

2012 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 CANNOT BE ACCEPTED
THE FORM MUST BE MAILED TO INEX**

INEX USE ONLY

Member No. _____

Date: _____

Please make copies of the form if additional copies are necessary.
Memberships expire Dec. 31, 2012

Type of Membership (Please check only one box) (Membership \$135.00 if postmarked by Jan 1st, 2012)

Member: (\$165.00 US) Mandatory payment of \$165.00 for all drivers who will participate for in competition or practice for Legend Car, Bandolero, and/or Thunder Cars. (\$50.00 more if driving in 2 series-total payment of \$215.00)

Associate Member: (\$75.00 US) Mandatory payment of \$75.00 for anyone who will not compete or drive 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 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 the same application. Associate Members CANNOT be on same application as Member.

Full Legal Name ("Member"): _____

Address: _____

City, State & Zip: _____

Country: _____ Phone: (Home) _____ (Work) _____

(Cell) _____ (Fax) _____

Email: _____ Date of Birth: _____

Emergency Contact: (Name & Number) _____

Member/Associate member's designated beneficiary:

(Name, Relationship & Number) _____

MEMBERS (DRIVERS) ONLY

Division: Legends

Pro- Experienced or Expert driver

Master- Over 40 yrs of age only

Semi Pro- Intermediate/Beginner over 16 yrs old

Young Lion- (Born after Jan. 1st, 1999) Must be 13 or have Bandolero Racing experience

Bandolero

Bandit (Ages 8-11)

Outlaw (12 and older)

Thunder Car

16 or older

Additional Awards

Legends Golden Masters (Over 50)

Car Owner Information (If a driver and a car owner are different, car owner information must be filled out or application cannot 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}):

Engine(s) Numbers and Seal Numbers: _____

RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE:

PRINT NAME

This **RELEASE AND COVENANT NOT TO SUE (“Release”)** is made and entered into by and between U.S Legend Cars, Inc. and INEX, Corp. (collectively, the “Sanctioning Body” and [redacted] (“Member”), in connection with Member’s purchase, ownership, and /or operation of a Legends, Bandolero or Thunder 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 (applicable when Member purchases a car, new or used): NO WARRANTIES

1.1 Member acknowledges that the Car and its parts, 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. INEX Member must understand that DRIVING THE CAR AT OR NEAR THE SPEEDS AT WHICH IT IS CAPABLE PRESENTS INHERENT AND INEVITABLE RISKS OF BEING SERIOUSLY INJURED OR HURT INCLUDING PARALYSIS OR DEATH, 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 INEX Member: (c) weather, lightning and track conditions: (d) the presence of other operating Cars: and (e) the speed at which the Car is driven. INEX MEMBER MUST UNDERSTAND AND ACCEPT ALL RISKS ASSOCIATED WITH MOTOR VEHICLE RACING AND HIGH-SPEED DRIVING. INEX Member further understands that the operator may lose control when driving the Car under racing conditions, and the INEX Member accepts all risks associated with any such resulting loss of control.

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

2.3 Indemnity. INEX Member further hereby agrees to indemnify and hold Speedway Motorsports, Inc., Sanctioning Body and their respective parent, subsidiary, affiliate companies and joint tortfeasors, 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 damages, and from any fees, expenses or cost 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 INEX 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 INEX Member or 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

INEX Member agrees he/she will not drive the Car or allow others to drive while impaired by drugs, alcohol, illness or fatigue or during hazardous weather conditions. INEX Member agrees and acknowledges that the Car in 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 he/she will not improperly operate the Car in these or other conditions for which it was not designed. INEX 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 the INEX Member believes anything to be unsafe. INEX Member will immediately leave the restricted area and refuse to participate further in the event or events.

5. Minors

5.1 INEX Member hereby agrees that if he/she allows his/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 INEX Member hereby agrees on behalf of 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 tortfeasors, in accordance with all the other terms of this agreement.

5.2 INEX 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 join tortfeasors, for any injuries, medical expenses or death of any minor child or children allowed operating, service or participating in the operation or servicing of the Car.

INITIAL [redacted] (Initial)

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 INEX Member agrees and assumes the risk of serious injury, death and property damage. INEX 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. INEX Member agrees that this Agreement may be pleaded in complete bar to any action by any INEX Member and their spouse, heirs, legal representative, assigns next of kin and insurers.

AGREEMENT/RELEASE

I hereby certify that I am an independent contractor, assuming all responsibility for money's 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 2011 and /or 2012 Official INEX Rulebook or hereafter modified.

The undersigned understands and agrees that he/she and their beneficiaries executors and assigns will be entitled to the benefits of the Member Insurance Policy by Sanctioning Body of accidental injuries or death which occurs 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 of 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 Legend, Bandolero or Thunder 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 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 Indemnity Agreement and a Minor's Assumption of Risk and Release and Waiver of Liability Forms (Form II Page 1-2) MUST be executed/notarized 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 2012 INEX Membership

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

Please return this form,
Signed and dated with
payment
Enclosed:
check/money order
Payable to:
INEX
ATTN: Memberships
5245 NC Hwy 49 South
Harrisburg, NC 28075
Phone: 704-455-3906

MEMBER SIGNATURE

Signature: X _____

Signature of Member (if minor, must include parent/guardian signature below)

Signature: X _____

Signature of parent/guardian

Date: _____

THIS PAGE MUST BE SIGNED BY BOTH PARENTS AND BE NOTARIZED

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

To be signed by both parents/guardians of all Legend, Bandolero, and Thunder Car 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 U.S. Legend Cars International employee must be notarized)

2012 INEX SANCTIONED EVENTS ACROSS THE UNITED STATES, CANADA, & EUROPE

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of 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 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 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 conditions and layout 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., U.S. Legend Cars International Inc., Speedway Motorsports Inc., and all of its subsidiaries and affiliates, the promoters, participants, racing associates, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crew, rescue personnel, and 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 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 FESS, 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 in 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, UNDERSAND 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
Signature of Notary	Printed Name of Notary	Name and Age of Minor Participant
Signature of Parent or Guardian	Printed Name of Parent or Guardian	Date
Signature of Notary	Printed Name of Notary	Name and Age of Minor Participant

*An original government-issued Birth Certificate must accompany this application for all drivers 17 years of age or younger unless already on file with INEX

MINORS ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

2012 INEX SANCTIONED EVENTS ACROSS THE UNITED STATES, CANADA, AND EUROPE
DESCRIPTIONS 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 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, U.S. Legend Cars International, 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