature	Date/Time
DirtWise Representative Signature	Date/Time

POST EVENT EQUIPMENT DAMAGE COSTS				
Part	Yes	No	Cost	Damage Costs
Silencer	<input type="checkbox"/>	<input type="checkbox"/>	\$300 (4T), \$140 (2T)	+
Front Pipe	<input type="checkbox"/>	<input type="checkbox"/>	\$350 (4T), \$220 (2T)	+
Throttle Housing	<input type="checkbox"/>	<input type="checkbox"/>	\$TBD (4T), \$87 (2T)	+
Clutch Master Cylinder	<input type="checkbox"/>	<input type="checkbox"/>	\$205	+
Brake Master Cylinder	<input type="checkbox"/>	<input type="checkbox"/>	Front - \$200, Rear \$220	+
Subframe	<input type="checkbox"/>	<input type="checkbox"/>	\$330	+
Rear Brake Pedal	<input type="checkbox"/>	<input type="checkbox"/>	\$100	+
Shifter	<input type="checkbox"/>	<input type="checkbox"/>	\$67	+
Rim	<input type="checkbox"/>	<input type="checkbox"/>	Front - \$190, Rear \$215	+
Radiator	<input type="checkbox"/>	<input type="checkbox"/>	Rt Side - \$300, Lt Side - \$190	+
Ignition Cover	<input type="checkbox"/>	<input type="checkbox"/>	\$TBD (4T), \$100 (2T)	+
Outer Clutch Cover	<input type="checkbox"/>	<input type="checkbox"/>	\$TBD (4T), \$TBD (2T)	+
Inner Clutch Cover	<input type="checkbox"/>	<input type="checkbox"/>	\$TBD (4T), \$TBD (2T)	+
Front Fender	<input type="checkbox"/>	<input type="checkbox"/>	\$TBD (4T), \$TBD (2T)	+
Additional Items:	<input type="checkbox"/>	<input type="checkbox"/>		+
TOTAL CHARGED TO RENTER FROM DAMAGE			= \$	

RENTAL RETURN AGREEMENT	
<i>By signing this form, you confirm that you have discussed the initial damages found upon return of rented motorcycle. Signing this form gives the DirtWise Academy the right to charge the amount above from Damage Costs to be charged to credit card on file or deduct from the authorized Damage Waiver.</i>	
Customer Signature	Date/Time



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1. The total charges are an estimate based on the estimated rental period provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall NOT permit any other person to use or operate the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact DirtWise Academy Representative immediately.
5. Misuse of the Equipment or using damaged or malfunctioning Equipment may result in serious bodily injury or death.
6. Customer has received, read, understands and agrees to the estimated charges herein and all the terms and conditions of this Contract, including the Release and Indemnification provision in Section 7.

By signing this Contract, the Customer acknowledges receipt of these documents.

Customer Signature	Date
Customer Printed Name	
DirtWise Agent Signature	Date

ADDITIONAL TERMS AND CONDITIONS

1. **TERMS.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract. All of the terms herein are incorporated into this and all future contracts between DirtWise Academy and Customer upon Customer's receipt of DirtWise Academy Equipment under those contracts. Any reference in Customer's purchase order or other Customer document shall be void. "Customer" is identified on the front side hereof and includes any of its representatives, agents, officers or employees and anyone signing this Contract on their behalf. "Equipment" is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories thereto and all future Equipment rented. "Site Address" is the location that Customer represents the Equipment will be used during the Rental Period and is identified on the front side hereof. Customer rents the Equipment from DirtWise Academy pursuant to this Contract. Customer shall pay DirtWise Academy the rental rates (including any minimum rental on the front side hereof) and other charges described herein when due, return the Equipment to DirtWise Academy as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of DirtWise Academy and (b) shall not be affixed to any other property.

2. **PERMITTED USE.** Customer agrees that DirtWise Academy has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (c) Customer shall immediately notify the DirtWise Academy if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if an Incident occurs; (d) Customer has received from the DirtWise Academy all information needed or requested regarding the operation of the Equipment; (e) the DirtWise Academy is not responsible for providing operator or other training unless Customer specifically requests in writing and for agreed upon training charge and the DirtWise Academy agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised;



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and (h) the Equipment shall be kept in a secure location.

3. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without the DirtWise Academy written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

4. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by the DirtWise Academy, but DirtWise Academy has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If DirtWise Academy determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the Offroad motorcycle racing industry for one race use. DirtWise Academy has the right to enter and inspect the Equipment wherever located. Customer has the authority to and hereby grants DirtWise Academy the right to enter the physical location of the Equipment for the purposes set forth herein. DirtWise Academy shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for DirtWise Academy's breach of this Contract. Notwithstanding DirtWise Academy's service commitment, DirtWise Academy shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent has inspected such Equipment and agreed to pay for such costs.

5. **CUSTOMER LIABILITY.** DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR, THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING. "Incident" is any fine, citation, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment. After an Incident, Customer shall (a) immediately notify the DirtWise Academy, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until the DirtWise Academy or its agents investigate; (c) immediately submit to the DirtWise Academy copies of all police or other third party reports; and (d) as applicable, pay the DirtWise Academy, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus (i) the manufacturer's suggested list price on the date of the loss ("MSLP") of the lost or destroyed Equipment ("lost" being when Equipment's location is unknown, or Customer is unable to recover for a period of 30 days); or (ii) the full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. The DirtWise Academy shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

6. **NO WARRANTIES.** The DirtWise Academy does not design or manufacture the Equipment and is not the agent of the party(ies) that do. THE DIRTWISE ACADEMY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST DIRTWISE ACADEMY. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES DIRTWISE ACADEMY FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF DIRTWISE ACADEMY'S OBLIGATIONS HEREIN.



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7. RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS DIRTWISE ACADEMY HARMLESS AND AT DIRTWISE ACADEMY'S REQUEST, DEFENDS DIRTWISE ACADEMY (WITH COUNSEL APPROVED BY DIRTWISE ACADEMY), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH (i) THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (ii) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

8. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 7; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name DirtWise Academy as an additional insured (including an additional insured endorsement) and loss payee, and provide for DirtWise Academy to receive at least 30 days prior written notice of any cancellation or material change. Customer shall provide DirtWise Academy with certificates of insurance evidencing the coverages required above prior to any rental and any time upon DirtWise Academy's request. To the extent DirtWise Academy carries any insurance, DirtWise Academy's insurance will be considered excess insurance. **THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS RESPONSIBILITIES, INDEMNIFICATION OR OTHER OBLIGATIONS PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.**

9. RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change). Customer is responsible for (i) all rental rates, fees, licenses, taxes and governmental charges based on Customer's use of the Equipment, including additional fees for (i) race fees and entries; (ii) additional delivery and pickup costs to and from the Site; (iii) maintenance, repairs and replacements to the Equipment as provided herein;

10. PAYMENT. Customer shall pay (i) rental deposit and damage deposit at the time of completed rental agreement, (ii) final amounts due, without any offsets, 7 days in advance of specified event, (iii) Damage Costs immediately following return of equipment. Customer must notify the DirtWise Academy in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Damage Deposits are only required to be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes DirtWise Academy to charge the credit card all amounts shown on the Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

11. RETURN OF EQUIPMENT. "Rental Period" commences when the Equipment is delivered to Customer or the Site



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Address and continues until the Equipment is returned to the DirtWise Academy or representing agent provided Customer has otherwise complied with this Contract. DirtWise Academy may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to DirtWise Academy in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period and this Contract shall not terminate and rental charges shall continue to accrue until DirtWise Academy confirms that the Equipment is returned in the condition required herein. If the DirtWise Academy delivered the Equipment to Customer, Customer shall notify the DirtWise Academy that the Equipment is ready to be picked up at the Site Address; provided Customer remains liable for any loss of or damage to the Equipment until DirtWise Academy confirms that the Equipment is returned in the condition required herein. If the Equipment is not returned by the estimated end of the Rental Period specified on the front side hereof, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

12. **DEFAULT.** Customer shall be in default if Customer: (a) fails to pay sums when due; (b) breaches any provision of this Contract; (c) becomes a debtor in a bankruptcy proceeding, or goes into receivership; (d) places the Equipment at risk if the DirtWise Academy, in good faith, deems itself insecure; (e) fails to return Equipment immediately upon DirtWise Academy's demand; or (f) is in default under any other contract with the DirtWise Academy. If a Customer default occurs, DirtWise Academy shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of DirtWise Academy's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. SirtWise Academy shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST DIRTWISE ACADEMY FOR SUCH REPOSSESSION.

13. **LIMITATION OF DIRTWISE ACADEMY'S LIABILITY.** IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT DIRTWISE ACADEMY'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM DIRTWISE ACADEMY'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

14. **JURY TRIAL WAIVER.** TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

15. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Customer agrees that removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) notify DirtWise Academy prior to taking such action, (b) execute an amendment to this Contract, which amendment is incorporated herein, and (c) obtain DirtWise Academy's consent. Although prohibited under this Contract, if Customer exports or re-exports the Equipment, Customer agrees that the Equipment is subject to and must comply with U.S. export control laws and regulations, including but not limited to the Export Administration Regulations. Customer further agrees that it is responsible for: (i) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (ii) obtaining any required documentation necessary for return of the Equipment, and (iii) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

16. **MISCELLANEOUS.** The parties expressly and irrevocably agree: (a) this Contract including any related tort claims shall be governed by the laws of North Carolina, without regard to any conflicts of law principles; and (b), if any provision of this Contract is prohibited by any law, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions. Customer's obligations hereunder shall survive the termination of this



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Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including DirtWise Academy's lenders) who have rights in the Equipment. Headings are for convenience only. A photo or fax copy of this Contract shall be valid as the original. Any failure by DirtWise Academy to insist upon strict performance of any provision of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (i) they both have full authority to execute, deliver and perform this Contract; and (ii) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.