

## PLEASE READ ALL INFORMATION

1. Please write NEATLY. We want to make sure we have the correct contact information!

<u>2. Memberships CANNOT be sent via email or fax</u>. The original document must be mailed in, or submitted to an INEX or local track official or to an authorized USLCI dealer.

3. If this is your first time submitting a membership application for a minor, please submit a colored copy of the minor's birth certificate. We will keep this document on file for upcoming years.

Page 13 of the membership application is THE MOST IMPORTANT page on the minor's membership form.
Please make sure each parent or guardians' signature is notarized. Your membership will not be active if page
8 is completed incorrectly.

5. If a parent no longer has parental rights or is deceased, please attach proper papers. This includes court documents or a death certificate.

6. If the driver is 17 years of age or younger they MUST have a parent or guardian sign up as an associate member. NO EXCEPTIONS

7. <u>Points will NOT be awarded until the membership application is properly completed!</u> There is a checklist located at the bottom of the first page of the application. Please review the information before submitting to make sure everything is done correctly!

# 8. ALL MEMBERS, MINORS AND ADULTS MUST SIGN THEIR COVID WAIVERS. THEY ARE PAGES 2-6 FOR MINORS AND PAGES 5-6 FOR ADULTS.

If you have any questions please contact Brittany Beck by phone 704-455-6637 or email bbeck@uslegendcars.com



# 2022 INEX MEMBERSHIP APPLICATION

**ONE FORM PER APPLICANT** 

FAXED COPIES CANNOT BE ACCEPTED THIS FORM MUST BE MAILED TO INEX

THE ACCEPTANCE OF THIS APPLICATION AND FEE BY INEX DOES NOT CONSTITUE MEMBERSHIP APPROVAL.

INEX MAY DENY MEMBERSHIP TO ANY APPLICANT FOR ANY REASON

Please make copies of the form if additional copies are necessary

Memberships expire Dec. 31, 2022

Type of Membership (Please check only one box)

Sector 2012 In the participate of complete or complete in a single INEX Division during 2022. IF THE APPLICANT IS UNDER 18 YEARS OF AGE, ONE PARENT/LEGAL GUARDIAN MUST APPLY FOR AN ASSOCIATE MEMBERSHIP. Add \$50.00 for TWO INEX DIVISIONS.

Associate Member/Crew: (\$75.00 US) Open to anyone (except for drivers who plan to participate or compete at any INEX-sanctioned event during 2022) needing access into the pit area during an INEX-sanctioned event (i.e. pit crew, car owner, spouse, parent/legal guardian of driver etc.) Associate members may be eligible for certain benefits including but not limited to, voting, special INEX awards, and discounted pit fees at select INEX-sanctioned events and tracks. Contact INEX headquarters for more information. Benefits are not guaranteed and are subject to change without notice.

#### ALL MINORS MUST HAVE AT LEAST ONE PARENT/GUARDIAN SIGN UP AS AN ASSOCIATE MEMBEI

One Member per Application (Either Member or Associate. ASSOCIATE MEMBERS CANNOT BE ON SAME APPLICATION AS MEMBER.

Applicant ("Wember") Full Nan	ne:			
Address:				
City:			Country:	
Phone (Home)	(Cell)		(Fax)	
Email:		Date of	f Birth:	
Emergency contact:				

#### MEMBERS (DRIVERS) ONLY

. . . . . . . . .

Approval of this application does not constitute approval to compete in an INEX Series Division. INEX may require Applicants to submit a racing resume. Age is defined as Applicants actual age at January 1, 2022. If during the course of the season Applicant becomes eligible for a different Division then Applicant may petition the INEX Competition Director in writing. If becoming a member for 2 divisions, please check both. REFER TO THE INEX RUELBOOK FOR DIVISION SPECIFICS.

Division:

Legend

Pro (Experienced or Expert driver)

Master (40 and older)

Semi Pro (16 and older, Intermediate, or by promotion from Young Lion)

□ Young Lion (12-15) (maximum 2 years in this class) (12 year olds must receive approval from INEX)

#### Additional Awards

Legends Golden Masters (Over 60)

#### PLEASE MAKE SURE YOU HAVE THE FOLLOWING COMPLETED BEFORE TURNING IN YOUR APPLICATION

#### FOR MINORS 17 years of age or younger:

#### ALL PAGES COMPLETED

Page 13 signed by both parents AND notarized Original government issued OR certified colored copy of birth certificate, unless already on file with INEX

Associate Member application for parent or guardian

FOR ADULTS 18 years of age or older: Pages 1-11 completed

Bandolero

Bandit (Ages 8-11)

Outlaw (12 and older)

# **OFFICE USE ONLY**

DATE RECEIVED: \_\_\_\_\_\_ PAYMENT TYPE: \_\_\_\_\_\_ \$: \_\_\_\_\_

DATE ACTIVE: MEMBERSHIP #: \_\_\_

## 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 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 INEX 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, 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 have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, it 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.
- 2. WAIVER AND RELEASE: UNDERSIGNED hereby RELEASES, WAIVES, AND FOREVER DISCHARGES, INEX Corp., U.S. Legend Cars International Inc. (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 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 orrelating to (i) any Released Claim or (ii) the Minor's 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. 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 CANNOT BE GUARANTEED. UNDERSIGNED acknowledges that the Minor's participation in the 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 Center For Disease Control's site at https://www.cdc.gov/coronavirus/2019-nCoV/index.html.
- 5. UNDERSIGNED understands and will instruct the Minor that it is the Minor's responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols (including without limitation those guidelines specifically referenced by INEX or the promoter for the Events) to protect the health of the Minor; (2) inform INEX 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 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 or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.
- 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 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 State of North Carolina.

- 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 RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.
- 8. 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 PARTICIPANTING 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

## WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT

THIS AGREEMENT (hereinafter, "Agreement") MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate, provide services for, conduct activities related to, other otherwise attend or be present at 2022 INEX events (hereinafter, the "Events") (and hereinafter, collectively, the "Activities"). The undersigned, on behalf of himself/herself, his/her personal representative, 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, 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 have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19 at the Events; however, it CANNOT GUARANTEE that UNDERSIGNED will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, the Activities could increase UNDERSIGNED's risk of contracting COVID-19. By signing this Agreement, UNDERSIGNED acknowledges the extremely contagious nature of COVID- 19 and voluntarily assumes the risk that UNDERSIGNED 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 that the risk of becoming exposed to or infected with COVID-19 by 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.
- 2. WAIVER AND RELEASE: UNDERSIGNED hereby RELEASES, WAIVES, AND FOREVER DISCHARGES, INEX Corp., U.S. Legend Cars International, Inc. (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 UNDERSIGNED arising out of or related to any of the UNDERSIGNED's Activities (hereinafter, the "RELEASED CLAIMS"). The UNDERSIGNED covenants that the UNDERSIGNED 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:** 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 UNDERSIGNED's 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 UNDERSIGNED'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. UNDERSIGNED has taken it upon himself or herself 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 that his or her PERSONAL SAFETY CANNOT BE GUARANTEED. UNDERSIGNED acknowledges that his or her participation in the Activities are completely voluntary, and he or she believes 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 Center For Disease Control's site at <u>https://www.cdc.gov/coronavirus/2019-nCoV/index.html.</u>
- 5. UNDERSIGNED acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols (including without limitation those guidelines specifically referenced by INEX or the promoter for the Events) to protect the health of the UNDERSIGNED; (2) inform INEX of any Activities which the UNDERSIGNED 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 his or her participation of any Activity with his or her personal physician. UNDERSIGNED also agrees, represents and warrants that he or she will not participate in any Activity if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.
- 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 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 State of North Carolina.
- 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 BOTH 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 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.

NAME (PRINT)

DATE OF BIRTH

SIGNATURE

DATE

INEX members, Associate Members, and participants are always expected to conduct themselves in a professional and nondisruptive manner in regards to INEX events both in person and online.

This standard of conduct includes but is not limited to:

- Engages in unsportsmanlike conduct or conduct detrimental to the sport of legend car or bandolero car racing both in person or online
- Creates a condition or circumstance which is unsafe, unfair, or out of order, shall have violated the rules and regulations of INEX and may be penalized both in person or online

• Communicates threats or physically assaults another participant, official or other person both in person or online The driver and/or associate member is responsible for the conduct of their crewmember(s) or anyone else associated with their team. A driver may suffer the penalties for the conduct of their crewmember(s), associate member(s), or guest. When the driver(s) are under 18 years of age the designated associate member (parent or guardian) is responsible for driver, crew member(s) and/or anyone associated with their team. In this circumstance the penalties may still be imposed upon the driver as well as the associate member.

Physical violence violations may also be prosecuted through local, state or federal enforcement authorities. USLCI/INEX defines social media as all means of electronic communication or posting of information/content of any sort on the internet. This includes but, is not limited to, your own or someone else's web blogs, personal website, social networking or affinity website, whether or not directly associated or affiliated with USLCI/INEX. This includes but, is not limited, to Facebook, Snapchat, Twitter, Instagram, and YouTube. Although forums may seem informal, individuals are solely responsible for what is posted online whether by themselves and/or allowing others the ability to post online content for them. Any social media interaction or contribution that adversely affects USLCI/INEX, other members, or others directly/indirectly related to the series may result in disciplinary action against individuals, up to and including exclusion from the series indefinitely. This new social media policy applies to all USLCI/INEX competitors, crew and officials. A competitor is a driver, entrant, family member, crew member (non-driver), or any other individual or entity who is a member and/or participates in any USLCI/INEX sanctioned event. All drivers are responsible for the actions of their crew. An official is any and all authorized USLCI/INEX officers, employees, agents, representatives, and subcontractors. USLCI/INEX reserves the right to apply the policy to other members as it deems appropriate. Be Respectful: If an individual posts complaints or criticism; avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, and threatening or intimidating, that disparages others or that might constitute harassment or bullying. Example of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile trackside environment on the basis of race, sex, disability, religion or any other status protected by law, rule or policy. Be Honest and Accurate: Posts are "on the record" whether the online medium is public or private and is accessible to the media, public, sponsors, and other business partners and is subject to discovery in litigation matters. Rumors, speculation or information about USLCI/INEX or others are not to be posted until an official announcement, release or other post by official social media accounts have been made to the public and media. Retaliation: Retaliation is prohibited. USLCI/INEX prohibits taking negative action against any member or other for reporting or for cooperating in a policy investigation. Member(s) who retaliate against another member for reporting or for cooperating in an investigation will be subject to disciplinary action, up to and including exclusion from the series. Social media plays an integral role in reaching out to and growing fan bases, engagement, marketing, and promotion to all entities. It is a way to give fans direct interaction with USCLI/INEX, drivers, teams, tracks and sponsors.

#### Signature:

\_Date: \_\_\_\_

Signature of member (if <u>minor, must inclue</u>	de parent/guardian signature below)
Signature:	Date:
Circulture of accept/consuling	

Signature of parent/guardian

#### RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE:

**This RELEASE AND COVENANT NOT TO SUE ("Release")** Is made and entered into by and between INEX Corp. ("INEX"), U.S. Legend Cars International, Inc. ("USLC") (collectively, the "Sanctioning Body") and

("Member"), in connection with Member's purchase, ownership, and /or

operation of a Legends, Bandolero or Thunder Roadster race car (the "Car").

**FOR AND IN CONSIDERATION** of the promises and the mutual covenants herein exchanged and intending to be legally bound hereby, the parties hereto agree as follows:

1. NO WARRANTIES PUCHASE AND SALE (applicable when Member purchases a Car, new or used):

**1.1** Member acknowledges that the Car and its parts, including but not limited to the engine, drive train, transmission and brakes may be used or rebuilt as delivered to Member/Purchaser.

**1.2** Sanctioning body MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND WITH RESPECT TO THE CAR and its parts, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY DESIGN PATENT, COPYRIGHT OR UTILITY PATENT.

## 2. RELEASE OF LIABLITY AND COVENANT NOT TO SUE

**2.1** <u>Assumption of Risk.</u> MEMBER AGREES AND ACKNOWLEDGES THAT DRIVING THE CAR AND/OR COMPETING, OFICIATING IN, OBSERVING, WORKING FOR, OR FOR ANY PURPOSES PARTICIPATING IN AN EVENT SANCTIONED BY SANCTIONING BODY (THE "EVENT") PRESENTS INHERENT AND INEVITABLE RISKS OF BEING SERIOUSLY INJURED OR HURT INCLUDING PARALYSIS OR DEATH, WHICH CAN NEVER BE COMPLETELEY ELIMINATED. Factors beyond the control of the Sanctioning Body will affect the operational safety of the Car and its parts and any Event. Such factors include but are not limited to: (a) the skill and experience of the operator: (b) the performance of inspections, maintenance procedures and repairs; (c) weather, lightning and track conditions: (d) the presence of others, (e) the speed at which the Car or other vehicles; and (f) loss of control by any driver. MEMBER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF RELEASEES ("DEFINED BELOW") OR OTHERWISE RELATED TO THE CAR OR ANY EVENT.

2.2 Release and Covenant Not to Sue. MEMBER/PURCHASER AND HIS/HER SPOUSE, HEIRS, LEGAL REPRESENTATIVES, ASSIGNS, NEXT OF KIN AND INSURERS HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE INEX CORP., U.S. LEGEND CARS INTERNATIONAL, INC., CHARLOTTE MOTOR SPEEDWAY, LLC, SPEEDWAY MOTORSPORTS, LLC, SONIC FINANCIAL CORPORATION, SPEEDWAY HOLDINGS I, LLC, SPEEDWAY HOLDINGS II, LLC AND ALL OF ITS SUBSIDIARY AND AFFILIATED COMPANIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS AND EMPLOYEES ALONG WITHT THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATES, OTHER SANCTIONING ORGANIZATIONS, TRACK OPERATORS, TRACK OWNERS, OFFICIALS, CAR OWNERS, DRIVERS, PIT CREW, RESCUE PERSONNEL, AND PERSONS IN ANY RESTRICTED AREA, SPONSORS, AND ADVERTISERS OF ANY EVENT, ALONG WITH ANY PREMISES OR EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS, AND OTHER PERSONS OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS OR INSTUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITES REGARDING THE PREMISES OR EVENT(S) AND THE OWNERS AND LESSEES OF PREMISES USED TO CONDUCT ANY EVENT, AND ANY JOINT TORTFEASORS OF ANY OF THEM (COLLECTIVELY ALL OF THE FOREGOING ARE THE "RELEASEES") FROM ALL LIABILITY TO THE MEMBER'S PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE MEMBER (i) RELATED TO THE USE OF THE CAR AND ITS PARTS WHETHER NOW EXISTING OR ARISING IN THE FUTURE OR (ii) ARISING WHILE THE MEMBER IS COMPETING, OFFICIATING IN, OBSERVING, WORKING FOR, OR FOR ANY PURPOSES PARTICIPATING IN AN EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

**2.3** <u>Indemnity.</u> Member further hereby agrees to defend, indemnify and hold harmless INEX CORP., U.S. Legend Cars International, Inc., Charlotte Motor Speedway, LLC, Speedway Motorsports, LLC, Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings II, LLC, and each of their respective parent, subsidiary, affiliate companies and joint tortfeasors, and each of their respective shareholders, officers, directors and employees from and against any and all actions, attorneys' fees, causes of action, choses in action, claims, costs, damages, debts, demands, expenses, interests, judgments, liabilities, losses, obligations, and rights, of every kind and nature whatsoever, in law or in equity, in contract or in tort, whether the facts upon which the same may be based are now known or unknown related to the use of the Car and/or its parts or Member's participation in any Event.

2.4 The foregoing Assumption of Risk, Release and Covenant Not to Sue, and Indemnity are given in recognition of the inherent dangers of motor vehicle racing and high-speed driving and with the knowledge that Member or third parties could be injured or killed during the use of the Car and/or its parts or while attending an Event. The Assumption of Risk, Release and Covenant Not To Sue and Indemnity are intended to protect the released and/or indemnified parties should the Member or third party later raise claims of negligence, defective design, defective manufacture, failure to warn or conditions which otherwise would support the imposition of compensatory or punitive damages and are intended to be as broad and inclusive as permitted by the law of the State in which the Car is sold or used and/or the Event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue if full legal force and effect. Member agrees that this agreement may be pleaded in complete bar to any action by any Member and their spouse, heirs, legal representative, assigns next of kin and insurers against any Releasee.

#### 3. DAMAGES

Under no circumstances shall the Sanctioning Body ever be liable to Member under any theory for recovery of damages in excess of the purchase price of Car.

#### **4. SAFE OPERATION**

Member agrees he/she will not operate the Car or allow others to operate while impaired by drugs, alcohol, illness or fatigue or during hazardous weather conditions. Member agrees and acknowledges that the Car is not designed, equipped or intended to be operated on public roads, off-road or on any surface other than an INEX- sanctioned automobile race track and Member agrees he/she will not operate the Car in these or other conditions for which it was not designed. Member also agrees to inspect any and all of the premises, facilities and equipment to be used in connection with any INEX- sanctioned event. In the event that the Member believes anything to be unsafe, Member will immediately leave the restricted area and refuse to participate further in the event or events.

### 5. MINORS

**5.1** Member hereby agrees that if he/she allows his/her minor child to operate, service or participate in the operation or servicing on the Car, that all terms of this Release, Waiver, Indemnity and Covenant Not To Sue shall apply to and be binding upon (i) such Member with respect to any injury of or harm caused by such minor child or children as if such minor child or children were the Member hereunder, and (ii) such minor child or children. Member herby agrees on behalf of child or children to release, waive, indemnify and never to sue INEX Corp., U.S. Legend Cars International, Inc., Charlotte Motor Speedway, LLC, Speedway Motorsports, LLC, Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings II, LLC or their respective parent, subsidiary, affiliated companies or joint tortfeasors, in accordance with all the other terms of this agreement.

**5.2** Member agrees on behalf of him/herself and his spouse, heirs, legal representatives, assigns, next of kin and insurers to release, waive and indemnify from liability and never to sue INEX Corp., U.S. Legend Cars International, Inc., Charlotte Motor Speedway, LLC, Speedway Motorsports, LLC Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings II, LLC or their respective parent, subsidiary, or affiliated companies or joint torfeasors, for any injuries, medical

expenses or death of any minor child or children allowed operating, service or participating in the operation or servicing of the car.

#### 6. GENERAL

**6.1** The parties agree that this agreement and any claim or controversy arising out of or related to it shall be governed by and construed according to the laws of the state of North Carolina. The parties agree that the principle place of performance of this Agreement is Cabarrus County, North Carolina, that the federal or North Carolina courts of general civil jurisdiction for Cabarrus County, North Carolina shall be the exclusive forums for the adjudication of any and all such claims or controversies and that such courts shall have the right to exercise personal jurisdiction over them for such a purpose. The parties further agree that Cabarrus County, North Carolina is a convenient forum.

**6.2** This agreement was not executed in reliance upon any statement or representation and constitutes the complete expression of the entire agreement between the parties with respect to the subject matter hereof, all other or prior agreements, statements, representations whether written or oral, being merged herein. This agreement may not be modified or amended orally or unilaterally but only by writing signed by both parties.

#### AGREEMENT/RELEASE

I hereby certify that I am an independent contractor, assuming all responsibility for money's received as a result of my participation in INEX- sanctioned events, including without eliminating income taxes, FICA, workmen's compensation and withholding taxes. I am not an employee, servant or agent of Sanctioning Body.

In consideration of acceptance by Sanctioning Body of this application and payment of membership fees, I agree to abide by all rules and regulations of the Sanctioning Body as to conduct and mechanical specifications, as now published in the 2022 Official INEX Rulebook or hereafter modified or amended.

I understand and agree that I and my beneficiary's executors and assigns may be entitled to the benefits of the Member Insurance Policy by the Sanctioning Body of accidental injuries or death which occurs as the result of external, violent and visible means, sustained in INEX-sanctioned events provided proper notification of such occurrence is filed with the Sanctioning Body and all other terms of the Member Insurance Policy are met. The coverage of the said policy shall constitute the limit of liability of the Sanctioning Body with respect to such injuries occurring to me in any INEXsanctioned event or while using the Car. I fully understand that the operation of a Car or attending any Event exposes me to risks of serious bodily injury or death. I voluntarily assume these risks.

I consent to the use of my name and /or myself and my car, for publicity, advertising, endorsements, both and after the INEX- sanctioned events, and relinquish any right of photos taken in connection with INEX- sanctioned events, and consent to the publication of sale of such photos by the Sanctioning Body. I also consent to the release of my medical information to the Sanctioning Body, if asked to do so.

Any dispute, controversy or claim involving the undersigned Member, whether or not relating to this agreement or alleged breach of the same, shall be settled in accordance with the existing and/or amended rules and regulations of the Sanctioning Body, and the undersigned agrees to accept the decisions rendered by such process. The undersigned also acknowledges and agrees that the Release of all Claims and Covenant Not to Sue shall survive the expiration or termination of this membership.

INITIAL		
---------	--	--

If the applicant is 17 years of age or younger, the Parental/Guardian Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement and a Minor's Assumption of Risk and Release and Waiver of Liability Forms (Form II Page 1-2) MUST be executed by both parents/legal guardians and notarized, filed with this application and accompanied by an ORIGINAL GOVERNMENT ISSUED OR CERTIFIED COLORED COPY of the minor's BIRTH CERTIFICATE or the application will NOT BE PROCESSED. (NO PHOTO COPIES ACCEPTABLE)

BY MY SIGNATURE BELOW, I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND I AM LEGALLY COMPETENT TO MAKE AND ENTER THIS AGREEMENT. I AGREE TO ABIDE BY ALL TERMS OF THIS AGREEMENT AND THE REQUIREMENTS OF ALL RULES OF INEX

Please return this form,	MEMBER SIGNATURE
Signed and dated with payment	Signature: X
enclosed: check/money order	Signature of Member ( <u>if minor, must include parent/guardian</u>
Payable to:	signature below)
INEX	Signature: X
ATTN: Memberships	Signature of parent/guardian
5245 NC Hwy 49 South	
Harrisburg, NC 28075	Signature: X
Phone: 704-455-3906	Signature of parent/guardian
704-455-3896	
	Date:

## THE NEXT PAGE MUST BE SIGNED BY BOTH PARENTS AND NOTARIZED BY A NOTARY

PARENTAL/GUARDIAN CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT To be signed by both parents/guardians of all Legend and Bandolero participants ages 17 and younger before participation is approved by INEX to compete in any INEX- sanctioned event. (Signatures of a parent who is not signing before a full-time INEX or U.S. Legend Cars International employee must be notarized)

## DESCRIPTION AND LOCATION OF THE EVENT(S): 2022 INEX SACNTIONED EVENTS ACROSS THE UNITED STATES, CANADA, & EUROPE

IN CONSIDERATION of minor child ("the Minor") 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 general public is restricted or prohibited). I agree:

1. I know the nature of the Event(s) and 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 TO BE UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT 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 conditions and layout of the premises and equipment, and/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.

3. 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.

4. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE INEX Corp., U.S. Legend Cars International Inc., Charlotte Motor Speedway, LLC, Speedway Motorsports, LLC, Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings II, LLC, and all of its subsidiary and affiliated companies and each of their respective officers, directors, members, managers and employees along with the promoters, participants, racing associates, other sanctioning organizations, track operators, track owners, officials, car owners, drivers, pit crew, rescue personnel, and persons in any Restricted Area, promoters, sponsors and advertisers of any Event, 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 the owners and lessees of premises used to conduct ANY Event, and any joint tortfeasors of any of them (collectively all of the foregoing are the "Releasees") from al liability to me, the Minor, my and Minor's personal legal representatives, assigns, heirs, and next of kin for any and all claims, demands, losses or damages on account of injury to the person or property or resulting in death of me or the Minor (i) related to the use of the Car and its parts, whether now existing or arising in the future or (ii) arising while I am or the Minor is competing, officiating in, observing, working for, or for any purposes participating in an Event, whether caused by the negligence of the Releasees or otherwise.

## THIS PAGE MUST BE SIGNED BY BOTH PARENTS AND NOTARIZED BY A NOTARY

5. 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 DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES and each of them from ANY

LITIGATION EXPENSES, ATTORNEY FESS, LOSS, LIABLITY, 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.

6. I sign this agreement on my own behalf and in the behalf of the Minor whom I hereby certify is my child or legal ward.

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

Signature of Parent or Guardian	Printed Name of Parent or Guardian	Date
Signature of Notary	Printed Name of Notary	Name and Age of Minor Participant
Signature of Parent or Guardian	Printed Name of Parent or Guardian	Date
Signature of Notary	Printed Name of Notary	Name and Age of Minor Participant

<u>\*an original government-issued Birth Certificate must accompany this application for all drivers</u> <u>17 years of age or younger unless already on file with INEX</u>\*

### MINORS ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

## DESCRIPTIONS AND LOCATIONS OF EVENT(S): 2022 INEX-SANCTIONED EVENTS ACROSS THE UNITED STATES, CANADA, AND EUROPE

I have obtained both of my parents' consent to participate in the above Event(s). I understand that I am assuming all of the risks if I get hurt during the Event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the Event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the Event(s).

2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF ME BEING SERIUOSLY INJURED OR HURT, ME BEING PARALYZED OR KILLED.

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 Event(s), the rules of Event(s), the condition and layout premises and equipment, and/or the **NEGLIGENCE** of others, including those persons responsible for conducting the Event(s).

4. I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE **NEGLIGENCE** of INEX Corp., U.S. Legend Cars International, Inc., Charlotte Motor Speedway, LLC, Speedway Motorsports LLC, Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings II, LLC, and all of its subsidiaries and affiliates, promoters, participants, racing association, sanctioning organization, or any of its subdivision, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners and lessees of the premises used to conduct the Event(s), premises or Event(s) inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or Event(s), and each of them, their officers and employees, all of which are referred to as "Releasees."

5. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE ALL OF THE RELEASEES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the NEGLIGENCE of the Releasees or otherwise.

## I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

Signature of Minor Participant

Date

Printed Name of Minor Participant

Age