



873 5th Concession West
Flamborough, ON
L9H 5E4
(905) 659-3042

PLEASE PRINT CAREFULLY AND COMPLETE ALL SIDES OF THIS APPLICATION

2011 COMPETITOR PAYMENT CHANGE

CAR NUMBER _____ MAKE _____ MODEL _____ YEAR _____

By completing this form, I am registering as the owner of the named car, and may have one or more drivers competing under my ownership. All point funds and winnings are to be directed to me as the owner.

CAR OWNER NAME: _____

ADDRESS: _____

CITY: _____ PROV: _____ POSTAL CODE: _____

Home Phone: (____) _____ Business Phone: (____) _____

Fax #: (____) _____ Shop: (____) _____ Email: _____

Occupation: _____

Employer: _____

EMERGENCY CONTACT INFORMATION - THIS SECTION MUST BE FILLED OUT

Name: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell: (____) _____ Relationship: _____

Numbers are assigned on a first request basis as applications are received. Numbers will not be assigned until payment has been received. Numbers that were assigned the previous year (with 75% attendance) will be held until **February 28/11**.

A driver that has competed in a division considered to be a higher level than the one for which he or she is registering will not be eligible for Rookie status at the discretion of Flamboro Speedway officials.

*Drivers competing in more than five events (feature events in any previous years combined) in the division they have entered will not be eligible to register and compete for Rookie of the year awards.

I consent to allowing my e-mail address to be added to the Flamboro Speedway e-mail directory, which may be used as a communication tool from the speedway to competitors.

NOTE: APPLICANTS UNDER THE AGE OF 18 MUST HAVE ADDITIONAL PARENTAL CONSENT PAPERWORK COMPLETED

IMPORTANT: ALL SIDES OF THIS APPLICATION MUST BE FULLY COMPLETED BY APPLICANT BEFORE THE APPLICATION WILL BE CONSIDERED FOR APPROVAL.

Phone 905-689-6052 office 905-659-3042 track Fax 905-689-3770



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(Please read carefully and sign as indicated)

I am the applicant identified on the reverse side of this application. I hereby apply for membership, as indicated on the reverse side, at Flamboro Speedway and authorize Flamboro Speedway to represent my interests as they may appear in auto racing matters. I acknowledge that I am familiar with the current rules of the division applied for and agree to abide by the current rules as they may be amended from time to time. I understand that this license is not transferable and may be suspended by Flamboro Speedway pursuant to the provisions of the Flamboro Speedway rulebook as it may be amended from time to time.

I further certify that I am an independent contractor and not an agent, servant or employee of Flamboro Speedway, and that I will retain such status as an independent contractor in the event my membership and license application is approved by Flamboro Speedway. 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 a Flamboro Speedway member, including but not limited to, unemployment insurance taxes, workers compensation, insurance, income taxes and withholding taxes.

ADVERTISING AND PROMOTION RELEASE: Flamboro Speedway or its duly authorized agents and assigns, may use the APPLICANT'S name, likeness and photographs of the APPLICANT or the APPLICANT'S cars, including photographs of the APPLICANT or the APPLICANT'S cars taken during the EVENT, in any way, medium or material, for promoting, advertising, recording or reporting any Flamboro Speedway sanctioned EVENT(S) before, during and after such EVENT(S), including but not limited to television and radio broadcasts, film production, video tape reproductions, website, internet and the like, and do hereby relinquish all rights thereto for these purposes.

I understand that acceptance of this membership application and fee by any Flamboro Speedway Official does not constitute approval of this application, and that all applications must be approved by Flamboro Speedway

IMPORTANT

* If you apply for a license, you **MUST** compete in 75% of the sanctioned home track events in order to retain your number for the following year.

* All point fund and year-end awards will be based on entry participation.

X _____

Applicant's legal signature (in blue ink)

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**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK 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 and RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by 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 have 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, WAIVERS, 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, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, 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 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 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/or property damage. 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.

X _____

(Applicant's legal signature (in blue ink))

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