

**2009 MEMBERSHIP APPLICATION INSTRUCTIONS**

- Each applicant **MUST fill out a separate application.**
- Drivers can use the same form for more than one division.
- Faxed copies will not be accepted. **THE ORIGINAL COMPLETED FORM MUST BE MAILED TO INEX.**
- Fill out the membership application carefully. Incomplete or incorrect applications will delay the membership process, and will be returned to applicant for correction. **INEX competitors may not receive INEX points until all material required is submitted.**

- 1.) Mark appropriate member (driver) or associate member (non-driver) box.
  - 2.) Complete all member information in space provided. Print clearly.
  - 3.) Drivers indicate your division and mark appropriate additional awards if applicable.
  - 4.) Car owner information should be provided. If car owner is the same as driver, please write same. Please provide chassis number if available.
  - 5.) Read agreement/release on Page 2. Print name on Page 2 in space provided which is located towards the top of the page, and initial at the bottom of the page.
  - 6.) Page 3- Member must sign on the first line. If member is a minor, a parent/guardian must sign on second line. Please date membership.
- \*\*Mail completed membership and payment to address provided. Please direct questions to INEX, 704-455-3906**
- \*\*FOR MINORS, please turn to the next page for the minor application process, as ADDITIONAL MATERIALS ARE NEEDED.**

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5. →

**RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE**

This RELEASE AND COVENANT NOT TO SUE ("Release") is made and entered into by and between 600 Racing, Inc. and INEX, Corp. (collectively, the "Sanctioning Body") and Joe Smith ("Member"), in connection with Member's purchase, ownership, and/or operation of a Legends, Bandolero or Thunder Roadster Car (the "Car"). FOR AND IN CONSIDERATION of the promises and the mutual covenants herein exchanged and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Purchase and Sale: NO WARRANTIES**

1.1 Member acknowledges that part of the Car, including the engine, drive train, transmission and brakes may be used or rebuilt as delivered to Member/Purchaser.

1.2 Sanctioning Body MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND WITH RESPECT TO THE CAR, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY DESIGN PATENT, COPYRIGHT OR UTILITY PATENT.

**2. Release of Liability and Covenant Not to Sue**

2.1 Assumption of Risk. Member understands that driving the Car at or near the speeds at which it is capable presents inherent and inevitable risks which can never be completely eliminated. Factors beyond the control of Sanctioning Body will affect the operational safety of the Car under these conditions. Such factors include, but are not limited to: (a) the skill and experience of the driver; (b) the performance of inspections, maintenance procedures and repairs by, or on behalf of, Member; (c) weather, lighting and track conditions; (d) the presence of other operating Cars; and (e) the speed at which the Car is driven. MEMBER UNDERSTANDS AND ACCEPTS ALL RISKS ASSOCIATED WITH MOTOR VEHICLE RACING AND HIGH-SPEED DRIVING. Member further understands that the operator may lose control when driving the Car under racing conditions, and Member accepts all risks associated with any such resulting loss of control.

2.2 Release and Covenant Not to Sue. MEMBER/PURCHASER AND HIS/HER SPOUSE, HEIRS, LEGAL REPRESENTATIVES, ASSIGNS, NEXT OF KIN AND INSURERS HEREBY RELEASE AND COVENANT NOT TO SUE SANCTIONING BODY, AND THEIR RESPECTIVE PARENT, SUBSIDIARY, AFFILIATED COMPANIES, AND JOINT TORT-FEASORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL DAMAGES, DEATH AND PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE USE OF THE CAR, WHETHER NOW EXISTING OR ARISING IN THE FUTURE.

2.3 Indemnity. Member further heretofore agrees to indemnify and hold Speedway Motorsports, Inc., Sanctioning Body and their respective parent, subsidiary, affiliate companies and joint tort-feasors, and each of their respective officers, directors and employees harmless from and against any and all damages, liabilities, causes of action, judgments and claims for personal injury and property damage, and from any fees, expenses or costs of any kind, including reasonable attorney's fees, incurred in connection with any damages, liabilities, causes of action, judgments and claims brought, claimed or asserted at any time on account of the use of the Car.

2.4 The foregoing Release, Covenant Not to Sue and Indemnity are given in recognition of the inherent dangers of motor vehicle racing and high-speed driving and with the knowledge that Member or third parties could be injured or killed during the use of the Car. The Release, Covenant Not to Sue and Indemnity are intended to protect the released and/or indemnified parties should the Member or a third party later raise claims of negligence, defective design, defective manufacture, failure to warn or conditions which otherwise would support the imposition of compensatory or punitive damages.

**3. Damages**

Under no circumstances shall Sanctioning Body ever be liable to Member under any theory for recovery of damages in excess of the purchase price of Car.

**4. Safe Operation**

Member agrees s/he will not drive the Car or allow others to drive the Car while impaired by drugs, alcohol, illness or fatigue or during hazardous weather conditions. Member agrees and acknowledges that the Car is not designed, equipped or intended to be operated on public roads, off-road or on any surface other than an INEX sanctioned automobile race track and Member agrees s/he will not improperly operate the Car in these or other conditions for which it was not designed. Member also agrees to inspect any and all of the premises, facilities and equipment to be used in connection with any INEX-sanctioned event; in the event that Member believes anything to be unsafe, Member will immediately leave the restricted area and refuse to participate further in the event or events.

**5. Minors**

5.1 Member hereby agrees that if s/he allows his or her minor children to operate, service or participate in the operation or servicing on the Car, that all terms of this Release, Waiver, Indemnity and Covenant Not to Sue shall apply to and be binding upon such minor child or children, and Member hereby agrees on behalf of said child or children to release, waive, indemnify and never to sue Sanctioning Body, Speedway Motorsports, Inc., or their respective parent, subsidiary, affiliated companies or joint tort-feasors, in accordance with all the other terms of this agreement.

5.2 Member agrees on behalf of him/herself and his spouse, heirs, legal representatives, assigns, next of kin and insurers to release, waive and indemnify from liability and never to sue Sanctioning Body, Speedway Motorsports, Inc., or their respective parent, subsidiary, or affiliated companies or joint-feasors, for any injuries, medical expenses or death of any minor child allowed to operate, service or participate in the operation or servicing of the Car.

**6. General**

6.1 The Parties agree that this Agreement and any claim or controversy arising out of or related to it shall be governed by and construed according to the laws of the state of North Carolina. The Parties agree that the principal place of performance of this Agreement is Cabarrus County, North Carolina, that the federal or North Carolina courts of general civil jurisdiction for Cabarrus County, North Carolina shall be the exclusive forums for the adjudication of any and all such claims or controversies and that such courts shall have the right to exercise personal jurisdiction over them for such a purpose. The Parties further agree that Cabarrus County, North Carolina is a convenient forum.

6.2 This Agreement was not executed in reliance upon any statement or representation and constitutes the complete expression of the entire agreement between the parties with respect to the subject matter hereof, all other or prior agreements, statements, representations whether written or oral, being merged herein. This Agreement may not be modified or amended orally or unilaterally but only by writing signed by both parties.

6.3 Member agrees and assumes the risk of serious injury, death and property damage. Member agrees 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 in full force and effect. Member agrees that this Agreement may be pleaded in complete bar to any action by him and his spouse, heirs, legal representatives, assigns, next of kin and insurers.

5. → X JS (Initial)

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**2009 INEX MEMBERSHIP APPLICATION**

• ONE FORM PER APPLICANT.

Associate members cannot use the same application as the driver. Drivers can use the same form if applying for license in more than one division.

FAXED COPIES CAN NOT BE ACCEPTED.

THE FORM MUST BE MAILED TO 600 RACING.

INEX USE ONLY

Member No. \_\_\_\_\_  
Date: \_\_\_\_\_

Please make copies of the form if additional copies are necessary. Memberships expire Dec. 31, 2008.

Type of Membership (Please check only one) (Membership \$125 if received by Jan. 1, 2008)

MEMBER: (\$150.00) Mandatory for all drivers who will participate in competition or practice for Legends Car, Bandolero and/or Thunder Roadster Cars. (\$50.00 more if driving in Two Series - Total of \$200.00)

ASSOCIATE MEMBER: (\$60.00) For anyone who will not drive a Legends Car, Bandolero and/or Thunder Roadster Car in competition or practice during the year, but will go into the pit area during a Legends, Bandolero or Thunder Roadster event (i.e. pit crew, car owner, spouse, parent, etc.). Associate members receive the same insurance benefits as members except they may not drive. Associates are also eligible for voting, receiving special INEX awards and possible discounted pit fees at selected INEX sanctioned events and tracks.

**ALL MINORS MUST HAVE AT LEAST ONE PARENT/GUARDIAN SIGN UP AS AN ASSOCIATE MEMBER**

One Membership per Application Form (Either Member or Associate). If Member for 2 series, check both on same application. Associate Members CANNOT be on same application as Member.

Please Print Clearly or type

Name of applicant ("Member"): Joe Smith  
Address: 5245 NC Hwy 49 South  
City, State & Zip: Harrisburg, NC 28025 Country: USA  
Phone: (home) 704-455-3896 (work) 704-455-3906 (cell) \_\_\_\_\_  
Email: info@600racing.com (fax) 704-455-3820  
Social Security Number: 123-45-6789 Date of Birth: 01/01/1992  
Emergency Contact: (Name & Number) Jane Smith 704-455-3896  
Beneficiary: (Name & Number) Jane Smith 704-455-3896

**MEMBERS (DRIVERS) ONLY**

Division:

**Legends**

- Pro - Experienced or Expert racer
- Masters - over 40 years of age only
- Semi-Pro - Intermediate or Beginner

**Bandolero**

- Bandits (ages 8-11)
- Young Guns (ages 12-15)
- Outlaws (16 and older)

**Thunder Roadsters**

- Must be 16 years old

**Additional Awards**

- Legends Young Lions (age 14-16)
- Legends Golden Masters (over 50)

**Car Owner Information** (If driver and car owner are different, car owner information must be filled out or application can not be processed. Write same if identical to above.)

Name of Car Owner ("Purchaser"): same  
Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_  
Chassis (VIN) Number(s), Year, Make and Model of car (all cars if more than one): (ex: 600-1234 - 1937 Ford Sedan): 600-1234 - 1937 Ford Sedan

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**AGREEMENT / RELEASE**

I hereby certify that I am an independent contractor, assuming all responsibility for moneys received as a result of my participation in INEX sanctioned events, including without eliminating income taxes, FICA, workmen's compensation and withholding taxes. I am not an employee, servant or agent of Sanctioning Body.

In consideration of acceptance by Sanctioning Body of this application and payment of membership fees, the undersigned agrees to abide by all rules and regulations of Sanctioning Body as to conduct and mechanical specifications, as now published in the 2006 and/or 2007 Official INEX Rulebook or hereafter modified.

The undersigned understands and agrees that s/he and their beneficiaries executors and assigns will be entitled to the benefits of the Member Insurance Policy by Sanctioning Body for accidental injuries or death which occur as the result of external, visible and visible means, sustained in INEX-sanctioned events. The coverage of the said policy shall constitute the limit of liability of Sanctioning Body for such injuries occurring to the undersigned in any INEX-sanctioned event, provided proper notification of such occurrence is filed with Sanctioning Body. The undersigned fully understands that operation of a Legends, Bandolero or Thunder Roadster Car exposes him or her to risks of serious bodily injury or death. The undersigned voluntarily assumes these risks.

The undersigned consents to the use of his/her name and/or himself/herself and his/her car, for publicity, advertising, endorsements, both before and after the INEX-sanctioned events, and relinquishes any right of photos taken in connection with INEX-sanctioned events, and consents to the publication of sale of such photos by Sanctioning Body. The undersigned also consents to the release of his/her medical information to Sanctioning Body. Any dispute, controversy or claim involving the undersigned member, whether or not relating to this agreement or alleged breach of the same, shall be settled in accordance with the existing and/or amended rules and regulations of Sanctioning Body, and the undersigned agrees to accept the decisions rendered by such process. The undersigned also acknowledges and agrees that the Release of all Claims and Covenant Not to Sue shall survive the expiration or termination of this membership.

**\*If the applicant is 17 years of age or younger, the Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Identity Agreement and a Minor's Assumption of Risk and Release and Waiver of Liability Forms (Form II - Page 1-2) must be executed by both parents/legal guardians, filed with this application and accompanied by a certified copy of the minor's birth certificate or the application will not be processed.**

**A RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE must be mailed in with your membership for 2008.**

**BY MY SIGNATURE BELOW, I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND AM LEGALLY COMPETENT TO MAKE AND ENTER THIS AGREEMENT. I AGREE TO ABIDE BY ALL TERMS OF THIS AGREEMENT AND THE REQUIREMENTS OF THE RULES OF INEX**

MEMBER SIGNATURE

6. → X Signature: Joe Smith  
Signature of Member (if minor, must include parent/guardian signature below)

6. → X Signature: \_\_\_\_\_  
Signature of parent/guardian

6. → Date: 11-01-2007

Please return this form, signed and dated and check/money order payable to:

**INEX**  
Attn: Memberships  
5245 NC Hwy 49 South  
Harrisburg, NC 28075  
Phone: 704.455.3906

# MINOR APPLICATION PROCESS

- If minor is applying for a membership, **INEX MUST RECEIVE** a certified government-issued copy of their birth certificate to keep on file. Birth certificates will remain on file at INEX for the duration of the minor's participation in INEX competition.

- All minors must have Form II of the 2009 INEX Membership completed. Form II (Pages 1-2) must be completed by both parents/legal guardians and **NOTARIZED**. The minor will need to sign Form II, Page 2.

- **If minor is applying, an associate membership is required by at least one parent/guardian.**

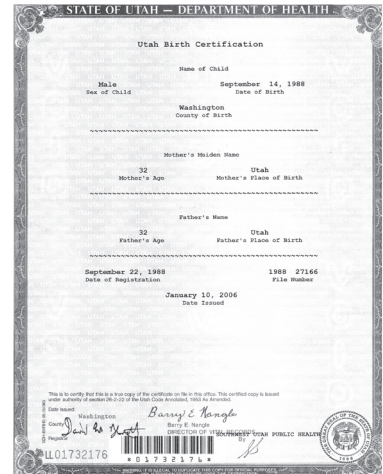
- Be sure each applicant fills out a separate form.

- Faxed copies will not be accepted. The original completed form must be mailed to INEX.

- 1.) Complete the main section of the 2009 INEX Membership Application.
- 2.) Read the Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement and the Minor's Assumption of Risk and Release and Waiver of Liability (Form II, Page 1-2) carefully.
- 3.) Each parent/legal guardian must sign Page 1 of Form II and each signature must be notarized.
- 4.) The minor must sign Page 2 of Form II
- 5.) If the minor does not have a certified, government-issued copy of the minor's birth certificate on file at INEX from 2008, please obtain such from the state of the minor's birth.

The certified, government-issued birth certificate will remain on file at INEX for the duration of the minor's INEX participation.

6.) Mail completed application, Form II and the certified birth certificate to the address provided. Questions can be directed to INEX at 704-455-3906.



**PLEASE BE SURE FORM II IS NOTARIZED AND BOTH PARENTS SIGN THE FORM. IF A PARENT IS DECEASED, A DEATH CERTIFICATE IS REQUIRED. NO EXCEPTIONS WILL BE MADE.** Certified, Government-issued Birth Certificate & Raised Seal

FORM II - PAGE 1 OF 2

## PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

TO BE SIGNED BY BOTH PARENTS/GUARDIANS OF ALL LEGENDS, BANDOLERO AND THUNDER ROADSTER PARTICIPANTS AGES 17 AND YOUNGER BEFORE PARTICIPATION IS APPROVED BY INEX TO COMPETE IN ANY INEX-SANCTIONED EVENT. (SIGNATURES OF A PARENT WHO IS NOT SIGNING BEFORE A FULL-TIME INEX OR 600 RACING EMPLOYEE MUST BE NOTARIZED.)

### 2008 INEX-SANCTIONED EVENTS ACROSS THE UNITED STATES, CANADA & EUROPE

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by general public is restricted or prohibited), I agree:

1. I know the nature of the Event(s) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities and equipment to be used, or with which the Minor may come in contact. IF FOR THE MINOR BELIEVE ANYTHING TO BE UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES, FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE INEX, Corp., 600 Racing, Inc., Speedway Motorsports, Inc., and all of its subsidiaries and affiliates, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crew, rescue personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding premises or Event(s) and each of them, their directors, officers, agents and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on the behalf of the Minor whom I hereby certify is my child or legal ward.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

<u>Joe Smith</u> SIGNATURE OF PARENT OR GUARDIAN	<u>Joe Smith</u> PRINTED NAME OF PARENT OR GUARDIAN	<u>11-01-2008</u> DATE
<u>Notary Public</u> SIGNATURE OF NOTARY	<u>Notary Public</u> PRINTED NAME OF NOTARY	<u>Joey Smith, 10</u> NAME AND AGE OF MINOR PARTICIPANT
<u>Jane Smith</u> SIGNATURE OF PARENT OR GUARDIAN	<u>Jane Smith</u> PRINTED NAME OF PARENT OR GUARDIAN	<u>11-01-2008</u> DATE
<u>Notary Public</u> SIGNATURE OF NOTARY	<u>Notary Public</u> PRINTED NAME OF NOTARY	<u>Joey Smith, 10</u> NAME AND AGE OF MINOR PARTICIPANT

\* A COPY OF A CERTIFIED COPY OF THE BIRTH CERTIFICATE MUST ACCOMPANY THIS APPLICATION FOR ALL DRIVERS 17 YEARS OF AGE OR YOUNGER UNLESS A CERTIFIED COPY OF THE BIRTH CERTIFICATE IS ALREADY ON FILE WITH INEX.

3. ➔

FORM II - PAGE 2 OF 2

## MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

### 2008 INEX-SANCTIONED EVENTS ACROSS THE UNITED STATES, CANADA & EUROPE

I have obtained both of my parents' consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of event(s), the condition and layout of the premises and equipment, and/or the NEGLIGENCE of others, including those persons responsible for conducting the event(s).
4. I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE NEGLIGENCE OF INEX, Corp., 600 Racing, Inc., Speedway Motorsports, Inc. and all of its subsidiaries and affiliates, promoters, participants, racing association, sanctioning organization, or any of its subdivision, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the events, premises or events inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their officers and employees, all of which are referred to as "Releasees."
5. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASEES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the NEGLIGENCE of the Releasees or otherwise.

I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

<u>Joey Smith</u> SIGNATURE OF MINOR PARTICIPANT	DATE
<u>Joey Smith</u> PRINTED NAME OF MINOR PARTICIPANT	<u>10</u> AGE

4. ➔

# 2009 INEX MEMBERSHIP APPLICATION

- **ONE FORM PER APPLICANT.**

**Associate members cannot use the same application as the driver. Drivers can use the same form if applying for license in more than one division.**

**FAXED COPIES CAN NOT BE ACCEPTED.**

**THE FORM MUST BE MAILED TO 600 RACING.**

## INEX USE ONLY

Member No. \_\_\_\_\_  
Date: \_\_\_\_\_

Please make copies of the form if additional copies are necessary.  
**Memberships expire Dec. 31, 2009.**

**Type of Membership (Please check only one) (Membership \$125 if received by Jan. 1, 2009)**

- MEMBER:** (\$150.00) Mandatory payment of \$150.00 for all drivers who will participate in competition or practice for Legends Car, Bandolero and/or Thunder Roadster Cars. (\$50.00 more if driving in two Series - total payment of \$200.00)
- ASSOCIATE MEMBER:** (\$60.00) Mandatory payment of \$60.00 for anyone who will not compete or drive a race car at any INEX sanctioned event during the year. Associate Members may go into the pit area during a Legends, Bandolero or Thunder Car event (i.e. pit crew, car owner, spouse, parent, etc.). Associate Members receive the same insurance benefits as Members except they may not drive any race car at any sanctioned event. Associate Members are also eligible for voting, receiving special INEX awards and possible discounted pit fees at selected INEX sanctioned events and tracks.

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One Membership per Application Form (Either Member or Associate). If Member for 2 series, check both on same application. Associate Members CANNOT be on same application as Member.

**Please Print Clearly or type**

Name of applicant ("Member"): \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_ (fax) \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Emergency Contact: (Name & Number) \_\_\_\_\_

Member/Associate Member designates the following individual as beneficiary of any benefits of his/her INEX insurance:

(Name, Relationship & Number) \_\_\_\_\_

**MEMBERS (DRIVERS) ONLY**

**Division:**

**Legends**

- Pro - Experienced or Expert racer
- Masters - over 40 years of age only
- Semi-Pro - Intermediate or Beginner

**Bandolero**

- Bandits (ages 8-11)
- Young Guns (ages 12-15)
- Outlaws (16 and older)

**Thunder Car**

- Must be 16 years old

**Additional Awards**

- Legends Young Lions (age 14-16)
- Legends Golden Masters (over 50)

**Car Owner Information**

(If driver and car owner are different, car owner information must be filled out or application can not be processed. Write same if identical to above.)

Name of Car Owner ("Purchaser"): \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Chassis (VIN) Number(s), Year, Make and Model of car (all cars if more than one): {ex: 600-1234 - 1937 Ford Sedan}: \_\_\_\_\_

\_\_\_\_\_

## RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE

This RELEASE AND COVENANT NOT TO SUE ("Release") is made and entered into by and between 600 Racing, Inc. and INEX, Corp. (collectively, the "Sanctioning Body") and \_\_\_\_\_ ("Member"), in connection with Member's purchase, ownership, and/or operation of a Legends, Bandolero or Thunder Roadster car (the "Car"). FOR AND IN CONSIDERATION of the promises and the mutual covenants herein exchanged and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Purchase and Sale: NO WARRANTIES

1.1 Member acknowledges that part of the Car, including the engine, drive train, transmission and brakes may be used or rebuilt as delivered to Member/Purchaser.

1.2 Sanctioning Body MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND WITH RESPECT TO THE CAR, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY DESIGN PATENT, COPYRIGHT OR UTILITY PATENT.

### 2. Release of Liability and Covenant Not to Sue

2.1 Assumption of Risk. Member understands that driving the Car at or near the speeds at which it is capable presents inherent and inevitable risks which can never be completely eliminated. Factors beyond the control of Sanctioning Body will affect the operational safety of the Car under these conditions. Such factors include, but are not limited to: (a) the skill and experience of the driver; (b) the performance of inspections, maintenance procedures and repairs by, or on behalf of, Member; (c) weather, lighting and track conditions; (d) the presence of other operating Cars; and (e) the speed at which the Car is driven. MEMBER UNDERSTANDS AND ACCEPTS ALL RISKS ASSOCIATED WITH MOTOR VEHICLE RACING AND HIGH-SPEED DRIVING. Member further understands that the operator may lose control when driving the Car under racing conditions, and Member accepts all risks associated with any such resulting loss of control.

2.2 Release and Covenant Not to Sue. MEMBER/PURCHASER AND HIS/HER SPOUSE, HEIRS, LEGAL REPRESENTATIVES, ASSIGNS, NEXT OF KIN AND INSURERS HEREBY RELEASE AND COVENANT NOT TO SUE SANCTIONING BODY, AND THEIR RESPECTIVE PARENT, SUBSIDIARY, AFFILIATED COMPANIES, AND JOINT TORT-FEASORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL DAMAGES, DEATH AND PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE USE OF THE CAR, WHETHER NOW EXISTING OR ARISING IN THE FUTURE.

2.3 Indemnity. Member further hereby agrees to indemnify and hold Speedway Motorsports, Inc., Sanctioning Body and their respective parent, subsidiary, affiliate companies and joint tort-feasors, and each of their respective officers, directors and employees harmless from and against any and all damages, liabilities, causes of action, judgements and claims for personal injury and property damage, and from any fees, expenses or costs of any kind, including reasonable attorney's fees, incurred in connection with any damages, liabilities, causes of action, judgements and claims brought, claimed or asserted at any time on account of the use of the Car.

2.4 The foregoing Release, Covenant Not to Sue and Indemnity are given in recognition of the inherent dangers of motor vehicle racing and high-speed driving and with the knowledge that Member or third parties could be injured or killed during the use of the Car. The Release, Covenant Not to Sue and Indemnity are intended to protect the released and/or indemnified parties should the Member or a third party later raise claims of negligence, defective design, defective manufacture, failure to warn or conditions which otherwise would support the imposition of compensatory or punitive damages.

### 3. Damages

Under no circumstances shall Sanctioning Body ever be liable to Member under any theory for recovery of damages in excess of the purchase price of Car.

### 4. Safe Operation

Member agrees s/he will not drive the Car or allow others to drive the Car while impaired by drugs, alcohol, illness or fatigue or during hazardous weather conditions. Member agrees and acknowledges that the Car is not designed, equipped or intended to be operated on public roads, off-road or on any surface other than an INEX sanctioned automobile race track and Member agrees s/he will not improperly operate the Car in these or other conditions for which it was not designed. Member also agrees to inspect any and all of the premises, facilities and equipment to be used in connection with any INEX-sanctioned event; in the event that Member believes anything to be unsafe, Member will immediately leave the restricted area and refuse to participate further in the event or events.

### 5. Minors

5.1 Member hereby agrees that if s/he allows his or her minor children to operate, service or participate in the operation or servicing on the Car, that all terms of this Release, Waiver, Indemnity and Covenant Not to Sue shall apply to and be binding upon such minor child or children, and Member hereby agrees on behalf of said child or children to release, waive, indemnify and never to sue Sanctioning Body, Speedway Motorsports, Inc., or their respective parent, subsidiary, affiliated companies or joint tort-feasors, in accordance with all the other terms of this agreement.

5.2 Member agrees on behalf of him/herself and his spouse, heirs, legal representatives, assigns, next of kin and insurers to release, waive and indemnify from liability and never to sue Sanctioning Body, Speedway Motorsports, Inc., or their respective parent, subsidiary, or affiliated companies or joint-feasors, for any injuries, medical expenses or death of any minor child allowed to operate, service or participate in the operation or servicing of the Car.

### 6. General

6.1 The Parties agree that this Agreement and any claim or controversy arising out of or related to it shall be governed by and construed according to the laws of the state of North Carolina. The Parties agree that the principle place of performance of this Agreement is Cabarrus County, North Carolina, that the federal or North Carolina courts of general civil jurisdiction for Cabarrus County, North Carolina shall be the exclusive forums for the adjudication of any and all such claims or controversies and that such courts shall have the right to exercise personal jurisdiction over them for such a purpose. The Parties further agree that Cabarrus County, North Carolina is a convenient forum.

6.2 This Agreement was not executed in reliance upon any statement or representation and constitutes the complete expression of the entire agreement between the parties with respect to the subject matter hereof, all other or prior agreements, statements, representations whether written or oral, being merged herein. This Agreement may not be modified or amended orally or unilaterally but only by writing signed by both parties.

6.3 Member agrees and assumes the risk of serious injury, death and property damage. Member agrees 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 in full force and effect. Member agrees that this Agreement may be pleaded in complete bar to any action by him and his spouse, heirs, legal representatives, assigns, next of kin and insurers.

✕ \_\_\_\_ (Initial)

### AGREEMENT / RELEASE

I hereby certify that I am an independent contractor, assuming all responsibility for moneys received as a result of my participation in INEX sanctioned events, including without eliminating income taxes, FICA, workmen's compensation and withholding taxes. I am not an employee, servant or agent of Sanctioning Body.

In consideration of acceptance by Sanctioning Body of this application and payment of membership fees, the undersigned agrees to abide by all rules and regulations of Sanctioning Body as to conduct and mechanical specifications, as now published in the 2008 and/or 2009 Official INEX Rulebook or hereafter modified.

The undersigned understands and agrees that s/he and their beneficiaries executors and assigns will be entitled to the benefits of the Member Insurance Policy by Sanctioning Body for accidental injuries or death which occur as the result of external, violent and visible means, sustained in INEX-sanctioned events. The coverage of the said policy shall constitute the limit of liability of Sanctioning Body for such injuries occurring to the undersigned in any INEX-sanctioned event, provided proper notification of such occurrence is filed with Sanctioning Body. The undersigned fully understands that operation of a Legends, Bandolero or Thunder Roadster Car exposes him or her to risks of serious bodily injury or death. The undersigned voluntarily assumes these risks.

The undersigned consents to the use of his/her name and /or himself/herself and his/her car, for publicity, advertising, endorsements, both before and after the INEX-sanctioned events, and relinquishes any right of photos taken in connection with INEX-sanctioned events, and consents to the publication of sale of such photos by Sanctioning Body. The undersigned also consents to the release of his/her medical information to Sanctioning Body. Any dispute, controversy or claim involving the undersigned member, whether or not relating to this agreement or alleged breach of the same, shall be settled in accordance with the existing and/or amended rules and regulations of Sanctioning Body, and the undersigned agrees to accept the decisions rendered by such process. The undersigned also acknowledges and agrees that the Release of all Claims and Covenant Not to Sue shall survive the expiration or termination of this membership.

**•If the applicant is 17 years of age or younger, the Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Idemnity Agreement and a Minor's Assumption of Risk and Release and Waiver of Liability Forms (Form II - Page 1-2) MUST be executed by both parents/legal guardians, filed with this application and accompanied by a certified copy of the minor's birth certificate or the application will not be processed.**

**A RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE must be mailed in with your membership for 2009.**

**BY MY SIGNATURE BELOW, I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND AM LEGALLY COMPETENT TO MAKE AND ENTER THIS AGREEMENT. I AGREE TO ABIDE BY ALL TERMS OF THIS AGREEMENT AND THE REQUIREMENTS OF THE RULES OF INEX**

#### MEMBER SIGNATURE

✕ Signature: \_\_\_\_\_  
Signature of Member (if minor, must include parent/guardian signature below)

✕ Signature: \_\_\_\_\_  
Signature of parent/guardian

Date: \_\_\_\_\_

Please return this form, signed and dated and check/money order payable to:

**INEX**  
**Attn: Memberships**  
**5245 NC Hwy 49 South**  
**Harrisburg, NC 28075**  
**Phone: 704.455.3906**

# PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

TO BE SIGNED BY BOTH PARENTS/GUARDIANS OF ALL LEGENDS, BANDOLERO AND THUNDER ROADSTER PARTICIPANTS AGES 17 AND YOUNGER BEFORE PARTICIPATION IS APPROVED BY INEX TO COMPETE IN ANY INEX-SANCTIONED EVENT. (SIGNATURES OF A PARENT WHO IS NOT SIGNING BEFORE A FULL-TIME INEX OR 600 RACING EMPLOYEE MUST BE NOTARIZED.)

## 2009 INEX-SANCTIONED EVENTS ACROSS THE UNITED STATES, CANADA & EUROPE

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by general public is restricted or prohibited), I agree:

1. I know the nature of the Event(s) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING TO BE UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES, FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE INEX, Corp., 600 Racing, Inc., Speedway Motorsports, Inc., and all of its subsidiaries and affiliates, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crew, rescue personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding premises or Event(s) and each of them, their directors, officers, agents and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs and next of kin. FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on the behalf of the Minor whom I hereby certify is my child or legal ward.

**I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIONAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.**

SIGNATURE OF PARENT OR GUARDIAN	PRINTED NAME OF PARENT OR GUARDIAN	DATE
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SIGNATURE OF NOTARY	PRINTED NAME OF NOTARY	NAME AND AGE OF MINOR PARTICIPANT
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SIGNATURE OF PARENT OR GUARDIAN	PRINTED NAME OF PARENT OR GUARDIAN	DATE
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SIGNATURE OF NOTARY	PRINTED NAME OF NOTARY	NAME AND AGE OF MINOR PARTICIPANT
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\* A COPY OF A CERTIFIED COPY OF THE BIRTH CERTIFICATE MUST ACCOMPANY THIS APPLICATION FOR ALL DRIVERS 17 YEARS OF AGE OR YOUNGER UNLESS A CERTIFIED COPY OF THE BIRTH CERTIFICATE IS ALREADY ON FILE WITH INEX.

# MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

## 2009 INEX-SANCTIONED EVENTS ACROSS THE UNITED STATES, CANADA & EUROPE

### DESCRIPTION AND LOCATIONS OF EVENT(S)

I have obtained both of my parents' consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following;

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).

2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.

3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of event(s), the condition and layout of the premises and equipment, and/or the **NEGLIGENCE** of others, including those persons responsible for conducting the event(s).

4. I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE **NEGLIGENCE** of INEX, Corp., 600 Racing, Inc., Speedway Motorsports, Inc. and all of its subsidiaries and affiliates, promoters, participants, racing association, sanctioning organization, or any of its subdivision, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the events, premises or events inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their officers and employees, all of which are referred to as "Releasees."

5. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASEES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the **NEGLIGENCE** of the Releasees or otherwise.

**I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY,  
UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.**

\_\_\_\_\_  
SIGNATURE OF MINOR PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF MINOR PARTICIPANT

\_\_\_\_\_  
AGE