

**2017 COMPETITOR MEMBERSHIP and LICENSE APPLICATION
MEMBERSHIP AND LICENSE EXPIRE DECEMBER 31, 2017
(PLEASE READ CAREFULLY AND SIGN AS INDICATED)**

I am the applicant identified on the reverse side of this Application. I hereby apply for membership, as indicated on the reverse side, in ARCA and authorize ARCA to represent my interests as they may appear in auto racing matters. I acknowledge that I am familiar with the current rules of ARCA and agree to abide by the current rules of ARCA as they may be amended from time to time. I understand that this license is not transferable and may be suspended by ARCA pursuant to the provisions of the ARCA Rule Book as it may be amended from time to time, and I will indemnify ARCA and all related parties for any damages arising in connection with such transfer, lending or use.

I further certify that I am an independent contractor and not an agent, servant or employee of ARCA, and that I will retain such status as an independent contractor in the event my membership and license application is approved by ARCA. 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 ARCA member, including but not limited to social security taxes, unemployment insurance taxes, workers' compensation insurance, income taxes and withholding taxes.

ADVERTISING PROMOTION AND OTHER PROJECTS RELEASE: ARCA, its duly authorized agents and assigns, may use, on a non-exclusive basis, my name, likeness and photographs of me, my vehicles and / or my team, including photographs of me, my vehicles, and / or my team taken during any ARCA sanctioned racing event in 2017 and all related motorsports activities in and around the premises, locations, and facilities where the racing events and activities are or will be taking place [hereinafter the "EVENT(S)"] in any way, medium or material, (including without limitation by and through television, radio, air wave, cable, and satellite reproductions, transmissions over the internet and public and private on-line services authorized by ARCA and the like) before, during and after the EVENT(S), for promoting, advertising, reporting or recording the EVENT or any other ARCA-sanctioned EVENT, and for sales and other purposes of commerce, and I do hereby relinquish to ARCA in perpetuity, all rights thereto for such purposes.

BROADCAST AND OTHER RIGHTS: I acknowledge that ARCA exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by any means, process, medium or device (including but not limited to television, cable television, radio, pay-per-view, closed circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the internet, public and private on-line services authorized by ARCA, sales and other commercial projects, and the like), whether or not currently in existence, all images, sounds, and data (including but not limited to in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews, and timing and scoring information) arising from or during any ARCA event and that ARCA is and shall be the sole owner of any and all intellectual property rights (including, but not limited to, patents, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to these works, and in and to any other works, copyrightable or otherwise created from the images, sounds and data arising from, during or in connection with any ARCA Event. In addition, to the extent not already owned by ARCA, I hereby assign to ARCA exclusively and in perpetuity and all rights set forth above. I represent and warrant that as of the date of this Agreement, I have not granted to any third party the rights described herein. I agree to take all steps reasonably necessary, and all steps requested by ARCA, to protect, perfect or effectuate ARCA's ownership or other interest in these rights. I agree not to take any action, nor cause others to take any action, nor enter into any third party agreement which would contravene, diminish, encroach or infringe upon these ARCA rights. I agree to allow any and all equipment relating to such audio, video, radio, electronic transmissions and timing and scoring information and use thereof as determined by ARCA, in the racing vehicle for each event.

I understand that acceptance of this membership application and fee by any ARCA Official does not constitute approval of this application, and that all applications are not accepted until approved by ARCA Headquarters. I warrant that all information provided herein is true and accurate.

SIGN HERE AFTER READING COMPLETELY (Do not sign until read completely)

Applicant's Legal Signature (in ink)

Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT IN CONSIDERATION FOR BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, paddock area, grandstand area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the EVENT(S) shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the EVENT(S), APPLICANT, for himself/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, if any, in the EVENT(S) constitutes an acknowledgement that he/she has inspected such restricted areas and that he/she finds and accepts the same as being safe and reasonably suited for the purpose of his/her use, 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 refuse to participate further in the events, and will leave the restricted areas and not return.

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE ARCA, the promoters, participants, any other participating racing association, any sanctioning organization or any subdivision thereof, track operators, track owners, officials, vehicle owners, drivers, pit crews, any persons in any restricted area, sponsors, manufacturers, suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S) and each of them, their officers and employees, all for the purposes herein referred to as "Releasees", from all liability to the Applicant, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the Applicant, whether caused by the negligence of the "Releasees", or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purpose participating in the EVENT(S).
2. 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 due to the presence of the Applicant in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S) and whether caused by the negligence of the "Releasees" or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of "Releasees" or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the EVENT(S). The applicant also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the "Releasees".

APPLICANT expressly acknowledges and agrees that the activities of the EVENT(S) are very dangerous and involve the risk of serious injury and/or death and/or property damage and that his/her heirs and next of kin have been so advised. APPLICANT further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of Ohio, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The Applicant acknowledges that he/she has been advised that auto racing is a dangerous activity and has so advised his/her next of kin.

All rights and obligations of this license, if granted, are specific to the individual Applicant executing this membership and license application. THE APPLICANT HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no representations, statements or inducements apart from the foregoing written agreement have been made.

SIGN HERE AFTER READING COMPLETELY (Do not sign until read completely)

Applicant's Legal Signature (in ink)

Date

IF APPLICANT IS UNDER 18, A MINOR RELEASE MUST BE COMPLETED AND SIGNED.

Rev. 11.14.16