We Build Champions

FOR ASA RACING	
Member No.: _____	Rec'd: _____
Card Printed: _____	Check #: _____

2012 ASA RACING LICENSE APPLICATION

Full Legal Name: **First** **Last**

Nickname-if different than legal name: **Social Security # / Gov't Photo I.D.** - -

Address:

City: **State** **Zip Code**

Email Address:

Cell# - - **Work Phone:** - -

Home#

Date of Birth: m m / d d / y y

Spouse:_____ **Male ( ) Female ( )**

ASA Member Race Track:_____ **Division:**_____**Car #:** ___

Medical Insurance Carrier: _____ **Policy #:**

Separate Licenses Required for Owner and Driver

Please Check the Appropriate Box:

Member Track	**Premier Division** ☐ Owner Fee: $125.00 ☐ Driver Fee: $125.00 ☐ Crew/Sponsor Fee: $90.00 **Other Divisions** ☐ Owner Fee: $90.00 ☐ Driver Fee: $90.00 ☐ Crew/Sponsor Fee: $90.00
ASA Series	ASA Series/Tour: _____Division:_____ Car/Truck # Requested: _____ Secondary Car/Truck # Requested: _____ ☐ Series Owner Fee: $200.00 ☐ Series Driver Fee: $200.00 ☐ Series Crew/Sponsor Fee: $100.00 ☐ Educational Series Fee: $200.00
Official	☐ Officials Fee: $85.00

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I hereby apply to the Racing Speed Associates, L.L.C. dba ASA Racing ("ASA Racing") for a 2012 ASA Racing License as specified on this application. I understand that if this 2012 ASA Racing License Application ("Application") is accepted by ASA Racing, this Application, including the Release and Indemnity Agreement on the reverse side of this Application, will become a binding agreement between ASA Racing and me ("Agreement"). I understand that my license is not transferable and may be suspended or revoked by ASA Racing pursuant to the Rules. I also agree that the Agreement, including my license, and/or interpretation or application of the Release and Indemnity Agreement is governed by Florida law. The exclusive jurisdiction as to any action that involves the Agreement, including my license, interpretation or application of the Rules, and/or interpretation or application of the Release and Indemnity Agreement shall be a federal or state court located in Volusia County, Florida.

I understand that ASA Racing may require me to provide an official government-issued photo identification containing date of birth at any time. I understand that in the event that I am under 18 years old as of the date of this Agreement, I shall be required to submit a fully executed minor's consent and liability release with my Application. I agree that in the event my Application is approved by ASA Racing, the resulting agreement will create an independent contractor relationship with ASA Racing. 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 ASA Racing member including, but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes.

I acknowledge that no matter how many licenses I acquire through ASA Racing there is only one policy of insurance and one limit that covers me. **Initial Here** _____

I hereby apply to the Racing Speed Associates, L.L.C. dba ASA Racing for an ASA Racing License and enclose the required fee payable to ASA Racing. I understand that my ASA Racing License expires on December 31, 2012. I further understand that my ASA Racing License is the property of ASA Racing and in the event of a disciplinary action by ASA Racing or a determination by ASA Racing that I have violated this Agreement, including but not limited to, a determination by ASA Racing that I have provided false, incomplete or misleading information, it must be surrendered upon demand by ASA Racing in ASA Racing's discretion.

I understand that ASA Racing is under no obligation to accept this application.

I certify that the information supplied by me on this Application is true and correct.

Signature:_____ Date Signed:_____

All 2012 ASA Racing License Applications must be completely filled out and accompanied by the required fee. THE RELEASE AND INDEMNITY AGREEMENT ON THIS APPLICATION MUST BE COMPLETELY READ AND SIGNED. Each Application requires review and approval by ASA Racing, and may be rejected in the discretion of ASA Racing.

Initial Here _____

THE RELEASE AND INDEMNITY AGREEMENT ON THIS PAGE OF THE APPLICATION MUST BE COMPLETELY READ AND SIGNED.

Release and Indemnity Agreement
For Calendar Year 2012

PLEASE READ CAREFULLY AND SIGN AS INDICATED

In consideration of this ASA Racing License, which will authorize me to have access to certain Racing Speed Associates, L.L.C., d/b/a ASA Racing "ASA Racing") member track premises, including certain restricted areas, spectator viewing and parking areas, and all other areas requiring a ticket or credential for admission (in each instance, the "Track"), I agree to the following conditions:

1. **Advertising and Promotion Release and Assignment.** I understand and agree for myself and each third party I represent that ASA Racing exclusively and in perpetuity owns, in connection with any and all activities at an ASA Racing event, including without limitation, promotions, open tests, practices, qualifications, races and award ceremonies as well as in connection with any events, (collectively, the "Event"), any and all rights to commercially exploit such Event and ASA Racing including all rights to all photographs, video reproductions, audio reproductions, films or still and/or motion pictures, images, sounds, data (including without limitation in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews and timing and scoring information), radio and television broadcasts and other reproductions or depictions of any such Event or any portion thereof, including without limitation pictures, images and sound of me and/or any vehicle(s) relating to my participation in the Event, alone or with others, through any and all media whether now known or hereafter discovered, and to copyright, reproduce, distribute, display, perform, sell, license, and otherwise dispose of the same for any purpose whatsoever, including the advertising and exploitation thereof, together with alterations and derivative works of each of the above. I hereby assign to ASA Racing exclusively and in perpetuity any and all rights described herein. I hereby grant to ASA Racing a non-exclusive, perpetual license to use my rights of publicity for the purpose of promoting the Event and ASA Racing. I represent and warrant to ASA Racing that as of the date of this Agreement, I have not granted any third party the rights described herein. I agree to take all steps reasonably necessary, and all steps requested by ASA Racing, to protect, perfect or effectuate ASA Racing's ownership and other interest in these rights. Without limiting the foregoing rights of ASA Racing, I agree that ASA Racing may assign or sublicense these rights to the promoter of an Event ("Event Promoter"), the Track owner, and the members, successors, affiliates, and assigns of ASA Racing. 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 ASA Racing's rights. Further, I agree that I will not reproduce, sell or otherwise use or exploit any photograph, film, video, audio, depiction or reproduction of the Track's or ASA Racing's or the Event Promoter's trademarks, name, events or other property, or assist another party in doing any of the foregoing, without ASA Racing's and the Event Promoter's prior written consent.

2. **Release and Indemnity.** In further consideration for my being permitted during the calendar year, above, to compete, officiate, observe, work for, or participate in any way in an ASA Racing event, and/or 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 a ASA Racing event shall take place) of any

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race track conducting an ASA Racing event, I, for myself, my personal representatives, assigns, heirs, and next of kin hereby:

A. Acknowledge, agree and represent that I have, or will immediately upon entering any restricted area, and will continuously thereafter, inspect each restricted area which I enter, and I further warrant that my entry into any restricted area and/or my participation in any ASA Racing event constitutes an acknowledgment that I have inspected all such areas and that such areas are safe and reasonably suited for my use, and I further agree and warrant that at any time I am in or about any restricted area and I feel anything to be unsafe, I will cease further participation in the ASA Racing event(s), will immediately advise the officials of such unsafe situation, and will leave the restricted areas and not return.

B. RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE ASA Racing, the promoters, participants, racing association sanctioning organization or any subdivision thereof, track operator, track owner, officials, vehicle owners, drivers, pit crews, any person in any restricted area, sponsors, advertisers, owners and lessees of premises used to conduct any event, 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 any premises, restricted area, or event, their respective parents, subsidiaries, wholesalers, affiliated corporations or entities, and each of them, and the directors, officers, agents, and employees of each of them, (all for the purposes herein referred to as the "RELEASEES") FROM ALL LIABILITY TO ME, my 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 MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF ANY AND ALL RELEASEES, OR OTHERWISE while I am in or upon any restricted area and/or participating in any way in a ASA Racing Event.

C. AGREE TO DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS RELEASEES and each of them FROM ANY LOSS, LIABILITY, SUIT, DAMAGE, OR COST (including without limitation attorneys' fees) they may incur due in any way to my presence in or upon any restricted area or my participation in any way in a ASA Racing event, and whether caused by the negligence or gross negligence of any and all RELEASEES or otherwise.

D. ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE DUE TO NEGLIGENCE OR GROSS NEGLIGENCE OF ANY AND ALL RELEASEES OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENT RESCUE OPERATIONS, while in or upon any restricted area and/or while participating in any way in a ASA Racing event.

E. UNDERSTAND AND AGREE THAT ASA RACING AND/OR THE EVENT PROMOTER MAY REQUIRE ME TO COMPLETE A MEDICAL HISTORY FORM AND/OR PASS A MEDICAL EXAMINATION as prescribed by ASA Racing to determine my physical and psychological fitness to participate in a ASA Racing event. I HEREBY WAIVE ANY AND ALL CLAIMS REGARDING SUCH FORMS OR TESTING, INCLUDING WITHOUT LIMITATION CLAIMS OF INVASION OF PRIVACY AND BREACH OF CONFIDENTIALITY RELATING TO SUCH FORMS, TESTING, OR TESTING RESULTS.

F. Acknowledge and agree that activities relating to ASA Racing events are very dangerous and involve the risk of serious injury, death and/or property damage, and that my heirs and next of kin have been so advised. I further acknowledge and agree that this Agreement and the Media Release

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are intended to be as broad and inclusive as permitted by law of the Province, State, or Country in which the event(s) in question is conducted, and that if any portion of this Agreement and/or the Media Release is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

G. **The term of this Release and Indemnification starts on the date written below and ends on December 31 of the year written above. I am sufficiently knowledgeable to understand that I am waiving rights related to the negligence of others and my personal injury claims. Each time I participate during the term of this Release and Indemnification I will familiarize myself with the present condition of the facility including all areas in which I may be. I further understand that this release covers each time I am on the premises where an event takes place during the term of the release.**

H. **Venue in Florida. The parties including participant agree that the laws of the State of Florida will govern this document and any dispute will be brought in the courts of Volusia County, Florida, the agreed upon venue, and choice of Florida Law. I acknowledge the State of Florida has a Motorsport Nonspectator Liability Release Law.**

I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT AND MEDIA RELEASE HAVE BEEN MADE.

Print Participant's Legal Name

Print Legal Name of Witness

I HAVE READ THIS RELEASE

Participant's Legal Signature (in ink)

Participant Date of Birth

Date

Legal Signature (in ink) of Witnessing ASA/Track/Series Official / Notary Public or Witness including copy of their Government Identification.

Date

Return this Document to: **ASA Racing**
457 South Ridgewood Ave. #101
Daytona Beach, Fl 32114
(386) 258-2221, Fax (386) 258-2221

INCLUDE: Copy of your Government Picture ID

Initial Here _____