

2024 MEMBERSHIP APPLICATION

Only One Person Per Application. Both Sides of Application Must Be Completed.
SIGNATURE BY APPLICANT REQUIRED AT "X" ON FRONT AND BACK

MEMBERSHIP DIVISION (Payable in US Funds Only)

		Check primary division	Rookie for this division?			Check primary division	Rookie for this division?
DIRTcar Big Block Modified	\$125 US			DIRTcar 358 Modified	\$125 US		
DIRTcar NE Pro Stock (Coupes)	\$100 US			DIRTcar NE Sportsman	\$100 US		
DIRTcar NE 4 Cyl.	\$80 US						
DIRTcar Late Model	\$125 US			DIRTcar UMP Modified	\$125 US		
DIRTcar Pro Late Model	\$125 US			DIRTcar Pro Modified	\$100 US		
DIRTcar Stock Car	\$100 US			DIRTcar UMP SportMod	\$100 US		
DIRTcar UMP Sportsman	\$100 US			DIRTcar Factory Stock	\$80 US		
DIRTcar Sport Compact/4 Cyl.	\$80 US						
DIRTcar 410 Sprint	\$125 US			Xtreme Midget	\$125 US		
DIRTcar Pro Sprint Car	\$100 US			DIRTcar Mini/Mod Lite	\$80 US		
DIRTcar Lightning/Mini Sprint	\$80 US						
Team Owner	\$80 US			Crew Member	\$80 US		

LEGAL FIRST name: _____ Applicant's LAST name: _____

Name You Race Under: (Ex: AJ; Junior; Bobby) _____ 2023 DIRTcar Member Number? _____

E-mail Address: _____ Telephone Number: _____ TM

Complete Mailing Address: _____

Street or PO Box

Apt #

City

State/Province

Zip

Date of Birth: _____ IF UNDER 18, STOP AND SEE A DIRTCAR REPRESENTATIVE

ALL DRIVERS COMPLETE BELOW:

For 1099 Purposes, Identify "Winnings Payable To" (W9) Information

Winnings Payable To: _____

Mailing address if different from above: _____

Street or PO Box

Apt #

City, State/Province, Zip

US Social Security #: _____ -OR- Federal Tax ID (EIN)#: _____

Enter your Tax ID Number (TIN) on the appropriate line. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Certification

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

X _____

X _____

Sign Here

DATE



SIGNATURE REQUIRED ON BACK

INCOMPLETE/UNPAID APPLICATIONS
WILL NOT BE ACCEPTED

Return Signed and Completed
Application with Fee to:
Bear Ridge Speedway
P.O. Box 273
Bradford VT 05033

brsdirt@gmail.com
www.bearridgespeedway.com
802/222-4052

2024 DIRT CAR RACING MEMBERSHIP & COMPETITION LICENSE INDEMNITY/RELEASE

THIS MUST BE CAREFULLY READ AND SIGNED. IN CONSIDERATION of being permitted to participate and/or compete in any way in the DIRTcar RACING series race, or other motorsports-related activity or event (“Events”), sanctioned and operated by DIRTcar RACING (“DIRTcar”), I agree, on behalf of myself and my “Affiliates” (as defined below) as follows:

1. Rules and Regulations. I acknowledge, represent, and warrant that I have read and am in compliance with this Applicant Release Agreement (this “Agreement”). I agree to abide by all rules and regulations as set forth by DIRTcar (“Rules and Regulations”), including without limitation the Rules and Regulations relating to car specifications and safety rules (all of which are incorporated herein by reference).

2. Grant of Rights. For good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, I hereby irrevocably grant to DIRTcar and its Affiliates, including, without limitation Event sponsors, advertisers, and marketing partners, 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, and sales and other commercial projects and the like) for promoting, advertising, or reporting any Event(s), or related telecast or programming, before, during and after such Event(s), and for the publicity, promotion and advertising of the Affiliates. 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 the rights granted herein.

3. Ownership. I acknowledge and agree that DIRTcar 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, 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(s) and that DIRTcar 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, I hereby assign to DIRTcar exclusively and in perpetuity any and all rights set forth above. I represent and warrant that as of the date of this Agreement, 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, to protect, perfect or effectuate DIRTcar’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 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, in the racing vehicle for each Event.

4. Rules/Participation. 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 (as they may be changed, modified, or amended by DIRTcar in its sole discretion from time to time). 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 in its sole discretion. I acknowledge and agree that DIRTcar 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 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 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. The members of the Appellate Board will consist of a mix of DIRTcar representatives, promoters, track operators, team owners, drivers, and/or crew members, as determined by DIRTcar, and such Appellate Board will be subject to the DIRTcar appeals process outlined in the Rules and Regulations. I further covenant and agree that I shall not, directly or indirectly, on behalf of myself or third parties, sue or otherwise initiate any type of legal action against DIRTcar and/or its Affiliates (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.

5.Integrity. I recognize the detriment to DIRTcar and professional racing that would result from the impairment of public confidence in the honest and orderly conduct of DIRTcar Events or the integrity and good character of DIRTcar members. During my participation, I agree to conduct myself at all times, in all material respect, with due regard to public morals and conventions, and agree that I will not commit any, act or do anything that is or shall be a material offense, involving moral turpitude or the violation of DIRTcar Rules and Regulations. Furthermore, I shall not directly or indirectly accept a bribe and/or agree to throw or fix the Events, nor shall I directly or indirectly bet or otherwise gamble on the Events. In the event I become aware of a bribe, offer or attempt to throw or fix the Events, I shall promptly report same to DIRTcar.

6.Publicity. I understand that any appearance that I may make in connection with the Events is strictly for the purpose of participating in the Events. I understand and agree that all publicity in connection with the Events is under the sole control of DIRTcar, and any television station or channel, cable network, or satellite network that airs the Event. I further agree to consult with DIRTcar regarding any and all publicity in connection with my involvement and/or appearance in the Events and shall not consent to any publicity without the prior approval of DIRTcar. Except as specifically provided herein, or as otherwise authorized by DIRTcar, I will not myself, or authorize others to, at any time, publicize, advertise, or promote my appearance in the Event, receive, or generate any monetary advantage from my appearance in the Events, or use or disclose to any third party any confidential business information or trade secrets obtained or learned as a result of my participation in the Events.

7.Confidentiality. I hereby acknowledge and agree that the subject matter of this Agreement is confidential, and I agree that I shall not make any statement or engage in communications of any kind with any third party, regarding this Agreement or the Events, nor the outcome of the Events in connection herewith, prior to their airing and/or DIRTcar's disclosure of same. My confidentiality obligations under this Agreement shall survive the termination or expiration of this Agreement. Without limiting the foregoing in any way, I will not myself, nor authorize others to, prepare or assist in the preparation of any written work, any audio work, and/or any visual work that depicts, concerns, and/or relates in any way to my appearance at the Event. Neither I, nor anyone acting on my behalf, shall at any time use any of DIRTcar or its Affiliate's name(s), logo(s), trade name(s), and/or trademark(s) (including, but not limited to, the title of the Events) for any purpose or in any manner whatsoever. I recognize that a breach by me of this paragraph would cause DIRTcar irrevocable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and therefore, I hereby expressly agree that DIRTcar shall be entitled to injunctive and other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me.

8.Equitable Relief. I acknowledge that my breach or threatened breach of this Agreement may result in immediate and irreparable damage to DIRTcar and/or its Affiliates and that monetary damages will be inadequate to compensate DIRTcar. Therefore, in the event of a material breach or threatened material breach of this Agreement by me, DIRTcar may, in addition to other remedies, immediately seek to obtain and enforce injunctive relief prohibiting the material breach or threatened material breach or compel specific performance. In the event of a breach or threatened breach of this Agreement by DIRTcar, I hereby expressly recognize that the damage, if any, caused to me thereby, would not be irreparable or otherwise sufficient as to give rise to a right of injunctive or other equitable relief, and I acknowledge that my rights and remedies in the event of a breach of this Agreement by ACL will be limited to the right, if any, to receive monetary damages in any action at law. For the avoidance of doubt, in no event shall I be permitted to stop, interfere with, enjoin, or otherwise impact DIRTcar's ability to conduct and/or distribute its events and/or competitions, including the Events hereunder, or any subsidiary or allied rights with respect thereto.

9.Release of Liability/Assumption of Risk. THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES THAT THE EVENTS (INCLUDING WITHOUT LIMITATION TRAVEL TO AND FROM THE EVENTS) 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 AGREEMENT. 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

