

2023 USMPA RACING MEMBERSHIP & COMPETITION LICENSE INDEMNITY/RELEASE



I HERESY CERTIFY that any license granted by United Sport Modified Promoters Association aka USMPA hereunder Is granted for the sole purpose of enabling me to participate In a USMPA series Race, or other motorsports-related activity or event sanctioned by USMPA and/or other activities associated therewith "Events").

I HEREBY AGREE that by signing this 2023 USMPA Membership & Competition license Indemnity/Release ("*Membership Application*") and I will abide by all rules and regulations as set forth by USMPA applicable to the Events, whether written or oral, as may be amended, modified- or supplemented by USMPA from time to time in its sole, exclusive and absolute discretion (collectively "*Rules and Regulations*"), including but not limited to, the following:

- (1) I agree to abide by all Rules and Regulations, including without limitation the USMPA General Rules and Specifications relating to car specifications and safety rules (all of which are incorporated herein by reference);
- (2) I agree that I shall be the sole spokesperson for myself, the car owner, and the race crew In all matters pertaining to compliance with the Rules and Regulations, and I agree and understand that I *am* responsible for the conduct of myself, my car owner, race crew and any other individuals associated with me at Events;
- 3) I hereby acknowledge receipt of the Rules and Regulations and have fully read and understand them and agree to be bound by and fully abide by the terms and conditions thereof. I agree and understand (I) by submitting my race car for various technical and safety Inspections, I certify that the race car meets all Rules and Regulations for participation in the Events, (II) the burden of proof will rest upon me to show that I am in compliance with all of the Rules and Regulations, and (iii) any violation of such Rules and Regulations may result in confiscation of illegal parts, fine, suspension, loss of points, and/or such other penalties as may be deemed appropriate by USMPA in its sole discretion.
- (4) I agree to appropriately use all required stickers, decals, and patches and I understand that failure to do so may result in loss of points and forfeiture of all money and awards for such Events;
- (5) I agree that I am strictly prohibited from displaying names, Images or other intellectual property of third parties that are related to pornography, illegal drugs or other products, services, Hems, issues or causes that USMPA deems offensive or Inappropriate In Its sole, exclusive and absolute discretion.
- (6) I acknowledge and agree that USMPA is the sanctioning body for the Sport Modified race car rules of the Events, and has sole authority to enforce the Rules and Regulations for purposes of exercising its sanctioning authority over all aspects of race car rules, specifications, or anything contained in the USMPA rules, during the competition of any Events which USMPA rules are being used, the eligibility to race in any Event, inspection process (pre and post-race), USMPA, It being understood and agreed that the Implementation and enforcement by USMPA of the Rules and Regulations may have an adverse impact (Including an adverse economic impact) on me. I further agree that all decisions of USMPA officials, or track officials, regarding the interpretation and application of the Rules and Regulations, including without limitation the scoring of all events and other race day decisions shall be non-litigable. Any disputes retarding the Interpretation and application of the Rules and Regulations shall be fully and finally adjudicated by an independent "Appellate Board" created by USMPA. And that their decision shall be final. The members of the Appellate Board will consist of a mix of USMPA representatives, including promoters, track officials, team owners, drivers, and/or, crew members, as determined by USMPA, and such Appellate Board will be subject to the USMPA appeals process .I further covenant and agree that I shall not, directly or Indirectly or on behalf of myself, and my (as applicable) successors: heirs, employees, employers, directors, officers, contractors, teams, team owners, crew members, officials, promoters, business partners, sponsors, licensees, family members, permitted assigns, guarantors guardians, executors, administrators, agents, members, shareholders, representatives, attorneys, and all other related persons, entities, divisions, subsidiaries, and affiliates, sue or otherwise Initiate any type of legal action against USMPA and/or its promoters, track operators, sponsors, independent contractors and assignees, as well as each of the foregoing's respective affiliate companies and all of their respective owners, members, directors, officers, employees, drivers, crew members, and independent contractors (collectively the "*Releasees*") to challenge such decisions, to seek monetary damages, to seek Injunctive relief or other equitable relief, or to seek any other type of legal remedy. I agree that my sole and exclusive remedy against a Rules and Regulations decision I disagree with is for me to pursue an appeal of the decision with the Appellate Board. I understand that if I sue, litigate, or otherwise pursue or Initiate any such legal action, which expressly violates this provision, then (I) t expressly agree to and shall reimburse the Releasees for all of their attorneys' fees and costs in defending against such legal action, and (n) any suspension I am under at the commencement of such legal action will be extended for the length of time- such legal action was in violation of this provision, such extended suspension time to begin after such legal action has been fully dismissed:
- (7) I hereby irrevocably grant and assign to USMPA its promoters and track operators, and each of their respective sponsors and affiliate companies (collectively, the "*Authorized Users*") the non-exclusive, worldwide, royalty-free and perpetual right and authority to use my name, nickname, initials, image and likeness (in or out or uniform), persona, autograph/signature (including facsimiles thereof), voice, biographical information, career statistics, trademarks, copyrights and/or any and. all other intellectual property and/or identifying characteristics relating to me and my racing career, including without limitation drawings, artistic renderings, photographs, images, audio and/or video of me and/or my race vehicle, in any and all mediums and/or formats public and private Strictly for Promoting USMPA.
- (8) I further understand, acknowledge and agree that there is no express or Implied warranty as to the Quality of workmanship, materials, fitness for a particular purpose, safety, efficiency, roadability, raceabilty, drivability or merchantability of my race vehicle resulting from publication and/or my compliance with the Rules and Regulations and that they are intended merely as a guide and are minimum requirements for the conduct of the sport and are in no way a guarantee against injury or death to participants, spectators, or others;
- (9) I understand that I am neither an agent nor employee, nor independent contractor of any of the Releasees. Further, I understand that I am solely responsible for compensating my employees, independent contractors, agents and pit crew members. As a self-employed racecar driver, I also assume full responsibility for reporting or filing any reports or tax returns with the appropriate authorities on any and all earnings or funds received as a result of my participation in Events, including. But not limited to, Federal Social Security taxes, Federal income taxes, State Income taxes, Federal *and* State withholding taxes, unemployment taxes, and all applicable labor and other requirements with respect to my self-employment, sole proprietorship, or other form of business organization, and workers compensation insurance. I agree to indemnify, defend and hold the Releasees harmless (from any liability for, or assessment of, any claims or penalties, including attorneys' fees and costs incurred, with respect to any tax liability, including labor or employment taxes, imposed on the releasees by the relevant taxing authorities with respect to any compensation paid to me by USMPA.

Signature of Applicant: _____ Date: _____