

2018 INEX MEMBERSHIP APPLICATION

ONE FORM PER APPLICANT

THE ACCEPTANCE OF THIS APPLICATION AND FEE BY INEX DOES NOT CONSTITUTE MEMBERSHIP APPROVAL. INEX MAY DENY MEMBERSHIP TO ANY APPLICANT FOR ANY REASON.

**FAXED COPIES CANNOT BE ACCEPTED
THIS 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, 2018

Type of Membership (Please check only one box) (Membership \$135 if postmarked by Feb. 1st, 2018)

- Member:** (\$165.00 US) Open only to drivers who plan to participate or compete in a single INEX Division during 2018. **IF THE APPLICANT IS UNDER 18 YEARS OF AGE, ONE PARENT/LEGAL GUARDIAN MUST APPLY FOR AN ASSOCIATE MEMBERSHIP.** Add \$50.00 for TWO INEX DIVISIONS.
- Associate Member:** (\$75.00 US) Open to anyone (except for drivers who plan to participate or compete at any INEX-sanctioned event during 2018) needing access into the pit area during an INEX-sanctioned event (i.e. pit crew, car owner, spouse, parent/legal guardian of driver etc.) Associate members may be eligible for certain benefits including but not limited to, voting, special INEX awards, and discounted pit fees at select INEX-sanctioned events and tracks. Contact INEX headquarters for more information. Benefits are not guaranteed and are subject to change without notice.

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

One Membership per Application form (Either Member or Associate. ASSOCIATE MEMBERS CANNOT BE ON SAME APPLICATION AS MEMBER.)

Applicant ("Member") Full Name: _____

Address: _____

City, State & Zip: _____

Country: _____ Email: _____

Phone: (Home) _____ (Work) _____ Date of Birth: _____

(Cell) _____ (Fax) _____

Social Media Handle (designate type) _____

Emergency contact: _____

MEMBERS (DRIVERS) ONLY

Approval of this application does not constitute approval to compete in an INEX Series Division. INEX may require Applicants to submit a racing resume. Age is defined as Applicants actual age at January 1, 2018. If during the course of the season Applicant becomes eligible for a different Division then Applicant may petition the INEX Competition Director in writing.). If becoming a member for 2 divisions, please check both. REFER TO THE INEX RUELBOOK FOR DIVISION SPECIFICS.

Division:

Legend

Pro (Experienced or Expert driver)

Master (40 and older)

Semi Pro (16 and older, Intermediate, or by promotion from Young Lion)

Young Lion (12-15) (maximum 2 years in this class) (12 year olds must receive approval from INEX)

Thunder Car

(16 and older)

Bandolero

Bandit (Ages 8-11)

Outlaw (12 and older)

Additional Awards

Legends Golden Masters (Over 50)

PLEASE MAKE SURE YOU HAVE THE FOLLOWING COMPLETED BEFORE TURNING IN YOUR APPLICATION

FOR MINORS 17 years of age or younger:

Pages 1-8 completed

Page 7 signed AND notarized by both parents

Original government issued OR certified colored copy of birth certificate unless already on file with INEX

Associate Member application for parent or guardian

FOR ADULTS 18 years of age or older:

Pages 1-5 completed

PRINT NAME



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 U.S. Legend Cars International, Inc. (“USLC”) and INEX, Corp. (“INEX”) (collectively, the “Sanctioning and Body”) and (“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 but not limited to 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 and its parts, 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 AGREES AND ACKNOWLEDGES THAT DRIVING THE CAR AND/OR COMPETING, OFFICIATING IN, OBSERVING, WORKING FOR OR FOR ANY PURPOSES PARTICIPATING IN AN EVENT SANCTIONED BY SANCTIONING BODY (THE “EVENT”) 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 the Sanctioning Body will affect the operational safety of the Car and its parts and any Event. Such factors include but are not limited to: **(a)** the skill and experience of the operator; **(b)** the performance of inspections, maintenance procedures and repairs; **(c)** weather, lightning and track conditions; **(d)** the presence of others, **(e)** the speed at which the Car or other vehicles; and **(f)** loss of control by any driver. MEMBER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF RELEASEES (“DEFINED BELOW”) OR OTHERWISE RELATED TO THE CAR OR ANY EVENT.

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, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE SANCTIONING BODY, U.S. LEGEND CARS INTERNATIONAL, INC., CHARLOTTE MOTOR SPEEDWAY, LLC, SPEEDWAY MOTORSPORTS INC., AND ALL OF ITS SUBSIDIARY AND AFFILIATED COMPANIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS AND EMPLOYEES ALONG WITH THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATES, OTHER SANCTIONING ORGANIZATIONS, TRACK OPERATORS, TRACK OWNERS, OFFICIALS, CAR OWNERS, DRIVERS, PIT CREW, RESCUE PERSONNEL, AND PERSONS IN ANY RESTRICTED AREA, PROMOTERS, SPONSORS, AND ADVERTISERS OF ANY EVENT, ALONG WITH ANY 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 THE PREMISES OR EVENT(S) AND THE OWNERS AND LESSEES OF PREMISES USED TO CONDUCT ANY EVENT, AND ANY JOINT TORTFEASORS OF ANY OF THEM (COLLECTIVELY ALL OF THE FOREGOING ARE THE “RELEASEES”) FROM ALL LIABILITY TO THE MEMBER’S PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE MEMBER (i) RELATED TO THE USE OF THE CAR AND ITS PARTS WHETHER NOW EXISTING OR ARISING IN THE FUTURE OR (ii) ARISING WHILE THE MEMBER IS COMPETING, OFFICIATING IN, OBSERVING, WORKING FOR, OR FOR ANY PURPOSES PARTICIPATING IN AN EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2.3 Indemnity. Member further hereby agrees to defend, indemnify and hold harmless Speedway Motorsports, Inc., Charlotte Motor Speedway, LLC, the Sanctioning Body and each of their respective parent, subsidiary, affiliate companies and joint tortfeasors, and each of their respective shareholders, officers, directors and employees from and against any and all actions, attorneys' fees, causes of action, choses in action, claims, costs, damages, debts, demands, expenses, interests, judgments, liabilities, losses, obligations, and rights, of every kind and nature whatsoever, in law or in equity, in contract or in tort, whether the facts upon which the same may be based are now known or unknown related to the use of the Car and/or its parts or Member's participation in any event.

2.4 The foregoing Assumption of Risk, Release and 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 and/or its parts or while attending an Event. The Assumption of Risk, Release and Covenant Not To Sue and Indemnity are intended to protect the released and/or indemnified parties should the 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 and are intended to be as broad and inclusive as permitted by the law of the State in which the Car is sold or used and/or the Event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue if full legal force and effect. Member agrees that this agreement may be pleaded in complete bar to any action by any Member and their spouse, heirs, legal representative, assigns next of kin and insurers against any Releasee.

3. DAMAGES

Under no circumstances shall the 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 he/she will not operate the Car or allow others to drive 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 he/she will not 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 the 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 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 (i) such Member with respect to any injury of or harm caused by such minor child or children as if such minor child or children were the Member hereunder, and (ii) such minor child or children. Member hereby agrees on behalf of child or children to release, waive, indemnify and never to sue the Sanctioning Body, Charlotte Motor Speedway, LLC, 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 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 the Sanctioning Body, Charlotte Motor Speedway, LLC, Speedway Motorsports, Inc., or their respective parent, subsidiary, or affiliated companies or joint 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

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.

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, I agree to abide by all rules and regulations of the Sanctioning Body as to conduct and mechanical specifications, as now published in the 2018 Official INEX Rulebook or hereafter modified.

I understand and agree that I and my beneficiary's executors and assigns may be entitled to the benefits of the Member Insurance Policy by the Sanctioning Body of accidental injuries or death which occurs as the result of external, violent and visible means, sustained in INEX-sanctioned events provided proper notification of such occurrence is filed with the Sanctioning Bod and all other terms of the Member Insurance Policy are met. The coverage of the said policy shall constitute the limit of liability of the Sanctioning Body with respect to such injuries occurring to me in any INEX- sanctioned event or while using the Car. I fully understand that the operation of a Car or attending any Event exposes me to risks of serious bodily injury or death. I voluntarily assume these risks.

I consent to the use of my name and /or myself and my car, for publicity, advertising, endorsements, both and after the INEX- sanctioned events, and relinquish any right of photos taken in connection with INEX- sanctioned events, and consent to the publication of sale of such photos by the 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 the 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 by both parents/legal guardians and notarized, filed with this application and accompanied by an **ORIGINAL GOVERNMENT ISSUED OR CERTIFIED COLORED COPY of the minor’s BIRTH CERTIFICATE or the application will NOT BE PROCESSED. (NO PHOTO COPIES ACCEPTABLE)**

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

MEMBER SIGNATURE

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
704-455-3896

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 NOTARIZED WITH NOTARY

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)

DESCRIPTION AND LOCATION OF THE EVENT(S): 2018 INEX SACNTIONED EVENTS ACROSS THE UNITED STATES, CANADA, & EUROPE

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 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, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Sanctioning Body, U.S. Legend Cars International Inc., Charlotte Motor Speedway, LLC, Speedway Motorsports Inc., and all of its subsidiary and affiliated companies and each of their respective officers, directors members, managers and employees along with the promoters, participants, racing associates, other sanctioning organizations, track operators, track owners, officials, car owners, drivers, pit crew, rescue personnel, and persons in any Restricted Area, promoters, sponsors and advertisers of any Event, 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 the premises or Event(s) and the owners and lessees of premises used to conduct ANY Event, and any joint tortfeasors of any of them (collectively all of the foregoing are the “Releasees”) from al 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 injury to the person or property or resulting in death of me or the Minor (i) related to the use of the Car and its parts, whether now existing or

arising in the future or (ii) arising while I am or the Minor is competing, officiating in, observing, working for, or for any purposes participating in an Event, whether caused 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 FESS, LOSS, LIABLITY, 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 RELEASEESS’ 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

DESCRIPTIONS AND LOCATIONS OF EVENT(S): 2018 INEX-SANCTIONED EVENTS ACROSS THE UNITED STATES, CANADA, AND 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 ME BEING SERIOUSLY INJURED OR HURT, ME 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, Inc., Charlotte Motor Speedway, LLC, 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 the premises used to conduct the Event(s), premises or Event(s) 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 Event(s), 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