

2009 DUSTBALL RALLY

RALLY EXPANSION SLOT REGISTRATION FORM, INSTRUCTIONS AND WAIVER (2 PAGES TOTAL)

VEHICLE INFORMATION

| | | | |
|------------------------------|-----------|------------------------|---------|
| TEAM NAME | | DESIRED VEHICLE NUMBER | |
| VEHICLE MAKE | MODEL | YEAR | |
| DRIVER INFORMATION | | | |
| DRIVER NAME | | | AGE |
| STREET ADDRESS | | | APT/STE |
| CITY | STATE | ZIP | |
| EMAIL ADDRESS | PHONE NO. | SHIRT SIZE | |
| CO-DRIVER INFORMATION | | | |
| CO-DRIVER NAME | | | AGE |
| STREET ADDRESS | | | APT/STE |
| CITY | STATE | ZIP | |
| EMAIL ADDRESS | PHONE NO. | SHIRT SIZE | |

EVENT INFORMATION

The 2009 Dustball Rally will cover less than 1500 miles of great southwestern roadways. Occupying three days time, the majority of driving will be enjoyed via scenic highways and byways during two days, with one full day of rest. The route is undisclosed and will once again start and finish in El Paso. Below is a list of rally events for entered teams in 2009 (*tentative, subject to change; locations for each to be announced*):

August 13: Driver safety meeting and pre-instruction
August 14: Rally Launch
August 16: Rally Finish
August 30: After party/awards media previews

Only 35 teams will be accepted for the 2009 scavenger hunt. Last day to submit entry form is June 1, 2009. Substitutions for dropped teams must be submitted by July 1, 2009. Deadline to have fully compliant rally stickers installed on vehicles is August 13, 2009. Non-El Paso teams must call Andrew for details if unable to attend all official events listed above (915) 740-1203.

Entry fee for 2009 is \$420 per team (team consisting of one vehicle, two persons). Maximum two additional persons per vehicle allowed (at \$100 per additional passenger), entrants must be minimum of 18 years of age on or before August 13, 2009. Persons under 21 will not be admitted into all Dustball events/host venues. Each team must present a valid credit card at time of checking in to hotel venue for additional expenses incurred. Acceptable Dustball Team entry payments are cash, check, or PayPal/credit card online for an additional processing fee of \$10 (\$430 online). Failure to comply with any regulations set forth will result in disqualification without refund. *The Dustball Rally is a gimmick rally (scavenger hunt), not a race.*

Mailing Address:

**Dustball Rally HQ
 9265 McCabe Dr. Ste 101
 El Paso, TX 79925-5149**

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

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the GATHERING(S) or being permitted to enter for any purpose any AREA (defined as any area in which any gathering takes place, whether it be in a closed area or open road including public and private), EACH OF THE UNDERSIGNED, for him or herself, his or her personal representatives, heirs, and next of kin:

Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such AREAS, and will continuously thereafter, inspect the AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the AREA and/or refused to participate further in the GATHERING. I acknowledge that I may not have the opportunity to inspect any AREA prior to the event.

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, passengers, pit crews, rescue personnel, law enforcement entities, any persons in any AREA, sponsors, advertisers, owners, lessors and lessees of premises used to conduct the GATHERING(S), premises and event inspectors, surveyors, underwriters, brokers, consultants and other who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the premises or GATHERING(S) and for each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE GATHERING(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE they may incur arising out of my presence or participation in the GATHERING(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the GATHERING(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY acknowledges that THE ACTIVITES OF THE GATHERING(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BY COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Gathering(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY CONSEQUENCE RESULTING FROM VIOLATING ANY LOCAL, COUNTY, STATE, OR FEDERAL LAWS (in which the GATHERING(S) occur) INCLUDING WARNINGS, CITATIONS, OR IMPRISONMENT arising out of or related to the GATHERING(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

I HAVE READ THE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST ALLOWED BY LAW. THE UNDERSIGNED ALSO UNDERSTANDS THAT BY SIGNING, HE/SHE ACKNOWLEDGES THAT ALL GATHERINGS ARE "AT YOUR OWN RISK."

ADDITIONALLY, THE UNDERSIGNED AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF DUSTBALL RALLY 2009.

DRIVER SIGNATURE: _____

CO-DRIVER SIGNATURE: _____