

2022

PARTICIPANT MEMBERSHIP & LICENSE APPLICATION



APPLICANT MUST PRINT AND CAREFULLY COMPLETE ALL PAGES OF THIS APPLICATION

APPLICANT'S LAST NAME: _____ FIRST NAME: _____

MAILING ADDRESS: _____ LOT #: _____ APT #: _____

CITY: _____ STATE: _____ ZIP CODE: _____

DATE OF BIRTH: _____ EMAIL: _____
(If Under Age 18, Minor Release required)

WORK/SHOP PHONE: _____ - _____ - _____ CELL PHONE: _____ - _____ - _____ TEAM CAR #: _____

DRIVER'S LICENSE #: _____ STATE: _____

IN CASE OF EMERGENCY, NOTIFY: NAME _____ PHONE: _____ - _____ - _____

EMPLOYER/RACE TEAM: _____ EMPL/RACE SHOP PHONE: _____

EMPL/RACE TEAM ADDRESS: _____ / _____ / _____ / _____
(Street) (City) (State) (Zip)

Renewing ARCA Member? No Yes, License #: _____

All personal information (mailing address, phone, email) not distributed. For ARCA use only.

TYPE OF LICENSE & LICENSE FEES (PAYABLE IN US FUNDS ONLY)
(PLEASE CHECK ONE BOX IN EACH SECTION BELOW)

ARCA CRA / ARCA Midwest Tour

- | | | | |
|---|-------|---|-------|
| <input type="checkbox"/> Driver/Owner - ARCA CRA Super Series | \$350 | <input type="checkbox"/> Driver/Owner - ARCA Midwest Tour | \$350 |
| <input type="checkbox"/> Driver - ARCA CRA Super Series | \$200 | <input type="checkbox"/> Driver - ARCA Midwest Tour | \$200 |
| <input type="checkbox"/> Owner - ARCA CRA Super Series | \$200 | <input type="checkbox"/> Owner - ARCA Midwest Tour | \$200 |
| <input type="checkbox"/> Mechanic - ARCA CRA Super Series | \$100 | <input type="checkbox"/> Mechanic - ARCA Midwest Tour | \$100 |

Flat Rock / Toledo

Type of License

- Driver - FR / TOL \$125
- Owner - FR / TOL \$125
- Driver - Enduro / Factory Stock \$125
- Mechanic - FR / TOL \$100

Division

- LM = Weekly Late Model
- SP = Weekly Sportsman
- F8 = Weekly Figure 8
- SS = Weekly Street Stock
- End = Enduro/Factory Stock

Payment Information

Date Received: _____ Amount: _____ Check #: _____ Cash: _____

Automobile Racing Club of America, LLC
 Hereinafter referred to as "ARCA"
 Mailing Address: P.O. Box 380, Temperance, MI 48182
 Shipping Address: 7980 Lewis Ave., Temperance, MI 48182
 Phone: 734-847-6726 • arcaracing.com

ARCA Office Use Only



LAST NAME: _____

FIRST NAME: _____

2022 ARCA TEAM PARTICIPANT MEMBERSHIP

MEMBERSHIP & LICENSE EXPIRE DECEMBER 31, 2022 (PLEASE READ CAREFULLY AND SIGN AS INDICATED)

I am the applicant identified above. I hereby apply for membership, as indicated on the reverse side, in ARCA and authorize ARCA to represent my interests as they may appear in auto racing matters. I acknowledge that I am familiar with the current rules of ARCA and agree to abide by the current rules of ARCA as they may be amended from time to time. Any member and/or vehicle may be restricted from pit area and competition for any outstanding obligations (fines, debts and/or suspensions). I understand that this license is not transferable and may be suspended by ARCA pursuant to the provisions of the ARCA Rule Book as it may be amended from time to time and I will indemnify ARCA and all related parties for any damages arising in connection with such transfer, lending or use.

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

ADVERTISING PROMOTION AND OTHER PROJECTS RELEASE: ARCA, its duly authorized agents and assigns, may use, on a non-exclusive basis, my name, likeness and photographs of me, my vehicles and / or my team, including photographs of me, my vehicles, and / or my team taken during any ARCA sanctioned racing event in 2022 and all related motorsports activities in and around the premises, locations, and facilities where the racing events and activities are or will be taking place [hereinafter the "EVENT(S)"] in any way, medium or material, (including without limitation by and through television, radio, air wave, cable, and satellite reproductions, transmissions over the internet and public and private on-line services authorized by ARCA and the like) before, during and after the EVENT(S), for promoting, advertising, reporting or recording the EVENT or any other ARCA-sanctioned EVENT, and for sales and other purposes of commerce, and I do hereby relinquish to ARCA in perpetuity, all rights thereto for such purposes.

BROADCAST AND OTHER RIGHTS: I acknowledge that ARCA 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 on-line services authorized by ARCA, 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 ARCA event and that ARCA 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 ARCA Event.

In addition, to the extent not already owned by ARCA, I hereby assign to ARCA 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 ARCA, to protect, perfect or effectuate ARCA'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 ARCA 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 ARCA, in the racing vehicle for each event. I agree to allow any and all equipment relating to audio and video transmissions, as well as timing and scoring information, including, size, location and weight, and use thereof as determined by ARCA, in or on the designated vehicle for each ARCA event, or a weighted device equal to the size, weight, and location of part or all of such equipment if such designated vehicle is not selected to run part or all of such equipment, as determined by ARCA. In addition, I agree to the use of ariel drones above or around competition areas during Events related to video and audio transmissions.

I understand that acceptance of this membership application and fee by any ARCA Official does not constitute approval of this application, and that all applications are not accepted until approved by ARCA Headquarters. I warrant that all information provided herein is true and accurate.

SIGN HERE AFTER READING COMPLETELY (Do not sign until read completely)

Applicant's Legal Signature (in ink)

Date



LAST NAME: _____

FIRST NAME: _____

2022 ANNUAL 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 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, manufacturers, suppliers, advertisers, broadcast and production entities, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, insurers, 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 employers, 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 THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(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 in any way competing, officiating, observing, or working for, or for any purpose participating or 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 and/or property damage, and that his/her heirs and next of kin have been so advised. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS 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 NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the 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.

Applicant's Legal Signature (in ink)

Date

IF APPLICANT IS UNDER 18, A MINOR RELEASE MUST BE COMPLETED AND SIGNED.

**PARENTAL CONSENT, WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK,
INDEMNITY AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT (hereinafter, "Agreement") MUST BE CAREFULLY READ AND VOLUNTARILY SIGNED IN CONSIDERATION OF my minor child's ("the Minor") ability to participate, provide services for, conduct, prepare for or participate in any motorsports or affiliated activities leading up or related to, or otherwise attend or be present at the 2022 NASCAR series events (hereinafter, the "Events") (and hereinafter, collectively, the "Activities"). The undersigned, on behalf of himself/herself, the Minor, the Minor's personal representatives, heirs, and next of kin (hereinafter collectively, the "UNDERSIGNED") hereby:

1. **EXPRESS ASSUMPTION OF RISK:** UNDERSIGNED hereby acknowledges and understands that COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, which continues to evolve rapidly, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There may be other groups of individuals who may have a higher risk for severe illness from COVID-19, even if they do not have serious underlying medical conditions. Much remains unknown about COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, RELEASEES (as defined below) CANNOT GUARANTEE that the Minor will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, the Activities could increase the Minor's risk of contracting COVID-19. By signing this Agreement, UNDERSIGNED acknowledges and will inform the Minor of the extremely contagious nature of COVID-19 and voluntarily assumes the risk that the Minor may be exposed to or infected with COVID-19 from the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. UNDERSIGNED understands and will inform the Minor that the risk of becoming exposed to or infected with COVID-19 by the Minor's participation in the Activities may result from the actions, omissions, or negligence of others and/or UNDERSIGNED, including, but not limited to, the RELEASEES (as defined below). UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown. UNDERSIGNED agrees that there is no liability for an injury or death of UNDERSIGNED participating in Activities if such injury or death results from the inherent risks of contracting COVID-19. UNDERSIGNED expressly assumes this risk by participating in such Activities.

2. **WAIVER AND RELEASE:** UNDERSIGNED hereby **RELEASES, WAIVES, AND FOREVER DISCHARGES**, NASCAR Event Management, LLC (and its parents, affiliates and subsidiaries) or any subdivision thereof, any promoter, participant, racing association, track operator, track owner, officials, vehicle owners, drivers, pit crews, sponsors, suppliers, advertisers (in each case associated in any way with any of the Events), owners and lessees of the premises used to conduct the Event(s), insurers, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the Event(s), and each of their respective parents, subsidiaries, affiliated corporations and entities, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, and all other persons or entities participating or involved in the Events (hereinafter collectively, the "RELEASEES"), from any and all actions, causes of action, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY TO OR RESULTING IN DEATH (including but not limited to INJURY TO OR RESULTING IN DEATH FROM COVID- 19) of the Minor arising out of or related to any of the Minor's presence or participation at Events or Activities (hereinafter, the "RELEASED CLAIMS"). The UNDERSIGNED covenants that the UNDERSIGNED and the Minor shall not directly or indirectly, bring, commence, institute, maintain, prosecute, aid or

fund in any way any action of any kind or otherwise assert against any of the RELEASEES anywhere in the world any Released Claim.

3. **INDEMNITY AND HOLD HARMLESS:** If, despite this release, the UNDERSIGNED, the Minor or anyone on the Minor's behalf makes a claim against any of the RELEASEES, UNDERSIGNED hereby agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS, to the fullest extent permitted by law, the RELEASEES from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys, accountants and other professionals imposed upon, asserted against or incurred by any RELEASEE in connection with, arising out of or relating to (i) any Released Claim or (ii) the Minor's presence or participation at Events or Activities, in each of (i) and (ii), whether caused by the ordinary negligence of the RELEASEES or otherwise and including and/or arising out of the Minor's improper and/or tortious conduct in connection therewith.
4. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** UNDERSIGNED fully acknowledges and understands that **COVID-19 is extremely contagious, and information about COVID-19 is rapidly evolving.** UNDERSIGNED has taken it upon himself or herself and the Minor to be fully informed of the **numerous risks and potential dangers associated with COVID-19**, including **SUFFERING SEVERE PERSONAL INJURY OR DEATH.** UNDERSIGNED acknowledges that he or she has been informed and will inform the Minor that the Minor's **PERSONAL SAFETY AND HEALTH CANNOT BE GUARANTEED.** UNDERSIGNED acknowledges that the Minor's participation in the Events and Activities are completely voluntary, and the UNDERSIGNED and the Minor believe that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19. For more information, please see the Centers For Disease Control and Prevention's site at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>. Do not sign this form unless and until you have made an informed voluntary decision to participate after doing your own research and/or considering your own risks and health condition.
5. UNDERSIGNED understands and will instruct the Minor that it is the Minor's responsibility to do all of the following: (1) exercise caution for his or her own health and safety and follow any CDC or OSHA issued protocols applicable to them (including without limitation those guidelines specifically referenced by NASCAR Event Management, LLC or the promoter for the Events, which meet or exceed CDC recommendations) at Activities; (2) inform employer of any Activities which the Minor does not feel comfortable performing; (3) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Activity; and (4) clear the Minor's participation in advance of any Activity with the Minor's personal physician. UNDERSIGNED also agrees, represents and warrants that he or she will instruct the Minor to not participate in any Activity if the Minor (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath, or new or recent loss of taste or smell, (ii) has a suspected or diagnosed/confirmed case of COVID-19, or (iii) has been tested for COVID-19 and is awaiting test results.
6. UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held invalid, it is agreed that the balance of the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under the laws of the Florida.
7. UNDERSIGNED hereby accepted all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. UNDERSIGNED HAS COMPLETELY READ ALL

THREE PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL ASSUMPTION OF RISK AND RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this Agreement.

PARENT / LEGAL GUARDIAN NAME (PRINT)

DATE

PARENT / LEGAL GUARDIAN SIGNATURE

PRINT NAME OF MINOR

MINOR'S ASSUMPTION OF RISK ACKNOWLEDGE

I have obtained my parent's consent to participant in the Activities at the Events. I understand that I am assuming all of the risks if I contract COVID-19 during the Events and I state the following:

1. My parent and I understand the risks of being exposed to or infected with COVID-19. If, at any time, I feel any physical discomfort, illness or complications while participating in any Activity, I will immediately cease any activity and refuse to participate further in the Events.
2. I UNDERSTAND THAT PARTICIPATING IN THE ACTIVITIES AT THE EVENT MAY INCREASE MY RISK OF CONTRACTING COVID-19 AND SUFFERING SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH.
3. I KNOW THAT THESE RISKS AND DANGERS MAY BE CAUSED BY my own actions or inactions, the actions or inactions of others participating in the Events, or THE NEGLIGENCE OF OTHERS, INCLUDING THOSE PERSONS RESPONSIBLE FOR CONDUCTING THE EVENTS.
4. I ACCEPT AND ASSUME ALL SUCH RISKS OF SUFFERING SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH, and want to be allowed to participate in the Activities at the Events.

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

NAME OF MINOR (PRINT)

DATE

MINOR SIGNATURE

AGE OF MINOR