



Member Information

Name: _____ Age _____ DOB: ____/____/19____

Address: _____ E-mail Address: _____

City, St, Zip: _____ Phone #: _____

Emergency Contact: _____ Emergency Phone #: _____

Car # and Driver/Crew Name Associated with: _____

CONTRACTUAL AGREEMENT

CONTRACT: I hereby certify that I am an independent contractor, assuming all responsibility for monies received as a result of my activities at the Luxemburg Speedway, including without eliminating, income taxes, FICA, workmen's compensation and withholding taxes. I am not an employee, servant, or agent of the Luxemburg Speedway.

ALCOHOL POLICY: I understand the Luxemburg Speedway has a Zero Tolerance alcohol policy by any participant whom would enter the pit area.

CONSIDERATION AND COMPLIANCE: In consideration of acceptance by the Luxemburg Speedway of this application and payment of membership fees and/or pit entrance fees the undersigned agrees to abide by all rules and regulations of the Luxemburg Speedway as to conduct and mechanical specifications, as now published or hereafter modified. Undersigned further recognizes his obligation to the public and the Luxemburg Speedway, which posts the prize monies and conducts the events, and agrees to compete in all events for which he may be qualified, if humanly possible.

BREACH AND DAMAGE: In the event the undersigned breaches this agreement, he shall be liable for actual and liquidated damages sustained by the Luxemburg Speedway as a direct or indirect result of such breach.

BENEFITS: I understand and agree that I and my executors and assigns will be entitled to benefits of the accident insurance policy procured by the Luxemburg Speedway for accidental injuries or death which occur as a result of external, violent and visible means, sustained in Luxemburg Speedway events. The coverage of said policy shall constitute the limit of liability of the Luxemburg Speedway for such injuries occurring to me in any Luxemburg Speedway event, provided proper notification of such occurrence is filed with the Luxemburg Speedway.

If owner of a registered racing vehicle, I hereby certify that I have good and marketable title to said vehicle or any part thereof, in the event same is claimed or sold pursuant to the rules of the Luxemburg Speedway.

ACCIDENTS: If any participant or spectator should be seriously or fatally injured, Luxemburg Speedway reserves the right to impound the involved vehicle(s) for review and evaluation, and may exercise this right at anytime. Furthermore, if it becomes necessary to, in the opinion of the Luxemburg Speedway personnel or safety crew, cut the car apart. The Luxemburg Speedway reserves the right to do so in any manner they see fit without incurring any obligation whatsoever.

ADVERTISING RELEASE: The undersigned consents to the use of his name and/or pictures of himself and his race vehicle, for publicity, advertising and endorsements, both before and after events, and relinquishes any rights to photos taken in connection with events, and consents to the publication or sale of such photos by the Luxemburg Speedway.

ARBITRATION: Any dispute, controversy or claim involving the undersigned member, whether or not relating to this agreement or alleged breach of same, shall be settled in accordance with the existing and/or amended rules and regulations of the Luxemburg Speedway, and the undersigned agrees that these decisions are non-litigable.

COVENANT NOT TO SUE: All participants further covenant and agree that they will not initiate any type of legal action against the Luxemburg Speedway and its employees, to challenge such decisions, to seek monetary damages, to seek injunctive relief or to seek any other kind of legal remedy. If a participant pursues any such legal action, which violates this provision, then the participant expressly agrees to reimburse the Luxemburg Speedway for all of its attorney fees and costs in defending against such legal action.

BY MY SIGNATURE BELOW, I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT. I AGREE TO ABIDE BY ALL TERMS OF THIS AGREEMENT AND THE REQUIREMENTS OF THE RULES OF THE LUXEMBURG SPEEDWAY.

Date: ____/____/2009

Legal Signature: _____ Witness: _____

IF APPLICANT IS UNDER 18 YEARS OF AGE, A MINOR/PARENT RELEASE MUST BE EXECUTED AND FILED WITH THIS APPLICATION.