

Lucas Oil Speedway

MEMBERSHIP AND LICENSE APPLICATION FOR THE 2009 RACING SEASON

I hereby apply for membership in Lucas Oil Speedway, hereafter Lucas Oil Speedway, and authorize Lucas Oil Speedway to represent my interests as they may appear in auto racing matters. I acknowledge that I am familiar with the current rules of Lucas Oil Speedway and agree to abide by them. I understand this license is not transferable and may be suspended by Lucas Oil Speedway pursuant to the provisions of Lucas Oil Speedway rules. I acknowledge and assume all responsibility for any charges, record keeping, premiums, and taxes, if any, payable on any funds I may receive as a result of my activities as a Lucas Oil Speedway member, including but not limited to Social Security taxes, unemployment insurance taxes, Workers Compensation insurance, income taxes and withholding taxes.

MAIL APPLICATION IN NOW TO LOCK IN YOUR CAR NUMBER PLEASE FILL IN BELOW (PRINT OR TYPE)

APPLICANT'S NAME: _____ SSN: ____-____-_____

ADDRESS: _____

CITY: _____ STATE: ____ ZIP: _____

HOME PHONE: (____) ____-____ WORK PHONE: (____) ____-____

CELL: (____) ____-____

DRIVER'S LICENSE: _____ EXP. DATE: ____/____/____

CAR #: _____ DRIVER: _____ DIVISION: _____

E_MAIL: _____

BIRTHDATE: ____/____/____

POINT FUND DIVISIONS: (Circle One if Applicable)

A-Modified - Limited Late - Factory Stock

FEES

Pit Pass \$25.00 at Pit Gate

ALL DRIVERS IN A POINT FUND DIVISION *MUST* COMPLETE AN APPLICATION

Minors must have a notarized Minors Release signed by both parents or legal guardians to go into Pits.

Advertising and Promotion Release: Lucas Oil Speedway, it's duly authorized agent and assigns, is hereby granted the right of uses of the applicant's name, likeness and photographs of the applicant or the applicant's car(s), taken during the event, in any medium or material, for promoting, advertising, recording, or reporting any Lucas Oil sanctioned event(s), including but not limited to television, and radio broadcasts, film production, video tape productions, and do hereby relinquish all rights thereto for these purposes.

PLEASE READ THE FOLLOWING SECTION CAREFULLY

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any **RESTRICTED AREA** (defined as area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), **THE UNDERSIGNED**, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. **Acknowledges**, agrees, and represents that he/she has or will immediately upon entering any such **RESTRICTED AREAS**, will continuously thereafter, inspect the **RESTRICTED AREAS** which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about **RESTRICTED AREAS** and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the **RESTRICTED AREAS** and/or refuse to participate further in the **EVENT(S)**.
2. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** Lucas Oil Speedway, I-10 Race Promotions , Lucas Oil Products, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any person in any **RESTRICTED AREA**, promoters, sponsors, advertisers, owners and lessees of premises used to conduct **EVENT(S)**, premises and event inspectors, surveyors, underwriters, consultants and others, who give recommendations, directions, or instructions or engage in risk evaluation, loss control activities or sales regarding the premises or **EVENTS(S)** and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", **FROM ALL LIABILITY TO THE UNDERSIGNED**, his/her personal representatives, assigns, heirs, and next of kin **FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
3. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them **FROM ANY LOSS, LIABILITY, DAMAGE, OR COST** they may incur arising out of or related to the **EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
4. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** arising out of or related to the **EVENT(S)** whether caused by **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.**
5. **HEREBY** acknowledges **THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. Each of **THE UNDERSIGNED** also expressly acknowledges the **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.**
6. **HEREBY** agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, **INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the **EVENT(S)** is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature

Print Full Name

Job Description

Car Number