



**2022 DIRTcar RACING MEMBERSHIP & COMPETITION LICENSE INDEMNITY/RELEASE**

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

I HEREBY CERTIFY that any license granted by DIRTcar RACING hereunder is granted for the sole purpose of enabling me to participate in a DIRTcar RACING series race, or other motorsports-related activity or event sanctioned by DIRTcar RACING and/or other activities associated therewith (collectively, “**Events**”) and my appearance, participation, and/or presence in, about, or en route to or out of any Event is solely in furtherance of such Events.

I HEREBY AGREE that by signing this 2022 DIRTcar RACING Membership & Competition License Indemnity/Release (“**Membership Application**”) that I will abide by all rules and regulations as set forth by DIRTcar RACING applicable to the Events, whether written or oral, as may be amended, modified, or supplemented by DIRTcar RACING from time to time in its sole, exclusive and absolute discretion (collectively “**Rules and Regulations**”), including, but not limited to, the following:

(1) I agree to abide by all Rules and Regulations, including without limitation the DIRTcar RACING General Rules and Specifications relating to car specifications and safety rules (all of which are incorporated herein by reference);

(2) I agree that I shall be the sole spokesperson for myself, the car owner, and the race crew in all matters pertaining to compliance with the Rules and Regulations, and I agree and understand that I am responsible for the conduct of myself, my car owner, race crew and any other individuals associated with me at Events;

(3) I hereby acknowledge receipt of the Rules and Regulations and have fully read and understand them and agree to be bound by and fully abide by the terms and conditions thereof. 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 the Events, (ii) the burden of proof will rest upon me to show that I am in compliance with all of the Rules and Regulations, and (iii) any violation of such Rules and Regulations may result in confiscation of illegal parts, fines, suspension, loss of points, and/or such other penalties as may be deemed appropriate by DIRTcar RACING in its sole discretion.

(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 Events;

(5) I agree that DIRTcar has the right to approve or disapprove any third party sponsors and/or partners that may appear on my person, uniform or race car at the Events, in DIRTcar’s sole, exclusive and absolute discretion, and that I am strictly prohibited from displaying names, images or other intellectual property of third parties that are related to pornography, illegal drugs or other products, services, items, issues or causes that DIRTcar deems offensive or inappropriate in its sole, exclusive and absolute discretion;

(6) I acknowledge and agree that DIRTcar RACING is the sanctioning body of the Events, and has sole authority to enforce the Rules and Regulations for purposes of exercising its sanctioning authority over all aspects of on-track racing activity during the competition of any Events, including with respect to qualifications and eligibility to race in any Event, inspection process (pre and post-race), race procedures and on track competition, it being understood and agreed that the implementation and enforcement by DIRTcar RACING of the Rules and Regulations may have an adverse impact (including an adverse economic impact) on me. I further agree that all decisions of DIRTcar RACING race officials, or track officials, regarding the interpretation and application of the Rules and Regulations, including without limitation the scoring of positions and other race day decisions, shall be non-litigable. Any disputes regarding the interpretation and application of the Rules and Regulations shall be fully and finally adjudicated by an independent “Appellate Board” created by DIRTcar RACING. The members of the Appellate Board will consist of a mix of DIRTcar RACING representatives, promoters, track operators, team owners, drivers, and/or crew members, as determined by DIRTcar RACING, and such Appellate Board will be subject to the DIRTcar RACING appeals process outlined in the Rules 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, directors, officers, contractors, teams, team owners, crew members, officials, promoters, business partners, sponsors, licensees, family members, permitted assigns, guarantors, guardians, executors, administrators, agents, members, shareholders, representatives, attorneys, and all other related persons, entities, divisions, subsidiaries, and affiliates, sue or otherwise initiate any type of legal action against DIRTcar RACING and/or its promoters, track operators, sponsors, independent contractors and assigns, as well as each of the foregoing’s respective affiliate companies and all of their respective owners, members, directors, officers, employees, drivers, crew members, and independent contractors (collectively the “**Releasees**”) 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 and exclusive remedy against a Rules and Regulations decision I disagree with is for me to pursue an appeal of the decision with the Appellate Board as set forth by the Rules and Regulations. I understand that if I sue or otherwise pursue or initiate any such legal action, which expressly violates this provision, then (i) I expressly agree to and shall reimburse the Releasees for all of their attorneys’ 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;

(7) I hereby irrevocably grant and assign to DIRTcar RACING, its promoters and track operators, and each of their respective sponsors and affiliate companies (collectively, the “**Authorized Users**”) the non-exclusive, worldwide, royalty-free and perpetual right and authority to use my name, nickname, initials, image and likeness (in or out of uniform), persona, autograph/signature (including facsimiles thereof), voice, biographical information, career statistics, trademarks, copyrights and/or any and all other intellectual property and/or identifying characteristics relating to me and my racing career (including without limitation the image and likeness of my race vehicle), including without limitation drawings, artistic renderings, photographs, images, audio and/or video of me and/or my race vehicle, in any and all mediums and/or formats (including without limitation print, broadcasts through television, cable television, radio, pay-per-view, closed circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by DIRTcar RACING, and sales and other commercial projects and the like) for promoting, advertising, or reporting any Event, or related telecast or programming, before, during and after such Event, and for the publicity, promotion and advertising of the Authorized Users. I agree not to take any action, nor cause others to take any action, nor enter into any third party agreement which would contravene, diminish, encroach or infringe upon these Authorized Users’ rights.

(8) I acknowledge that DIRTcar RACING exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by any means, process, medium or device (including but not limited to television, cable television, radio, pay-per-view, closed

circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by DIRTcar RACING, sales and other commercial projects, and the like), whether or not currently in existence, all images, sounds and data (including but not limited to electronic transmissions between cars and crews, and timing and scoring information) arising from or during any Event and that DIRTcar RACING is and shall be the sole owner of any and all intellectual property rights (including, but not limited to, patents, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to these works and in and to any other works, copyrightable or otherwise created from the images, sounds and data arising from, during or in connection with any Event. In addition to the extent not already owned by DIRTcar RACING, I hereby assign to DIRTcar RACING exclusively and in perpetuity any and all rights set forth above. I represent and warrant that as of the date of this Membership Application, I have not granted to any third party the rights described herein. I agree to take all steps reasonably necessary, and all steps requested by DIRTcar RACING, to protect, perfect or effectuate DIRTcar RACING’s ownership or other interest in these rights. I agree not to take any action, nor cause others to take any action, nor enter into any third party agreement which would contravene, diminish, encroach or infringe upon these DIRTcar RACING rights. I agree to allow any and all equipment relating to such audio, video, radio, electronic transmissions and timing and scoring information, including, but not limited to, size, location, weight, and use thereof as determined by DIRTcar RACING, in the racing vehicle for each Event.

(9) I further understand, acknowledge and agree that there is no express or implied warranty as to the quality of workmanship, materials, fitness for a particular purpose, safety, efficiency, roadability, raceability, driveability or merchantability of my race vehicle resulting from publication and/or my compliance with the Rules and Regulations, 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;

(10) I understand that I am neither an agent nor employee nor independent contractor of any of the Releasees. Further, I understand that I am solely responsible for compensating my employees, independent contractors, agents and 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 Events, including, but not limited to, Federal Social Security taxes, Federal income taxes, State income taxes, Federal and State withholding taxes, unemployment taxes, and all applicable labor and other requirements with respect to my self-employment, sole proprietorship, or other form of business organization, and workers compensation insurance. I agree to indemnify, defend, and hold the Releasees harmless from any liability for, or assessment of, any claims or penalties, including attorneys’ fees and costs incurred, with respect to any tax liability, including labor or employment taxes, imposed on the Releasees by the relevant taxing authorities with respect to any compensation paid to me by DIRTcar RACING;

(11) I acknowledge and understand that the Releasees abide by all applicable federal, state and local guidelines and orders relating to the Events, including without limitation preventative measures put in place to reduce the spread of COVID-19; however, the Releasees cannot and will not guarantee that any persons present/in attendance at the Events will not become exposed to or infected with COVID-19 or any other communicable disease or illness, some of which may carry a risk of suffering severe personal injury and/or death, despite reasonable efforts to mitigate such dangers. I hereby release, waive, discharge and covenant not to sue the Releasees from all liability to me, including without limitation my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage, and any claim or demands therefor on account of my contraction of any communicable illness or disease, including without limitation COVID-19, arising out of or in any way related to my participation in and/or presence at the Events, whether caused by the negligence of the Releasees or otherwise;

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES THAT THE EVENTS (INCLUDING WITHOUT LIMITATION TRAVEL TO AND FROM THE EVENT) ARE INHERENTLY AND ABNORMALLY DANGEROUS ACTIVITIES WHICH CARRY WITH THEM SIGNIFICANT RISK OF SEVERE AND PERMANENT PERSONAL INJURY, BODILY INJURY, MEDICAL PROBLEMS, INCLUDING THOSE THAT MAY DEVELOP MANY MONTHS OR YEARS LATER, EMOTIONAL DISTRESS, MENTAL OR PHYSICAL ILLNESS, DANGERS ASSOCIATED WITH PARTICIPATING IN THE EVENTS DURING THE COVID-19 PANDEMIC (E.G. CONTRACTING COVID-19 OR OTHER RELATED DISEASES OR HEALTH COMPLICATION SUCH AS THE FLU, PNEUMONIA, ACUTE RESPIRATORY FAILURE, KIDNEY FAILURE, LIVER FAILURE OR CARDIAC DISTRESS), LOSS OF CONSORTIUM, PROPERTY DAMAGE OR LOSS, IRREVERSIBLE NEUROLOGICAL TRAUMA, DISABILITY, AND/OR DEATH. I ALSO UNDERSTAND THAT THERE ARE NATURAL, MECHANICAL, AND ENVIRONMENTAL CONDITIONS AND RISKS, WHICH INDEPENDENTLY OR IN COMBINATION WITH SUCH ACTIVITIES, MAY CAUSE PROPERTY DAMAGES OR SEVERE OR EVEN FATAL INJURIES TO ME OR OTHERS. I, WITH FULL KNOWLEDGE OF AND HAVING EVALUATED SUCH RISKS, NONETHELESS HAVE MADE A VOLUNTARY CHOICE TO PARTICIPATE IN SUCH EVENTS AND TO ENTER INTO THIS MEMBERSHIP APPLICATION. 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. I HEREBY EXPRESSLY ASSUME ALL SUCH RISK AND ACCEPT SOLE RESPONSIBILITY FOR THE SAFETY AND MEDICAL INSURANCE COSTS IN CONNECTION THEREWITH. I, ON BEHALF OF MYSELF AND MY AFFILIATES, HEREBY VOLUNTARILY CONSENT TO FOREVER AND IRREVOCABLY WAIVE, RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, RIGHTS OF ACTION, SUITS, COSTS, LIABILITIES, JUDGMENTS, OBLIGATIONS, LOSSES, INJURIES, PENALTIES, EXPENSES AND/OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND EXPENSES) OF WHATSOEVER KIND OR NATURE (“**CLAIMS**”) IMPOSED ON, INCURRED BY OR ASSERTED AGAINST ANY OF THE RELEASEES BY ME AND/OR ANY DRIVER AFFILIATE, ARISING DIRECTLY OR INDIRECTLY FROM, OR IN ANY WAY RELATED TO, MY PREPARATION FOR, TRAVEL FOR, AND PARTICIPATION IN AND APPEARANCE IN ANY EVENT(S) OR AS OTHERWISE RELATED TO THIS MEMBERSHIP APPLICATION, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS RELATING TO INJURY, ILLNESS, DAMAGE, LOSS, OR HARM TO MYSELF OR MY PROPERTY, OR MY DEATH OR DISABILITY, HOWSOEVER CAUSED, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH MY PREPARATION FOR, TRAVEL FOR, PARTICIPATION IN AND APPEARANCE IN ANY EVENT(S), INCLUDING WITHOUT LIMITATION RELATING TO ACTS, OMISSIONS AND/OR NEGLIGENCE (INCLUDING WITHOUT LIMITATION GROSS NEGLIGENCE AND/OR NEGLIGENT CONDITIONS).

BY SIGNING THIS MEMBER APPLICATION, I VERIFY THAT (i) I AM IN GOOD HEALTH AND HAVE NO CONDITIONS THAT WOULD IMPACT MY PARTICIPATION IN THE EVENTS; (ii) NO ORAL OR THIRD PARTY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE BY DIRTcar RACING OR ITS AFFILIATES; AND (iii) ALL OF THE INFORMATION I HAVE PROVIDED AND/OR ATTESTED TO IN THIS MEMBERSHIP APPLICATION IS TRUE AND ACCURATE. DEFINED TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANING SET FORTH IN DIRTcar RACING’S APPLICABLE RULE BOOK.

Applicant’s Signature: \_\_\_\_\_ X

Print Applicant’s Name: \_\_\_\_\_ Date: \_\_\_\_\_

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**PARTICIPANT ACCIDENT INSURANCE INFORMATION SUMMARY**

See Member Plan Summary for Details. Downloadable copy available at: <https://www.dirtcarmembers.com/downloads.php>