



ATI Contingency Award Program

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CONTINGENCY AWARD AND ADVERTISING RELEASE AGREEMENT - 2012

PLEASE INITIAL THIS FORM ON PAGE 1 AND SIGN PAGE 2 BEFORE RETURNING!

In order to expedite payment of your contingency award, **please return this Agreement to ATI along with proof of purchase for ALL products claimed** to: ATI Contingency Awards Dept., 6747 Whitestone Road, Gwynn Oak, Maryland 21207. Contingency will not be paid unless this form is on file.

In consideration of the Money, Product, Special Agreements and/or Contingency Promises (present & future) by ATI Performance Products, Inc., hereafter known as ATI, the driver and/or owner listed below, hereafter known as Applicant(s), do hereby jointly and severally agree to the following:

- _____ Initial 1. Applicant(s) warrants that he/she has displayed two (2) clearly visible, non-obscured ATI full size decals of each product claimed on both the left and right side of the vehicle(s) during the entire race event.
- _____ Initial 2. ONLY transmissions that have been built by ATI with ATI components - and have been issued a serial number - are eligible for contingency awards.
- _____ Initial 3. **Applicant agrees to provide proof of purchase and serial number, where applicable, for each product claimed.**
- _____ Initial 4. Applicant(s) has used the product claimed during the entire race event and gives ATI permission to inspect applicant's race vehicle(s) to certify use of product.
- _____ Initial 5. Applicant(s) gives ATI Performance Products, Inc. the absolute and irrevocable right and permission, with respect to any photograph(s) taken of applicant(s) and/or applicant(s) race vehicle in which applicant(s) may be included with others, direct quotes or portions of direct quotes made by the applicant(s) or all or any portions of statements, details, events and/or recountings of events in which the applicant(s) participated (the "MATERIAL"): (a) to copyright the same in ATI's own name or any other name that ATI might choose; (b) to use, reuse, publish and re-publish the same in whole or in part, individually or in conjunction with other similar MATERIAL, in any medium, including internet, and for any legal purposes whatsoever, including but not by way of limitation, illustration, promotion and advertising, and trade; and (c) to use applicant(s) name in conjunction therewith if ATI so chooses.

Applicant(s) hereby waive any right that the applicant(s) may have to inspect or approve the finished product or products or the advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied.

Applicant(s) **hereby releases ATI Performance Products, Inc.** from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form that may occur or be produced in the reproduction, use, processing, printing or publication of the MATERIAL.

This authorization and RELEASE shall also inure to the benefit of the legal representatives, licensees, and assigns of **ATI Performance Products, Inc.** as well as the photographer(s) and others who compiled the MATERIAL.

The Applicant(s) further state that the applicant(s) have read this RELEASE prior to its execution and that the applicant(s) are fully familiar with its contents.

Please remember to sign this form on page 2 and return both pages to ATI

_____ Initial 6. The undersigned does hereby irrevocably covenant, promise and agree to indemnify ATI Performance Products, Inc. and to hold same harmless from and against any and all losses, claims, expenses, suits, costs, demands, damages or liabilities, joint or several, of whatever kind or nature, both direct and indirect, which they sustain or to which they may become subject to arising out of applicant(s) use of or relating in any way to the use of ATI products, including without limitation in each case attorney's fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.

_____ Initial 7. All contingencies not claimed by December 31st of the year of the race event will be forfeited.

_____ Initial 8. This Contingency Agreement and Advertising Release Agreement shall remain in full force and effect until revoked in writing by either party.

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Serial Number(s):

Date & Place Purchased:

Trans Serial #: _____

Converter Serial #: _____

Super Damper Pt #: _____

Driver Name

Owner Name

Street Address

Street Address

City

City

State

Zip

State

Zip

Driver Phone

Owner Phone

Driver Cell

Owner Cell

Driver Fax

Owner Fax

Driver E-mail

Owner E-mail

Check should be issued to above

Social Security # / Federal Tax ID # of Payee

**Check if the Owner is
the same as Driver**

Owner Signature

Date

Driver Signature

Date