Return Signed and Completed Application with Fee to: ELDORA SPEEDWAY, INC. Attn: Memberships 13929 State Route 118 New Weston, OH 45348

LECAL First Names



## **2017 MEMBERSHIP APPLICATION**

Only one person per application. Both sides of the application must be completed. SIGNATURE BY APPLICANT REQUIRED AT "X" ON FRONT AND BACK.

LECAL Last Names

LEGAL FIRST Name:		LEGAL Last Name:		
Name You Race Under (ie., Bobby	ace Under (ie., Bobby, A.J.):2016 membership #:			
Complete Mailing Address:				
E-mail Address(s):		_Telephone Number:_()		
Car Number: Owner (M	embership Required If D	Different From Driver):		
	Engine Builder:			
DRIVE	ERS: COMPLETI	'E REGARDLESS OF COUNTRY  Vinnings Made Payable To" (W9) Information		
Legal Name:				
Enter your Tax ID Number (TIN) on the a individuals, this is your social security nur <b>Certification</b> The number shown on this form is my co withholding because: (a) I am exempt fro	appropriate line. The TIN prov mber (SSN). For other entities, prect taxpayer identification n om backup withholding, or (b)	-OR- Federal Tax ID (EIN)#:  poided must match the name given on the "Name" line to avoid backup withholding. For s, it is your employer identification number (EIN).  number (or I am waiting for a number to be issued to me), and I am not subject to backup I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup or (c) the IRS has notified me that I am no longer subject to backup withholding,		
X		X		
	Signature	Date		
		IP APPLICATION TYPE DRIVEROWNER		
Date of Birth:	If drive	er is 16 or 17 – STOP! See Minor Release Requirements posted at:		
		eedway.com/races/entry-forms-rules/		
		RSHIP FEE \$20		
	PAYMEN7	T INFORMATION		
If paying b	oy check or money order	er, make payable to ELDORA SPEEDWAY, INC.		
Name as it appears on card:		Exp. Date:		
CVV Code Amount to	be charged:	Signature:		
ANTERIOR DISCOVER				
FOR OFFICE USE ONLY Payment Method/#:	Received: \$	Date Processed:		
- symene mediosym		SIGNATURE REQUIRED ON BACK		
<b>—</b>	•			

## PARTICIPANT ACCIDENT INSURANCE INFORMATION SUMMARY

## 2017 ELDORA SPEEDWAY, INC. MEMBERSHIP & COMPETITION LICENSE INDEMNITY/RELEASE (Must be completed by all applicants)

I HEREBY CERTIFY that any license hereunder is granted for the sole purpose of enabling me to participate in a race, or other motorsports-related activity. My presence in, about, or enroute to or out of any premises where **ELDORA SPEEDWAY, INC.** promoted and/or-sanctioned events are presented is in furtherance of that **ELDORA SPEEDWAY, INC.** event.

I HEREBY AGREE that by signing this Competition Application that I will abide by all rules and regulations as set forth by **ELDORA SPEEDWAY, INC.** including, but not limited to, the following:

- (1) I agree to abide by all 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 an **ELDORA SPEEDWAY**, **INC.** sanctioned event, and I understand that the burden of proof will rest upon me to show that I am in compliance with all of the **ELDORA SPEEDWAY**, **INC.** 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 and 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 **ELDORA SPEEDWAY, INC.** race officials, or track officials, regarding the interpretation and application of the **ELDORA SPEEDWAY, INC.** rules, regulations and the scoring of positions (race day decisions), shall be non-litigable. Any disputes regarding the interpretation and application of the **ELDORA SPEEDWAY, INC.** rules, regulations and the scoring of positions shall be fully and finally adjudicated by an independent Appellate Board to be promptly created by **ELDORA SPEEDWAY, INC.**, and/or **DIRTcar RACING** promoters, team owners, drivers, and crew members, and subject to the **DIRTcar RACING** Appeals Process and Regulations. I further covenant and agree that I will not initiate any type of legal action against **ELDORA SPEEDWAY, INC.**, True Speed Enterprises, INC., or Anthony W. Stewart or the **ELDORA SPEEDWAY, INC.** promoter 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 **ELDORA SPEEDWAY, INC.**, DIRTcar RACING, True Speed Enterprises, INC., Anthony W. Stewart or the **ELDORA SPEEDWAY, INC.** promoter, for all attorney's fees and costs in defending against such legal action;
- (6) I hereby assign to **ELDORA SPEEDWAY, INC.** and **ELDORA SPEEDWAY, INC.** 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 **ELDORA SPEEDWAY, INC.** sanctioned events; but only in connection with advertising and promotions relating to the Event and the 2016 & 2017 Series.
- (7) I further understand that there is no express or implied warranty of safety resulting from publication or compliance with the **ELDORA SPEEDWAY, INC.** 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 **ELDORA SPEEDWAY, 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 **ELDORA SPEEDWAY, INC.** sanctioned 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 worker's 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 ELDORA SPEEDWAY, INC., True Speed Enterprises, INC., Anthony W. Stewart and its subsidiaries, directors, officers, agents, employees, officials, assigns, promoters representing races or other events under ELDORA SPEEDWAY, INC. sanction, the owners and lessees of premises on which ELDORA SPEEDWAY, INC. 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 enroute to and out of the premises where ELDORA SPEEDWAY, INC. 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 conditions that would impact my participation in auto racing or its related activities. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE MEMBERSHIP AND COMPETITION LICENSE IMDEMNITY/RELEASE, and further agrees that no oral representations, statements or inducements have been made by ELDORA SPEEDWAY, INC.

Applicant's Signature: <b>X</b>	Return Signed and Completed Application with Fee to:	
•• ——		ELDORA SPEEDWAY, INC. Attn: Memberships 13929 State Route 118 New Weston, OH 45348 FAX: 937-338-3167
Applicant's Name:		
PRII	NT CLEARLY	