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:	Ap	pplicant's LAST name:				
Name You Race Under: (Ex: AJ; Juni	or; Bobby)	2023 DIRTC	ar Member Number?			
E-mail Address:		Telephone Number:	TM			
Complete Mailing Address: Street or PO Box Apt #						
Date of Birth:	City IF UNDER 18, STOP AND	State/Pro SEE A DIRTCAR REPRESENTA				
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 Lam waiting for a number to be issued to me), and Lam 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,		V				
X Sign Here		XDATE				
Sign Here	\longrightarrow	DAIL	\rightarrow \rightarrow			
	SIGNATURE RE	OHIRED ON BACK				
Return Signed and Completed Application with Fee to:	INCOMPLETE/UNI	QUIRED ON BACK PAID APPLICATIONS	brsdirt@gmail.com			
Bear Ridge Speedway P.O. Box 273	WILL NOT I	BE ACCEPTED	www.bearridgespeedway .com			
Bradford VT 05033			802/222-4052			

2024 DIRTCAR 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
- **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, CBLIGATIONS, LOSSES, INJURIES, PENALTIES, EXPENSES AND/OR DAMAGES (INCLUDING, WITHOUT LIMITATION) OR LEGAL FEES AND EXPENSES) OF WHATSOEVER KIND OR NATURE "CLAIMS") I

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 AGREEMENT, 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).

10. Miscellaneous. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. 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 selfemployment, 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. 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. Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and shall continue to be effective and enforceable. In the performance of the terms of this Agreement the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

BY SIGNING THIS AGREEMENT, 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 OR ITS AFFILIATES; AND (III) ALL OF THE INFORMATION I HAVE PROVIDED AND/OR ATTESTED TO IN THIS AGREEMENT IS TRUE AND ACCURATE. DEFINED TERMS USED HEREIN BUT NOT DEFINED SHALL HAVE THE MEANING SET FORTH IN DIRTCAR'S RULES AND REGULATIONS HANDBOOK.

Applicant's Signature: X					
Print Applicant's Name:	Date:				
Car Information	Emergency Contact				
Car Number	Name				
Owner	Phone Number				
Chassis	Relationship				
Engine					
PAYMENT INFORMATION: If paying by	check or money order, make payable to DIRTcar Racing				
Expiration Date:Name as it appears on card:	CVV Code:				
Amount to be charged: Signature:					
ANTERION DISCOVER					