

2021 BEAR RIDGE SPEEDWAY 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 Bear Ridge Speedway.

I HEREBY AGREE that by signing this 2020 Bear Ridge Speedway Membership & Competition License Indemnity/Release "Membership Application" that I will abide by all rules and regulations as set forth by Bear Ridge Speedway 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 Bear Ridge Speedway rules and regulations, including, without limitation, all rules contained in the Bear Ridge Speedway 2020 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 Bear Ridge Speedway Events, (ii) the burden of proof will rest upon me to show that I am in compliance with all of the Bear Ridge Speedway 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 Bear Ridge Speedway Events;
- (5) I agree that all decisions of Bear Ridge Speedway race officials, or track officials, regarding the interpretation and application of the Bear Ridge Speedway rules, regulations and the scoring of positions (race day decisions), shall be nonlitigable. 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 Bear Ridge Speedway, or a Bear Ridge Speedway 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 Bear Ridge Speedway and/or the Bear Ridge Speedway 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 Bear Ridge Speedway, its affiliates and Bear Ridge Speedway 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 Bear Ridge Speedway Events and for any and all uses or purposes that publicize and promote Bear Ridge Speedway 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 Bear Ridge Speedway 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 Bear Ridge Speedway. Further, 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 Bear Ridge Speedway 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 Bear Ridge Speedway 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 Bear Ridge Speedway by the relevant taxing authorities with respect to any compensation paid to me by Bear Ridge Speedway;

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 Bear Ridge Speedway, its subsidiaries, directors, officers, shareholders, agents, employees, officials, assigns, promoters representing races at Bear Ridge Speedway, and participants thereon, for all accidents, losses, injuries (including, but not limited to death), or other casualty arising out of my participation in an event at Bear Ridge Speedway, 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 Bear Ridge Speedway. Defined Terms used herein but not defined shall have the meaning set forth in Bear Ridge Speedway's applicable rule book.

Applicant's Signature: _____

Applicant's Name: _____ **Date:** _____