

Shangri-La II Motor Speedway 2010 TRACK LICENSE APPLICATION

License Expires on December 31, 2010

I am the applicant identified on this application and in applying for the required license to enter the infield and participate at Shangri-La II Motor Speedway events, hereby acknowledge that I am familiar with the rules and grant Shangri-La Motor Speedway the right to represent my interests as they may appear in auto racing matters. I further agree to abide by all rules or ones that may be introduced or amended at the discretion of Shangri-La II Motor Speedway. I understand that I have no recourse in decisions made by Shangri-La II Motor Speedway officials. **ADVERTISING AND PROMOTING RELEASE**-I hereby agree that Shangri-La II Motor Speedway or its assigns and agents may use my likeness or photographs and names at their discretion to promote, advertise, record or report any event or occurrence involved with my participation at Shangri-La II Motor Speedway. **FINANCIAL RESPONSIBILITY**- I agree that I am singularly liable for all charges, taxes, unemployment taxes, social security or any governmental or private charges against any income derived from my participation at Shangri-La II Motor Speedway. I agree that I am an independent contractor and shall remain as such.

All Track License \$75.00 Per Driver, per Division for Street Stock,
Sportsman Modified, Modified and Late Model Divisions

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 (restricted area includes total area owned by Shangri-La II Motor Speedway, but not limited to the infield, racetrack, concessions, grandstand, trackside), 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 of the areas mentioned above and will continuously thereafter inspect the area and all portions thereof 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 and acknowledgement that he/she has inspected such areas and finds and accepts the same as being safe and reasonably suited for the purpose of his/her use, and further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she will immediately report to the officials of such and will immediately leave the area.

- 1) **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the Promoter, participants, Shangri-La II Motor Speedway, Shangri-La II Motor Speedway, LLC. and it's heirs, or any subdivision thereof, or any owner, operator, track owner, track official, driver, car owner, pit crew member, any person in any restricted area or on the property of Shangri-La II Motor Speedway, any advertiser, sponsor, or leasee of premises used to conduct the event(s) and each of them, their officers, and employees, all for the purposes 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 damage, and any claim and demands thereof on account of injury to the person or property or resulting in death of the undersigned, whether caused by negligence of the "releasee" or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purpose being present or participating in the event(s) or any planning for practice for, preparation for, or any act leading to the event(s).
- 2) **AGREES TO INDEMNIFY AND HOLD HARMLESS** the "release" from any loss, liability, damage, or cost that may occur due to the presence of the undersigned in or upon the area while competing, officiating, observing, or working for, or for any purpose participating in the event(s) or before or after and whether caused by the negligence of the "release" or not.
- 3) **HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE DUE** to the negligence of the "release" or not while in or upon the restricted area and or while competing, officiating, observing, or working for, or any purpose participating in the event(s) before or after.

I acknowledge that the activities of the event(s) are very dangerous and involve the risk of serious injury, death, property damage, and have advised heirs and next of kin. I agree that this release, waiver and indemnity agreement is as broad as is allowed by the State of New York. I agree that I have read and understand this agreement and no verbal representations have been made otherwise to influence me.

Printed Name: _____

Signature: _____

Date: _____

CAR DRIVER INFORMATION

Division		Car No	
Driver Name:			
Address:			
City:		State:	Zip:
Social Security#: (Required for Payout)		Best Phone No to Reach You:	
DOB:		Email:	
Parent Signature if under 18 Yrs Old:			
Applicant's Legal Signature:		Date:	
Who should the Payout Check be made out to:			
Address:			
City:		State:	Zip:
Social Security #: (Required for Payout)		Best Phone No to Reach You:	
DOB:		Would you like to be added to our mailing list? Email:	

TRACK SIDE MEDICAL INFORMATION

In Emergency Notify: (Name and Phone Number):	
Allergies:	

ADVERTISING AND PROMOTION

Do you have website address you would like linked to ours? www.		
Spouse Name:		Children:
How many years of Racing?	Dirt:	Asphalt:
Sponsors:		
Crew Members:		
Racing History/Championships:		

For Official Use Only

Amount Paid:	Date Paid:	Cash / Credit Card /Check No:
License No:	Date Issued:	