

2018 New Egypt Speedway MEMBERSHIP & COMPETITION LICENSE INDEMNITY/RELEASE
(To be completed by all applicants)

I HEREBY CERTIFY that any license hereunder is granted for the sole purpose of enabling me to participate in the furthermore of an enterprise, to wit, a race, or other sports-related activity. My presence in, about, or enroute to or out of any premises where New Egypt Speedway events are presented is in furtherance of that New Egypt Speedway event.

I HEREBY AGREE that by signing this Competition Application that I will abide by all rules and regulations as set forth by New Egypt Speedway including, but not limited to, the following:

- (1) I agree to abide by all New Egypt Speedway rules and regulations, including car specifications and safety rules;
- (2) I agree that I shall be the sole spokesperson for myself, the car owner, and the race crew in all matters pertaining to the compliance with the rules and regulations, and I agree and understand that I am responsible for the conduct of my crew;
- (3) I agree and understand that 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 New Egypt Speedway events, and I understand that the burden of proof will rest upon me to show that I am in compliance with all of the New Egypt Speedway rules and regulations, and I understand that any violation of such rules and regulations may result in confiscation of illegal parts, fines, suspension, and/or loss of points;
- (4) I agree to appropriately use all required stickers, decals, patches, and I understand that failure to do so may result in loss of points and forfeiture of all money and awards for the event;
- (5) I agree that all decisions of New Egypt Speedway race officials, or track officials, regarding the interpretation and application of the New Egypt Speedway rules, regulations and the scoring of positions (race day decisions), shall be non-litigable. Any disputes regarding the interpretation and application of the New Egypt Speedway rules, regulations and scoring of positions shall be fully and finally adjudicated by an independent Appellate Board to be promptly created by New Egypt Speedway Management, team owners, drivers, and crew members, and subject to the New Egypt Speedway Appeals Process and Regulations. I further covenant and agree that I will not initiate any type of legal action against New Egypt Speedway, or New Egypt Raceway, Inc., to challenge such decisions, to seek monetary damages, to seek injunctive relief, or to seek any other type of legal remedy. I agree that my sole remedy is the pursuit of an appeal of the decision of the Appellate Board in this regard. I understand that if I pursue such legal action, which expressly violates this provision, then I expressly agree to reimburse New Egypt Speedway, or New Egypt Raceway, Inc., for any of its attorney's fees and costs in defending against such legal action;
- (6) I hereby assign to New Egypt Speedway and New Egypt Speedway Sponsors the non-exclusive rights to my image and likeness, and the image of my vehicle, whether portrayed in still or action pictures, drawings, or other artistic renderings, relating to or depicting my participation in New Egypt Speedway events; but only in connection with advertising and promotions relating to the Event and the 2015 season.
- (7) I further understand that there is no express or implied warranty of safety resulting from publication or compliance with the New Egypt Speedway rules, and that they are intended merely as a guide and are minimum requirements for the conduct of the sport and are in no way a guarantee against injury or death to participants, spectators, or others;
- (8) I understand that I am not an agent or employee of New Egypt Speedway or New Egypt Raceway, Inc. Further, I understand that I am solely responsible for compensating my employees, agents, or 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 New Egypt Speedway racing events, including but not limited to, Federal Social Security taxes, Federal income taxes, State income taxes, Federal and State withholding taxes, unemployment taxes and workers compensation insurance.

The undersigned acknowledges that auto racing and related events are HAZARDOUS activities which carry with them significant risk of personal injury, death, or property damage. I also understand that there are natural, mechanical, and environmental conditions and risks which independently or in combination with the activities may cause property damages or severe or even fatal injuries to me or others. I have made a voluntary choice to participate in the activities. I agree to accept all responsibility for the risks, conditions, and hazards which may occur whether or not they are known or contemplated by me. Except as set forth below, I hereby expressly assume any and all of the foregoing risks including the risks of injury, death, or property damage and accept sole responsibility for the safety and medical insurance costs of the participant. I further agree to forever release and hold harmless and indemnify New Egypt Speedway, New Egypt Raceway, Inc., its subsidiaries, directors, officers, agents, employees, officials, assigns, promoters representing races or other events under New Egypt Speedway sanction, the owners and lessees of premises on which New Egypt Speedway sanctioned events are presented, and participants thereon, for all accidents, losses, injuries (including, but not limited to death), or other casualty arising out of my participation in, about, or en route to and out of the premises where New Egypt Speedway sanctioned or operated racing events or related activities are presented. By signing this release, I understand that any and all risk (including those set forth above) are expressly assumed by me and all claims or potential claims are expressly waived in advance. I verify that I am in good health and have no condition that would impact my participation in auto racing or its related activities. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE MEMBERSHIP AND COMPETITION LICENSE INDEMNITY /RELEASE, and further agrees that no oral representations, statements or inducements have been made by New Egypt Speedway or New Egypt Raceway, Inc.

Applicants Signature _____ Date: _____

Print Name: _____