

P.O. Box 189, Komoka, Ontario N0L 1R0 Phone: (519) 652-5068 www.delawarespeedway.com

	FOR OFFICE USE ONLY	
CAR	NAME:	
Date:		
Date:		

### 2008 CHAOS CAR APPLICATION

CARNAME	onace car	VEHICLE NAMES MUST BE "FAMILY AUDIENCE APPROPRIATE". DELAWARE
CAR NAME		SPEEDWAY RESERVES THE RIGHT TO REFUSE NAMES IT DEEMS INAPPROPRIATE.
MAKE	MODEL	YEAR
	LICENSIN	NG FEE
_		INCLUDED)  The crew member free entry to the pits on days the ing their vehicle to compete.
Enters vehicles into	end of year points fund th competes in all even	at will pay minimum \$100 to each car that at in the season!
APPLICANT'S NAME:		
APPLICANTS'S AGE:	ADDITIONAL PA	CANTS UNDER THE AGE OF 18 MUST HAVE ARENTAL CONSENT PAPERWORK COMPLETED
		POSTAL CODE:
Home Phone: ()	Busine	ss Phone: ()
Fax #: ()	Shop: ()	Email:
Occupation:	Em	ployer:
	-mail address to be added to the speedway to competitors.	Delaware Speedway e-mail directory, which may be used as a
EMERGENCY CONTACT IN	FORMATION - THIS SEC	CTION MUST BE FILLED OUT
Name:		
Address:		
City:	Prov:	Postal Code:
Home Phone: ( )	Busine	ess Phone: ()

IMPORTANT: ALL SIDES OF THIS APPLICATION MUST BE FULLY COMPLETED BY APPLICANT BEFORE THE APPLICATION WILL BE CONSIDERED FOR APPROVAL.

Cell: (\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_

# **2008 COMPETITOR** License Application

(Please read carefully and sign as indicated)

I am the applicant identified on the reverse side of this application. I hereby apply for membership, as indicated on the reverse side, at Delaware Speedway and authorize Delaware Speedway to represent my interests as they may appear in auto racing matters. I acknowledge that I am familiar with the current rules of the division applied for and agree to abide by the current rules as they may be amended from time to time. I understand that this license is not transferable and may be suspended by Delaware Speedway pursuant to the provisions of the Delaware Speedway 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 Delaware Speedway, and that I will retain such status as an independent contractor in the event my membership and license application is approved by Delaware Speedway. I acknowledge and assume all responsibility 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 Delaware Speedway member, including but not limited to, unemployment insurance taxes, workers compensation, insurance, income taxes and withholding taxes.

ADVERTISING AND PROMOTION RELEASE: Delaware Speedway or its duly authorized agents and assigns, may use the APPLICANT'S name, likeness and photographs of the APPLICANT or the APPLICANT'S cars, including photographs of the APPLICANT or the APPLICANT'S cars taken during the EVENT, in any way, medium or material, for promoting, advertising, recording or reporting any Delaware Speedway sanctioned EVENT(S) before, during and after such EVENT(S), including but not limited to television and radio broadcasts, film production, video tape reproductions, website, internet and the like, and do hereby relinquish all rights thereto for these purposes.

I understand that acceptance of this membership application and fee by any Delaware Speedway Official does not constitute approval of this application, and that all applications must be approved by Delaware Speedway, P.O. Box 189, Komoka, Ontario, NOL 1R0

#### **IMPORTANT**

- \* If you apply for a license, you MUST compete in 80% of the sanctioned home track events in order to retain your number for the following year.
- \* All point fund and year-end awards will be based on an 80% entry participation.
- \* You MUST show proof of ownership within 60 days of signing this agreement to retain your competitor license.

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

#### THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose and RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

- 1. Acknowledges, agrees, and represents that he have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
- 2. HEREBY RELEASES, WAIVERS, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 3. 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 arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
- 5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
- 6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are 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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A CMOPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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(Applicant's legal signature (in ink)

IMPORTANT: ALL SIDES OF THIS APPLICATION MUST BE FULLY COMPLETED BY APPLICANT BEFORE THE APPLICATION WILL BE CONSIDERED FOR APPROVAL.

APPL	ICANTS PROFILE: NAME:	Number
AGE:	BIRTHDATE:	Marital Status:
What	is the significance of your car numb	per?
Spous	es Name:	Children:
Crew	Chief's Name	Mechanic's Name
Crew	Members:	
Divisi	ons Competed In:	
		Years of Racing Experience
Person	nal Interests:	
		Favourite Band/Singer:
Best R	Racing Moment:	
Racer	You Most Admire:	
	<u>PONSORS</u>	
	ARY:	
	NDARY:	
SUPP	ORTING:	
		FOR OFFICE USE ONLY
	PAID \$	FOR LICENSE APPLICATION
	•	( ) Debit ( ) Visa/Mastercard ( ) r money order payable to <b>DELAWARE SPEEDWAY</b>
		e: Membership Card Issued ( )
	Computer Entries Made:  Database Website Ro	oster E-mail Directory