

ALTUS MOTOR SPEEDWAY COMPETITION LICENSE APPLICATION 2006

Return to: Altus Motor Speedway LLC, 521 Rancho Estates Blvd., Yukon OK 73099

LICENSE TYPE

All memberships will be for one calendar year January 1st to December 31st. AMS reserves the right to refuse membership to any individual, partnership or corporation. AMS also reserves the right to test any driver prior to issuing a license. A license will be required to compete or enter pit area. This is a contract, by signing this form you are agreeing to abide by all rules and regulations.

- \$20 HORNET driver (this license is good for HORNET class only).** Car # _____
- \$25 CHARGER driver (good for Charger & Hornet classes).** Car # _____
- \$30 BOMBER driver (good for Bomber, Charger & Hornet classes).** Car# _____
- \$40 SUPER STOCK driver (good for all classes)** Car# _____
- \$15 NON-DRIVER owner or pit crew** Car# _____

GENERAL INFORMATION

First Name	<input type="text"/>	Middle Initial	<input type="text"/>	Last Name	<input type="text"/>	Circle One	OWNER DRIVER ONLY	OWNER ONLY	DRIVER ONLY	PIT ONLY	CREW
Address 1	<input type="text"/>				Address 2	<input type="text"/>					
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>	Drivers License #	<input type="text"/>				
Email	<input type="text"/>			SSN or FEIN	<input type="text"/>						
Home	<input type="text"/>	Work	<input type="text"/>	Fax	<input type="text"/>	Cell	<input type="text"/>	Birthdate	<input type="text"/>		

Insurance Altus Speedway does not provide any kind of insurance for drivers or crew. It is **STRONGLY** recommended that you have your own medical and liability insurance! Ambulance rides are not covered by our insurance.

Your private Insurance carrier	<input type="text"/>	Rep.	<input type="text"/>
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Emergency Contact Information

 Who should we contact in the case of an emergency

Name	<input type="text"/>	Phone	<input type="text"/>
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I am the applicant identified above and hereby apply for a license. I acknowledge that I am familiar with the rules of AMS and agree to abide by the current rules of AMS as may be amended from time to time. I understand that this license is not transferable and may be suspended by AMS pursuant to the provisions of the AMS rule book as it maybe amended from time to time.

I further certify that I am an independent contractor and not an agent, servant or employee of AMS, and that I will retain such status as an independent contractor in the event my membership and license application is approved by AMS. I acknowledge and assume all responsibility 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 AMS license holder, including but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes.

ADVERTISING AND PROMOTIONAL RELEASE: AMS, its duly authorized agents and assigns, may use the APPLICANT'S name, likeness, and photographs of the APPLICANT or the APPLICANT'S vehicles, including photographs of the APPLICANT or the APPLICANT'S vehicles taken during the EVENT(S), in any way, medium or material, for promoting advertising, recording or reporting any AMS EVENT(S) before, during and after such EVENT(S), including but not limited to sales and other commercial projects, television and radio broadcasts, film production, videotape reproductions, transmissions over the Internet and public and private online services authorized by AMS, and the like, and do hereby relinquish all rights thereto for these purposes.

I am applying for a license and hereby enclose \$_____ as my annual license fee for the year 2006.

I understand that acceptance of this license application and fee by a AMS Official does not constitute approval of this application, and that all applications must be approved by Altus Motor Speedway management.

 X _____ / ____ / 2006
APPLICANT'S LEGAL SIGNATURE DATE
(In ink preferred; if a business entity, indicate the title of the person signing for the business entity)

 X _____ / ____ / 2006
Application received by (Name of Official)

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IMPORTANT: THE REVERSE SIDE OF THIS APPLICATION MUST BE FULLY COMPLETED BY THE APPLICANT BEFORE THE APPLICATION WILL BE CONSIDERED FOR APPROVAL. 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 area, 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), 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 such restricted areas, and will continuously thereafter, inspect such restricted areas 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 areas or areas and his/her participation, if any in the EVENT(S) constitutes an acknowledgment 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 immediately advise the officials of such and will leave the restricted areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any of the subdivisions thereof, track operator, track owner, official, vehicle owner, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees 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 or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the 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 purpose participating in the EVENT(S);

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 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 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).

EACH OF 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. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by notwithstanding, continue in full legal force and effect. The applicant acknowledges that he/she has been advised that auto racing is a dangerous activity and has so advised his/her next of kin.

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.

X _____ Date _____

APPLICANT'S LEGAL SIGNATURE (In ink preferred; if a business entity, indicate the title of the person signing for the business entity)

MINOR'S RELEASE

IF THE APPLICANT IS A MINOR UNDER THE LAWS OF HIS OR HER STATE OF RESIDENCE, THE APPLICANT MUST ALSO SUBMIT, WITH HIS OR HER APPLICATION, A FULLY EXECUTED AND SIGNED MINOR'S RELEASE. THIS MINOR'S RELEASE MUST BE SIGNED BY THE APPLICANT'S NATURAL FATHER AND MOTHER OR BY A COURT APPOINTED LEGAL GUARDIAN. AMS HAS THE RIGHT, BUT NOT THE OBLIGATION, TO APPROVE THE APPLICATION OF ANY APPLICANT UNDER 18 YEARS OF AGE.

IN CONSIDERATION of being allowed to participate in any way in the motorsport EVENT(S) and activity indicated above and/or being permitted to enter for any purpose any restricted area (herein defined as any area wherein admittance to the general public is prohibited), the natural parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. I/we am/are the natural parent(s) or legal guardian(s) of the minor participant named below.

2. I/we will instruct the minor participant that prior to participating in the above motorsport activity or EVENT(S), he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate.

3. I/we fully understand and acknowledge that:

(A) There are risks and dangers associated with participation in motorsport EVENT(S) and activities which could result in bodily injury, partial and/or total disability, paralysis and death.

(B) The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.

(C) These risks and dangers may be caused by the action, inaction, negligence or otherwise of the participant or the action, inaction, negligence or otherwise of other, including, but not limited to, the "Releasees" named below.

(D) There may be other risks not known to us or not reasonably foreseeable at this time.

4. I/we accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence or otherwise of the "Releasees" named below.

5. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoter, participants, racing association, sanctioning organization or any of the subdivisions thereof, track operator, track owner, official, vehicle owner, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees 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, my/our personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages on account of injury, including but not limited to the death of the participant or damage to property, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.

6. On behalf of the participant and individually, the undersigned natural parent(s) and/or legal guardian(s) for the minor participant execute(s) this Waiver and Release. If, despite this release, the participant makes a claim against any of the "Releasees," the natural parent(s) and/or legal guardian(s) will reimburse the "Releasees" and their insuring company for any money which they have paid to the participant, or on his/her behalf, including legal fees and hold them harmless.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENT.

DATED at _____ this _____ day of _____ A.D. 20 _____

Name of Minor Participant

IN THE PRESENCE OF:

1. X _____ (Witness)

X _____ Signature of natural Father

X _____ Signature of Natural Mother

2. X _____ (Witness)

X _____ Signature of Court-Appointed Legal Guardian