**Corporate Headquarters: PO Box 590, Carnesville GA 30521 Phone: 678-935-7304 Fax: 678-528-3117 www.fastrakracing.com**

## 2014 Annual Membership Application

All parties to this contract expressly waive all objections to personal jurisdiction and agree that they shall submit to personal jurisdiction of the Courts of the State of Georgia, County of Franklin and / or the Federal Courts located in Franklin County, Georgia. All parties to this contract expressly agree that any dispute between the parties concerning this agreement or the services provided herein shall come within the exclusive jurisdiction of the Courts of the State of Georgia, County of Franklin, and that any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive personal and subject matter jurisdiction of the State and Federal Courts located in Franklin County, Georgia.

**MEMBERSHIP FEES:** **FASTRAK CRATE LATE MODEL CLASS**

**Please check appropriate class**:

Weekly Championship $100 _____ Regional Tour $100 _____ NE or SE _____

North Dirt Mods (New Jersey 602) $75 _____ Fastrak E-Mods $100 _____

TRACK NAME _____ CITY_____ ST_____

**PLEASE PRINT CLEARLY**

**CAR OWNER NAME:** _____

Driver Name: _____ Rookie: (Y/N) _____ Car # _____

Physical Address_____ City_____State_____Zip_____

Mailing Address _____City_____State_____Zip_____

Home Phone:_____ Cell Phone_____ Social Security Number_____

Email Address_____

Date of Birth_____ Age_____ Emergency Contact Info: Name_____ Phone:_____

Do you have insurance that would cover you if you were injured at a race_____ Company:_____

Checks to be made to whom: _____

SSN/TAX ID #:_____ Phone:_____

****Please note we send updates and information by email only on a weekly basis. Be sure to fill in a CURRENT email address.**
****Drivers must be at least 14 years of age or turn 14 years of age during the upcoming season to be able to participate.**

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*Please deliver all membership materials, including payment in the form of a check made payable to "FTCS" to the corporate mailing address listed at the top of this form.*

**IN ADDITION TO THIS "2014 ANNUAL MEMBERSHIP APPLICATION," I HAVE READ, COMPLETED, AND SIGNED (IN THE PRESENCE OF A LICENSED NOTARY PUBLIC/WITNESS) THE "2014 FASTRAK RACING SERIES ADULT [OR MINOR] WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT," AND I ACKNOWLEDGE AND UNDERSTAND THAT I AM RESPONSIBLE TO READ, UNDERSTAND AND ABIDE BY ALL FASTRAK RULES, REGULATIONS AND GUIDELINES THAT HAVE BEEN ISSUED BY FASTRAK, AND WHICH MAY FROM TIME TO TIME BE ISSUED OR AMENDED.**

| _____ | _____ | _____ |
|---|---|---|
| **PRINT LEGAL NAME** | **SIGNATURE** | **DATE** |
| _____ | _____ | _____ |
| **PRINT PARENT/GUARDIAN NAME** | **SIGNATURE OF PARENT/GUARDIAN** | **DATE OF BIRTH** |

(IF NECESSARY) (IF NECESSARY)

**FOR OFFICE USE ONLY:** **Membership Number _____**

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## FASTRAK RACING SERIES

## 2014 ADULT RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT

**THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF** my ability to participate in any and all motor vehicle racing series and events sanctioned, promoted, and/or operated by the FASTRAK Companies International, LLC doing business as the FASTRAK Racing Series, any regional FASTRAK sanctioning body, and/or any FASTRAK Touring series or events (hereinafter collectively "FASTRAK") at any and all facilities throughout the country during the **2014 season (January 1, 2014 through December 31, 2014)** and any and all affiliated activities including, without limitation, driving, racing, training, learning, practicing, competing, maintaining vehicles, observing and spectating, or for any other purpose (hereinafter collectively "EVENTS") and/or **IN CONSIDERATION OF** my ability to enter into or upon any RESTRICTED AREA (hereinafter defined as including, but not limited to, the racing track and surface, pit areas, infield, paddock and garage areas, grandstand areas, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENTS are or will be taking place) in connection with the EVENTS. The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively "UNDERSIGNED") hereby:

1. **INSPECTION**: Acknowledges, agrees and represents that immediately upon entering any RESTRICTED AREA, the UNDERSIGNED shall and shall continuously thereafter, inspect every area of the RESTRICTED AREA which the UNDERSIGNED enters, and the UNDERSIGNED further agrees and warrants that, if at any time, the UNDERSIGNED is in or about any part of the RESTRICTED AREA and feels anything to be unsafe, the UNDERSIGNED will immediately advise a representative, employee or agent of FASTRAK and the owner or operator of the RESTRICTED AREA of such, and if necessary will leave the RESTRICTED AREA and/or refuse to participate in the EVENTS.

2. **WAIVER AND RELEASE**: Hereby **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** FASTRAK, the operators, organizers, sponsors, and hosts of the EVENTS, officials, rescue personnel, the track and facility and location owners, lessors, leasees, inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the track, facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, affiliated organizations and entities, and all other persons or entities participating or involved in the EVENTS (hereinafter collectively "RELEASEES"), **FROM ALL LIABILITY** to the UNDERSIGNED 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 UNDESIGNED's participation in any way in the EVENTS and/or the UNDERSIGNED's presence in or upon the RESTRICTED AREA where the EVENTS are or will be taking place, even that caused by the ordinary **NEGLIGENCE** of the RELEASEES (hereinafter "LIABILITY"). The LIABILITY encompasses, but is not limited to, active or passive conduct, ordinary NEGLIGENT RESCUE EFFORTS, and ordinary NEGLIGENT enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning the ordinary NEGLIGENT selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the EVENTS.

3. **MEDICAL CONSENT AND RELEASE**: Hereby specifically **AUTHORIZES AND CONSENTS TO** RELEASEES providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the EVENTS or during the UNDERSIGNED's presence in or upon the premises, facilities, and locations where the EVENTS are or will be taking place. UNDERSIGNED expressly WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS from and against any and all LIABILITY arising therefrom.

4. **EXPRESS ASSUMPTION OF RISK**: Hereby acknowledges that the ACTIVITIES are **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE**. This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the EVENTS, which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, other persons, and natural or manmade objects.

The EVENTS will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels of equipment, and UNDERSIGNED expressly assumes the risks associated with mixed and varying skill levels and varying equipment. RELEASING PARTY also acknowledges that there may be undefined and presently unknown risks and dangers associated with the EVENTS, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the RELEASEES. This includes the potential ordinary NEGLIGENCE in the implementation or enforcement of (or the failure to implement or enforce) any rules, regulation or guidelines related to the EVENTS and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the EVENTS. UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown. The UNDERSIGNED, also expressly acknowledges that injuries received may be compounded or increased by ordinary **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** of the RELEASEES or others.

5. **INDEMNITY AND HOLD HARMLESS**: Hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES and each of them from any loss, liability, damage or cost (including attorneys' fees and court costs) they may incur arising out of or related to the UNDERSIGNED's presence in or upon the RESTRICTED AREA where the events are or will be taking place, whether caused by the ordinary **NEGLIGENCE** of the RELEASEES or otherwise. UNDERSIGNED also hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by UNDERSIGNED during or in connection with UNDERSIGNED's participation in the EVENTS, and/or arising out or UNDERSIGNED's improper, tortious, and/or criminal conduct.

6. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION**: Fully acknowledges and understands that participation in the EVENTS will involve physical and strenuous activity and dangerous and changing circumstances and conditions. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous inherent risks and potential dangers associated with the EVENTS, including the **RISK OF BEING INVOLVED IN AN ACCIDENT, CRASH OR COLLISION AND 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 EVENTS is completely voluntary, and he or she believes that the potential benefits of participation outweigh the risks and danger associated with the EVENTS. UNDERSIGNED acknowledges that he or she has been able to ask questions regarding the EVENTS, and that all questions have been answered to his or her satisfaction.

7. **OTHER PARTICIPANT OBLIGATIONS**: Acknowledges that it is his or her responsibility to do all of the following: (1) fully disclose to RELEASEES any health issues or medications that are relevant to participation in the EVENTS; (2) inform RELEASEES if there are any activities or aspects of the program about which the UNDERSIGNED does not feel comfortable; (3) cease participation and promptly report any physical discomfort, illness or complications; and (4) clear his or her participation with his or her personal physician. UNDERSIGNED also acknowledges that he or she bears full responsibility to become aware of and familiar with any and all event, series, and facility rules, regulations, and instructions, and to follow such rules, regulations and instructions at all times.

8. Hereby agrees that this "**2014 ADULT RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT**" extends to **ALL ACTS OF ORDINARY NEGLIGENCE** by the RELEASEES, including premises liability and NEGLIGENT RESCUE OPERATIONS, and it is intended to be as broad and inclusive as is permitted by law. 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 Georgia.

9. Hereby accepts 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. **RELEASING PARTY HAS COMPLETELY READ ALL THREE (3) 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 IN FRONT OF A NOTARY PUBLIC 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.

_____ DATE OF BIRTH:_____
NAME OF PARTICIPANT (PRINT)

_____ DATED:_____
SIGNATURE OF PARTICIPANT

STATE OF _____ )
) SS#
COUNTY OF _____ )

Before me, a Notary Public, in and for said County and State, personally appeared _____ (Name of Participant), and who, having been duly sworn by me upon his oath, stated that the matters contained in the foregoing documents are true and correct this ___ day of _____, 20___.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

ADDRESS OF NOTARY: _____

*NOTE: NOTARY PUBLIC SHOULD CONFIRM THAT ALL THREE PAGES ARE PRESENT AND THAT THE FORMATTING OF THIS NOTARY DESIGNATION IS CURRENT AND COMPLIES WITH THE REQUIREMENTS OF THE LAW.*

# OR

_____
NAME OF WITNESS (PRINT)

_____ _____
SIGNATURE OF WITNESS DATE

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