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## 2022 DIRT KINGS LATE MODEL TOUR LICENSE APPLICATION

DRIVER NAME		CAR NUMBER
MAILING ADDRESS		
CITY	STATE	ZIP
CELL PHONE NUMBER		DATE OF BIRTH
EMAIL ADDRESS		
CAR OWNER		
CAR OWNER EMAIL ADDRESS		
CHECK PAYABLE TO		
TAX ID NUMBER		
MAIL CHECK ADDRESS		
CITY	STATE	ZIP

**MEMBERSHIP & LICENSE EXPIRE DECEMBER 31, 2022.** I am the applicant identified above. I hereby apply for membership, as indicated on the reverse side, in Dirt Kings Tour, LLC and authorize Dirt Kings Tour, LLC to represent my interests as they may appear in auto racing matters. I acknowledge that I am familiar with the current rules of Dirt Kings Tour, LLC and agree to abide by the current rules of Dirt Kings Tour, LLC 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 Dirt Kings Tour, LLC pursuant to the provisions of the Dirt Kings Tour, LLC Rule Book as it may be amended from time to time and I will indemnify Dirt Kings Tour, LLC 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 Dirt Kings Tour, LLC, and that I will retain such status as an independent contractor in the event my membership and license application is approved by Dirt Kings Tour, LLC. 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 Dirt Kings Tour, LLC 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:** Dirt Kings Tour, LLC, 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 Dirt Kings Tour, LLC 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 Dirt Kings Tour, LLC and the like) before, during and after the EVENT(S), for promoting, advertising, reporting or recording the EVENT or any other Dirt Kings Tour, LLC-sanctioned EVENT, and for sales and other purposes of commerce, and I do hereby relinquish to Dirt Kings Tour, LLC in perpetuity, all rights thereto for such purposes.

**BROADCAST AND OTHER RIGHTS:** I acknowledge that Dirt Kings Tour, LLC 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 Dirt Kings Tour, LLC, 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 Dirt Kings Tour, LLC event and that Dirt Kings Tour, LLC 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 Dirt Kings Tour, LLC 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 Dirt Kings Tour, LLC, in or on the designated vehicle for each Dirt Kings Tour, LLC 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 Dirt Kings Tour, LLC. In addition, I agree to the use of aerial drones above or around competition areas during Events related to video and audio transmissions. In addition, to the extent not already owned by Dirt Kings Tour, LLC, I hereby assign to Dirt Kings Tour, LLC 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 Dirt Kings Tour, LLC, to protect, perfect or effectuate Dirt Kings Tour, LLC'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 Dirt Kings Tour, LLC 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 Dirt Kings Tour, LLC, in the racing vehicle for each event.

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

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

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Applicant's Legal Signature (in ink)

Date

**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 THEREFOR 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.

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

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Applicant's Legal Signature (in ink)

Date