



**TrackSide Performance Contingency Notice**  
**Effective 1/1/2010**

If you are a registered contingency winner you will need to notify TrackSide Performance, LLC within **30 days** of your win please make shipping arrangements. Contingency winners are responsible for shipping charges.

Please Contact:  
TrackSide Performance, LLC  
30392 Esperanza  
Rancho Santa Margarita, CA 92688  
949-589-5394 ext. 25  
Attn: Bob Root  
[broot@tracksideperformance.com](mailto:broot@tracksideperformance.com)

**All Contingency Tires must be claimed within 30 days from the Race Date or your contingency will be forfeited.**



## TrackSide Performance Contingency Information

**Eligibility:** N.A.S.A Classes: GTS – SU – ST – STR - PT  
Minimum 5 cars in class.

**Pre Race Requirements:** Complete a TrackSide registration form and waiver release. Fax the forms to TrackSide Performance at 949.589.9464 and receive a verification number.

**Race Requirements:** Start, run and finish the race on Yokohama Tires on all four wheels. Have two large sized Yokohama decals prominently placed in two different locations on your vehicle.

**WIN your class and receive three Yokohama tires (A005)**

**2<sup>nd</sup> Place and receive two Yokohama tires (A005 when more than 12 cars entered)**

# TRACKSIDE PERFORMANCE, LLC RELEASE

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

**I UNDERSTAND THIS IS A LEGALLY BINDING AGREEMENT AND THAT IT IS MY RESPONSIBILITY TO READ IT VERY CAREFULLY BEFORE SIGNING IT.**

**NAME:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_

**1. DEFINITIONS:** The following definitions shall apply throughout this Agreement:

**"Racing Event"** includes (without limitation) all pre-, during, and post-race activities, testing and other race related activities in which TrackSide Performance LLC or Chikara Yamauchi and Victor Curl directly or indirectly participates. **"Personal Projects"** means any personal work, fabrication, process, mechanical repair or maintenance, or other related activity which is not part of an employee's required duties. **"Interested Third Party"** means any natural or legal person and includes (without limitation): Releasor, (and, if any) Releasor's conservator, executor, trustee, trust, representative, spouse, children, assigns, heirs, next of kin, employer(s) and all other third parties. **"Any Claim"** means (without limitation) any demand by Any Person for legal or equitable relief, irrespective of the place or form in or by which Any Claim is made(e.g. demand letter, summons, complaint, petition, or commencement of any mediation, arbitration, judicial or administrative proceeding), which is related to any Racing Event or Personal Project and in or at which Releasor actively or passively participates or attends.

**"Releasor"** means *you*, the undersigned. **"Releasee"** means any natural or legal person who is either generally or specifically identified in this Release or for whose benefit this Release is intended. Releasees include (*without limitation*) the following natural and legal persons (and their partners, subsidiaries, affiliates, officers, directors, employees, agents and shareholders or members): (i) The Yokohama Rubber Co. LTD, Yokohama Tire Corporation; (iii) any Corporation and its Driver(s) who provide TSP with the services of the Race Driver(s) relating to any Racing Event; (iv) TSP's and all other Releasee's Sponsors, (v) TSP's and all other Releasee's Vendors and Service Providers (including manufacturers, retailers, wholesalers, retailers, distributors).

**2. RELEASE:** I understand, that by signing this Release, no "Interested Third Party" will be able to sue or assert "Any Claim" against any "Releasee" if Releasor is injured or killed while attending or participating in any "Racing Event" or "Personal Project." I SPECIFICALLY UNDERSTAND this Release means that if I am injured or killed, neither I nor any person attempting to assert any claim based on my injury or death will be entitled to any compensation or other remedy from any Releasee except as otherwise provided through Worker's Compensation Law. This Release is *not* intended to preclude any Worker's Compensation Law remedy.

I HEREBY AGREE NOT TO SUE ANY RELEASEE AND, FURTHER, AGREE TO RELEASE, TO WAIVE AND TO DISCHARGE ALL RELEASEES FROM ANY LIABILITY ARISING FROM ANY CLAIM BY ME AND/OR ANY INTERESTED THIRD PARTY ON ACCOUNT OF MY INJURY AND/OR DEATH AND/OR INJURY TO MY PROPERTY ARISING FROM ANY RACING EVENT OR PERSONAL PROJECT.

I UNDERSTAND AND AGREE this Release includes all possible claims of every nature and kind whatsoever, whether known or unknown. *This Release shall remain enforceable even if I later discover facts of which I was unaware when I signed this Release.* All rights under Section 1542 of the *Civil Code* of California are hereby expressly waived. Section 1542 provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**2. INDEMNIFICATION:** RELEASOR HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from Any Claim, by Releasor and/or any Interested Third Party, against any Releasee whether caused by Releasee's negligence or otherwise. This Indemnification provision shall be binding upon and enforceable against Releasor and any Interested Third Party. This Section 4. does *not* apply to Any Claim asserted by any *non-Interested* Third Party against any Releasee.

**3. RIGHT OF OFFSET AGAINST ANY CLAIM:** I UNDERSTAND AND AGREE Any Claim by Releasor or any Interested Third Party, at TSP's option and for the benefit of such Releasees as TSP shall designate in its absolute discretion, shall be reduced to the extent any payment is made to or any benefit is provided by any insurance company or other third party for the benefit of Releasor or to or for the benefit of any person whose claim is based on Releasor's injuries or death, except to the extent otherwise provided by Worker's Compensation Law. Upon TSP's exercise of its option and at its option, Releasor agrees to and shall be deemed to have waived the "Collateral Source Rule."

**4. INTERPRETATION:** I UNDERSTAND AND AGREE no adverse construction or interpretation of this Release shall be made, under the *Civil Code* of California, simply because a party drafted or participated in the drafting of this Release.

**5. ARBITRATION/VENUE:** I UNDERSTAND AND AGREE that Any Claim must be decided under *California* law and jurisdiction shall *conclusively* be deemed to lie in and Any Claim can be asserted *only* in Orange County, California, except as to any Worker's Compensation Law remedy. I UNDERSTAND this provision may substantially increase the cost and/or difficulty of pursuing Any Claim.

I ALSO UNDERSTAND AND AGREE that Any Claim must be submitted to BINDING ARBITRATION, WITHOUT RIGHT TO JURY OR COURT TRIAL, except as to any Worker's Compensation remedy, which shall take place in Orange County, California before a mutually acceptable retired or former judge of the Superior Court of the State of California, or the Court of Appeals of the State of California. If the parties cannot agree on an arbitrator, then any party may apply to the court for an Order appointing an arbitrator meeting the requirements of this Section. The arbitrator's decision shall be rendered within ninety (90) days after the hearing and shall be final and binding without right of appeal.

### CONSENT AND LICENSE

IN ADDITION TO THE RELEASE AND INDEMNIFICATION AGREEMENT, ABOVE, I ACKNOWLEDGE AND AGREE that my name and likeness (the "Images") may be used by any Releasee, at any time, for publicity, advertising and endorsements (without limitation as to media or format). I hereby relinquish all rights to any Images and give any Releasee permission to publish, sell or otherwise dispose of any Images.

**I CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BEFORE I SIGNED IT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND I HAVE RELINQUISHED SUBSTANTIAL RIGHTS BY SIGNING IT, BUT EXECUTION OF THE RELEASE IS A CONDITION OF, AND IN CONSIDERATION OF, MY AT-WILL EMPLOYMENT. I SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY REPRESENTATION BEING MADE TO ME.**

**DATE:** \_\_\_\_\_ **PRINT NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

# Contingency Registration for TrackSide Performance

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Class: \_\_\_\_\_  
Event Name: \_\_\_\_\_  
Front Tire Size: \_\_\_\_\_  
Rear Tire Size: \_\_\_\_\_

Yokohama Decal Request: White \_\_\_\_\_ Black \_\_\_\_\_

**Please fax or email Contingency Registration Form and Release Waiver to:**

**TrackSide Performance, LLC 949.589.9464**

**Email: [broot@tracksideperformance.com](mailto:broot@tracksideperformance.com)**

TrackSide Performance will verify contingency information/registration with an email and verification number.