



## MEMBERSHIP AND LICENSE APPLICATION FOR THE 38<sup>th</sup> Annual Alabama State Championship

I hereby apply for membership in East Alabama Motor Speedway, Inc., hereafter East Alabama Motor Speedway, Inc., and authorize East Alabama Motor Speedway, Inc. to represent my interests as they may appear in auto racing matters. I acknowledge that I am familiar with the current rules of East Alabama Motor Speedway, Inc. and agree to abide by them. I understand this license is not transferable and may be suspended by East Alabama Motor Speedway, Inc. pursuant to the provisions of East Alabama Motor Speedway, Inc. 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 an East Alabama Motor Speedway, Inc. member, including but not limited to Social Security taxes, unemployment insurance taxes, Workers Compensation insurance, income taxes and withholding taxes.

### PLEASE FILL IN BELOW (PRINT OR TYPE)

APPLICANT'S NAME: \_\_\_\_\_

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ BIRTHDATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

DRIVER'S LICENSE: \_\_\_\_\_ EXP. DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

CAR #: \_\_\_\_\_ DRIVER: \_\_\_\_\_

DIVISION: \_\_\_\_\_ E-MAIL \_\_\_\_\_

RACEceivers are also required any time you are on the racetrack. RACEceivers are available for purchase at the East Alabama Motor Speedway Parts House.

Advertising and Promotion Release: East Alabama Motor Speedway Inc., 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 East Alabama Motor Speedway, Inc. 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 East Alabama Motor Speedway, Inc., 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.

Print Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_