

# Colorado Shelby Rally 2022 Terms and Conditions of Registration



## 1) **General Information**

- i) The Colorado Shelby Rally 2022 (the “Rally”) is not a race or a competition.
- ii) You must not compete in any manner with other Participants. You must not place any bets of any kind in relation to the rally. You must drive safely in accordance with all road laws in each county and with proper courtesy to all other Participants and members of the public. You must not drive recklessly. If you are seen driving recklessly or otherwise not in compliance with all Applicable Laws (see section 12 below) by the Organizer, its employees, nominees, or other Participants, you will be removed and prohibited from taking any further part in the Rally.
- iii) We will depart Castle Rock (Day 1) at 1200MST (noon). Please have Shelby’s topped off with fuel prior to departures.
- iv) All other days will be a departure at 10am.
- v) Staging for Pikes Peak will be at 7am (time pending) at Santa’s North Pole. 5050 Pikes Peak Hwy, Cascade, CO 80809. Group discount is currently pending but in the case we are declined a group discount, you can pre-register here to earn a \$2.00 discount. <https://coloradosprings.gov/pikes-peak-Americas-mountain/page/pikes-peak-hours-and-rates>
- vi) Your participation in the Rally and any payment of the Registration Fee shall be deemed to be your acceptance of these Terms and Conditions. If you have any questions regarding these Terms and Conditions or need any further clarification you should contact the Rally Organizers. If you do not agree with any part of these Terms and Conditions you should not participate in the Rally.

## 2) **Driver License**

- i) You must hold a current, valid, and unrestricted driver’s license that will be accepted in all states. It is your own responsibility to ensure you are in possession of the correct documents you may require for the Rally.

## 3) **Age**

- i) You must be 18 or above on the first day of the Rally in order to participate.

## 4) **Insurance**

- i) You must obtain and maintain appropriate insurance to cover your participation in the Rally and shall provide proof of such insurance in advance of Registration Day, in a form satisfactory to the Organizer. Compulsory insurance includes, without limitation:
  - ii) Third party motor liability insurance
  - iii) Travel insurance (which includes medical expenses and personal liability)
- iv) In all cases you must disclose to the insurers that you are participating in the Rally. The Organizer will require proof of insurance from your insurance broker or insurance company.

## 5) **Registration Fee**

- i) The **\$180** Registration Fee covers your vehicle. Cutoff date is **May 1st, 2022**.
- ii) Registration fees after **May 1st, 2022, is \$250**.
- iii) You are responsible for paying the registration fee, plus any additional fees or fines which may arise throughout the Rally.
- iv) Participation in the Rally is only confirmed once the registration fee has been received and confirmed by the Organizer.
- v) Registration fees are payable to the Rally Organizer: PayPal (F&F ONLY) @ColoradoRally, Cashapp \$ColoradoRallyCorp, Venmo @coloradorallycorp, Zelle 808-284-0957, or USAA direct transfer.

## 6) **Registration Goodies and Sponsor Giveaways**

- i) Each participant will be given a shirt, hat, and five raffle tickets during check-in.
- ii) Each additional raffle ticket can be purchased for \$1.00 per.
- iii) The Organizers will call out raffle numbers every night at the hotels. You must be present to win.
- iv) The Organizers reserve the right to be the arbitrator to the Sponsor’s large gift cards or services.
- v) Per the Sponsor’s requests, the large gift cards or services are NOT for resale and can only be redeemed by the winner.
- vi) Additional shirts and hats can be purchased during registration, please fill out the form. Any additional

shirts and/or hats wanting to be purchased after the cut-off date, will be limited and available at check-in with additional costs.

## **7) Logos**

- i) You agree to purchase and have the official decal pack applied to your vehicle by Organizer's nominees and to maintain them on your vehicle during the entire Rally. This consists of the official Colorado Shelby Rally 2022 magnet OR the alternate official sticker placed on both driver and passenger side quarter panel windows, and all official partners and sponsors names and logos.
- ii) **Once you have signed this Terms and Conditions of Registration form and paid your registration fee, you will then be permitted to make your order with FastSigns. Orders will not go through until the Rally Organizer has approved this document signed and registration fee paid.**
- iii) The official magnets and stickers shall not be duplicated by any other vendor.
- iv) The official magnets and stickers can be ordered, and picked up or shipped from FASTSIGNS Broomfield, 799 US Hwy 287, Suite B, Broomfield, CO 80020, (303) 410-1122. POC is, but not limited to, Hayley.
- v) You shall not deface, cover up, or otherwise obscure such magnets or stickers, and shall use all reasonable endeavors to always keep them visible.
- vi) You shall not be entitled to use any of the Organizer's, partners' or sponsors' logos, trademarks, or name for any purpose whatsoever. You shall not be entitled to use the Colorado Shelby Rally 2022 logo or name on any website or in printed materials.
- vii) The Organizer shall not be responsible for any damage caused to your vehicle during the application or removal of the official decal pack. Any issues should be discussed directly with the company responsible for the application or removal.

## **8) Refunds**

- i) If you must withdraw from the Rally for any reason, you should notify the Organizer immediately.
- ii) You agree from the date the Organizer receives your Deposit and Registration Fee that any or part of the Registration Fee you have paid will be non-refundable. Refer to specific Rally terms and conditions for a breakdown of payment and refund dates.
- iii) The Organizer reserves the right to amend the advertised route at any stage. All Entrants will be notified of any changes in writing in this instance.

## **9) Transfer of Registration Fee**

- i) Once the Registration Fee has been paid this fee is non-transferable to any other future Rally's or as any part payment of any future Rally's held by the Organizer. If you want to transfer your place to another individual, then you must inform the Organizer in writing two months before the Rally. The Organizer reserves the right to approve the proposed transferee

## **10) Personal Acquisitions**

- i) The registration fee into the Rally does not include personal acquisitions and/or disbursements including without limitation, petrol, telephone bills, or other expenses and disbursements incurred while staying in any of the hotels or venues (including courier/postal charges relating to sending luggage and room service charges), fines of any sort, or damage caused at any venue visited.

## **11) Unauthorized Participants**

- i) To participate in the Rally, you must pay the Registration Fee.
- ii) Unauthorized Participants are individuals who have not paid the Registration Fee and are therefore not either the named driver or co-driver and subsequently are not recognized or accredited Participants of the Rally.
  - (a) Any unauthorized individual and/or Unauthorized Participants, without exception, seen to be participating in the Rally in any way will be charged immediately for their participation by the Organizers. If an Unauthorized Participant has been introduced by you the charge will be payable by you.
- iii) For the avoidance of doubt, a Participant cannot invite an individual to participate in the Rally unless they are the named driver or co-driver recognized by the Organizer.

- iv) For the avoidance of doubt, participating in the Rally includes but is not limited to: being a passenger in or driving a participating car for any part or any stage of the Rally when you are not registered as a driver or co- driver on the Rally; being inside the car displays without accreditation provided by the Organizer; attending any dinners or Rally's inside the Rally Hotels or at any other location where a Rally dinner or Rally is hosted; attending the Rally checkpoints; attending Rally parties where they are not named on the guest list; attending Drivers Briefing, Drivers Registration or any other occasion hosted during then Rally.

**12) Hotel Rooms**

- i) Please see and print the attached list of hotels provided. It is on the participant to call ahead of time and reserve his or her room(s) at EACH overnight stop.

**13) Routes**

- i) Please see and print the provided maps and directions turn by turn. Cell phone service WILL be in an issue in the mountains.
- ii) Highly advise using **Waze app** to for directions, detect accidents, traffic jams, or hidden law enforcement.

**14) Communication**

- i) Zello will be primary means of communication.
- ii) Search "Colorado Shelby Rally 2022", and you must be registered to be able to use or listen.
- iii) Please keep discussions down to not overwhelm listeners. This app is used as a walkie- talkie.
- iv) Listeners have the option to turn off the walkie-talkie notifications and chatter.

**15) Image Rights**

- i) By participating in the Rally, you consent to be photographed and to be included in the filming of footage documenting the Rally.
- ii) You hereby waive all rights of publicity or privacy and grant the Organizer a royalty-free license to utilize and exploit your appearance in the Rally in all manner and media throughout the world in perpetuity.
- iii) You further agree that the Organizer has the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organizer does use such photographs or footage, it may be edited at the Organizer's sole discretion.
- iv) You consent to the use of your name, image, likeness, voice, and biographical material about you in connection with all footage, publicity, and related promotional material, and for all publicity and promotional purposes.
- v) You expressly release Colorado Rally Corporation, the Organizer, its Directors, agents, employees, consultants, licensees, and assignees 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 the production, distribution, broadcast, or exhibition of photographs, footage, or any promotional materials.

**16) Personal Filming**

- i) You are entitled to take photographs and film footage of your participation in the Rally for non-commercial purposes only (that is for personal and private use only).
- ii) You are not entitled to reproduce or use photographs or footage of the Rally on any website for a commercial purpose, in any printed media or matter or in any television program without first obtaining the prior written consent of the Organizer.
- iii) In all circumstances (both commercial and non-commercial) you agree not to photograph, record, reproduce, publicize digitally or in printed media any road traffic accidents, which may occur during the Rally.

**17) Media Appearances**

- i) You shall not be entitled to arrange or conduct any media appearances or make statements to the press relating to your participation in the Rally without obtaining the prior written consent of the organizer.
- ii) If any press statements or media appearances are issued or required in any way in connection with your participation in the Rally, you will cooperate fully with the organizer in such activities.

**18) Conduct**

- i) You must always conduct yourself appropriately and abide by all the rules of the hotels and other venues used during the Rally.
- ii) When 'checking in' to all hotels, a credit card must be provided as a security guarantee against all incidental charges and any damage to the hotel property. Any such costs incurred must be paid for by you before checking out' or such costs may be automatically debited from your credit card in accordance with the individual hotels policies.

**19) Intoxicating Substances**

- i) You must not consume alcohol or ingest/inhale marijuana (THC) while driving.
- ii) You must not drive under the influence of alcohol or any other intoxicating substance i.e., marijuana, at any time.
- iii) If the Organizer or Officers finds you to be under the influence of alcohol or any other intoxicating substances i.e., marijuana while driving or attempting to drive, the Organizer and Officers reserve the right to prohibit you from participating further in the Rally.

**20) Safety**

- i) You must not drive if your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other condition.

**21) Indemnity**

- i) It is a condition of your registration to the Rally that you agree to indemnify the Organizer, it's Directors, employees, agents, and consultants against all claims, lawsuits, and causes of action whatsoever or howsoever arising and brought against the Organizer by any third party because of your action or participation in the Rally, including without limitation, your violation of any Applicable Laws or laws or regulations or your breach of these Terms and Conditions.

**22) Force Majeure**

- i) The Organizer, it's Directors, employees, sponsors, advisors, agents and consultants are not responsible if they cannot fulfill their obligations resulting from this contract (including without limit the holding of the Rally or any part of it) in cases of fire, earthquake, epidemic diseases announced by the World Health Organization, cyclone, flood, aridity, strike, lightning, war in the country, revolution, civil war, terrorist activities and similar troubles, blockade, embargo, confiscation and expropriation, and in other cases defined as Force Majeure by any applicable laws and / or Applicable Laws and regulations.
- ii) The Organizer cannot be held responsible if it is not possible for him to fulfill any one of his obligations or if a delay occurs in fulfilling his obligations due to any reason or situation beyond his will power and control, including but not limited to; incidents arising from the operations of law enforcement in any territory, the general instructions of any relevant official institution, provisions of law, regulation and statute, instructions given by authorized officials such as police and government officials, extraordinary situations, and other force majeure Rally's. For the avoidance of doubt, if the Organizer acting reasonably decides to call off the Rally either before the Rally or during the Rally due to an incident (such as a death or serious injury in connection with the Rally, or an Rally that otherwise naturally detracts from the Rally), such Rally will be considered to be a force majeure Rally in accordance with this clause and the Organizer will have no liability, in particular and without limitation, to refund the Registration fee or any part of it to any Participant.

**23) Personal Sponsorship**

- i) Personal sponsorship for your vehicle is only permitted if you obtain the Organizer's prior written consent at least 30 days prior to the commencement of the Rally.
- ii) Subject to obtaining the Organizer's prior written consent as to the identity of your personal sponsor(s) (up to a maximum of two (2) personal sponsors), you will be entitled to place your own sponsors/sponsors names, marks and/or logos in two (2) designated positions only on your vehicle provided that your sponsor/sponsors does not/do not, in the Organizer's opinion and at its sole discretion, compete or conflict with the Rally's Official sponsors.



- iii) The Organizer will determine the location and size of your sponsor/sponsors names, marks and/or logos on your vehicle, and this will be communicated to you in advance of the Rally. If you wish to place your own sponsors/sponsors names, marks and/or logos on your vehicle, you should submit a written request (to the Organizer) for permission to do so. Personal logos are to be produced at the cost of the Participant and applied in the designated areas only after the official decal pack has been applied.

**24) Unauthorized Sponsorship**

- i) If you arrive at or attempt to participate in the Rally with your vehicle or support vehicle displaying the branding of a sponsor that has not been authorized by the Organizer, you will be required at your own cost to remove such branding from your vehicle, failing which you shall be refused access to and participation in the Rally (and you shall not be entitled to a refund of your Registration Fee).
- ii) All unapproved branding will be removed immediately by the Organizer without question or notification.

**25) Copying the Colorado Rally**

- i) By signing below, you are agreeing that you will not organize, invest in or fund a rally or similar Rally which attempts to replicate the Rally or any of its unique features, activities and components or which seeks to benefit in any way from the Organizer's branding or goodwill. Doing so will result in legal action by the Organizer and you hereby agree to remain liable for all costs incurred by the Organizer on a full indemnity basis.

**26) Compliance**

- i) You must comply with all applicable laws and regulations of the state in which you are travelling ("Applicable Laws"), including without limitation all speed regulations, laws of the road, laws relating to the safety of your vehicle and laws relating to the possession or use of alcohol, drugs, or other prohibited substances. If you breach any Applicable Laws, the Organizer reserves the right at its sole discretion and without being subject to any appeal to prohibit you from participating further in the Rally without giving any refund.
- ii) You must participate in the Rally in the vehicle you stated when completing the Registration Form. You will only be able to participate in another vehicle subject to the Organizer's consent (which it is entitled to withhold in its absolute discretion). If the Organizer does not consent to you participating in a vehicle other than the one stated in the registration form, you shall be refused access to further participating in the Rally (and you shall not be entitled to a refund of your Registration Fee).
- iii) The person(s) entering the Rally and named on the Registration Form must participate in the Rally. If for whatever reason you are unable to participate, your registration place is not transferable.

**27) Responsibility**

- i) The Organizer and Colorado Rally Corporation accepts no responsibility or liability for (a) the consequences of you being refused passage and/or registration/exit to or from any state visited enroute or (b) any damage that may be caused to your vehicle or damage to or loss of contents in the vehicle when taking temporary control of it pursuant to paragraph 4.5.
- ii) Any additional costs incurred on the Rally are your own responsibility and the Organizer reserves the right to recover any fees incurred arising out of your actions.
- iii) It is your responsibility to ensure that you and your vehicle are compliant with locally applicable laws along the route (including limit weight, width, lighting and visibility). All drivers must carry their full driving license, vehicle registration documents which are relevant to the state of registration, proof of vehicle tax and insurance, and any necessary certificates and/or consents for use of the vehicle on public roads within the state of registration (where relevant). All information that the Organizer requests from you in relation to your own personal details and those of your vehicle must be accurate and complete in all material respects and you warrant to the Organizer that all information which you provide is true and accurate to the best of your knowledge.

**28) Refusal**

- i) The Organizer reserves the right to refuse your registration or participation prior to and during the

Rally at any time and for any reason whatsoever (without being obliged to disclose the reason).

- ii) In case of the cancellation of the Rally or the refusal to allow you to participate further, no refund of the Registration fee will be made.

**29) Change of Terms**

- i) The Organizer reserves the right to change these terms and conditions from time to time subject to notifying you of the changes.
- ii) You shall be deemed to have accepted the amended terms and conditions by participating in the Rally and/or by signing above.

**30) Violation of Terms**

- i) If you violate any of the above terms and conditions or refuse to follow the instructions given to you during the Rally by the Organizer or any of its employees or nominees, you may be prohibited from further participation in the Rally.

**31) Entire Agreement**

- i) These Terms and Conditions of Registration, the Waiver, and the Registration Requirements Form constitute the whole agreement between the parties and supersede any previous arrangement, understanding, or agreement reached between the parties whether in oral or written form.

**32) Confidentiality**

- i) You agree to keep confidential, and not disclose to any third party i.e., Facebook (Meta), Instagram etc., details of any incidents that occur during the Rally including, without limitation all details of any road traffic accidents that may occur during the Rally.

## **Release and Waiver of Responsibility**

**1) Risks Associated with Participation**

- i) I acknowledge and accept that participation in a Rally such as the Colorado Shelby Rally 2022 (the “Rally”) is potentially dangerous and that there are numerous risks associated with my participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other drivers. Further, I fully understand and accept that my participation in the Rally may result in serious bodily injury and/or death to myself, or others. I further realize and understand that the route of the Rally will require driving on public roadways upon which the hazards of travelling are to be expected. Further, I realize that participation in the Rally will require strenuous physical exertion, as participants will be required to drive for very long periods of time over several days, including the risk of driving through inclement weather.

**2) Assumption of the Risks**

- i) With full knowledge and understanding of the risks associated with my participation in the Rally, I enter the Rally voluntarily and fully accept and assume every such risk for loss, damage, or personal injury (including death).

**3) Compliance with Terms and Conditions**

- i) I agree to comply with all the Rally’s terms and conditions of registration. I acknowledge and understand that the Organizer of the Rally will use reasonable efforts to ensure that all other participants abide by the terms and conditions of registration, but that it cannot guarantee that the participants will abide by these terms and conditions.

**4) Release of Liability**

- i) In consideration for being permitted to participate in the Rally, I hereby waive, release, and forever discharge, for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, may have, or may hereafter accrue to me against Colorado Rally Corporation, the Organizer, it’s Directors, employees, consultants, agents and Rally sponsors for any and all damages, personal injuries (including death), and/or claims which may be sustained by me or

my vehicle directly or indirectly arising out of my participation in the Rally (including the application of emergency or medical services at the Rally) even if the damages, injuries (including death), and/or claims are caused by the negligence of those persons listed above or otherwise (including out of the transportation of my vehicle by air arranged by the Organizer) save that nothing in these Terms and Conditions shall be construed as excluding or limiting Colorado Rally Corporation and/or the Organizer's liability for personal injury or death arising from its negligence or the negligence of persons under its control. Further, I covenant not to sue Colorado Rally Corporation, the Organizer, its Directors, employees, consultants, agents, and Rally sponsors for all damages, personal injuries (including death), and/or claims which may be sustained by me directly or indirectly arising out of my participation in the Rally. This release and discharge include, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognizable claim arising out of my participation in the Rally (including all legal costs associated with such claims).

## 5) **Indemnity**

- i) I hereby agree to release, defend, indemnify, and hold harmless Colorado Rally Corporation, the Organizer, Officers, employees, consultants, agents, Rally sponsors, licensees, and assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of my actions or otherwise from my participation in the Rally whether made or claimed during or after the Rally, including all associated costs and expenses and any amounts which the Organizer may pay as a settlement or compromise of any such claims or liabilities. I have read this waiver, fully understand it's terms, and understand that I have given up substantial rights by signing it. I have done so freely and without inducement, coercion, or duress. I intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that, if any portion of this waiver is held to be invalid, the balance of the waiver shall continue in full force and effect. Please note that by completing the registration form and accepting these terms and conditions, you are concluding a legally binding agreement with us to participate in the Rally on these terms and conditions.

## **BY MAKING PAYMENT AND BY BOOKING YOUR PLACE,**

### **YOU ACCEPT AND ACKNOWLEDGE THAT:**

- 1) You have read and fully understand the Terms and Conditions contained within this Agreement.
- 2) You agree and abide to the Terms and Conditions contained within this Agreement.
- 3) You have read, fully understand, and accept the terms of the Waiver.
- 4) The undersigned warrants that they have a current and active License and Registration.
- 5) You acknowledge and accept that you have had the opportunity to take independent legal advice.
- 6) Email **this signed form and T-Shirt/Hat Rally order form (only)** to Colorado.shelby.rally2022@gmail.com

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Driver Name

Signature

Date

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Co-Driver Name

Signature

Date

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Year, Color, and Registration Number

Hat Color Combo

Shirt Size





