

NMRA

2010

REGISTRATION, RELEASE & WAIVER

Expires December 31, 2010

REGISTRATION, CERTIFICATION, ACKNOWLEDGEMENT, AND AUTHORIZATION FOR PUBLICITY USAGE

REGISTRATION. I hereby register with the NMRA for the division specified on this application. I certify that the information supplied by me on this registration form is true and correct and may be relied upon by the NMRA. I understand that registration is subject to the official competition rules of the NMRA. If the NMRA approves my registration form, I agree to be bound by such official competition rules and agree that decisions by the NMRA and/or interpretation of rules will be governed exclusively by the administrative review and appeal procedure set forth in such rules.

CERTIFICATION. I certify that I am 16 years of age or older. (In consideration of acceptance by the NMRA of this registration form, an registrant who has achieved the age of 16 but has not achieved the age of majority in the state where the registrant resides, must have a parent or natural guardian sign this registration, authorization, release and waiver of liability.)

I certify that I am not an agent or employee of either the NMRA or National ¾ Midget Racing Association, Inc. I certify that I will assume all responsibility for all charges, premiums and taxes, if any, payable on any funds that I may receive as a result of my competitive activities, including without limitation, social security taxes, unemployment insurance taxes, compensation insurance, income taxes and withholding taxes.

ACKNOWLEDGMENT. I hereby acknowledge and agree that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape, or sound reproductions taken, made, transmitted, reproduced, or used for any purpose of any NMRA event, including practice, qualifications, the race, awards ceremonies or other event associated with the racing event, and also including but not limited to pictures and sound of me alone or with other persons, with or without racing equipment, as well as any and all receipts there from, and any transcription thereof.

AUTHORIZATION FOR PUBLICITY USAGE. I agree that the NMRA (National ¾ Midget Racing Association, Inc.), or its assigns, on a non-exclusive basis, may use my name and pictures, including pictures of my racing equipment and pictures taken at any NMRA event for publicity purposes, but not for commercial sponsorship of any product.

Dated: _____ **SIGNATURE OF REGISTRANT:** _____

Print Name of Registrant: _____

RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of being permitted to enter for any purpose any 'restricted area' (hereinafter defined as including but not limited to the racing surface, pit areas, infield, garage areas, and all walkways, roadways, concession areas and other area where any activity related to the competitive racing event 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 the NMRA and/or National ¾ Midget Racing Association, Inc., its shareholders, officers, directors, successors and assigns, the race organizers, the owners and lessees of the premises on which the events take place, the participants in the events (including car owners, drivers, mechanics, pit crew, and any persons in any restricted area), officials, promoters, sponsors, advertisers, manufacturers of all racing equipment upon the premises, and the officers, directors, officials, representatives, agents and employee of all of them (all of whom for the purpose herein are referred to as "releases") 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 NMRA event, and whether arising while engaged in competition or in practice or preparation therefore, 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 releaseses or any other persons.

ASSUMPTION OF RISK. I know that there is danger to myself and my property, both from known risks and unanticipated risk, while I am in or upon any restricted area or while I am attending, participating in, or assisting in an NMRA event. I assume all such risk 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 releaseses 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 releaseses 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, whether caused by the negligence of the releaseses or otherwise.

THIS IS A RELEASE

Dated: _____ **SIGNATURE OF REGISTRANT:** _____

Print Name of Registrant: _____