

## RELEASE AND INDEMNITY AGREEMENT

### *PLEASE READ CAREFULLY AND SIGN AS INDICATED*

In consideration of this Competitor License, which will authorize me to have access to certain ASA Late Model Series, official sanctioned event race track premises, including certain restricted areas, spectator viewing and parking areas, and all other areas requiring a ticket or credential for admission (in each instance, the "Track"), I agree to the following conditions:

1. **Advertising and Promotion Release and Assignment.** I understand and agree for myself and each third party I represent that ASA Late Models exclusively and in perpetuity owns, in connection with any and all ASA Late Models, official sanctioned functions and activities at a Track, including without limitation, promotions, open tests, practices, qualifications, races and award ceremonies as well as in connection with any and all other ASA Late Models, events, (collectively, the "Event"), any and all rights to commercially exploit such Event and ASA Late Models, including all rights to all photographs, video reproductions, audio reproductions, films or still and/or motion pictures, images, sounds, data (including without limitation in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews and timing and scoring information), radio and television broadcasts and other reproductions or depictions of any such Event or any portion thereof, including without limitation pictures, images and sound of me and/or any vehicle(s) relating to my participation in the Event, alone or with others, through any and all media whether now known or hereafter discovered, and to copyright, reproduce, distribute, display, perform, sell, license, and otherwise dispose of the same for any purpose whatsoever, including the advertising and exploitation thereof, together with alterations and derivative works of each of the above. I hereby assign to ASA Late Models, exclusively and in perpetuity any and all rights described herein. I hereby grant to ASA Late Models, a non-exclusive, perpetual license to use my rights of publicity for the purpose of promoting the Event and ASA Late Models. I represent and warrant to ASA Late Models, that as of the date of this Agreement, I have not granted any third party the rights described herein. I agree to take all steps reasonably necessary, and all steps requested by ASA Late Models, to protect, perfect or effectuate ASA Late Models, ownership and other interest in these rights. Without limiting the foregoing rights of ASA Late Models, I agree that the ASA Late Models may assign or sublicense these rights to the promoter of an Event ("Event Promoter") and the members, successors, affiliates, and assigns of ASA Late Models. 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 ASA Late Models rights. Further, I agree that I will not reproduce, sell or otherwise use or exploit any photograph, film, video, audio, depiction or reproduction of the Track or ASA Late Models, or the Event Promoter's trademarks, name, events or other property, or assist another party in doing any of the foregoing, without ASA Late Models, and the Event Promoter's prior written consent.

2. **Consent and Liability Release.** I understand that my presence on the premises of the Track and my participation in the Event can expose me to dangers both from known risk and unanticipated risk. Acknowledging that such risk exists, I, for myself, my heirs, personal representatives and assigns, hereby release, discharge and hold harmless ASA Late Models, the Event Promoter, Track owner and/or licensee, and race participants, and their officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates from any and all claims or liability for personal injury, including death, or property damage I may suffer while on the premises of the Track or in any way resulting from, arising in connection with, or related to the Event, including, but not limited to, any claims arising out of any condition of the premises of the Track or the conduct of any person in connection with the preparation for, supervision of, or conduct of any Event or Event-related activity. I specifically release ASA Late Models, the Event Promoter, Track owner and/or licensee, and race participants, and their officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates, for the negligence, in any form, of ASA Late Models, and/or the Event Promoter and/or Track owner and/or licensee and/or race participants and/or the officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates of ASA Late Models, the Event Promoter, Track owner and/or licensee, or race participants (collectively, "Released Parties"). In signing this release, **I FULLY RECOGNIZE THAT IF I AM HURT AND/OR MY PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE TRACK AND/OR IN CONNECTION WITH THE EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MY DEATH, INJURY OR DAMAGE.** The term "race participant" shall include any person or entity along with their representatives, agents, employees, and affiliates that are in any way associated or connected with the Track or Event including but not limited to track owners, race promoters, racing associations, sanctioning organizations, officials, entrants, car owners, drivers, pit crew members, safety crew members, medical personnel, sponsors, manufacturers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area.

3. **Indemnification.** I agree to indemnify and hold harmless ASA Late Model Series, the Event Promoter, Track owner and/or licensee, and/or race participants, together with the officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates of ASA Late Models, the Event Promoter, Track owner and/or licensee, and/or race participants, for all lawsuits, claims, damages, costs and attorneys' fees which arise out of my presence on the premises of the Track and/or my violation or my representative's violation of any provision of this Agreement, including, but not limited to, the transfer or attempted transfer of my license. This provision will apply regardless of whether or not the lawsuit, claim, damages, costs and/or attorneys' fees arise out of the negligence of any of the indemnities. As I am releasing any claim my family, guardian, representative and/or estate might wish to make by reason of my injury or

death, this indemnity provision shall specifically apply to such actions on my behalf and/or any such actions resulting from my injury or death.

4. **Medical Release.** I understand that ASA Late Models may require me to complete a medical history form and/or complete and pass a medical examination as prescribed by ASA Late Models, to determine my physical and psychological fitness to receive a license and to submit to random, unannounced drug testing if requested. I further understand that I am required to notify medical personnel at any time during the race season if I take, or am prescribed to take, any drugs or medication (whether or not prescription drugs or medication) and/or if I am diagnosed with any medical condition. I hereby agree to waive any and all claims regarding such testing, including without limitation claims of invasion of privacy and/or breach of confidentiality of information relating to testing and testing results.

Signature:

Printed Name:

Date Signed:

**Return this Application to:** ASA Late Model Series  
7360 Elm  
Lexington, MI 48450  
(800) 385-2503, Fax (810) 359-5985

**FOR ASA LATE MODEL SERIES USE ONLY**

Member No.: \_\_\_\_\_ Card Printed: \_\_\_\_\_  
Car#: \_\_\_\_\_  
Entry: \_\_\_\_\_  
Inside ASA: \_\_\_\_\_

**ASA LATE MODEL SERIES  
2007 LICENSE APPLICATION  
7360 Elm, Lexington, MI 48450**

*- Please Type or Print -*

Full Legal Name: \_\_\_\_\_  
First Last Social Security No.

Street Address:

City/State/Zip Code:

Email Address: \_\_\_\_\_ Mobile Number: ( )

Home Phone Number: ( ) \_\_\_\_\_ Company/Affiliation:

Date of Birth: \_\_\_\_\_ Spouse Name:

Gender: Male ( ) Female ( )

Business Phone Number: ( ) \_\_\_\_\_ Business Fax: ( )

**Please Circle the Appropriate Box:**

- Registration fee:**
1. North or South Division: \$300 licenses includes driver and owner
  2. Challenge Division: \$400 licenses includes driver and owner
  3. All Division Crew Chief License - \$50
  4. All Division ASALMS Spotter's License - \$50
  5. All Division Crew members \$50  
(Challenge Division crew must be licensed if they will be over the wall)
  4. All Division Driver/Owner - \$900

North Division: \_\_\_ Owner \_\_\_ Driver \_\_\_ Crew Member \_\_\_ Crew Chief \_\_\_ Spotter \_\_\_ Media  
South Division: \_\_\_ Owner \_\_\_ Driver \_\_\_ Crew Member \_\_\_ Crew Chief \_\_\_ Spotter \_\_\_ Media  
Challenge Division: \_\_\_ Owner \_\_\_ Driver \_\_\_ Crew Member \_\_\_ Crew Chief \_\_\_ Spotter \_\_\_ Media  
Amount Paid: \_\_\_\_\_  
Check # \_\_\_\_\_ Credit Card # \_\_\_\_\_ Exp Date: \_\_\_\_\_

**Please fill in the Team/Owners information regarding payment of Purse/Awards and Tax information**

Owner/Team Name: \_\_\_\_\_ SS# or Fed. ID. No:

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:

I hereby apply to ASA Late Model Series, ("ASA Late Models") for a 2007 Competitor License as specified on this application. I understand that if this 2007 Competitor License Application ("Application") is accepted by ASA Late Models, this Application, including the Release and Indemnity Agreement on the reverse side of this Application, will become a binding agreement between ASA Late Models and me ("Agreement"). I acknowledge that I have been provided with a copy of the 2007 ASA Late Models, Rule Book ("Rules") which is incorporated herein by reference and also becomes a part of the Agreement, I will read the Rules, and I agree to abide by the Rules. I understand that my license is not transferable and may be suspended or revoked by ASA Late Models, pursuant to the Rules. I also agree that the Agreement, including my license, interpretation or application of the Rules, and/or interpretation or application of the Release and Indemnity Agreement is governed by Michigan law. The exclusive jurisdiction as to any action that involves the Agreement, including my license, interpretation or application of the Rules, and/or interpretation or application of the Release and Indemnity Agreement shall be a federal or state court residing in Sanilac County, Michigan.

I understand ASA Late Models, may require me to provide an official government-issued photo identification containing date of birth at any time. I understand that in the event that I am under 18 years old as of the date of this Agreement, I shall be required to submit a fully executed Minor's Consent and Liability Release with my Application. I agree that in the event my Application is approved by ASA Late Models, the resulting agreement will create an independent contractor relationship with ASA Late Models, 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 an ASA Late Models, member including, but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes.

I hereby apply to ASA Late Models for a Competitor License and enclose the required fee payable to ASA Late Models. I understand that my Competitor License expires on December 31, 2007. I further understand that my Competitor License is the property of ASA Late Models and in the event of a disciplinary action by ASA Late Models or a determination by ASA Late Models, that I have violated this Agreement or any of the Rules, including but not limited to, a determination by ASA Late Models, that I have provided false, incomplete or misleading information, it must be surrendered upon demand by ASA Late Models in ASA Late Models, discretion.

I certify that the information supplied by me on this Application is true and correct.

Signature: \_\_\_\_\_ Date Signed:

***All 2007 Competitor License Applications must be completely filled out and accompanied by the required fee. The Release AND INDEMNITY AGREEMENT on the back page of this application must be signed. Each Application requires review and approval by ASA Late Models, and may be rejected in the discretion of ASA Late Models.***