3501 Kennedy Rd., PO Box 5222 • Janesville, WI 53545
www.mooseracing.com

TO: PA State Hare Scramble Series Riders

FROM: Roxane Erickson, Promotional / Rider Support Manager of Moose Racing®

RE: **CONTINGENCY PROGRAM for the 2009 MOOSE RACING / PA STATE HARE SCRAMBLE SERIES (the "Series")**

GET YOUR GEAR PRACTICALLY PAID FOR & GET A FREE PAIR OF GLOVES !!

HERE IS HOW THIS CONTINGENCY PROGRAM WORKS TO BE QUALIFIED FOR A MOOSE RACING REWARDS CERTIFICATE ("Eligible Rider"):

STEP 1: Purchase in person a current year pair of Moose Racing pants and jersey (XCR, M1 or Sahara) at your participating Parts Unlimited / Moose Racing retailer ("Moose Retailer") prior to the date of the first race of the Series you participate in provided there are a sufficient number of remaining races to participate in the minimum percentage of the races of your selected Class described below ("Last Qualifying Race"). The Purchase Receipt must state which line of pants and jersey were purchased along with the date of purchase and selling dealer's name. The purchase must be in-person (no mail order or internet purchases are eligible). No Qualifier gear is eligible. Substitutions or rain checks will not be honored.
STEP 2: Fill-out and sign the Free Glove Registration Form ("Registration Form") and W-9 (next pages or below).
STEP 3: Mail your completed and signed Registration Form and W-9 along with your **original** Purchase Receipt (no photocopy or reproduction accepted) for the Moose Racing pants and jersey to the following address so these items are received within 10 days of the Last Qualifying Race (no late submissions will be accepted):
Moose Racing Contingency Program
Attention: Roxane
P. O. Box 5222
Janesville, WI 53547-5222
STEP 4: Participate in at least 80% of the races in your selected Class of the Series you selected while wearing the Moose Racing pants and jersey you purchased and free gloves and see how many Moose Racing Reward points you earn.
STEP 5: Look for your Moose Racing Rewards Certificate about 6 weeks after the Series sends final results to Moose Racing.
No phone calls please. Any point disputes must be resolved with the Series, not Moose Racing.

We look forward to a great year with the Series and wish you the best of luck throughout the season. Happy and safe racing!

Eligible Riders who have earned Points will be mailed about 6 weeks after the Series sends final results to Moose Racing. The number of Points earned (up to a maximum Moose Racing Rewards Certificate of $200 of retail dollars) redeemable in-person in exchange for retail value purchase of Moose Racing products from a Moose Retailer will be mailed directly to the dealer given on the Moose Racing Rewards certificate. Points for Eligible Participants will be tallied from the Series Class(es) stated on the Registration Form. For example, if at the end of the Series an Eligible Rider earned 180 Points, that person will be mailed a Moose Racing Rewards Certificate equaling $180 of retail value, in-person purchases of Moose Racing products at a Moose Retailer. Even if an Eligible Rider participates in more than one Class in a Series, the maximum Moose Racing Rewards Certificate any individual can earn is $200 (per type of series. For example if "series" has enduro and hare scramble rider would be allowed to earn $200 per type of series.). $100 max if youth gear was purchased.

We go by your series point system, however points earned will never by more than the following schedule:

Finish	Points	Finish	Points	Finish	Points	Finish	Points
1st	30	6th	15	11th	10	16th	5
2nd	25	7th	14	12th	9	17th	4
3rd	21	8th	13	13th	8	18th	3
4th	18	9th	12	14th	7	19th	2
5th	16	10th	11	15th	6	20th	1

Void where prohibited, taxed or restricted. Not responsible for late, lost, misdirected, illegible, incomplete or postage-due submissions. Omissions or incomplete submissions will delay processing or make submission not eligible. This program cannot be combined with any other offer or program. This merchandise certificate is worth no cash value. Allow at least 3 to 4 weeks for Free Glove processing. Make a copy of your Registration Form submission for your records (optional). Moose Racing reserves the right to deny any submissions and Moose Racing may rely on race result information provided by the Series. Moose will make final interpretations. Warning: Fraudulent submissions can result in federal prosecution for mail fraud under Title 18 USC Sections 1341 and 1342.

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FREE GLOVE OFFER REGISTRATION FORM - MOOSE RACING / PA STATE HARE SCRAMBLES SERIES

Rider Information: **(Please print or type)**

Name:_____("Rider") **Address**_____

City_____ **State**_____ **Zip**_____**Date of Birth** _____

Rider understands and agrees with LeMans Corporation, d/b/a Moose Racing® and Parts Unlimited® ("Moose Racing") as set forth below regarding the above referenced series ("Series"):

MOOSE RACING IS NOT IN CHARGE OF THE SERIES. Rider acknowledges that Moose Racing does not supervise or control the Series or any activities or events related to the Series. Rider shall be solely and exclusively responsible for proper installation, use, operation, maintenance and/or repair of racing bikes and other equipment, such as ATV equipment, that may be used by Rider. Rider shall have sole authority and control over the techniques, strategies and methods utilized by Rider in connection with Rider's participation in the Series and competitive motorcycle and/or ATV racing events and testing, practice and other related motorcycle and/or ATV racing activities.

ASSUMPTION OF RISK. Rider acknowledges that there are known and unknown risks attendant to participation in various motorcycle and/or ATV sports, competitive motorcycle and/or ATV racing and motocross. Rider hereby assumes full responsibility for any risk of bodily injury, death or property damage suffered by Rider on account of, arising from or in any way attributable to Rider's participation in the Series, racing, practice, testing events and any other similar activities of Rider related to the Series. The obligations of Rider under this provision shall survive the conclusion of the Series.

RELEASE. Rider hereby releases, waives, discharges and covenants not to sue MOOSE RACING and/or its directors, officers, agents, employees and representatives from all liability to Rider, and Rider's personal representative, heirs and next of kin for all loss or damage and any claim or damage therefor on account of injury or damage to Rider on account of, arising from or in any way attributable to Rider's participation in racing, practice, testing events and any other activities of Rider related to the Series. Nothing contained herein shall be construed to release MOOSE RACING from any liability for bodily injury, death or property damage caused solely by the willful act or negligence of MOOSE RACING. The obligations of Rider under this provision shall survive conclusion of the Series.

INDEMNIFICATION. Rider shall indemnify, defend and hold MOOSE RACING and MOOSE RACING's officers, directors, employees, agents and representatives harmless of, from and against any and all actions, causes of action, claims, demands, damages, injuries, loss of services, compensation, attorneys' fees, costs and expenses on account of, arising from or in any way attributable to Rider's operation of equipment, participation in racing or racing-related events (whether in connection with this Agreement or otherwise) and any other activities of Rider arising from MOOSE RACING's sponsorship of the Series.. It is agreed that MOOSE RACING shall have no liability for injuries or damages suffered by Rider (except to the extent caused solely by the willful act or negligence of MOOSE RACING) and/or caused to third parties by Rider during the Series. The obligations of Rider under this provision shall survive termination of the Series.

Glove Information: (If a size or color is not circled, an adult XL will be sent in our color choice.)

Adult Glove Size (Circle one) **XS S M L XL 2X 3X**

Youth Glove Size (Circle one) **XS S M L**

1st Color Choice:_____ 2nd Color Choice_____ 3rd Color Choice_____

We reserve the right to substitute. Allow 4-6 weeks for delivery. MAKE SURE TO ATTACH **ORIGINAL** RECEIPT.

Registration Information:

Class(es) your name will be in_____

_____

Accepted and Agreed by:

Rider's Signature:_____ **Date:**_____

COMPLETE THE FOLLOWING SECTION IF THE RIDER IS A MINOR:

Legal Guardian ("Guardian") joins in this document as parent and legal guardian of the Rider and all references to "Rider" will also include Guardian. Guardian hereby warrants and represents that the undersigned has full and unrestricted right and authority to bind Rider herein and personally joins in this document. Rider joins in this document with the intent and understanding that Rider shall be bound by the terms hereof immediately and this document shall be and remain legally binding upon Rider immediately after achieving the age of majority.

LEGAL GUARDIAN: **Date:**_____

Signature:_____ **Print Name:**_____

**** NO PRODUCT WILL BE SENT UNLESS THIS IS RETURNED WITH THE FREE GLOVE OFFER REGISTRATION FORM ****

LeMans Corporation • 3501 Kennedy Rd. • Box 5222 • Janesville, WI 53547-5222

D/B/A Parts Unlimited, Drag Specialties, LeMans Seat, Thor, Moose Racing

Form W-9 Taxpayer Identification Number Request

Name: _____ Date:

Street Address _____ Account #: Moose Racing Contingency

City, State ZIP _____ Phone #:

We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a $50 penalty imposed by the Internal Revenue Service under section 6723.

Federal law on backup withholding preempts any state or local law remedies, such as any right to a mechanic's lien. If you do not furnish a valid TN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return. ** Regarding any money / product received over $600 for the year, we may be required to issue you a 1099 **

Instructions: **Complete Part 1 by completing your name & social security number.. Complete Part 2 if applicable, fill out section 3 and return it to us either by fax (608-758-9533) or by mail.**

Part 1 Tax Status: *Print or type information*

Individuals & Sole Proprietors:	1A	Name: _____	1B	Social Security Number: __ __ __ - __ __ - __ __ __ __

Part 2 Exemption: ☐ Check here if exempt from Form 1099 reporting and check qualifying reason below.

☐ Corporation (no exemption for medical and healthcare payments or legal services payments)

☐ Tax Exempt Charity under 501(a), or IRA

☐ A state, District of Columbia, a U.S. possession, or any of their political subdivisions

☐ The United States or any of its agencies

Part 3 Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Signature: _____ Date: _____

Print Name: _____ _____