



PARTICIPANT ACCIDENT INSURANCE INFORMATION SUMMARY

See Member Plan Summary for Details.

Downloadable copy available at: <https://www.dirtcarmembers.com/downloads.php>

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2018 DIRTcar RACING MEMBERSHIP & COMPETITION LICENSE INDEMNITY/RELEASE

**(Must be completed by all applicants)**

I HEREBY CERTIFY that any license hereunder is granted for the sole purpose of enabling me to participate in a race, or other motorsports-related activity. My presence in, about, or enroute to or out of any premises where DIRTcar RACING sanctioned events are presented is in furtherance of such DIRTcar RACING Events.

I HEREBY AGREE that by signing this 2018 DIRTcar RACING Membership & Competition License Indemnity/Release "Membership Application" that I will abide by all rules and regulations as set forth by DIRTcar RACING whether written or oral including, but not limited to, the following:

- (1) I agree to abide by all rules and regulations as may be amended from time to time, including car specifications and safety rules;
- (2) I agree that I shall be the sole spokesperson for myself, the car owner, and the race crew in all matters pertaining to the compliance with the rules and regulations, and I agree and understand that I am responsible for the conduct of my crew;
- (3) I have fully read and understand the DIRTcar RACING rules and regulations, including, without limitation, all rules contained in the DIRTcar RACING 2018 General Rules and Specifications, and hereby agree to fully abide by all such rules and regulations. I agree and understand (i) by submitting my race car for various technical and safety inspections, I certify that the race car meets all rules and regulations for participation in DIRTcar RACING Events, (ii) the burden of proof will rest upon me to show that I am in compliance with all of the DIRTcar RACING rules and regulations, and (iii) any violation of such rules and regulations may result in confiscation of illegal parts, fines, suspension, and/or loss of points;
- (4) I agree to appropriately use all required stickers, decals and patches and I understand that failure to do so may result in loss of points and forfeiture of all money and awards for such DIRTcar RACING Events;
- (5) I agree that all decisions of DIRTcar RACING race officials, or track officials, regarding the interpretation and application of the DIRTcar RACING rules, regulations and the scoring of positions (race day decisions), shall be non-litigable. Any disputes regarding the interpretation and application of the DIRTcar RACING rules, regulations and the scoring of positions shall be fully and finally adjudicated by an independent Appellate Board to be promptly created by DIRTcar RACING, promoters, team owners, drivers, and crew members, and subject to the DIRTcar RACING Appeals Process and Regulations. I further covenant and agree that I shall not, directly or indirectly, on behalf of myself, and my (as applicable) successors, heirs, employees, employers, teams, team owners, assigns, guarantors, guardians, agents, members, shareholders, affiliates and attorneys, initiate any type of legal action against DIRTcar RACING, or a DIRTcar RACING promoter, or their respective affiliates, to challenge such decisions, to seek monetary damages, to seek injunctive relief or other equitable relief, or to seek any other type of legal remedy. I agree that my sole remedy is the pursuit of an appeal of the decision of the Appellate Board in this regard. I understand that if I pursue such legal action, which expressly violates this provision, then (i) I expressly agree to reimburse DIRTcar RACING and/or the DIRTcar RACING promoter, for all of its attorney's fees and costs in defending against such legal action, and (ii) any suspension I am under at the commencement of such legal action will be extended for the length of time such legal action was in violation of this provision, such extended suspension time to begin after such legal action has been fully dismissed;

(6) I hereby grant and assign to DIRTcar RACING, its affiliates and DIRTcar RACING Sponsors the non-exclusive rights and authority to use my image and likeness, including my name, nickname, initials, picture, photograph, animation, persona, autograph/signature (including facsimiles thereof), voice, biographical information, and/or any and all other identifying characteristics, including the image of my vehicle, whether portrayed in still or action pictures, drawings, or other artistic renderings, in connection with my participation in DIRTcar RACING Events and for any and all uses or purposes that publicize and promote DIRTcar RACING or any of its affiliates in any way in any and all media or formats.

(7) I further understand that there is no express or implied warranty of safety resulting from publication or compliance with the DIRTcar RACING rules, and that they are intended merely as a guide and are minimum requirements for the conduct of the sport and are in no way a guarantee against injury or death to participants, spectators, or others;

(8) I understand that I am neither an agent nor employee of DIRTcar RACING or any DIRTcar RACING sanctioned race track. Further, I understand that I am solely responsible for compensating my employees, agents or pit crew members. I also assume full responsibility for reporting or filing any reports or tax returns with the appropriate authorities on any and all earnings or funds received as a result of my participation in DIRTcar RACING sanctioned racing events, including, but not limited to, Federal Social Security taxes, Federal income taxes, State income taxes, Federal and State withholding taxes, unemployment taxes and workers compensation insurance. I agree to indemnify, defend and hold DIRTcar RACING harmless from any liability for, or assessment of, any claims or penalties, including attorneys' fees incurred, with respect to any tax liability, including labor or employment requirements imposed on DIRTcar RACING by the relevant taxing authorities with respect to any compensation paid to me by DIRTcar RACING;

The undersigned acknowledges that auto racing and related events are HAZARDOUS activities which carry with them significant risk of personal injury, death, or property damage. I also understand that there are natural, mechanical, and environmental conditions and risks which independently or in combination with the activities may cause property damages or severe or even fatal injuries to me or others. I have made a voluntary choice to participate in the activities. I agree to accept all responsibility for the inherent and extraordinary risks, conditions and hazards which may occur whether or not they are known or contemplated by me. Except as set forth below, I hereby expressly assume any and all of the foregoing risks including the risks of bodily injury, death, emotional distress, mental or physical illness, loss of consortium, or property damage and accept sole responsibility for the safety and medical insurance costs in connection within. I further agree to forever release and hold harmless and indemnify DIRTcar RACING, its subsidiaries, directors, officers, shareholders, agents, employees, officials, assigns, promoters representing races or other events under DIRTcar RACING sanction, the owners and lessees of premises on which DIRTcar RACING sanctioned events are presented, and participants thereon, for all accidents, losses, injuries (including, but not limited to death), or other casualty arising out of my participation in, about, or enroute to and out of the premises where DIRTcar RACING sanctioned or operated racing events or related activities are presented. By signing this release, I understand that any and all risk (including those set forth above) are expressly assumed by me and all claims or potential claims are expressly waived in advance. I verify that I am in good health and have no conditions that would impact my participation in auto racing or its related activities. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS MEMBERSHIP APPLICATION, and further agrees that no oral representations, statements or inducements have been made by DIRTcar RACING. Defined Terms used herein but not defined shall have the meaning set forth in DIRTcar RACING's applicable rule book.

**Applicant's Signature:** X \_\_\_\_\_ X

Applicant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT CLEARLY

<p>Return Signed and Completed Application with Fee to:  World Racing Group Attn: Memberships  7575-D West Winds Boulevard, Concord, NC 28027  FAX: 704.795.7229 memberships@dirtcar.com</p>
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