



2008



SUMMER SHOOTOUT MEMBERSHIP AND LICENSE APPLICATION

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

THE REVERSE SIDE OF THIS APPLICATION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT IN TWO (2) PLACES BEFORE THE APPLICATION WILL BE CONSIDERED FOR APPROVAL.

THE ACCEPTANCE OF THIS APPLICATION AND FEE BY ANY LOWE'S MOTOR SPEEDWAY OFFICIAL AND THE DEPOSITING OF ACCOMPANYING FUNDS BY LOWE'S MOTOR SPEEDWAY DOES NOT CONSTITUTE APPROVAL OF THIS APPLICATION. APPLICATIONS MAY ONLY BE APPROVED BY LOWE'S MOTOR SPEEDWAY. This form and two passport photos are to be returned to Lowe's Motor Speedway Summer Shootout, P.O. Box 600, Concord, NC 28026, and must be postmarked by May 9, 2008.

PLEASE PRINT - (IN INK)

APPLICANT'S LAST NAME: _____

FIRST NAME: _____ MIDDLE NAME OR INITIAL: _____

SOCIAL SECURITY NUMBER: _____ 2008 INEX LICENSE # _____

DATE OF BIRTH: _____ HOME TELEPHONE: () _____

IF THE APPLICANT IS UNDER 18 YEARS OF AGE, THE APPLICANT MUST ALSO SUBMIT A FULLY EXECUTED AND SIGNED PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (Available from Lowe's Motor Speedway at www.lowesmotorspeedway.com/waivers)

BUSINESS TELEPHONE: () _____

FAX NUMBER: () _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____ APT. # _____

CITY: _____ STATE _____ ZIP CODE _____

IN CASE OF EMERGENCY NOTIFY: _____

TELEPHONE: () _____ or () _____

LICENSE APPLICATION FEE IS \$ 150.00
(PRACTICE SESSION FEES NOT INCLUDED)
NON MEMBER APPLICATION FEE is \$180
INCLUDES ADMISSION TO ALL 10 ROUNDS OF THE SUMMER SHOOTOUT

INDICATE ALL DIVISIONS IN WHICH YOU ARE COMPETING IN AND IN WHAT CAPACITY:

- BANDITS DIVISION
YOUNG GUNS DIVISION
OUTLAWS DIVISION
YOUNG LIONS DIVISION
SEMI-PRO DIVISION
MASTERS DIVISION
THUNDER CUP DIVISION
PRO DIVISION
CAPACITY
DRIVER
CREW

MAKE CHECKS PAYABLE TO 'LOWE'S MOTOR SPEEDWAY.' IN U.S. DOLLARS or COMPLETE THE FOLLOWING CREDIT CARD INFORMATION (ONLY VISA AND MASTERCARD ARE ACCEPTED):

CARD #: _____
Name as it Appears on card: _____ Signature: _____
AMOUNT TO BE CHARGED: _____ Expiration Date: _____

LOWE'S MOTOR SPEEDWAY USE ONLY: Approval Code: _____

LOWE'S MOTOR SPEEDWAY, P.O. BOX 600 CONCORD, NC 28026

FOR OFFICIAL LOWE'S MOTOR SPEEDWAY USE ONLY
APPROVED BY: _____

2008 SUMMER SHOOTOUT MEMBERSHIP AND LICENSE APPLICATION
MEMBERSHIP AND LICENSE, IF APPROVED, EXPIRES AUGUST 31, 2008

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 and a license to participate in Charlotte Motor Speedway, LLC a/k/a Lowe's Motor Speedway (LMS)-sanctioned activities in the category indicated on the reverse side.

INEX RULE BOOK. I am familiar with the current INEX 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 Lowe's Motor Speedway (LMS) of not less than Five Hundred Dollars (\$500) and suspension or termination of the membership and license. In addition, I will INDEMNIFY Lowe's Motor Speedway 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 LMS and that I will not become an agent or employee of LMS as a result of LMS's approval of my application. I further certify that, with respect to any activities in which I engage as a member and licensee of Summer Shootout, 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 Summer Shootout 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. LMS, its duly authorized agents and assigns, may use, on a non-exclusive basis, my name, likeness and performance, including photographs, images and sounds of me and/or any vehicle(s) with respect to which I compete in LMS-sanctioned events, in any way, medium or material (including but not limited to 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 LMS, sales and other commercial projects, and the like) for promoting, advertising, or reporting any LMS-sanctioned event, or related telecast or programming, before, during and after such event, and I do hereby relinquish to LMS in perpetuity all rights thereto for such purpose.

BROADCAST AND OTHER RIGHTS. I acknowledge that LMS 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, online services authorized by LMS, 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 Summer Shootout event and that LMS is and shall be the sole owner of any and all copyrights, and 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 or during any LMS event. In addition to the extent not already owned by LMS, I hereby assign to LMS 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 LMS, to protect, perfect or effectuate LMS's ownership or other interest in these rights. I agree not to take any action, nor cause others to take any action, not enter in to any third part agreement which would contravene, diminish, encroach or infringe upon these LMS rights.

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 LMS Official, and/or the depositing of accompanying funds by LMS, does not constitute approval of this application, and that all applications must be approved by Lowe's Motor Speedway Summer Shootout, P.O. Box 600, Concord, NC 28026. I warrant that all of the information provided herein is true and accurate.

SIGN HERE →

APPLICANT'S LEGAL SIGNATURE IN INK

DATE

Application Received by (Name of Official)

**RELEASE AND WAIVER LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
GOOD FOR ALL SUMMER SHOOTOUT RELATED EVENTS DURING JUNE 1, 2008 THROUGH AUGUST 31, 2008**

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 any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the 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 has 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, WAIVES, 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 THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENTS(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. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATION 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 RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of 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 COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGN HERE →

APPLICANT'S LEGAL SIGNATURE IN INK

DATE