

UMSS COMPETITOR LICENSE APPLICATION

Please print clearly and complete all fields.

PERSONAL INFORMATION

Legal First Name: _____ Last Name: _____

Address: _____ City/State/Zip: _____

Birth Date: _____ Phone: _____ E-Mail: _____

CAR INFORMATION

Class (select one or both): ☐ Wing ☐ Traditional Car Number: _____ Owner: _____

WINNINGS PAYABLE TO (FOR 1099 PURPOSES)

Winnings Payable To: _____

Enter exact spelling of individual name or business name. Indicate if business is incorporated or LLC.

Complete Mailing Address (if different from above): _____

USA Social Security #: _____ OR Federal Tax ID # (FEIN): _____

Tax ID Number must match the individual or business name provided under "Winnings Payable To" to avoid backup withholding. For individuals, this is the Social Security Number. For other entities, it is the Employer Identification Number (EIN).

CERTIFICATION: The number shown on this form is my correct taxpayer identification number (or I am waiting on a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

ANNUAL MEMBERSHIP DUES

Includes insurance that is for additional \$100,000 participant accident policy in addition to track insurance policy in effect at time of injury.

Select one: ☐ **\$141 Regular Member – Covers Wing Sprint and Traditional Sprint Car Divisions**
☐ **\$90 Associate Member – Crew Member/Official**
☐ **\$50 Basic Member (Does NOT Include Additional Insurance)**

Make checks payable to UMSS. If mailing, send to: UMSS, P.O. Box 66, Harris, MN 55032

REQUIRED SIGNATURE

By signing below, I acknowledge that I have received and read the UMSS Competitor License Application, Waiver and Release, Express Assumption of Risk and Indemnity Agreement.

Applicant (Driver) Signature

Date

UMSS COMPETITOR LICENSE APPLICATION, WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION OF my ability to participate in events and activities at any Upper Midwest Sprint Car Series event, ("UMSS") and by signing this Competitor License Application and by thereafter participating in any events and activities at any UMSS event, I agree as follows:

COMPLIANCE WITH RULES, REGULATIONS AND DECISIONS. I agree to abide by all rules and regulations as set forth by the UMSS as may be modified from time to time, including, but not limited to, the following:

- (1) I agree to abide by all rules and regulations, including car specifications and safety rules;
- (2) I agree that I am, and shall remain, the sole spokesperson for myself, the owner of my race car, and my race crew personnel in all matters pertaining to the compliance with the rules and regulations, and I agree and understand that I am responsible for the conduct of my crew personnel;
- (3) I agree and understand that by submitting my race car for various technical and safety inspections, I certify that the race car meets all rules and regulations for participation at any UMSS event, and I understand that the burden of proof will rest upon me to show that I am in compliance with all of the UMSS rules and regulations, and I understand that any violation of such rules and regulations may result in confiscation of non-conforming parts, fines, suspension, and/or loss of points;
- (4) I agree to appropriately use all required stickers, decals and patches and I understand that failure to do so may result in loss of points and forfeiture of all money and awards for the event;
- (5) I agree that all decisions of UMSS officials regarding the interpretation and application of the rules, regulations and the scoring of positions (race day decisions), are non-litigable. Any disputes regarding the interpretation and application of the UMSS rules, regulations and the scoring of positions shall be fully and finally adjudicated by the UMSS Officials. I further covenant and agree that I will not initiate any type of legal action against the UMSS, officers, directors, members, promoters, or employees (the "UMSS Parties") to challenge such decisions, to seek monetary damages, to seek injunctive relief, or to seek any other type of legal remedy. I agree that my sole remedy to challenge an interpretation or application of the rules, regulations and the scoring of positions by the UMSS is the pursuit of an administrative appeal of the Competition Committee's decision according to the procedures set forth by the UMSS. I understand that if I pursue legal action against the UMSS Parties notwithstanding the provisions of this agreement that prohibit such action, I shall indemnify the UMSS Parties from any and all loss or damages incurred by them as a result of such legal action, including, without limitation, their attorney's fees and costs in defending such legal action;
- (6) I grant to the UMSS a non-exclusive, royalty-free and approval-free right and license to use my rights of publicity and my name, image and likeness, along with the image and likeness of my race car and other equipment, whether portrayed in still or action pictures, drawings, or other artistic renderings, relating to or depicting my participation in activities at any UMSS event. However, the UMSS agrees that it shall only exercise this right and license in connection with advertising and promotions relating to UMSS events;
- (7) I further understand that there is no express or implied warranty of safety resulting from publication or compliance with the UMSS rules and regulations. I acknowledge and agree that the UMSS rules and regulations are (a) intended merely as a guide; (b) are only minimum requirements for the conduct of the sport; and (c) are in no way a guarantee against injury or death to participants, spectators, or others;
- (8) I represent that I am not an agent or employee of the UMSS. Further, I understand that I am solely responsible for compensating or providing benefits to my employees, agents, or pit crew members. I also assume full responsibility for reporting or filing any reports or tax returns with the appropriate authorities on any and all earnings or funds received as a result of my participation at any UMSS event, including, but not limited to, Federal Social Security taxes, Federal income taxes, State income taxes, Federal and State withholding taxes, unemployment taxes and workers compensation insurance;
- (9) **Furthermore, I understand that acceptance of this membership application and fee does not constitute approval, and that all applications must be approved by the UMSS.**

WAIVER AND RELEASE. I RELEASE, WAIVE, DISCHARGE THE UMSS PARTIES AND COVENANT NOT TO SUE THEM for any and all loss or damage and any claim or demands on account of **INJURY TO ME OR MY PROPERTY OR RESULTING IN MY DEATH** arising out of or related to my participation in any way in the events and activities at any UMSS event or my presence in or upon the premises where the events and activities are, or will be, taking place, even if caused by the ordinary **NEGLIGENCE** of the UMSS Parties (collectively, "Liability"). The Liability encompasses, but is not limited to, active or passive conduct, premises

liability, ordinary NEGLIGENCE RESCUE EFFORTS, and ordinary NEGLIGENCE enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning ordinary NEGLIGENCE selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the events and activities at any UMSS event.

EXPRESS ASSUMPTION OF RISK AND INDEMNIFICATION. The undersigned acknowledges that auto racing and related events and activities are EXTREMELY HAZARDOUS and carry with them significant risk of personal injury, death, or property damage. I also understand that there are natural, mechanical, and environmental conditions and risks that independently, or in combination with the activities, may cause property damages or severe or even fatal injuries to me or others. The events and activities at any UMSS event include participants of all skill and experience levels (including both professional and amateur persons) and varying levels and types of equipment, and I expressly assume the risks associated with mixed and varying skill levels and types of equipment. I also acknowledge that there may be undefined and presently unknown risks and dangers associated with the events and related activities, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the UMSS Parties. This includes the potential ordinary **NEGLIGENCE** in the implementation or enforcement of any rules, regulation or guidelines related to the racing events and related activities and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the racing events and related activities. I agree to accept all responsibility for the risks, conditions and hazards that may occur whether or not they are known or contemplated by me. I hereby expressly assume any and all of the foregoing risks including the risks of injury, death, or property damage and accept sole responsibility for the safety and medical insurance costs of the participant. I further agree to forever release and hold harmless and indemnify the UMSS Parties for all accidents, losses, injuries (including, but not limited to death), or other casualty arising out of my participation in and about the premises, or travel to and from the premises where racing events or related activities are or will be taking place. By signing this agreement, I understand that any and all risk (including those set forth above) are expressly assumed by me and all claims or potential claims are expressly waived in advance.

INFORMED CONSENT, VOLUNTARY PARTICIPATION, AND INSPECTION. I have made a voluntary choice to participate in the activities. I fully acknowledge and understand that participation in activities and events at any UMSS event will involve physical and strenuous activity and dangerous and changing circumstances and conditions. I verify that I am in good health and have no conditions that would impact my participation in auto racing or its related activities. I acknowledge that I have been informed that my **PERSONAL SAFETY CANNOT BE GUARANTEED**. I acknowledge that my participation in events and activities at any UMSS event is completely voluntary, and I believe that the potential benefits of participation outweigh the risks and danger associated with the events and activities. I acknowledge that I have been able to ask questions regarding the UMSS events and activities, and that all questions have been answered to my satisfaction. I recognize that it is my affirmative responsibility to remain informed about, and to review, the UMSS rules and regulations, including any changes or modifications that are made from time to time. Upon entering any facility the UMSS has an event at, including, without limitation, all restricted areas (the "Racetrack Facilities"), I shall, and shall continuously thereafter, inspect every area of the Racetrack Facilities which I enter, and I further agree and warrant that, if at any time, I am in or about any part of the Racetrack Facilities and feel anything to be unsafe, I will immediately advise the UMSS of such, and if necessary will leave the area and refuse to participate in any events or activities at the Racetrack Facilities.

This agreement and any disputes arising from this agreement shall be governed by and construed under the laws of the State the UMSS event is in, and this agreement is intended to be as broad and inclusive as is permitted by law. I acknowledge that this agreement is intended to be fully severable. If any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full legal force and effect. That shall include, without limitation, modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. **I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME and I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law.** I acknowledge that I was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of my choice. I also acknowledge that I was offered a copy of this agreement.

IF APPLICANT IS UNDER 18, A NOTARIZED MINOR'S RELEASE MUST BE COMPLETED AND SIGNED. THE UMSS RESERVES THE RIGHT, BUT NOT THE OBLIGATION, TO APPROVE THE APPLICATION OF AN APPLICANT WHOSE AGE IS LESS THAN 18.