

PLEASE PRINT CLEARLY AND CAREFULLY READ BOTH SIDES OF THIS APPLICATION
2010 SOUTHSIDE SPEEDWAY, INC.
COMPETITORS MEMBERSHIP AND LICENSE APPLICATION

PLEASE PRINT

APPLICANT'S LAST NAME: _____

APPLICANT'S FIRST NAME: _____ MIDDLE INITIAL: _____ Sr. or Jr.

SOC. SEC. #: ____-____-____ TEL. #: (____) ____-____ E-MAIL: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

DATE OF BIRTH: _____ PLACE OF BIRTH: _____
(If under 18 complete Minor's release)

EMPLOYER: _____ RACING NICKNAME: _____

EMPLOYER'S BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

DRIVER'S LICENSE #: _____ STATE: _____ EXP. DATE: _____

Make Checks payable to **SOUTHSIDE SPEEDWAY, Inc.** – Full fee for each additional license in same name.
Car owners required to have a separate license for each division in which they compete.

TYPE OF LICENSE: (Check only ONE)

- DRIVER
- CAR OWNER
- CREW MEMBER\$80.00 License Fee

COMPETING DIVISION: (Check only One)

- MODIFIED
- LATE MODEL SPORTSMAN
- GRAND STOCK
- U-CAR
- STREET STOCK
- CHAMP KART

MINOR'S RELEASE

IF THE APPLICANT IS A MINOR UNDER THE LAWS OF HIS/HER STATE OF RESIDENCE, THE APPLICANT MUST ALSO SUBMIT, WITH HIS/HER APPLICATION, A FULLY EXECUTED AND SIGNED MINOR'S RELEASE. THIS MINOR'S RELEASE MUST BE SIGNED BY THE APPLICANT'S NATURAL FATHER AND MOTHER OR BY A COURT APPOINTED LEGAL GUARDIAN. SOUTHSIDE SPEEDWAY, INC., HAS THE RIGHT, BUT NOT THE OBLIGATION, TO APPROVE THE APPLICATION OF ANY APPLICANT UNDER 18 YEARS OF AGE.

IN CONSIDERATION of being allowed to participate in any way in the motorsports EVENT(s) or activities indicated above and/or being permitted to enter for any purpose any restricted area(s) (herein defined as any area wherein admittance to the general public is prohibited), the natural parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. I/we am/are the natural parent(s) or legal guardian(s) of the minor participant named below.
2. I/we will instruct the minor participant that prior to participating in the above motorsports activity or EVENT(s), he/she should inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate.
3. I/we fully understand and acknowledge that:
 - a. There are risks and dangers associated with participation in motorsports EVENT(s) and activities that could result in bodily injury, partial and/or total disability, paralysis or death.
 - b. The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by the action, inaction, negligence or otherwise the participant or the action, inaction, negligence or otherwise of others, including, but not limited to, the "Releasees" named below.
 - d. There may be other risks not known to us or that are not reasonably foreseeable at this time.
4. I/we accept and assume that such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence or otherwise of the "Releasees" named below.
5. I/WE HEREBY RELEASE, WAIVE DISCHARGE AND COVENANT NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, vehicle owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners, lessees of premises used to conduct the EVENT(s) and each of them, their officers, agents and employees, all for the purposes herein referred to as "Releasees," from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury, including but not limited to the death of the participant or damage to property, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.
6. On behalf of the participant and individually, the undersigned natural parent(s) and/or legal guardian(s) for the minor participant execute(s) this Waiver and Release. If, despite this release, the participant makes a claim against any of the "Releasees," the natural parent(s) and/or legal guardian(s) will reimburse the "Releasees" and their insuring company for any money which they have paid to the participant, or on his/her behalf, and hold them harmless.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENT.

DATE: _____

(Name of Minor participant)

IN THE PRESENCE OF:

(Signature of Natural Father)

1. _____

(Signature of Natural Mother)

2. _____

(Signature of Court-Appointed Legal Guardian)

**2010 COMPETITOR
FOR USE BY
2010 SOUTHSIDE SPEEDWAY, INC. LICENSES**

**NOTE: Must be signed in
TWO Spaces: 1X and 2X**

**MEMBERSHIP AND LICENSE APPLICATION
MEMBERSHIP AND LICENSE EXPIRE DECEMBER 31, 2010
(PLEASE READ CAREFULLY AND SIGN AS INDICATED) DATE: _____**

I am the applicant identified on the first page of this Application and hereby apply for membership in SOUTHSIDE SPEEDWAY, Inc., I acknowledge that I am familiar with the current rules of SOUTHSIDE SPEEDWAY, Inc. and agree to abide by the current rules of SOUTHSIDE SPEEDWAY, Inc. as they may be amended from time to time. I understand that this license is not transferable and may be suspended by SOUTHSIDE SPEEDWAY, Inc. pursuant to the provisions of the SOUTHSIDE SPEEDWAY, Inc. rulebook as it may be amended from time to time.

I further certify that I am an independent contractor and not an agent, servant or employee of SOUTHSIDE SPEEDWAY, Inc., and that I will retain such status as an independent contractor in the event my membership and license application is approved by SOUTHSIDE SPEEDWAY, Inc., I acknowledge and assume all responsibility for any charges, recordkeeping, premiums and taxes, if any, payable on any funds I may receive as a result of my activities as a SOUTHSIDE SPEEDWAY, Inc. member, including but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes.

ADVERTISING PROMOTION RELEASE: SOUTHSIDE SPEEDWAY, Inc., its duly authorized agents and assigns, may use the APPLICANT OR APPLICANT’S vehicles taken during the EVENT(s) in any way, medium or material, for promoting, advertising but not limited to sales and other commercial projects, television and radio broadcasts, film production, video tape reproductions, transmissions over the internet and public and private online services authorized by SOUTHSIDE SPEEDWAY, Inc. and the like, and do hereby relinquish all rights thereto for these purposes.

I am applying for membership in SOUTHSIDE SPEEDWAY, Inc. and hereby enclose \$_____ as my annual membership dues for the year.

I understand that acceptance of this membership application and fee by any SOUTHSIDE SPEEDWAY, Inc. Official does not constitute approval of this application, and that all applications must be approved by Southside Speedway, Inc. headquarters, 12800 Genito Road, Midlothian, VA 23112.

1X

**APPLICANT’S LEGAL SIGNATURE
(In ink preferred; if a business entity, indicate the title of the person signing for the business entity)**

Application received by (Name of Official)

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, paddock area, grandstand area, and all walkways, concessions and other areas appurtenant to any area where an activity related to the EVENT(s) shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the EVENT(s), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he/she enters and which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, if any, in the EVENT(s) constitutes an acknowledgment that he/she has inspected such restricted areas and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the Officials of such and will leave the restricted areas:

1. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the promoter, participants, racing associations(s), sanctioning organization or any subdivision thereof, track operator, track owner, officials, vehicle owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(s) and each of them, their officers and employees, all for the purpose herein referred to as “Releasees,” from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damages, and any claim or demands therefore on account of injury to the person or property resulting in the death of the undersigned, whether caused by the negligence of the “Releasees” or otherwise while the undersigned is in or upon the restricted area(s), and or competing, officiating in, observing, working for, or for any purpose participating in the EVENT(s);
2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the “Releasees” and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area(s) or in any way competing, officiating in, observing, or working for, or for any purpose participating in the EVENT(s) and whether caused by the negligence of the “Releasees” or otherwise.
3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of “Releasees” or otherwise while in or upon restricted area(s) and or while competing, officiating in, observing, or working for, or for any purpose participating in the EVENT(s).

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

All rights and obligations of this license, if granted, are specific to the individual applicant executing this membership and license application.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

2X

**APPLICANT’S LEGAL SIGNATURE
(In ink preferred; if a business entity, indicate the title of the person signing for the business entity)**