

RacingTrax Rental Service Agreement

2022 Ultra 4 King of the Hammers Race Week Events – January 21 to February 5, 2022

The rental services provided by RacingTrax are done on a best-efforts basis and offers NO guarantees whatsoever for uninterrupted or error-free service. The Renter acknowledges that many processes, electronic components, the Internet, and third-party service providers are all required to collectively function to provide such service, all of which are subject to fail or be interrupted at any time and without notice. There is no guarantee expressed or implied as to the suitability of the supplied electronics or services provided for this or any off-road race.

MANDATORY SERVICES

When it is mandatory that you rent a RacingTrax device to participate in a given racing event, you are paying to track the race vehicle for the benefit of the RACE management. It is used to validate your compliance to speed zones, course cutting and sportsmanship. Tracking can provide for a safer race through accountability, better utilization of human resources and potentially faster emergency response times.

RacingTraX also provides additional features and services at its own expense to the Racing Community that should be considered experimental and in no way relied upon to make up for course conditions, weather, experience and or good judgment. Should these complimentary features or initiatives fail or not work as intended, there will be NO refunds or credits issued nor does RacingTraX accept any responsibility or Liability whatsoever. These features include but are not limited to hazard notifications, passing notifications, rollover or crash messaging, speed zone notification or the leaderboard.

LOST, STOLEN OR DAMAGED DEVICES

You are responsible for your lost or stolen devices; the unit replacement cost is \$1,400 USD (\$800 main unit, \$600 smart antenna).

DEVICE PROTECTION INSURANCE

This Insurance is limited to the Race Team for the cost of repair or replacement of the RENTED equipment only. This insurance DOES NOT cover any lost, stolen, or non-returned equipment and coverage is strictly limited to equipment damaged or destroyed resulting from the direct active participation of the intended Racing Event.

To make a claim, you must immediately contact a RacingTrax designee after the race who will provide you with a CLAIM number and obtain a declaration of events. RacingTrax reserves the right to inspect the vehicle and equipment prior to accepting any claim. In the event you are unable to finish the race and or cannot locate a RacingTrax representative you must within 24 hours of the official end of race email info@racingtrax.com stating your name, team number and description of events and you will receive an acknowledgement followed by a claim number.

RETURN POLICY

Devices must be handed in at the finish line immediately following your race. You will be subject to a weekly non-refundable late fee of \$200 per device (both race and chase units) until the equipment is returned.

By completing this order on behalf of the racing team, you are agreeing to indemnify and hold harmless ROM Communications Inc. and their agents against any and all claims and actions relating to the services being provided for the purpose of OFF ROAD racing, including, without limitation, expenses, judgements, fines, settlements and any other amounts actually and reasonably incurred in connection with any liability, suit, action, loss or damage arising or resulting from the Race Teams participation in this race.