



# UNITED STATES AUTO CLUB

2015 .25 MIDGET FAMILY COMPETITION LICENSE

## APPLICATION FOR ANNUAL FAMILY MEMBERSHIP & AUTHORIZATION FOR PUBLICITY USEAGE

## ANNUAL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

APPLICATION. I hereby apply for a license from the United States Auto Club, Inc. (USAC) of the type specified on this license. I certify that the information supplied by me on this license is true and correct and may be relied upon by USAC. I understand that a license is subject to the Official Competition Rules of USAC. If my application is approved by USAC I agree to be bound by such Official Competition Rules and agree that decisions by USAC and/or interpretation of rules will be governed exclusively by the administrative review and appeal procedure set forth in such rules.

CERTIFICATIONS. I certify that I am 18 years of age or older. (In consideration of the acceptance by USAC of this application an applicant who has achieved the age of 18 but has not achieved the age of majority in the state where the applicant resides, must have a parent or natural guardian sign this application, authorization, release and waiver of liability.) I certify that I am not an employee of USAC. I certify that I will assume all responsibility for all charges, premiums and taxes, if any, payable on any funds that I may receive as a result of my competitive activities, including without limitation, social security taxes, unemployment insurance taxes, compensation insurance, income taxes and withholding taxes.

ACKNOWLEDGMENT. I hereby acknowledge and agree that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape or sound reproductions taken, made, transmitted, reproduced, or used for any USAC sanctioned event, including practice, qualifications, the race, awards ceremonies or other event associated with the racing event, and also including but not limited to pictures and sound of me alone or with other persons, with or without racing equipment, as well as any and all receipts there from, and any transcription thereof.

AUTHORIZATION FOR PUBLICITY USAGE. I agree that USAC, or its assigns, on a non-exclusive basis, may use my name and pictures, including pictures of my racing equipment and pictures taken at an y USAC sanctioned event for publicity purposes, but not for commercial sponsorship of any product.

Please Sign Below And Complete Member Information On Reverse Side Of Form.

**Include \$100 Family Member Fee With Application**

In consideration of being granted a license and 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 areas, infield, garage areas, and all walkways, roadways, concession areas and other areas appurtenant to any area where any activity related to the competitive racing event shall take place):

RELEASE AND WAIVER OF LIABILITY: I, for myself, my heirs, next of kin, personal representatives and assigns, hereby release, waive, discharge and covenant not to sue the United States Auto Club, Inc. (USAC), its successors and assigns, the race organizer presenting USAC sanctioned events, the owners and lessees of premises on which USAC sanctioned events, including car owners, drivers, mechanics, pit crews, and any persons in any restricted area, promoters, sponsors, advertisers, manufacturers of all racing equipment upon the premises, and the officers, directors, officials, representatives, agents and employees of all of them (all of whom for the purposes herein are referred to as "releasees") from all liability, loss, claims, demands, possible causes of action, court costs, attorneys' fees and other expenses arising from any lawsuit that may otherwise accrue from any loss, damage or injury (including death) to my person or property in any way resulting from, or arising in connection with, or related to, any sanctioned event, and whether arising while engaged in competition or in practice or preparation therefore, or while upon, entering or departing from said premises, from any cause whatsoever including without limitation, the failure of anyone to enforce rules and regulations, failure to make inspections, or the negligence of releasees or other persons.

ASSUMPTION OF RISK. I know the risk to myself and property, both from known risk and unanticipated risk, while in or upon the restricted area or while participating or assisting in a sanctioned event, and I do so willingly, voluntarily and in reliance, not upon the property, equipment, facilities and existing conditions furnished by others, but upon my own judgment and ability, and I thereby assume all risk of loss, damage or injury (including death) to myself and my property from any cause whatsoever and whether or not attributable to the negligence of releasees or other persons.

INDEMNITY AGREEMENT. I hereby agree to indemnify 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, whether caused by the negligence of releasees or other persons.

HANDLER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SPOUSE SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**2015 FAMILY MEMBER INFORMATION (Must Attach Birth Certificates for Minors)**

Parent/  
Guardian Name #1 \_\_\_\_\_ Date of Birth \_\_\_\_\_

Parent/  
Guardian Name #2 \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone (H) \_\_\_\_\_

Phone (Cell) \_\_\_\_\_ Email Contact \_\_\_\_\_

Email Contact \_\_\_\_\_

**\*\*Local USAC Club\*\*:** \_\_\_\_\_

**DRIVER 1**

Full Name \_\_\_\_\_ M/F \_\_\_\_\_ Birth Date \_\_\_\_\_ E m a i l \_\_\_\_\_

Address \_\_\_\_\_ Rookie Y/N \_\_\_\_\_

**DRIVER 2**

Full Name \_\_\_\_\_ M/F \_\_\_\_\_ Birth Date \_\_\_\_\_ E m a i l \_\_\_\_\_

Address \_\_\_\_\_ Rookie Y/N \_\_\_\_\_

**DRIVER 3**

Full Name \_\_\_\_\_ M/F \_\_\_\_\_ Birth Date \_\_\_\_\_ E m a i l \_\_\_\_\_

Address \_\_\_\_\_ Rookie Y/N \_\_\_\_\_

**ALTERNATE HANDLER (FREE- PERSON OTHER THAN PARENT/GUARDIAN)**

Name: \_\_\_\_\_ Email \_\_\_\_\_

Address: \_\_\_\_\_ Birth Date: \_\_\_\_\_

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

**ALTERNATE MEMBER (\$25.00 Fee) Name: \_\_\_\_\_**

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone (H) \_\_\_\_\_

Phone (Cell) \_\_\_\_\_ Email Contact \_\_\_\_\_ E m a i l \_\_\_\_\_

Contact \_\_\_\_\_

All license applications must be completely filled out and accompanied by the required fees. The Waiver and Release of Liability on the front side of form MUST be signed. Each application required review and approval by the USAC Director of Competition and endorsed by the local USAC Club Officers.

Approved: \_\_\_\_\_

**USAC Director of Competition**

Approved: \_\_\_\_\_

**USAC Club President or Secretary**

**PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

**ALL USAC SPONSORED RACE EVENTS FOR THE 2015 YEAR**

IN CONSIDERATION of my minor child(ren) \_\_\_\_\_ ("the Minor(s)") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (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), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I have PERSONALLY INSTRUCTED OR PROVIDED FOR INSTRUCTION TO the Minor regarding safe operation of all equipment necessary for participation in the Event(s) and CAN PERSONALLY ATTEST to Minor's ability to safely operate all such equipment.
3. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
4. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
5. TO HEREBY RELEASE, DISCHARGE AND COVENANT 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 or event inspectors, surveyors, underwriters, consultants and 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 them, their directors, officers, agents, and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES, KNOWN OR UNKNOWN, ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

6. I understand that Section 1542 of the California Civil Code provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I, being aware of and familiar with this provision, intend that this RELEASE shall release and extinguish each and every claim, demand, and cause of action specified in this RELEASE, including claims, demands and causes of action I and/or the Minor do not know or suspect to exist in my and/or the Minor's favor (if any) at the time I execute this RELEASE; and in furtherance of this intention, I and the Minor hereby expressly waive any and all rights and benefits conferred by the provisions of Section 1542 as well as by any other statutes or common law principles of similar effect.

7. I, the Minor, my and the minor's personal representatives, assigns, heirs, and next of kin, WILL NOT MAKE ANY ATTEMPT TO AVOID, or otherwise undermine, THIS WAIVER AND RELEASE OF RIGHTS.
8. To notify the United States Auto Club, Inc. (USAC) of ANY AND ALL POTENTIAL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY PARTICIPATION IN THE EVENT(S) AND/OR ENTRY INTO RESTRICTED AREAS within thirty (30) days after the date I, or the Minor, knew or could reasonably have had knowledge of the event giving rise to the claim, demand, loss, or damage.
9. That if, despite this RELEASE, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEYS FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
10. I have obtained insurance which: (a) is SEPARATE AND DISTINCT from any insurance policy or policies otherwise retained by the "Releasees"; (b) covers ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO, OR AS A RESULT OF CONDUCT BY, ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY PARTICIPATION IN THE EVENT(S) AND/OR ENTRY INTO RESTRICTED AREAS, INCLUDING, but not limited to, NEGLIGENCE OF THE RELEASEES, ME, THE MINOR, OR OTHERWISE; and (c) will be the PRIMARY INSURANCE responsible for covering ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES, KNOWN OR UNKNOWN, ON ACCOUNT OF ANY INJURY TO, OR AS A RESULT OF CONDUCT BY, ME OR THE MINOR including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY PARTICIPATION IN THE EVENT(S) AND/OR ENTRY INTO RESTRICTED AREAS, INCLUDING, but not limited to, NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

11. That if, despite this RELEASE, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees", SUCH CONTROVERSY OR CLAIM AGAINST RELEASEES shall be SUBMITTED FIRST TO VOLUNTARY MEDIATION, and if mediation is not successful, THEN TO BINDING ARBITRATION, in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this agreement. Judgment on any arbitration award may be entered in any court having jurisdiction.
12. That if, despite this Release, I, the Minor, or anyone on the Minor's behalf, makes a claim in a court of law against any of the "Releases", such claim shall be brought in state or federal court in MARION COUNTY, INDIANA.
13. I understand that the validity and interpretation of this Agreement will • determined under INDIANA LAW.
14. In signing this Agreement, I have relied solely upon my own or my counsel's own judgment, belief, and knowledge and HAVE NOT RELIED UPON ANY STATEMENT OR REPRESENTATION BY THE "RELEASEES" named above, or their representatives or employees, with regard to the subject matter, basis, or effect of this RELEASE.
15. I FULLY UNDERSTAND AND WILL INSTRUCT the Minor concerning the terms of this agreement.
16. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

***I HAVE READ THIS RELEASE***

_____	_____	_____
SIGNATURE OF PARENT/GUARDIAN	PRINTED NAME OF PARENT/GUARDIAN	DATE
_____	_____	_____
SIGNATURE OF PARENT/GUARDIAN	PRINTED NAME OF PARENT/GUARDIAN	DATE
_____	_____	_____
SIGNATURE OF WITNESS	PRINTED NAME OF WITNESS	DATE