

PLEASE INITIAL ALL BOXES

APPLICATION FOR ANNUAL MEMBERSHIP AND/OR LICENSE CERTIFICATIONS, ACKNOWLEDGMENT & AUTHORIZATION FOR PUBLICITY USAGE

APPLICATION: I hereby apply for a membership from the Power 600 Series of the type specified on this membership. I certify that the information supplied by me on this membership is true and correct and may be relied upon by Power 600 Series. I understand that a membership is subject to the Official Competition Rules of Power 600 Series. If my application is approved by Power 600 Series I agree to be bound by such Official Competition Rules and agree that decisions by Power 600 Series and/or interpretation of rules will be governed exclusively by the administration review and appeal procedure set forth in such rules.

CERTIFICATIONS: I certify that I am 18 years of age or older. (In consideration of the acceptance by Power 600 Series of this application an applicant who has achieved that age of 18 but has not achieved the age of majority in the state where applicant resides, must have a parent or natural guardian sign this application, authorization, release and waiver of liability.) I certify that I am not an employee of Power 600 Series. I certify that I will assume all responsibility for all charges, premiums, and taxes, if any, payable on any funds that I may receive as a result of my competitive activities, including without limitation, social security taxes, unemployment insurance taxes, compensation insurance, income taxes and withholding taxes.

ACKNOWLEDGEMENT: I hereby acknowledge and agree that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape, or sound reproductions taken, made, transmitted, reproduced, or used for any Power 600 Series sanctioned event, including practice, qualifications, the race, awards ceremonies or other event associated with the racing event, and also including but not limited to pictures and sound of me alone or with other persons, with or without racing equipment, as well as any and all receipts there from, and any transcription thereof.

AUTHORIZATION FOR PUBLICITY USAGE: I agree that Power 600 Series, or its assigns, on a non-exclusive basis, may use my name and pictures, including pictures of my race equipment and pictures taken at any Power 600 Series sanctioned event for publicity purposes, but not for commercial sponsorship of any product.

I have read and agree to the Authorization for Publicity Usage.

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

In consideration of being granted a membership and in consideration of being permitted to enter for any purpose and "restricted area" (herein defined as including but not limited to the racing surface, pit areas, infield, garage areas, and all walkways, roadways, concession areas and other areas appurtenant to any area where any activity related to the competitive racing event shall take place)“:

RELEASE AND WAIVER OF LIABILITY: I, for myself, my heirs, next of kin, personal representatives and assigns, hereby release, waive, discharge and covenant not to sue the Power 600 Series, its successors and assigns, the race organizer presenting Power 600 Series sanctioned events, the owners and lessees of premises on which Power 600 Series sanctioned events, including car owners, drivers, mechanics, pit crews, and any persons in any restricted area, promoters, sponsors, advertisers, manufactures of all racing equipment upon the premises, and the officers, directors, officials, representatives, agents and employees of all of them (all of whom for the purposes herein are referred to as "releasees") from liability, loss, claims, demands, possible causes of action, court costs, attorneys' fees and other expenses arising from any lawsuit that may otherwise accrue from any loss, damage or injury (including death) to my person or property in any way resulting from, or arising in connection with, or related to, any sanctioned event, and whether arising while engaged in competition or in practice or preparation therefore, or while upon, entering or departing from said premises, from any cause whatsoever including without limitation, the failure of anyone to enforce rules and regulations, failure to make inspections, or the negligence of releasees or other persons.

ASSUMPTION OF RISK: I know the risk to myself and property, both from known risk and unanticipated risk, while in or upon the restricted area or while participating or assisting in a sanctioned event, and I do so willingly, voluntarily and in reliance, not upon the property, equipment, facilities and existing conditions furnished by others, but upon my own judgment and ability, and I thereby assume all risk of loss, damage or injury (including death) to myself and my property from any cause whatsoever and whether or not attributable to the negligence of releasees or other persons.

INDEMNITY AGREEMENT: I hereby agree to indemnify and hold harmless the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area, whether caused by the negligence or releasees or other persons.

I have read and agree to the Annual Release and Waiver of Liability.

Applications must be filled out completely and accompanied by the required fees. Applicants must provide an authorized signature below agreeing to all terms of the membership(s) for membership to be processed.

Applicants Name Printed: _____

Signature: _____ Date: _____

Minor/ Parent Release and Waiver of Liability and Indemnity Agreement

Release & Waiver of Liability, Assumption of Risk, Indemnity Agreement & Parental Consent

In consideration of myself and/or my minor child being permitted to participate in any way in the event(s) and/or being permitted to enter for any purpose any restricted area, defined to be any area which requires special authorization, credentials or permission to enter, I agree for myself and/or the minor;

- 1. I and/or the minor assume all responsibility and liability for all acts or activities of myself, my family, and crew and all damage that may occur as a result of my and/or the minor's participation in the Power 600 Series event.
- 2. I and/or the minor know the nature of the events and my and/or the minor's experience and capabilities, and believe myself and/or the minor to be qualified to participate in the events. If I and/or the minor believe anything to be unsafe, I and/or the minor will immediately leave the restricted area and refuse to participate further in the event.
- 3. I fully understand and will instruct the minor that: (a) the activities of the events are dangerous and participation in the event and restricted areas involves risk and danger of serious bodily injury, including permanent disability and possible death; (b) these risks and dangers may be caused by my or my minors own actions, or by those of others who may be participating in the event, the rules, the condition & layout of the premises and equipment, or the releases named below; (c) there may be other risks not know to me or that are readily foreseeable at this time; (d) the social and economic loss and/or damages that could result from those risks could be severe and life altering, and could permanently change the minor's future.
- 4. I consent to my and/or the minor's participation in the event and/or entry into restricted areas and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, cost and/or damages following such injury, disability, or death, even caused in whole or part, by the negligence of the releases named below.
- 5. I, for myself, my heirs, next of kin, personal representatives, successors and assigns, hereby release, waive, discharge and covenant not to sue the Power 600 Series and its agents, officials, employees, successors, and assigns, the promoters, participants, racing associations, sanctioning bodies or any sub-division thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any person in a restricted area, sponsors, advertisers, property owners, lessees and any and all other persons involved from all liability to me for any and all claims, demands, losses, damages, or injuries (including death) to my person or property in any way resulting from, arising in connection with or related in any manner to an Power 600 Series event as a result of any cause whatsoever, including, without limitation, the failure of anyone to enforce rules and regulations, failure to make inspections or the negligence of the enumerated releases of other persons.
- 6. If, notwithstanding this Agreement, I or anyone on my behalf makes a claim against any of the releases enumerated in paragraph 5 hereof, I agree to save, indemnify and hold harmless said releases from any and all expenses or costs, including reasonable attorney fees, which they may incur as a result of such claim.
- 7. I and/or the minor understand that the foregoing release, waiver, indemnity, and covenant not to sue is intended to be as broad and inclusive as permitted by law and that if any portion is held to be invalid, the remainder shall continue to be in full force and effect.

8. I sign this agreement on my behalf and/or behalf of the minor. I have read and understand this release and agreement. I am 18 or more years of age, and legally competent to enter into this agreement. I understand that by signing this agreement, I give up important legal rights that I and/or the minor would otherwise have to recover damages for losses occasioned by the release fault, I understand these damages could be severe and permanently affect the minor's future.

First Parent Initials _____ Second Parent Initials _____

I understand that this release of all claims and covenant not to sue shall survive the expiration or termination of this membership. I accept the benefits of membership in Power 600 Series as good, valid, and adequate consideration and all statements in my application are true. I am not signing this agreement in reliance upon any statement or representation made by anyone and I am not under the influence of alcohol or any other drug. This agreement is the entire agreement between myself and Power 600 Series and may not be modified or amended except in writing signed by both parties. I intend for it to be enforced to the greatest extent allowed by law.

Driver \$80.00

Minor Date of Birth: ____/____/____

Minor Member Signature: _____ Date: _____

First Parent Sig. _____ Date: _____

Second Parent Sig. _____ Date: _____