

**TERMS AND CONDITIONS** *The Mustang Run is a rally, NOT a race.*

**1. General Requirements**

You must hold a current driver's license with proof of insurance and be over the age of 18. You must not compete with other drivers in any manner. In particular, you must not race with other drivers. You must not place bets of any kind in relation to the event. You must drive safely and with proper courtesy to all other participants and members of the public. You must comply with all applicable laws and regulations, including without limit, appropriate laws of the road, the laws relating to the worthiness of your vehicle and the laws relating to the possession, or importation of prohibited substances, goods or offensive weapons of any kind. Please note that anyone caught racing on the public highway, will be excluded from further participation in the event immediately. No refunds will be made and all privileges will be withdrawn. You must conduct yourself appropriately at all times bearing in mind the rules of all venues of this event. You must not drive while under the influence of alcohol or any other intoxicating substance. You must not consume any illegal intoxicating substance at any time. You will be refused further participation in the event if you violate any of the above rules or refuse to follow the instructions given to you during the event organizers. In such case, no refund will be given.

**2. The Event**

Entry in to *The Mustang Run* will be granted to those participants who have returned a signed, completed entry form and waiver with the appropriate entry fee and have received a payment receipt from the organizers. The organizers reserve the right to refuse any applicant for entry without given reason. The entry fee does not include personal acquisitions, fuel, fine of any sort, or damage caused at any venue. The event director's decision is final in any dispute or discussion.

**3. Payment /Cancellation**

Payments will be made by MasterCard, Visa, Check or cash. (\$35.00 insufficient funds charge). The organizers reserve the right to cancel or postpone the event or any part thereof should circumstances arise. If it proves necessary for us to cancel the event, a partial refund will be issued, or where possible an alternative date offered. In the event of a natural disaster, such as flood, fire, other acts of God, civil war or situations out of our control, we will not be responsible for the entry fee refund. After the commencement of the event, we will not make refunds to those that are unable to continue in the event for any reason. We reserve the right to cancel the event at any time for any reason whatsoever. In case of refusal to allow you to participate, no refunds of the entry fee will be made. The route of the event is very demanding. If you do not manage to complete any part of the route and are unable to stay at any of the venues you will not be entitled to any refund. Upon entering the event, venues hired or dropping out does not entitle you to any compensation regardless of circumstance. **If you decide to cancel your entry, you must do so by April 27, 2007 in order to receive a full refund.** Payment must be received by April 27, 2007.

**4. Insurance and Liability**

**You must have proof of insurance! No exceptions made! You must supply proof of insurance before the event begins. No one will be allowed to participate that is not able to provide this.** We will not accept responsibility for any damage to your vehicle or person in your vehicle during any part of this event. We decline liability in any accident caused by or to participants and their vehicles during the entire event, regardless of circumstances. We also decline any liability for any breach of the laws and regulations of any state detailed in the itinerary. Participants shall be held responsible for any accident or breach of the laws in which they may be involved and shall declare to the organizers particulars of any such incident from which liability may arise and shall have no claim against the organizers arising out of any act or omission of the organizers, their servants, agents, event sponsors or officials during the course of the event. The organizers decline form any responsibility from any services or products offered or supplied by third party companies.

**5. Promotion**

**Personal sponsorship for an entrant's vehicle is not permitted without prior written consent. We reserve the right to refuse unauthorized sponsored vehicles or individuals' entry to the event.** Participation in the event will denote consent to be photographed and to participate in the filming of footage documenting *The Mustang Run* event. You hereby grant the event organizers (Bad Mofo Racing & SuperTune Performance) of *The Mustang Run* permission to utilize and exploit your appearance in any and all manner and media throughout the world in perpetuity. You further agree that we have the sole discretion as to whether any footage in which you appear is actually used by us, and that we do use such footage it may be edited at our sole discretion. You consent to the use of your name, likeness, voice, and biographical material about you in connection with footage, publicity and related institutional promotional purposes. You expressly release *The Mustang Run*, its directors, sponsors, agents, employees, licensees and assigns from and against all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of production, distribution, broadcast or exhibition of footage. All photographs and footage arising from *The Mustang Run* event and all copyright in those photographs and footage will remain property of *The Mustang Run*.

**6. Terms and Conditions Waiver**

We reserve the right to change these terms and conditions from time to time subject to notifying you of the changes. You shall be deemed to have accepted the amended terms and conditions by participating in the event. By participation in this event, made under arrangements of *The Mustang Run*, I acknowledge the danger of any adventure travel activity, including but not limited to: Dangers in general road driving, driving on private roads, traveling along curving and hilly roads, forces of nature, civil unrest, terrorism, accident or illness without means for rapid evacuation or medical facilities. **I understand that in the event of my suffering any personal injury or death or any damage being caused to any property of mine that I will not bring any action or other proceedings against *The Mustang Run*, Bad Mofo Racing LLC, SuperTune Performance, it's directors, agents, employees, event sponsors, or any company or persons associated with *The Mustang Run* event.** I agree to comply with all of the events terms and conditions of entry. I acknowledge and understand that the organizer of the event will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but cannot guarantee that the participants will abide by these terms and conditions. I indemnify *The Mustang Run*, its directors, agents, employees, licensees and assigns, and the event sponsors from all claims, demands, or expenses as a result of my breaching these conditions, my negligence or otherwise arising out of my participation of the event. I acknowledge that there are inherent risks in participating as *The Mustang Run* event. *The Mustang Run* will use its reasonable means to ensure that the other participants abide by these rules, but can not guarantee that this will be done. *The Mustang Run*, its organizers and sponsors exclude all liability in relation to your participation in the event.

Acceptance of the above terms

Pilot Acceptance                      Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

Co-Pilot Acceptance                      Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

Passenger                                      Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

Passenger                                      Signature: \_\_\_\_\_                      Date: \_\_\_\_\_