



2008 Contingency Program

Race Contingency Program:

The **highest** finisher in each class that meets our contingency requirements will receive one of the following: \$250 toward product if you are the class winner or \$150 toward product for top qualified finisher. **There is only one award per class.**

All **night** races are eligible – MORE, BITD, SCORE, SNORE (if your series is not listed here, please call us for possible inclusion)

Rules:

1. Vehicle must have at least 2 Sol teK lights and no competing headlights over 4" in diameter.
2. Two 40 sq in SolteK/ BajaDesigns decals are required, one on each side of the vehicle. No other lighting company decals can be on the vehicle.
3. Vehicle must finish race.
4. Class must have a minimum of 6 entrants to qualify
5. All contingency claims must be submitted with official race results, a completed claim form, and proof of contingency compliance signed by race promoter. Claim forms must be submitted within 45 days of event. Awards can be accumulated throughout the year, but must be claimed by January 31, 2009.

Baja Designs/SolteK sponsored racers are not eligible.

Press Coverage Contingency

If our name gets mentioned in a magazine in connection with your vehicle you will receive \$50 cash.

If a picture of your vehicle appears in a magazine with our lights and decal visible you will receive \$100 cash.

All contingency claims must be submitted with a copy of the publication and a completed claim form.



2008 Contingency Claim Form

DRIVER INFORMATION:

Driver Name: _____ SS#/Tax ID #: _____

Address: _____ City/State/Zip: _____

Daytime Phone: _____ Email address: _____

RACE INFORMATION:

Event Sanctioning Body: _____

Event: _____ Date: _____ Class: _____

CONTINGENCY REQUIREMENTS:

1. Vehicle must have at least 2 Sol teK lights and no competing headlights over 4" in diameter.
2. Two min 40 sq in Sol teK/ BajaDesigns decals are required, one visible on each side of the vehicle. No other lighting company decals can be on the vehicle.
3. Night Race (including those that end in the dark)
4. Class must have a minimum of 6 entrants

Verification by race official

Name: _____ Signature: _____

SUBMISSION REQUIREMENTS:

Completed claim form within 45 days of event

Completed waiver and promotional release

Official Race Results

Photo of vehicle with lights and decals

The **highest** finisher in each class that meets our contingency requirements will receive one of the following: \$250 toward product if you are the class winner or \$150 toward product for top qualified finisher. **There is only one award per class.**



AGREEMENT TO WAIVE AND RELEASE

The undersigned, does hereby, for himself, his heirs, next of kin, executors, and assigns, in consideration of and as a condition of the furnishing and/or servicing of BajaDesigns lights or other products, release and forever discharge BAJADESIGNS, INC. their subsidiaries and affiliates, their individual officers, directors, agents and employees, successors and assigns, herein collectively called "the Releases", of and from any and every claim, demand, action, cause of action or rights of action of whatsoever kind or nature, and any cost, loss or expense, including attorneys fees, which the undersigned had, now has or hereafter can, shall or may have against BajaDesigns in connection with arising out of, or relating to any use made by the undersigned of BajaDesigns lights or products and/or Releases or their agents servicing of such products.

The undersigned specifically acknowledges that he is or will be engaged in racing or racing-like activities which are inherently dangerous, and the undersigned acknowledges that he is assuming the risk of injury, death or property damages arising out of or resulting from the use of BajaDesigns brand lights and other products in connection with such dangerous activities. The undersigned also acknowledges that this waiver and release covers any claim, demand, action, cause of action or right of action for any injury, including quadriplegia, loss of limb or its use, death or property damage resulting from or arising out of any accident or occurrence during or in connection with the use of BajaDesigns brand lights and/or BajaDesigns products and/or the servicing of same by BajaDesigns or its agents, including specifically claims or damages arising out of manufacturing or design defects or out of negligence, fault or other culpable conduct of BajaDesigns or its agents.

This waiver and release shall be construed in accordance with, and shall be governed by, the laws of the State of California.

The undersigned specifically waives right to a jury trial, and agrees that any claim or controversy arising under this waiver and release shall be submitted to binding arbitration in San Diego, California pursuant to the commercial arbitration rules of the American Arbitration Association then in effect. The decision of the arbitrator shall be final and binding and may be entered in any court having jurisdiction over the parties. In the event of the bringing of any action or arbitration by either party hereto against the other arising out of this waiver and release, or the subject matter hereof, the party who is determined to be the prevailing party shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys fees.

As additional consideration for the furnishing and/or servicing of BajaDesigns brand lights and other BajaDesigns products to the undersigned, the undersigned hereby grants to BajaDesigns a nonexclusive license to use his name and likeness in marketing and other materials used by BajaDesigns in connection with the undersigned's use of BajaDesigns brand lights and other BajaDesigns products.

The undersigned further represents that he has consulted and secured independent legal advice in connection with this waiver and release and any rights that he may be relinquishing.

Signature: _____ Date: _____

Driver's Printed Name: _____

Address: _____

City, State, Zip: _____

Day Phone: _____ Evening Phone: _____

Mail signed copy to address below

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