2014



## NASCAR COMPETITION MEMBERSHIP AND LICENSE APPLICATION NASCAR WHELEN ALL-AMERICAN SERIES™

# APPLICANT MUST PRINT AND CAREFULLY COMPLETE BOTH SIDES OF THIS APPLICATION.

THE ACCEPTANCE OF THIS APPLICATION AND FEE BY ANY NASCAR OFFICIAL AND THE DEPOSITING OF ACCOMPANYING FUNDS BY NASCAR DOES NOT CONSTITUTE APPROVAL OF THIS APPLICATION. APPLICATIONS MAY ONLY BE APPROVED BY NASCAR HEADQUARTERS. This form is to be returned to NASCAR, P.O. Box 2875, Daytons Besch, FL 32120-2875.

PLEASE PRINT - (IN INK)		
APPLICANT'S LAST NAME:	FIRST NAME:	MIDDLE INITIAL:
ON OFFICIAL RESULTS AND POINTS I W	OULD LIKE MY NAME TO READ:	
ENTER LAST 5 DIGITS OF SOCIAL SECU	RITY# DATE OF I	BIRTH:
GENDER: MALE FEMALE	<del></del>	
IF THE APPLICANT IS UNDER 21 YEARS OF AGE, THE (Available from NASCAR, Track Promoter, or www.nast	HE APPLICANT MUST ALSO SUBMIT A FULLY EXECUTED A scarmembers.com ). SEE ALSO MINIMUM AGE REQUIREME	NND SIGNED NASCAR ADDENDUM A NTS IN THE NASCAR RULE BOOK.
HOME TELEPHONE: ( )	CELL PHONE: ( )	
Area Code	Area Code	
BOSINESS TELEPHONE: ( ) Area Code	FAX NUMBER: ( )_ Area Code	
MAILING ADDRESS:(PLEASE US	E STREET ADDRESS, NO PO BOX, IF POSSIBLE)	
	STATE:	ZIP CODE:
	TELEPHONE :( )	
	013 LICENSE NUMBER	
E-MAIL ADDRESS:	EMPLOYER:	
APPLICANT'S HOME TRACK:		
POINTS AWARDE	D TO NASCAR LICENSED DRIVI	ERS ONLY
TYPE OF NASCAR COMPETI	TION MEMBERSHIP AND LICENSE BE	EING APPLIED FOR:
•	R Whelen All-American Series Division applicant	
NASCAR Whelen All-American Sometican Sometican I (Feature):	eries <u>NASCAR_Whelen A</u> Charger Division:	All-American Series
OWNER - Application Fee \$		A E
DRIVER - Application Fee \$		Application Fee \$100.00
<del></del>		Application Fee \$100.00
LEARNER'S PERMIT DIV 1 -Applica \$200.00 (14 & 15 years old ONLY)	ation Fee LEARNER'S PERI \$100.00 <b>(14 &amp; 15</b> )	MIT DIV II–VIII -Application Fee years old ONLY)
limit, or restrict Learner's Permit participation to cer olds with a Learner's Permit to a certain divisio	may only compete in a racecar in Divisions where Local Tra rtain divisions; disallow Learner's Permit participation in so n(s) and 15-year-olds with a Learner's Permit to a certain di ve in any divisions that Local Track Rules do not allow for L	me or all divisions; and/or limit 14-year vision(s).  A driver with a NASCAR
NASCAR W	/helen All-American Series Crew Lices CREW - Application Fee \$100.00	<u>nse</u>
MAKE CHECK PAYABLE TO 'NASCAR, INFORMATION	Inc.' IN U.S. DOLLARS or COMPLETE THE FO	OLLOWING CREDIT CARD
Card #:		
Name as it appears on card:	Signature:	
eppear o vii eare.		
		<del></del> -
Amount to be charged:	NASCAR USE ONLY: Approval Cod	<del></del>

"NASCAR" is the National Association for Stock Car Auto Racing, Inc., its subsidiaries and affiliated companies.
P.O. Box 2875, Daytona Beach, FL 32120-2876
Overnight mail should be sent to: International Motorsports Center, One Daytona Boulevard, Daytona Beach, FL 32114



#### 2014 NASCAR MEMBERSHIP AND LICENSE APPLICATION MEMBERSHIP AND LICENSE, IF APPROVED, EXPIRES DECEMBER 31, 2014

### PLEASE READ CAREFULLY AND SIGN BOTH RELEASES BELOW

I am the applicant identified on the reverse side of this application. I hereby apply for membership in NASCAR and a license to participate in NASCAR-sanctioned activities, including but not limited to competition races, testing and practices, collectively referred to as "Event(s)", in the category indicated on the reverse side, access to restricted areas during Events.

NASCAR RULE BOOK. I will make myself familiar with the current NASCAR Rule Book, and I agree to abide by such rules as they may be

amended from time to time.

NO TRANSFER. I understand that my membership and license are 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 NASCAR of not less than Five Hundred Dollars (\$500) and suspension or termination of the membership and license. In addition, I will INDEMNIFY NASCAR and all related parties for any damages arising in connection with such unauthorized transfer, lending or use.

NO AGENCY OR EMPLOYEE RELATIONSHIP. I certify that I am not an agent or employee of NASCAR and that I will not become an agent or employee of NASCAR as a result of NASCAR's approach of my application. I further certify that, with respect to any activities in which I engage as a member and licensee of NASCAR, I am either an independent contractor or an employee of another person or entity. Therefore, 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 NASCAR member and licensee, including but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes.

ADVERTISING AND PROMOTION RELEASE. NASCAR, its duly authorized agents and assigns, may use, on a non-exclusive basis, unless otherwise provided in the Driver and Car Owner Agreement, my name, likeness and performance, including photographs, images and sounds of me and/or any vehicle(s) with respect to which I compete in NASCAR events, in any medium (including but not limited to print, broadcasts by and through television, cable television, radio, pay-per-view, closed circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by NASCAR, and sales and other commercial projects, and the like) for promoting, advertising, or reporting any NASCAR event, or related telecast or programming, before, during and after such event, and for the publicity, promotion and advertising of the NASCAR Hall of Fame, and I do hereby relinquish to NASCAR in perpetuity all rights thereto for such purpose.

BROADCAST AND OTHER RIGHTS. I acknowledge that NASCAR exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by any means, process, medium or device (including but not limited to television, cable television, radio, pay-per-view, closed circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by NASCAR, sales and other commercial projects, and the like), whether or not currently in existence, all images, sounds and data (including but not limited to in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews, and timing and scoring information) arising from or during any NASCAR event and that NASCAR is and shall be the sole owner of any and all intellectual property rights (including, but not limited to, natents, convigible, trademarks, design rights, and other provietary rights) worldwide in and to these works and in and to any other works, convigible and ansing from or during any NASCAR event and that NASCAR is and shall be the sole owner of any and all intellectual property rights (including, but not limited to, patents, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to these works and in and to any other works, copyrightable or otherwise created from the images, sounds and data arising from, during or in connection with any NASCAR event. In addition to the extent not already owned by NASCAR, I hereby assign to NASCAR exclusively and in perpetuity any and all rights set forth above. I represent and warrant that as of the date of this Agreement, I have not granted to any third party the rights described herein. I agree to take all steps reasonably necessary, and all steps requested by NASCAR, to protect, perfect or effectuate NASCAR's ownership or other interest in these rights. I agree not to take any action, nor enter into any third party agreement which would contravene, diminish, encroach or infringe upon these NASCAR rights. I agree to allow any and all appropriate to patch and the patches of the strong region of the patches. I have not limited to size location, would contrave and timing and scentific information, including but not limited to size location, would be size location, would contrave and timing and scentific information. equipment relating to such audio, video, radio, electronic transmissions and timing and scoring information, including, but not limited to, size, location, weight, and use thereof as determined by NASCAR, in the racing vehicle for each event.

I hereby enclose my annual membership and license dues for the year. I understand that the receipt of this membership application and fee by any NASCAR Official, and/or the depositing of accompanying funds by NASCAR, does not constitute approval of this application, and that all applications must be approved by NASCAR Headquarters, P.O. Box 2875, Daytona Beach, Florida 32120-2875. I warrant that all of the information provided herein is true and accurate.

SIGN HERE-

APPLICANT'S LEGAL SIGNATURE (IN INK)

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 any 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),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 of such restricted areas and will continuously thereafter, inspect such restricted areas and all portions thereof and which he/she enters and with 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 acknowledgement 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 refuse to participate further in the EVENT(S), will immediately advise the officials of such unsafe situation and will leave the restricted areas and not return.

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS 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 PERSONS IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES 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 THE PREMISES OR EVENT(S), THEIR PARENTS, SUBSIDIARIES, WHOLESALERS, AFFILIATED CORPORATIONS, AND EACH OF THEM, AND THE DIRECTORS, OFFICERS, AGENTS AND EMPLOYERS OF EACH OF THEM, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES", FROM ALL LIABILITY to the undersigned, his/her 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 the person or property or resulting in death of the undersigned, whether caused by the negligence or gross negligence of the "RELEASEES", or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for or for any numbers participating in the EVENT(S). purposes participating in the EVENT(S).

HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES" and each of them from any loss, liability, damage, or

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 or in any way competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S) and whether caused by the negligence or gross 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 OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the EVENT(S). THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES".

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. THE UNDERSIGNED further expressly agrees that the formaling release, we have a required the applicable to a

foregoing release, waiver, and indemnity agreement is to be governed by and construed in accordance with the laws of the State of Florida applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof, and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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.

SIGN HERE