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2021 NASCAR COMPETITION MEMBERSHIP AND LICENSE APPLICATION

PER EVENT (PEL)

NASCAR Whelen Modified Tour

APPLICANT MUST PRINT AND CAREFULLY COMPLETE ALL PAGES 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, One Daytona Boulevard, Daytona Beach, FL 32114. **If the applicant is under 19 years of age of younger, the applicant MUST also submit a fully executed NASCAR Addendum A (Minor Release),** available from NASCAR or online at NASCARmembers.com. See also minimum age requirements in the NASCAR Rule Book.

If approved by NASCAR, this membership and license will be in effect from the period of commencing twenty four (24) hours prior to the beginning of the first series registration and ending twenty four (24) hours after the last scheduled series activity. The member will have the rights and responsibilities in the NASCAR Rule Book ("Rule Books") of licensed NASCAR members during the Event as long as he/she is a member in good standing. At the conclusion of the membership and license will expire; the applicant will no longer be a NASCAR member; and all rights and responsibilities stipulated in the Rule Book will expire at that time. All Releases, the Release and Waiver of Liability and Indemnity Agreement, and any applicable Minor's Releases executed survive the expiration of the membership. At any time during the Event, the applicant may apply for a full annual NASCAR membership effective for the remainder of the same calendar year by submitting the appropriate NASCAR membership and license application forms and fees. A Per Event membership and license will not be granted to any former NASCAR member who still has an outstanding Penalty per the Rule Book. If there is any conflict between the Rule Book and this Per Event membership and license application, all determinations regarding such conflicts will be made solely by NASCAR.

Track Name:

Event Name:

PERSONAL INFORMATION

Last Name:

First Name:

Middle Initial:

Last 5 digits of social security #: -

Gender:

Male

Female

Date of Birth:

Cell Phone:

Business Phone:

Email Address:

Mailing Address:

City:

State:

Zip:

Employer:

In Case Of Emergency Notify:

Phone:

"PER EVENT" All Member Applicants **MUST** fill in Car Number



Driver

Car Number:

Application \$100.00



Owner

Car Number:

Application \$100.00



Crew

Car Number:

Application \$60.00

PLEASE MAKE CHECK PAYABLE TO 'NASCAR EVENT MANAGEMENT, LLC' IN U.S. DOLLARS

OPTIONAL Ethnicity / Race (Select One)

NASCAR is committed to ensuring that people from all backgrounds feel welcome to participate in our sport. NASCAR continues to place an emphasis on diversity, an important element that is helping to grow our sport. To gain a better understanding of the make-up of today's NASCAR membership, we ask that you fill out the information in this panel. Supplying this information is completely voluntary and will have no bearing on the acceptance or denial of your membership. Any information provided on this application and within this panel, will be kept confidential and may only be used in accordance with the law.

- White Black / African American Hispanic / Latino Asian Native Hawaiian / Other Pacific Islander American Indian / Alaska Native Other

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PAGE 2 OF 3

Last Name:

First Name:

Middle Initial:

I am the applicant identified on the reverse side of this application. I hereby apply for a NASCAR membership, license and annual credential 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, including access to restricted areas during Events.

NASCAR RULE BOOK. I will make myself familiar with the current NASCAR Rule Book, and I understand that the most current version of that Rule Book will be online at the NASCAR Members website www.nascarmembers.com, and I agree to abide by such rules as they may be amended from time to time. This includes, but is not limited to, abiding by the NASCAR Substance Abuse Policy. Specifically, I HEREBY GIVE CONSENT to NASCAR and its designated agents to collect blood, urine, saliva, hair, and breath specimens from me and/or my body; and to test those specimens for the presence of alcohol, adulterants, and/or any prohibited substances under NASCAR's Substance Abuse Policy; and to conduct such other tests as NASCAR deems necessary from time to time to determine whether or not use of any prohibited substance as defined by the Policy causes me to have a competitive advantage, or a diminished or impaired ability to race in, participate in, or officiate at a NASCAR Event. I certify that I have read and understood the current NASCAR Substance Abuse Policy and all amendments thereto. I recognize that the NASCAR Substance Abuse Policy promotes the integrity of NASCAR-sanctioned racing and the safety of NASCAR Competitors, Officials, and spectators. Accordingly, I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS the National Association for Stock Car Auto Racing, LLC, its parent, subsidiaries and affiliated companies, and each of their respective officers, employees, directors, agents, and such testing facilities and Medical Review Officers as NASCAR retains or selects in connection with implementation of the Policy, as well as the officers, employees, and agents of each of them, and any other persons or entities against whom I might have a claim, from and/or for claims, damages, losses, or expenses of any kind, whether caused by negligence or otherwise, arising out of the implementation of the Policy, or any act or omission in connection therewith, including and without limitation, the testing of specimens and the publication of the test results and circumstances giving rise to such test or tests to any third party or parties by NASCAR or said testing facilities or said Medical Review Officers, as well as the officers, employees, and agents of each of them, or any other persons or entities.

SCOPE OF PERMISSION. I understand that the annual credential issued pursuant to this application solely permits me to enter into the track premises, and the garage and pit area, during NASCAR-sanctioned events for the Series designated on the front of this application for the 2021 calendar year in accordance with the rules and procedures for access as they may be established by NASCAR from time to time. NASCAR may require that I carry certain identification, be accompanied by certain individuals, depart such areas, take certain actions, or refrain from taking certain actions, and I agree to abide by NASCAR's directives in that regard.

NO TRANSFER. I understand that my membership, license, and credential are personal to me, that I may not transfer or give it to any other person or entity.

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 approval 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, 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 cause others 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 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.

PRIZE MONEY. I understand that all NASCAR-sanctioned Events shall be contested for a guaranteed finishing position purse as set forth in the Official Entry Blank, and I agree to abide by decisions of NASCAR in establishing the amount of prize money for each Event. Prize money in all Events that is won by a driver and/or any other eligible competitor of a particular team shall be paid by NASCAR to the team owner. The team owner, and not NASCAR, shall be solely responsible for the distribution of such prize money to the driver and/or other eligible competitor(s), and the sole recourse of such driver or other competitor(s) shall be against the team owner.

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, One Daytona Boulevard, Daytona Beach, Florida 32114. I warrant that all of the information provided herein is true and accurate.

SIGN HERE: _____

DATE: _____



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PER EVENT (PEL)
NASCAR Whelen Modified Tour

Last Name:

First Name:

Middle Initial:

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 (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), 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 acknowledgment 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, SUPPLIERS, 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), AND EACH OF THEIR RESPECTIVE 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 of the "RELEASEES", while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for or for any purposes 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 the negligence of the "RELEASEES".

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF "RELEASEES" 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 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.

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: _____ **DATE:** _____