



# TERMS & CONDITIONS

# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

**Page 1 of 17**

### **GENERAL INFORMATION**

The 2020 HOKA HEY MOTORCYCLE CHALLENGE™ (the “Event”) is organized and promoted by the Medicine Show LLC (the “Organizer”). This Event is a challenge of endurance, navigation, long distance riding skills and the ability to execute those skills safely and in strict compliance with all state and federal laws, while adhering to all of the Terms & Conditions of the Event. Applicants (“you”) must not compete in any manner with other participants. You must only challenge yourself. You must NOT place any bets or wagers of any kind in relation to the Event. You must drive safely and abide by all motor vehicle laws and provisions in each State. You must drive with proper courtesy to all other participants and members of the public. This event is not a race or competition to arrive first at any location.

### **PARTICIPATION**

The 2020 HOKA HEY MOTORCYCLE CHALLENGE™ will be open to **a limited number of participants**. The Organizer will accept all applications and a waiting list will be established if one becomes necessary. Individuals on the waiting list may be accepted case by case, first come first serve basis.

Individuals participating in the 2020 HOKA HEY MOTORCYCLE CHALLENGE™ are encouraged to conduct fund raising efforts on behalf of a charity organization or individual. It is the sole responsibility of participants to amass pledges and ensure pledged funds are submitted directly to their charity of choice. It is recommended the rider does not personally collect the funds for issue to their charity but instead should instruct the donor to make their contribution directly to the charity. Contact the Organizer if you have questions concerning the issue of funds from the donor to a charity.

The Organizer reserves the right to refuse your entry or participation prior to and during the Event at any time and for any reason whatsoever (without being obliged to disclose the reason). If your application is not accepted at the time of submission, your entry fee will be refunded in full. If your application is accepted and your activities result in the later cancellation or refusal to allow you to participate, no refund of the entry fee will be made.

### **AGE**

Participants must be 18 years of age or older on AUGUST 9, 2020 in order to participate in the Event. Passengers under the age of 18 will not be permitted under any circumstances.

### **APPLICATION**

Deadline for applications will be 30 days prior to the kickoff date. No exceptions.

The emergency contact person provided must be someone that can make medical decisions on behalf of the applicant. The named individual must be made aware that they are your emergency contact person and may be called upon during the event. By providing us the name of your emergency contact person, you are authorizing the Organizer or its agents to contact them and provide information related to you or your medical condition.

# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

### **Page 2 of 17**

#### **ENTRY FEE**

The entry fee for the 2020 Event is \$500.00 U.S. (Five Hundred Dollars U.S.) per motorcycle supporting one (1) rider. A deposit of \$250 U.S. (two hundred and fifty dollars U.S.) is due when your application is submitted. The remaining application fee will be due no later than May 9, 2020. Applications submitted after May 9, 2020 will require full payment at the time of application submission.

The entry fee includes your admission into the Event and the parties at the kick-off and at the end of the road. The entry fee does not cover the expense of your tracking device. Riders are responsible to pay for the equipment, installation and service provided by *US Fleet Tracking*, as well as any additional fees which may arise.

The entire balance of \$500 is required before any application can be processed. Failure to pay the entry fee in full will lead to (at the Organizer's sole discretion) your being refused access to and participation in the Event.

#### **REGISTRATION**

All participants should plan to arrive not less than two days before the start of the challenge in order to register and present their motorcycles for inspection.

#### **MOTORCYCLES**

The Event is open to American manufacturers of V-Twin motorcycles which shall include Harley-Davidson®, Indian®, Victory® and custom motorcycles.

All motorcycles will be subject to the following restrictions:

- Motorcycles shall be limited to 6.2-gallon fuel tank. Fuel cells, modified fuel tanks, auxiliary tanks and additional gas cans or fuel bladders will not be permitted.
- All bikes will be required to have a working odometer.
- The use of electronic devices (to include GPS, iPads, Smart Phones, track & call, Bluetooth and/or other communication devices) as navigation aids will be restricted. The use of mounted/hardwired GPS and/or in-helmet communications is also restricted and shall not be powered up for use during the event. If helmet communications are required for a specific reason, it is necessary to acquire approval from the Hoka Hey Board of Directors prior to the start of the event.
- Riders should also have their rider number placed on their bike with 3" reflective stickers that contrast the color of their bike.
- The Organizers reserve the right to restrict other modifications at their own discretion.

If your motorcycle fails inspection when presented to Challenge Officials during registration, you will have the opportunity to correct the deficiency and present your motorcycle for re-inspection.

#### **SIDECARS AND THREE-WHEELERS**

Sidecars and three-wheelers will be permitted during the Event on a case by case basis. A letter outlining the reason for their use must be submitted as part of your application package.

Trailers will not be permitted under any circumstances.

# HOKA HEY MOTORCYCLE CHALLENGE™

## 2020 Terms & Conditions

Page 3 of 17

### PASSENGERS

Passengers will be permitted to accompany the rider. An additional \$100 U.S. (One Hundred Dollars U.S.) passenger fee will be required.

Passengers will also be required to sign and submit a *Waiver & Release of Liability* form and *Terms & Conditions* and shall adhere to the same legal specifications and entry requirements as the participant they will be riding with. Passengers under the age of 18 will not be permitted under any circumstances. The Organizer reserves the right to refuse to allow any passenger to participate for any reason, or no reason at all.

### RULES OF ENGAGEMENT

The 2020 HOKA HEY MOTORCYCLE CHALLENGE™ route is expected to be just under 10,000 miles in length and will depart the starting line at 0600 PDT on the morning of AUGUST 9. To be eligible for official recognition as a “Finisher”, participants must comply with all event rules and must not reach the finish line in less than 240 hours from the start of the Event.

Challengers must also comply with the following rules to be considered for awards and/or “Finisher” recognition:

1. You are solely responsible to operate your motorcycle in a safe manner. You must NOT participate while your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other medical or mental condition. The Organizer accepts no responsibility or liability for Challengers who continue to participate in the Event while in a compromised state.
2. Participants must adhere to the prescribed route as written in the driving directions that will be provided. If you find that you have strayed from the route, you must backtrack or circle around to the place you left the route and continue from that point. Tracking devices provided by US Fleet Tracking shall be used to verify your course of travel.
3. Any moving violation, including but not limited to, speeding, failure to signal, improper lane change, etc. will be grounds for automatic disqualification from eligibility to receive awards. Challengers may continue to participate in the Event; however, they will no longer be eligible to receive “Finisher” recognition awards or prizes.
4. You must comply with all applicable laws and regulations of the State/Country in which you are traveling, including without limitation, all speed regulations, laws of the road, laws relating to the safety of your motorcycles and laws relating to the possession or use of alcohol, drugs or other prohibited substances. Use of alcohol or illegal drugs is grounds for disqualification and may result in the rider being asked to leave the Event.
5. Riders must carry a cell phone which is capable of receiving text messages in order that Event Organizers may communicate with them during the Event. Cell phones may be mounted on motorcycle handlebars but cannot be used as a navigation aid nor shall they block the rider’s view or ability to control the motorcycle.
6. Riders may carry or have GPS units installed on their bike. However, the use of such devices shall be restricted except in case of emergency.

# HOKA HEY MOTORCYCLE CHALLENGE™

## 2020 Terms & Conditions

### Page 4 of 17

7. Bluetooth headsets or helmets with Bluetooth capability are also limited to emergency use.
8. Participants must install an approved tracking device (available only through US Fleet Tracking) which the organizers can use to track your progress across the designated route. In order to be considered for awards and recognition, the Organizers must have access to your tracking program before the start of the Event. Said tracking device may be used to monitor your speeds and your "Start-Stop Times" throughout the event and will be used as part of the validation process after the event has ended or in the case of a formal protest.
9. Participants shall not reach the finish line in anything less than 240 hours.
10. Any injury or illness that requires you to return home prior to finishing the route will mean you cannot be listed as a "Finisher" even if you complete the route at a later date.
11. Participants will further cooperate with and follow all directions and instructions as provided by HOKA HEY MOTORCYCLE CHALLENGE™ Officials or any of its employees, nominees or Marshalls in all matters.

### **SAFETY**

You are solely responsible to operate your motorcycle in a safe manner. You must NOT participate while your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other medical or mental condition. Applicants who are injured or who have a medical condition that could affect their ability to safely operate their motorcycle shall withdraw from participation in the Event. Failure to do so may be viewed as reckless driving and may cause your removal from the Event at the Organizer's sole discretion. The Organizer accepts no responsibility or liability for Challengers who continue to participate in the Event while in a compromised state.

In order to encourage the safety of our riders during the event, electronics mounted on the handlebars must not obstruct the view of the rider and cannot be operated while riding. GPS units and cell phone apps that identify the rider's location shall not be permitted for use at any time.

The Organizer will consider reckless driving grounds for immediate disqualification. It is a Condition of the Event that you must drive safely with due respect to other participants, the members of other participant's teams, as well as members of the public. The *US Fleet Tracking* device may be used to monitor your speeds and your "Start-Stop Times" throughout the event and will be used as part of the validation process after the event has ended. If you are seen driving recklessly, continuously violate speed alerts as reported by *US Fleet Tracking* or are otherwise not in compliance with applicable laws as determined by the Organizer, its employees, nominees or Marshalls, you will be disqualified and prohibited from taking any further part in the Event and you will forfeit any and all rights to any award or return of entry fees.

### **MEDICAL / ACCIDENTS**

In order to be eligible to participate, you must have no pre-existing medical conditions that would prevent you from participating safely in this Event. Furthermore, you must NOT participate while your ability to do so safely and properly is in any way compromised by

# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

### **Page 5 of 17**

illness, lack of adequate rest, or any other medical or mental condition. Applicants who are injured or who have a medical condition that could affect their ability to safely operate their motorcycle shall withdraw from participation in the Event. Failure to do so may be viewed as reckless driving and be may cause for removal from the Event at the Organizer's sole discretion. The Organizer accepts no responsibility or liability for Challengers who continue to participate in the Event while in a compromised state.

If you should require medical treatment as a result of your participation in this Event, or activities incidental to this Event, you agree to be financially responsible for any costs incurred as a result of such treatment. The Hoka Hey Organization does not provide you with any form of insurance or medical coverage and you are encouraged to provide your own medical coverage.

Participants who are involved in an accident or who witness an accident involving another Hoka Hey Challenger (regardless of severity) must contact the Hoka Hey Organizers as soon as possible and provide details of the incident. Be prepared to provide the name or rider # of the Challenger involved, types of injuries sustained, location of the incident, whether the rider was transported by emergency vehicle or treated at the scene.

Your emergency contact person must be someone that can make medical decisions on your behalf. The named individual must be made aware that they are your emergency contact person and that they may be called upon during the event. By providing us with the name of your emergency contact person, you are authorizing the Organizer or its agents to contact them and provide information related to you and/or your medical condition. The Organizer reserves the right to contact this agent if situations should arise that necessitate his or her involvement.

You must contact the Hoka Hey Organizers if your motorcycle requires replacement or needs repairs that will cause you to leave the route.

### **INTOXICATING SUBSTANCES**

You must not drive under the influence of alcohol or any other intoxicating substance at any time. You must not consume any illegal substances at any time during the Event. If the Organizer finds you under the influence of alcohol while driving or attempting to drive or under the influence of any illegal or intoxicating substances, you will be immediately disqualified and will no longer be a participant in the event; there is a zero-tolerance attitude toward consumption of alcohol or the use of any intoxicating substance or illegal drugs. The Organizer will prohibit you from participating further in the Event.

Participants will agree to random drug screening. Failure to comply will subject the participants to automatic disqualification and you will forfeit any award as well as any entry fees paid.

### **SUPPORT**

Friends, family members and sponsors may meet their participant at the designated checkpoints and may provide moral support in the way of additional clothing, food and supplies for the comfort and well being of the rider.

# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

### **Page 6 of 17**

Families, friends or sponsors shall not provide mechanical support or support through the communication of your position, the positions of other riders, your progress or available services to you along the route.

### **PERSONAL ACQUISITIONS**

The entry fee into the Event does not include personal acquisitions, gasoline (petrol), or other expenses and disbursements incurred while staying in a hotel (including courier/postal charges relating to sending left luggage with you), fines of any sort, or damage caused at any venue visited, which you will be responsible for paying to the Organizer within thirty (30) days of receipt of an invoice from the Organizer.

### **LICENSE & PASSPORT**

You must hold a current, valid and unrestricted driver's license. If you are not a United States citizen, you must be in possession of a valid passport or equivalent. Your driver's license must be shown to the Organizers at the time of registration.

### **RESPONSIBILITY**

Participants are responsible to comply with the following:

1. Any additional costs incurred are your own responsibility and the Organizer reserves the right to recover any fees incurred arising out of your actions.
2. It is your responsibility to ensure that you have valid and proper insurance for your motorcycle covering the Country/States that the Event is travelling through.
3. Possess motorcycle registration plates that are visible from the rear of your motorcycle. It is your responsibility to ensure that you and your motorcycle are compliant with locally applicable laws along the route (including without limit lighting and visibility).
4. Riders are also responsible to obtain and place their rider number on their motorcycle with 3" reflective stickers that contrast the color of their bike.
5. You must conduct yourself appropriately at all times and abide by all the rules of any and all venues during the Event. Failure to do so will subject the participants to automatic disqualification and you will forfeit any award as well as any entry fees paid.
6. LEAVE NO TRACE: Plan ahead and prepare, travel and camp on durable surfaces, dispose of waste properly, leave what you find, minimize campfire impacts, respect wildlife, be considerate of others.

All participants must carry their full driving license, vehicle registration, and documents relevant to the country of registration and must be taxed and have any necessary certificates and/or consent for use on public roads within the state/country of registration (where relevant). You agree that the Organizer has the right to request all information from you regarding you, your motorcycle and that you will comply with the Organizer's requests by providing said information in a prompt and timely manner. Further, by signing this document you certify that all information you provide in your application and in response to the Organizer's requests are accurate and complete in all material aspects.

The Organizer accepts no responsibility or liability for the consequences if you are refused passage and/or entry/exit to or from any State/Country visited en route.

# HOKA HEY MOTORCYCLE CHALLENGE™

## 2020 Terms & Conditions

Page 7 of 17

### INSURANCE

It is your responsibility to obtain and maintain appropriate insurance covering the Country/States that the Event is travelling through. Appropriate insurance includes, without limitation;

Liability to Others	
Bodily Injury	\$100,000 each person/\$300,000 each accident
Property Damage Liability	\$50,000
Uninsured/Underinsured Motorist	\$100,000 each person/\$300,000 each accident
Medical Payments	\$10,000 each person

### SUBSTITUTIONS AND REPLACEMENTS

Except as otherwise stated in these Terms & Conditions, you must participate in the entire Event on the motorcycle identified in your Application and Entry form. Participants may substitute with another motorcycle in advance of the event by providing notification to the Organizer. If the substitute motorcycle meets the requirements of the Event, the Organizer will notify you and the substitution will be approved.

Riders may replace their registered motorcycle during the event by validating an eligible motorcycle registered to said Challenger with proper insurance. All replacements / substitutions are subject to the approval of the Organizer.

If a substitution is made, the participant must ensure that the tracking device is properly installed and verified by the Organizer and that the mileage on their odometer is annotated before proceeding in the event.

The person(s) submitting an application must participate in the Event. However, if for any reason, you are unable to participate, your entry place may be transferable, but any substitute will also be subject to the acceptance process. The Organizer reserves the right to refuse any application for entry or participation prior to and during the Event for any reason whatsoever (without being obliged to disclose the reason). If your substitute is accepted and their activities result in the later cancellation or refusal to allow them to participate, no refund of the entry fee or additional expenses will be made.

### CHECKPOINTS

At the start of the Event, participants will be provided with driving directions that will take them to the first checkpoint where they will be required to sign in immediately upon arrival. Riders are also required to submit to random motorcycle inspections if checkpoint personnel so instruct. Driving directions for each successive leg of the route will be provided when participants sign in and have passed inspection.

Each checkpoint agrees to have individual(s) designated who will be available at all times for a consecutive 72 hour period starting and ending on dates assigned in advance. Once open, riders can expect to find the checkpoint open and available for a period of 72 hours.

However, checkpoints, at their own discretion, may not chose to provide mechanical service during the overnight hours and riders are therefore encouraged to pace themselves and



# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

### **Page 8 of 17**

arrive at the checkpoints during normal business hours – especially if they are in need maintenance on their motorcycle. Any one arriving before or after the 72-hour period will find the sign-in sheets and driving directions available but may have to wait until the next business day for service.

All riders are expected to contact checkpoint dealerships prior to arrival and inform them if they are in need of any repairs to include a normal service.

Random or unannounced checkpoints are the Organizers' prerogative and participants are expected to check in at these locations in the same manner as they would at a designated checkpoint. Failure to check in at any checkpoint during the course of the Event may be subject to automatic disqualification and may forfeit any award as well as any entry fees paid.

If the frontrunner(s) arrive at a checkpoint before it opens, they may expect to find a sign-in sheet and driving directions in a prominent location. If none has been made available, then an acceptable alternative would be to take two photographs of the checkpoint to show that they were there. One photograph must include their motorcycle with the license plate visible and the other must include the rider's face. Both images must have the checkpoint visible in the background.

Participants may also expect to be met by an Event representative at any time and any place along the route. Not every participant will meet with these Surprise Checkpoints but any riders that do will be required to submit to motorcycle inspections if so instructed. Riders will be allowed to proceed along the route once they have passed inspection.

### **FINISHING**

In order to be considered a "Finisher" in the HOKA HEY MOTORCYCLE CHALLENGE™, your tracking device must indicate that you adhered to the Terms & Conditions while participating in the Event; that you remained on the prescribed route and did not stay indoors for any period of time without the express permission of the Organizer. Unless otherwise granted by the Organizer, participants who cannot complete the entire route or are off route for a period greater than 48 hours will not be considered a "Finisher" but will be recognized as a 2020 Hoka Hey Challenge "Participant" and will be identified accordingly on our web site and printed materials.

Further, except as otherwise stated in these Terms & Conditions and subject to the Organizer's discretion, riders who wish to be considered Finishers shall abide by the following restrictions:

- In order to encourage the safety of our riders during the event, GPS units and cell phone apps that identify the rider's location shall not be permitted for use at any time.
- Navigational assistance from electronic devices to pinpoint your location; to locate other riders in the field; or to identify the location of an upcoming turn is strictly prohibited. Any one that runs with riders who utilize electronic devices will be judged as if they themselves used the devices to navigate.
- Participants shall not stay indoors without the express permission of the Organizer. This includes but is not limited to: procuring lodging at a hotel, B&B,

# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

### **Page 9 of 17**

hostel, guest house or other indoor accommodation during the HOKA HEY MOTORCYCLE CHALLENGE™. This also includes the rider's own home, at checkpoints or any other indoor facilities along the route.

- Any injury or illness that requires you to return home prior to finishing the route will mean you cannot be listed as a "Finisher" even if you complete the route at a later date.
- Families, friends or sponsors shall not communicate your position, the positions of other riders, your progress or available services to you along the route.
- Support vehicles shall not accompany the rider; nor are they permitted to meet them at the designated checkpoints or along the route.
- Your motorcycle and/or the participant shall not be trailered or otherwise transported from one location to another. In the Event of a motorcycle breakdown, the motorcycle may be hauled to another location for repairs but shall be brought back to the site of the breakdown before continuing in the Event. Participants shall not substitute/replace riders during the course of the Event.

Organizers will only remain at the finish line for a period of 21 days, however, all riders who complete the entire route in one attempt will be considered a "Finisher" in the Event; no matter how long it takes to reach the finish line. Although all Finishers who abide by these Terms & Conditions are eligible to procure and to wear the HOKA HEY MOTORCYCLE CHALLENGE™ patches; the following categories have been established according to finishing times, subject to Organizer discretion:

1. Only those who arrive at the finish line before midnight on the 14th day (August 22<sup>nd</sup>, 2020) will be considered an "Elite" finisher and may be subject to closer scrutiny of their participation.
2. All participants arriving after the 14th day will be considered "Finishers" and riders arriving after the 21st day will be considered "Slow Ass Finishers". (Riders who have experienced mechanical failure or other approved setbacks along the route may avoid this classification at the Organizer's discretion.)
3. Slow Ass Finishers must understand that there may not be an Event Official at the finish line to welcome them or to document their arrival and that they may be required to document (picture of them with finish line in the background) their arrival for submission to the Hoka Hey Organizers.

You may be required to sign a certification which attests that you did not receive any speeding tickets or other moving violations and that you adhered to the Terms & Conditions while participating in the Event. Except as provided for by the Organizer, participants who cannot complete the entire route or who are off route for a period greater than 48 hours will not be considered a "Finisher" but will instead be recognized as a 2020 Hoka Hey Participant and will be identified accordingly on our web site and printed materials.

### **AWARDS**

There are no cash prizes for any rider participating in the HOKA HEY MOTORCYCLE CHALLENGE™. A "Memorial Cup" will be awarded to the first rider to cross the finish line

# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

### **Page 10 of 17**

who followed all the rules pertaining to the route, attitude and personal conduct. The Memorial Cup remains the property of HOKA HEY MOTORCYCLE CHALLENGE™ but will be retained by the recipient until the next Challenge when it will be awarded again at the next Event. This rider shall accept responsibility for all shipping costs associated with delivery and return of the Memorial cup to the Organizer in time for the next event.

In addition, a selection process will be held to identify and recognize four riders who best exhibited the spirit of *Wolakota*. Living in accordance with 'Wolakota' encourages people to step forward and take accountability; to work together and acknowledge the strengths and wisdom that all cultures hold in common. To ride with 'Wolakota' during the Hoka Hey Motorcycle Challenge means riding with RESPECT, HONOR, INTEGRITY AND COMPASSION. All participants are encouraged to share stories of their experience during the event and to nominate potential trophy recipients. These four awards do not correlate with arrival times nor are they tied to only "Finishers".

To be eligible for recognition and/or awards, the reports from your tracking device must indicate that you adhered to the prescribed route and you may be required to sign a certification which attests that you did not receive any moving violations and that you adhered to the Terms & Conditions while participating in the Event. If you refuse to provide the required certification or if recognition and/or award is made and Event Organizers later learn that you did not qualify; you may be required to return the item and shall bear the burden of any shipping expenses that may apply, and your name may be removed as a recipient of that award.

Recipients of recognition and/or awards agree to pay all state, federal, foreign, or other applicable taxes on any award they win. As used in this agreement the term "award and/or price" means, money, goods and services, motorized vehicles of any kind, merchandise, travel, lodging, or tickets or access to any events.

### **VIOLATION OF TERMS**

If you violate any of the above Terms & Conditions or refuse to follow the instructions given to you during the Event by the Organizer or any of its employees, nominees or Marshalls, you may be prohibited from further participation in the Event and may be subject to disqualification whereby you will forfeit any award as well as any entry fees paid.

### **CHALLENGE MARSHALLS**

A third-party Marshalling Committee may be used to validate the route and determine finishers, observe riders along the route and review formal protests. The Challenge Marshalling Committee considers all Challenge protests and may be composed of five (5) interested Challenge supporters.

### **PROTEST PROCEDURES**

All protests will be governed by the Challenge Marshalls. Protests will be decided on the basis of fairness to the individuals concerned and the best interests of Challenge competition. The committee's decisions will be final.

All protests must be made to Challenge Officials in a timely manner. This must occur at the time of the disputed activity and before the rider(s) in question reach the finish line. The

## **HOKA HEY MOTORCYCLE CHALLENGE™**

### **2020 Terms & Conditions**

#### **Page 11 of 17**

Challenge Official shall record that the rider(s) in question is (are) continuing in the event "under protest". All conditions at that time will be noted (speeds, start-stop times, USFT screen prints, etc.). Protests after the fact will not be honored.

A written protest must then be submitted to the Challenge Marshalls within 24 hours after the completion of the event. A \$50.00 protest fee must be submitted with the written protest along with any available evidence. This fee will be refunded if the protest is upheld. A minimum of two (2) weeks and a maximum of four (4) weeks is given to decide each protest. If a formal protest is upheld while the rider in question is in the field, the rider will be permitted to complete the route, but they will not be eligible for trophy or recognition. If the protest is denied, the rider's participation will stand.

Absolutely no protests on judgment calls by Challenge Officials or any of its employees, nominees or Marshalls will be considered.

#### **INDEMNIFICATION**

You will indemnify the Organizer, its directors, officers, employees, Marshalls and consultants against any and all claims, lawsuits and causes of action whatsoever or howsoever arising and brought against them by any third party as a result of your action or participation in the Event, including without limitation, your negligent acts or your violation of any laws or regulations or your breach of these Terms & Conditions of Entry.

#### **HOKA HEY MOTORCYCLE CHALLENGE™ LOGO**

You agree to have the "HOKA HEY MOTORCYCLE CHALLENGE™ logo" and official Event sponsors' stickers attached to your motorcycle during the entire Event. You are not entitled to deface, cover-up or otherwise obscure such stickers and shall endeavor to keep them clean and visible at all times. Stickers are non-permanent and easily removable without damaging vehicle finishes. The Organizer will therefore not be responsible for claims for damage to vehicle finishes as a result of the application or removal of such stickers.

Except as outlined above, you shall not be entitled to use the "HOKA HEY MOTORCYCLE CHALLENGE™ logo" for any purpose whatsoever (on any website or in printed materials) without obtaining the prior written consent of the Organizer.

#### **PERSONAL SPONSORSHIP**

Participants may seek their own sponsors for this event. Personal sponsorship may be used for travel expenses for you and your motorcycle or for your clothing and supplies. The terms of such personal sponsorship must be negotiated solely for the benefit of you and your team and it shall be your responsibility to fulfill any obligations agreed to. Such negotiations shall not obligate or encumber the Hoka Hey Organizers in any manner whatsoever.

You will be entitled to place your own sponsor's/sponsors' names, marks and/or logos on your motorcycle and/or your clothing provided that the size and location of your sponsor's/sponsors' names, marks and/or logos does not/do not compete or conflict with the official Event names, marks and/or logos. The Organizer reserves the right to refuse unauthorized sponsored vehicles or individuals' entry to the Event. The Organizer is not responsible for any claims arising out of any failure to display personal sponsor information on a participant's vehicle.

# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

**Page 12 of 17**

### **REFUNDS**

Should you be unable to participate in the Event due to medical reasons, we will require a medical report outlining the exact reason for withdrawal. There will be NO refunds of the entry/passenger fees unless a documented medical reason has been provided; however, even with a medical reason, we will not return any payment under any circumstances unless the cancellation takes place not less than three weeks before the start of the Event. In the event of a timely medical withdrawal, a full refund will be given minus a \$50 administration charge.

### **REFUNDS DURING THE EVENT**

After the commencement of the Event, the Organizer will NOT make any refund of the entry fee or pay compensation to you if you are unable to continue in the Event for any reason whatsoever. Although all vehicles have sufficient time to arrive at each destination, the route of the Event is demanding. If you do not manage to complete any part of the route and are unable to stop at the provided venues, you will NOT be entitled to any refund of the entry fee whatsoever. Upon entering the Event, venues are hired and “dropping out” does not entitle you to any compensation. The Organizer requests you sign at the below to show your understanding of the Terms & Conditions specifically.

### **COPYING THE EVENT**

By signing below, you are agreeing that you will not organize, invest in or fund a rally or similar event which attempts to replicate the HOKA HEY MOTORCYCLE CHALLENGE™ 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.

### **IMAGE RIGHTS**

By participating in the Event, you consent to be photographed and to be included in the collection of Content in any Media format documenting the Event. You agree that the Content may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified. You hereby waive any and all rights of publicity or privacy and grant the Organizer, and a production company or assigns of their choosing, full and complete permission to utilize and exploit your appearance in the Event in any and all manner and media throughout the world in perpetuity. You further agree that the Organizer and the production company have the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organizer and/or production company do use such photographs or footage, it may be edited at the Organizer’s/production company’s sole discretion. You consent to the use of your name, image, likeness, voice and biographical material about you in connection with any and all footage, publicity and related promotional material and for any and all publicity and promotional purposes, which may include, among others, advertising, promotion, marketing and packaging for any product or service. You expressly release the Organizer and the production company, its directors, officers, agents, employees, consultants, licensees and assigns from and against any and 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.

# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

### **Page 13 of 17**

Organizers of the HOKA HEY MOTORCYCLE CHALLENGE™ are not obligated to broadcast or otherwise use or exploit the Event or any part thereof.

#### **INTELLECTUAL PROPERTY RIGHTS AND GRANTS**

All intellectual property rights (including any patent, copyright, database rights, registered design, trade mark, trade name, logos, service marks, know-how or industrial or intellectual property right subsisting anywhere in the world and any applications to protect any of the above) and goodwill in and relating to the HOKA HEY MOTORCYCLE CHALLENGE™ Web format, art direction, look, feel and content (the "Intellectual Property Rights") shall be owned by or licensed to us or our third party contributors or creative partners. The images, content, text and information provided by us is for your personal use only and may not be used or distributed for commercial purposes or reproduced, republished, distributed, posted, sold, transferred, linked to or modified without our written permission. Except as expressly permitted, your use of the Intellectual Property Rights displayed on this site or any other content on the site is prohibited. Except as expressly permitted, you agree that when using the site you will not (i) publish, post, upload, store, distribute or disseminate any unlawful, defamatory, infringing, obscene, harmful, confidential, libelous, hateful, or otherwise illegal material or information or anything which might constitute a criminal or civil offence (ii) upload files that contain software or other material which are the intellectual property rights of any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents or (iii) upload files that contain viruses, corrupted files, or any other software or programs or do anything that may interfere with, disrupt or damage the operation of the site or any other computer.

The organizers of the HOKA HEY MOTORCYCLE CHALLENGE™ reserve the right to use your name and image in perpetuity; to the "fictionalization" of a person including for "humorous or satirical effect;" and to the assignment of copyright and other rights to Material (such as an original song) produced by you while participating as a Hoka Hey Contestant.

Organizers may:

- (a) Interview you, and video/audio record such interviews.
- (b) Use your statements and appearances including your name, voice, and likeness
- (c) Select to use you in any broadcast, cablecast, web cast or digital delivery format series/show. During the event, you may be videoed, filmed, portrayed, and you and your actions may be photographed and your voice recorded in connection with the Event and production. We have the right to utilize these photographs & video/audio recordings without limitation, even though you may not be fully clothed or whether you are undertaking an activity or in a location that you deem to be private.

Any information you may have supplied, or may supply in interviews or otherwise, (including biographical information, photographs, or video & audio of you and/or others, and any Material including any artwork or musical compositions you may create or have created) or any information producers and organizers has received from other sources, (including without limitation any act, poses, vocal, instrumental, musical and other sound effects and compositions of any kind or nature) and the results and participation by you in the HOKA HEY MOTORCYCLE CHALLENGE™, (including without limitation by means of hidden

# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

### **Page 14 of 17**

cameras or microphones and any reproductions or recordings of any nature of any of the foregoing, in whole or in part (including without limitation, any photographs that you may take or any written notes that you may make) shall be referred to as Material. You represent and warrant that any musical compositions, either submitted to HOKA HEY MOTORCYCLE CHALLENGE™ organizers and/or producers or created by you in connection with the HOKA HEY MOTORCYCLE CHALLENGE™, shall be solely created by you with no other contributions and shall contain no “samplings” as the term is known in the music business. The Material, including the copyright and all other rights therein, shall be the sole and exclusive property of the HOKA HEY MOTORCYCLE CHALLENGE™ and you hereby grant and assign to HOKA HEY MOTORCYCLE CHALLENGE™ all rights of any nature in and to the Material. The Material may be used, broadcast, exhibited, distributed, advertised, or otherwise exploited by such means and such purposes (including without limitation, merchandising and commercial and non-commercial purposes) and in any and all, media now known or hereafter devised, (including without limitation television, whether free, pay, cable, satellite or otherwise) theatrical or non-theatrical exhibition, cassettes, discs, or other home video devices, the Internet and other online or computer assisted media, and print media as HOKA HEY MOTORCYCLE CHALLENGE™ designates throughout the Universe, in perpetuity, at any time and from time to time, whether as part of the HOKA HEY MOTORCYCLE CHALLENGE™ or otherwise. The Material may be edited, cut, rearranged, adapted, dubbed, or otherwise revised or modified for such purposes by HOKA HEY MOTORCYCLE CHALLENGE™ organizers/Producers, in their sole discretion, and you waive the exercise of any “moral rights” and “droid moral” and any analogous rights however denominated. You hereby grant to HOKA HEY MOTORCYCLE CHALLENGE™ organizers/Producers and any format delivery network or company, the perpetual and worldwide rights to use your name, likeness, photograph, caricature, voice and biographical Material in connection with the television production, exhibition, advertising, merchandising, and other exploitation of the Material or in connection with the exploitation, of any subsidiary and ancillary rights therein, HOKA HEY MOTORCYCLE CHALLENGE™ organizers and/or network business activity and business activities of HOKA HEY MOTORCYCLE CHALLENGE™ and the networks, stations, sponsors, and other users and exhibitors of the Material and/or the series for any purpose whatsoever, (including without limitation, product endorsement, whether related to the series or otherwise. You irrevocably grant to HOKA HEY MOTORCYCLE CHALLENGE™ organizers/Producers network, the right to register your name, (including any and all variants thereof) as one or more domain names for use on the worldwide web (e.g. .com, .org, .net etc). You further grant the right to utilize and own such names in connection with the series, in perpetuity and without restriction in whatever way HOKA HEY MOTORCYCLE CHALLENGE™ organizers/Producers/Network selects. Notwithstanding the foregoing, you understand none of the above is under any obligation to register your name or to in any way use such domain name. You understand that, in conclusion of the initial broadcast, cablecast, web cast or digital delivery format on the cycle of a series, if you are chosen to appear, you shall not be allowed to maintain a personal web site if its contents relate to your experiences in the HOKA HEY MOTORCYCLE CHALLENGE™ organizers and is accessible to the public and that until such time any existing website that you may currently have, shall be taken off-line and replaced with the following holder: “Site Under Construction.” Not as a means of limitation to any of my obligations pursuant to this agreement, you further agree that during the Exclusive Period, you shall not take part in any way (whether as yourself or through an alias) in any on-line posting or chat rooms or on any websites (as a means of example only and not by any

# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

### **Page 15 of 17**

limitation; Facebook, Twitter or Instagram networking sites). You agree that any telecast or other exploitation, whether as part of a series or otherwise, will not entitle you to receive any award or compensation. You hereby represent and warrant that you have the right to grant each and all of the foregoing rights on your own. As a condition of your participation, you further agree not to do anything or cause or permit anything to be done that may infringe, damage or interfere with any Intellectual Property Rights of the HOKA HEY MOTORCYCLE CHALLENGE™ or any of our associated companies or sponsors or any third party or do anything that is otherwise unlawful or which may cause any liability for the Event or any party involved with the Event.

#### **PERSONAL COLLECTION OF MEDIA**

You are entitled to take photographs and film or video footage of your participation in the Event for non-commercial purposes (that is for personal and private use only). Specifically, you are not entitled to reproduce or use photographs or footage of the Event 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. You hereby agree to assign (by way of present assignment of future copyright) all right, title and interest in the worldwide copyright and all intellectual property rights in such photographs or footage in perpetuity together with exclusive worldwide rights of exploitation thereof to the Organizer and a production company of their choosing. At the Organizer's request, you shall deliver to the production company within 30 days of the end of the Event, at no cost to the Organizer or the production company a digital file on thumb drive or DVD or tape copy in original or highest quality format available of all the footage originated by you at the Event and copies of all photographs taken at the Event. Any video arrangement constructed by you or by an outside agency that will be made available for public viewing (Facebook, YouTube, etc.) must have the approval of HOKA HEY MOTORCYCLE CHALLENGE™ prior to public release. At no time can compensation be received for any video arrangement unless arrangements have been made with HOKA HEY MOTORCYCLE CHALLENGE™ prior to the taping of the video material.

#### **PUBLIC COMMENTS**

Participants and their families are prohibited from making any public comment whatsoever which could defame, disparage or cast in an unfavorable light, the promoters, organizers, producers, or any sponsor of the HOKA HEY MOTORCYCLE CHALLENGE™. Such public comment shall include but is not limited to online forums, discussion groups or blogs; newspaper, magazine or radio interviews; writing a book, article or memoirs about your experiences; etc, without the express written consent from HOKA HEY MOTORCYCLE CHALLENGE™ organizers.

#### **FORCE MAJEURE**

The Organizer, its directors, employees, sponsors, advisors and consultants are not responsible if they cannot fulfill their obligations resulting from this contract (including without limit the holding of the Event or any part of it) in cases of fire, earthquake, epidemic diseases announced by the World Health Organization (WHO), cyclone, flood, aridity, strike, lightning, war in the country, revolution, civil war, terrorist activities and similar troubles, blockade, embargo, confiscation and expropriation, conflict with any state or federal law or regulation or any law or regulation of any country, any and all legal actions both civil and/or criminal, and any or all other cases, incidents and/or events defined as Force Majeure by any applicable



# **HOKA HEY MOTORCYCLE CHALLENGE™**

## **2020 Terms & Conditions**

### **Page 16 of 17**

laws and regulations. The Organizer cannot be held responsible if it is not possible for it to fulfill any one of its obligations or if a delay occurs in fulfilling its obligations due to any reason or situation beyond its will power and control, including but not limited 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, extraordinary situations, and other force majeure events. For the avoidance of doubt, if the Organizer, acting reasonably, decides to call off the Event either before the Event or during the Event due to an incident (such as for example, a death or serious injury in connection with the Event, or an event that otherwise naturally detracts from the Event), such event will be considered to be a force majeure event in accordance with this Clause and the Organizer will have no liability, in particular and without limitation, to refund the entry fee or any part of it to any participant.

### **RULES SUBJECT TO CHANGE**

The Organizer reserves the right to change these Terms & Conditions from time to time subject to notifying you of the changes. You shall be deemed to have accepted the amended Terms & Conditions by participating in the Event.

### **CONFIDENTIALITY**

You agree to keep confidential, and not disclose to any third party, details of all incidents that occur during the Event including, without limitation any and all details of any road traffic accidents that may occur during the Event.

### **PRIVACY POLICY**

We may ask you to provide personal information about yourself or any other person who wishes to enter the HOKA HEY MOTORCYCLE CHALLENGE™ and you may receive information about the HOKA HEY MOTORCYCLE CHALLENGE™ from time to time. We use appropriate security measures to protect against the loss, misuse and alteration of data used by our system and will never share, sell, or rent individual personal information with anyone for their promotional use without your advance permission or unless ordered by a court of law. Information submitted to us is only available to employees managing this information for purposes of contacting you or sending you emails based on your request for information.

### **ENTIRE AGREEMENT**

These *Terms & Conditions*, the *Entry Application*, and the *Waiver & Release of Liability* 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.

### **LAW AND JURISDICTION**

These terms and the use of or any dealings in respect of the Event shall be governed by the laws of the State of South Dakota and by the decisions of the Hoka Hey Motorcycle Challenge Board of Directors. If you have any questions about these terms or anything on the Event, please contact the Organizer. The parties agree that the state courts of the State of South Dakota shall be the exclusive forum for litigation regarding the interpretation or enforcement of this agreement or any claims resulting from your participation of this Event.

# HOKA HEY MOTORCYCLE CHALLENGE™

## 2020 Terms & Conditions

Page 17 of 17

### ENTRANCE TO THE HOKA HEY MOTORCYCLE CHALLENGE™

If you are interested in participating in the HOKA HEY MOTORCYCLE CHALLENGE™ or any other event promoted on the site, then please submit your details to us for consideration. Your participation in the Event will be subject to our approval and our decision will be final. Appeals against our decision will not be heard. If we approve your entry into the HOKA HEY MOTORCYCLE CHALLENGE™ then you may only take part on the provision that you adhere to these Terms & Conditions in their entirety.

In order to be considered for participation, all applicants are required to provide the following:

1. Application
2. Release & Waiver (signature page)
3. Terms & Conditions (signature page)
4. Biography and Photograph
5. \$500 Entry fee

**Please print, sign and submit this document with your application package.**

I have had sufficient opportunity to read this entire document, have understood it, and I agree to be bound by its terms.

Name: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print Name Date