

**ASC Racing, LLC**

Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone #: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Team: \_\_\_\_\_ Email: \_\_\_\_\_

**2011 ASC RACING ANNUAL MEMBERSHIP RELEASE**

**BOTH THIS AGREEMENT AND THE RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT ON THE REVERSE SIDE MUST BE READ CAREFULLY AND SIGNED BY PARTICIPANT IN THE PRESENCE OF ASC RACING OFFICIAL OR NOTARY PUBLIC.**

**ACKNOWLEDGE AND AGREE THAT:**

1. I agree to be governed by the ASC RACING Rule Book, and I further agree to abide by the rules as they may be amended from time to time.
2. I understand that my membership is personal to me, that I may not transfer or give it to any other person or entity, that any attempt to transfer, lend or permit any other person or entity to use it shall result in a fine imposed by ASC RACING. In addition, I will INDEMNIFY ASC RACING and all related parties for any damages arising in connection with such unauthorized transfer, lending or use.
3. UNDERSTAND AND AGREE THAT ASC RACING MAY REQUIRE ME TO COMPLETE A MEDICAL HISTORY FORM AND/OR PASS A MEDICAL EXAMINATION as prescribed by ASC RACING to determine my physical and psychological fitness to participate in a ASC RACING event. I HEREBY WAIVE ANY AND ALL CLAIMS REGARDING SUCH FORMS OR TESTING, INCLUDING WITHOUT LIMITATION CLAIMS OF INVASION OF PRIVACY AND BREACH OF CONFIDENTIALITY RELATING TO SUCH FORMS, TESTING OR TESTING RESULTS.
4. I certify that I am not an agent, servant or employee of ASC RACING and that I will not become an agent, servant or employee of ASC RACING as a result of ASC RACING's approval of my membership application. I further certify that, with respect to any activities in which I engage as a member of ASC RACING, I am either an independent contractor or an employee of another person or entity. Wherefore, I assume all responsibility, either by myself or my employer, for any charges, record keeping, premiums and taxes, if any, payable on any funds I may receive as a result of my activities as a ASC RACING member, including but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes, and withholding taxes.
5. ASC RACING exclusively and in perpetuity owns any and all rights to broadcast, display, perform, transmit, distribute, film, record, copy, overhear, photograph, edit alter, combine with other material, make derivative works from, license, sell or otherwise transfer, commercially exploit, obtain any available legal protection for or otherwise use, by any means, process, medium, or device (including without limitation television, cable and closed-circuit television, pay-per-view, radio, satellite and digital signal, film, video, and audio tape productions, Internet and other computer network transmission, ASC RACING-authorized online service, advertising, sales and other commercial projects), whether or not currently in existence, and for any purpose, any and all images, sounds and data (including without limitation in-car audio, video, and radio, other electronic transmissions between cars and crews, and timing and scoring information) arising from or during any ASC RACING event, and that ASC RACING shall be the sole owner of any and all copyrights, intellectual property rights, moral rights, renewal rights and other proprietary rights worldwide in and in and to these works and any other works, copyrightable or otherwise, created from said images, sounds and data. In addition, to the extent not already owned by ASC RACING, I hereby assign to ASC RACING exclusively and in perpetuity all rights set forth above.
6. ASC RACING and its duly authorized agents and assigns may use, copy and distribute, exclusively and in perpetuity, my name, persona, nickname(s), likeness, and performance, including photographs, images, and sound of me, in any way, medium, or material (including without limitation broadcasts by and through television, cable and closed circuit television, pay-per-view, radio, satellite and digital signal, film video, and audiotape productions, Internet and other computer network transmissions, ASC RACING-authorized online services, sales and other commercial projects), whether or not currently in existence, for promoting, advertising, commercially exploiting, recording, or reporting ASC RACING or any ASC RACING event before, during, or after such event. I HEREBY RELEASE AND DISCHARGE ANY AND ALL CLAIMS IN CONNECTION WITH ANY USE OF THE FOREGOING AS DESCRIBED ABOVE BY ASC RACING OR ITS DULY AUTHORIZED AGENTS AND ASSIGNS (INCLUDING WITHOUT LIMITATION CLAIMS RELATING TO DEFAMATION, RIGHTS OF PUBLICITY/PRIVACY, MORAL RIGHTS, CONFIDENTIALITY TRADEMARK COPYRIGHT AND UNJUST ENRICHMENT).
7. As of the date of this Release, I have not granted to any third party any right described herein. I agree to take all steps reasonably necessary and requested by ASC RACING to protect, perfect, or effectuate ASC RACING's ownership or other interest in these rights. I agree not to take any action, nor to cause others to take any action, nor to enter into any third party agreement which would contravene, diminish, encroach or infringe upon ASC RACING's rights. I waive any and all right to inspect or approve any of the works or materials described above, or any alteration, modification, adaptation, distortion, composite, or portion thereof, or any other matter, which may be used in connection therewith.

\_\_\_\_\_  
Print Participant's Legal Name

\_\_\_\_\_  
Print Legal Name of Witnessing ASC Racing Official or Notary Public

\_\_\_\_\_  
Sign Here:  
Participant's Legal Signature

\_\_\_\_\_  
Legal Signature of Witnessing ASC Racing Official or Notary Public

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

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

# ASC Racing, LLC

Please Print in Ink. All Blanks **MUST** Be Completed.

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

## **2011 RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT**

In further consideration for my being permitted from date of this release until December 31, 2011 to compete, officiate, observe, work for, or participate in any way in a ASC Racing, LLC ("ASC RACING") event (herein defined as including but not limited to any test, practice, qualification, and race and/or race which is conducted under the auspices of the ASC/ASC-U Racing Championship) and/or 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 the activity related to an ASC RACING event shall take place) of any race track conducting an ASC RACING event, I, for myself, my personal representatives, assigns, heirs and next of kin, hereby:

1. Acknowledge, agree and represent that I have, or will immediately upon entering any restricted area, and will continuously thereafter, inspect each restricted area which I enter, and I further warrant that my entry into any restricted area and/or my participation in any ASC RACING event constitutes an acknowledgement that I have inspected all such areas and that such areas are safe and reasonably suited for my use, and I further agree and warrant that at any time I am in or about any restricted area and I feel anything to be unsafe, I will cease further participation in the ASC Racing event(s), will immediately advise the officials of such unsafe situation, and will leave the restricted area and not return.
2. **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSON IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT ANY EVENT PERMITS OR EVENT INSPECTORS, SURVEYORS, INSURERS, UNDERWRITERS, CONSULTANTS OR OTHER PERSONS OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING ANY PREMISES, RESTRICTED AREA, OR EVENT, THEIR RESPECTIVE PARENTS, SUBSIDIARIES, WHOLESALERS, AFFILIATED CORPORATIONS OR ENTITIES, AND EACH OF THEM, AND THE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES OF EACH OF THEM, (ALL FOR THE PURPOSES HEREIN REFERRED TO AS 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 DEMANDS THEREFORE ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, WHETHER CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE OF ANY AND ALL RELEASEES, OR OTHERWISE WHILE I AM IN OR UPON ANY RESTRICTED AREA AND/OR PARTICIPATING IN ANY WAY IN A ASC RACING EVENT.**
3. AGREE TO DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS RELEASEES and each of them FROM ANY LOSS, LIABILITY, SUIT, DAMAGE, OR COST (including without limitation attorneys' fees) they may incur due in any way to my presence in or upon any restricted area or my participation in any way in a ASC RACING event, and whether caused by negligence or gross negligence of any and all RELEASEES or otherwise.
4. **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE** while in or upon the restricted areas and/or while competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S). Each of **THE UNDERSIGNED** also expressly acknowledges that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES"**.
5. Acknowledge and agree that activities relating to ASC RACING events are very dangerous and involve risk of serious injury, death, and/or property damage, and that my heirs and next of kin have been so advised. I further acknowledge and agree that this Agreement is intended to be as broad and inclusive as permitted by law of the Province or State in which the event(s) in question is conducted and that if any portion of the Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

\_\_\_\_\_  
Print Participant's Legal Name

\_\_\_\_\_  
Print Legal Name of Witnessing ASC Racing Official or Notary Public

\_\_\_\_\_  
Sign Here:  
Participant's Legal Signature

\_\_\_\_\_  
Legal Signature of Witnessing ASC Racing Official or Notary Public

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

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