

2010 CompCar of NC Inc. MEMBERSHIP APPLICATION

Please type or print clearly (below):

(Please read carefully and sign both on front and back of this application as indicated

Membership and License Expire January 1, 2011

RELEASE of NAME and LIKENESS

I am the applicant identified on the reverse side of this Application. I hereby apply for membership in CompCar of NC Inc. and a license to participate in CompCar of NC Inc. sanctioned activities. COMP CAR of NC Inc. RULE BOOK. I am familiar with the current CompCar Rule Book, and I agree to abide by such rules as they may be amended from time to time. NO TRANSFER. I understand that my membership and license are personal to me, that I may not transfer or give it to any other person or entity, that any attempt to transfer, lend, or permit any other person or entity to use it shall result in a fine imposed by CompCar of not less than Five Hundred Dollars (\$500) and suspension or termination of the membership and license. In addition, I will INDEMNIFY CompCar and all related parties for any damages arising in connection with such unauthorized transfer, lending or use. NO AGENCY OR EMPLOYEE RELATIONSHIP. I certify that I am not an agent, servant or employee of CompCar and that I will not become an agent, servant or employee of CompCar as a result of CompCar's approval of my application. I further certify that, with respect to any activities in which I engage as a member and licensee of CompCar, I am either an independent contractor or an employee of another person or entity. Therefore, I assume all responsibility, either by myself or my employer, for any charges, recordkeeping, premiums and taxes, if any, payable on any funds I may receive as a result of my activities as a CompCar member and licensee, including but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes. ADVERTISING AND PROMOTION RELEASE: CompCar, its duly authorized agents and assigns, may use, on a non-exclusive basis, my name, likeness and performance, including photographs, images and sounds of me and/or any vehicle(s) with respect to which I compete in CompCar-sanctioned events, in any way, medium or material (including but not limited to broadcasts by and through 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 online services authorized by CompCar, sales and other commercial projects, and the like) for promoting, advertising or reporting any CompCar-sanctioned event, or related telecast or programming, before during and after such event, and I do hereby relinquish to CompCar in perpetuity all rights thereto for such purpose. BROADCAST AND OTHER RIGHTS: I acknowledge that CompCar non-exclusively and in perpetuity has 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 online services authorized by CompCar, 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 CompCar sanctioned event. I hereby enclose my annual membership and licenses due for one (1) year. I understand that the receipt of this membership application and fee by any CompCar Official and/or the depositing of accompanying funds by CompCar, does not constitute approval of this application, and that all applications must be approved by CompCar of NC Headquarters, 7920 Statesville Blvd. Salisbury, NC 28147.

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 ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, paddock area, grandstand area, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENT(S) shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the EVENT(S), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, if any, in the EVENT(S) constitutes an acknowledgment that he/she has inspected such restricted areas and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will refuse to participate further in the EVENT(S), will immediately advise the officials of such unsafe situation and will leave the restricted areas and not return.

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES OR EVENT INSPECTORS, SURVEYORS, INSURERS, UNDERWRITERS, CONSULTANTS OR 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). THEIR PARENTS, SUBSIDIARIES, WHOLESALEERS, AFFILIATED CORPORATIONS, AND EACH OF THEM, AND THE DIRECTORS, OFFICERS, AGENTS AND EMPLOYERS OF EACH OF THEM, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES", FROM ALL LIABILITY to the undersigned, his/her 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, whether caused by the negligence or gross negligence of the "RELEASEES" or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for or for any purposes participating in the EVENT(S);

2. 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 due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S) and whether caused by the negligence or gross negligence of the "RELEASEES" or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the EVENT(S). Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES".

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the EVENT(S) are very dangerous and involve the risk of serious injury and/or death and/or property damage and that his/her heirs and next of kin have been so advised. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the Province or State in which the EVENT(S) is 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.

All rights and obligations of this license, if granted, are specific to the individual applicant executing this membership and license application.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

APPLICANTS LEGAL SIGNATURE

(In Ink)

Application received by (Name of Official)

POINTS AWARDED TO COMP CAR of NC LICENSED DRIVERS ONLY

CompCar of NC Inc. Representative Countersignature

Make checks payable to CompCar of NC Inc.

CompCar of NC, Inc. is the sanctioning body of the Allison Legacy Race Series.

IMPORTANT: THE OTHER SIDE OF THIS APPLICATION MUST BE CAREFULLY READ AND SIGNED BEFORE APPLICATION WILL BE CONSIDERED FOR APPROVAL. The acceptance of this application and fee by any CompCar of NC official and the depositing of accompanying funds by CompCar of NC does not constitute approval of this application. Applications may only be approved by CompCar of NC headquarters.

APPLICANT MUST PRINT AND CAREFULLY COMPLETE BOTH SIDES OF THIS APPLICATION

2010 CompCar of NC Inc. COMPETITION
MEMBERSHIP AND LICENSE APPLICATION

DATE: _____ / _____ / _____

NAME: _____ **DATE OF BIRTH:** _____ / _____ / _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____

FAX #: _____ APPLICANTS HOME REGION: _____ AFFILIATION: _____

E-MAIL ADDRESS: _____ (name of car entrant you are signing in under) [↑]

TYPE OF LICENSE:	() DRIVER \$125.00	() DRIVER/OWNER \$125.00
(Please check one)	() OWNER \$125.00	() ASSOCIATE \$80.00

In consideration for being granted membership in CompCar of NC Inc., I agree to abide by the national rules, regulations and procedures set forth by CompCar of NC Inc. for all Legacy Cars sanctioned competition. I fully understand that operation of a Legacy Car exposes me to risks of death or serious bodily injury. I voluntarily assume these risks and further agree to hold CompCar of NC harmless for the same. In consideration of being granted an annual membership and/or competition license and in consideration of being permitted to enter for any purposes 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(s) that 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 CompCar of NC Inc. ("CompCar") its successors and assigns, the race organizers, presenting Comp Car-sanctioned events, the owners and lessees of premises on which CompCar- sanctioned events take place, the participants in CompCar-sanctioned events (including car owners, drivers, mechanics, pit crews and any person 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, causes of action, court costs, attorneys' fees and other expenses 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 CompCar-sanctioned event, and whether arising while engaged in competition or in practices or preparation therefor, or while upon, entering or departing from any restricted area, from any cause whatsoever including without limitation, any failure to enforce rules and regulations, any failure to make inspections, or any negligence on the part of the releasees or any other persons.

ASSUMPTION OF RISK: I know that there is danger to myself and my property, both from known risks and unanticipated risks, while I am in any restricted area or while I am attending, participation in, or assisting in a CompCar-sanctioned event. I assume all such risks 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 the releasees or any other persons. I assume all such risks willingly, voluntarily and in reliance upon my own judgment and ability, and not in reliance upon the property, facilities or services furnished by others.

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 areas, whether caused by the negligence of the releasees or otherwise. *I have read and fully understand the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.*

Applicants Legal Signature (In Ink)

Membership and License, If Approved, Expire January 1, 2011

CAR OWNERS: Car Serial Numbers Must Be Registered By Car Owners (minimum age is 16 yrs old) with CompCar of NC Inc. at 7920 Statesville Blvd. Salisbury, NC 28147. A CAR REGISTRATION FORM MUST BE FILLED OUT AND FILED AT COMPCAR of NC INC. office in Salisbury, NC.

Touring Series Car Numbers Must Be Registered with CompCar of NC, Inc. **Regional Car Numbers Must Be Registered** With Regional Dealer.

MINOR'S RELEASE

IF THE APPLICANT IS UNDER THE AGE OF 19 YEARS OLD, THE APPLICANT MUST ALSO SUBMIT, WITH HIS/HER APPLICATION, A FULLY EXECUTED AND SIGNED MINOR'S RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT- MINOR'S ASSUMPTION OF RISK* and copy of his/her original NOTARIZED BIRTH CERTIFICATE. THIS MINOR'S RELEASE MUST BE SIGNED BY THE APPLICANT'S NATURAL FATHER AND MOTHER OR BY A COURT APPOINTED LEGAL GUARDIAN. COMPCAR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO APPROVE THE APPLICATION OF ANY APPLICANT UNDER 21 YEARS OF AGE.* A separate form to be filled out and filed at COMPCAR of NC INC. office in Salisbury, NC. Individual race tracks may require minors to fill out a separate Minor's Release and Waiver.

For CompCar of NC Use Only License Issued