



2020 Merritt Speedway and Tri-City Motor Speedway Membership & Competition Indemnity/Release

I hereby agree that by signing this registration that I will abide by all rules and regulations as set forth by Merritt Speedway including, but not limited to the following:I agree to abide by all rules and regulations, including car specifications and safety rules.

I agree that I shall be the sole spokesman for myself, car owner, and the race crew in all matters. I understand that I am responsible for my crew's actions.

I certify that my race car meets all rules and regulations and the burden of proof will rest upon me to show that I am in compliance with all rules.

I agree to appropriately use all required stickers and decals, and I understand that failure to do so may result in loss of points and money for event.

I agree that all decisions of Merritt Speedway's or Tri-City Motor Speedway's race officials regarding interpretation of rules, scoring or any race day decisions shall be non-litigable.

Further covenant and agree that I will not initiate any type of legal action against Merritt Speedway or Tri-City Motor Speedway and or officials to seek monetary damages, to seek injunctive relief, or to seek any other legal remedy. I understand that if I pursue such legal actions, which expressly violates this provision, then I expressly agree to reimburse Merritt Speedway or Tri-City Motor Speedway or their officials for all of its attorney's fees and cost of defending against such legal action.

I hereby assign to Merritt Speedway and Merritt Speedway Sponsors the non-exclusive right to my image and likeness, and the image of my vehicle, but only in connection with advertising and promotions relating to events and or race season.

I understand that I am not an agent or employee of Merritt Speedway or Tri-City Motor Speedway. Further, I understand that I am solely responsible for compensating my employees, agents, or pit crew. 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 in any race 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.

I agree that I will be the only person signing and accepting winnings. Furthermore, I agree that by accepting money and signing payout sheet that I agree to the pay and any points awarded for the night's activities are correct.

The undersigned acknowledges that auto racing and related events are HAZARDOUS activities which 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 which independently or in combination with the activities may cause property damages or severe or even fatal injuries to me or others. I have made a voluntary choice to participate in the activities. I agree to accept all responsibility for the risk, conditions, and hazards which may occur whether or not they are known or contemplated by me. As set forth below. I hereby expressly assume any and all of the foregoing risks including the risk of injury, death, or property damage and accept sole responsibility for the safety and medical insurance cost of the participant. I further agree to forever release and hold harmless Merritt Speedway and Tri-City Motor Speedway, its subsidiaries, directors, officers, agents, employees, officials, promoters representing races, or other events under Merritt Speedway or Tri-City Motor Speedway Sanctions. The owner and lessees of premises on which Merritt Speedway or Tri-City Motor Speedway sanctioned events are presented, and participants thereon, for all accidents, losses, injuries (including death), or other casualty arising out of my participation in, about, or en route to and out of the premises where Merritt Speedway or Tri-City Motor Speedway racing events or related activities are presented. By signing this release, I understand that any and all risk (including those set forth above) are expressly assumed by me. All claims or potential claims are expressly waived in advance. I verify that I am in good health and have no conditions that would impact my participation in auto racing or its related activities.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS COMPETITION INDEMNITY / RELEASE, and further that no oral representations, statements or inducements have been made by Merritt Speedway and/or its Officials.

X _____
(Applicants name - Print clearly)

X _____ Date _____
(Applicants Legal Signature)

X _____ Date _____
(Witness)