



The TireRack.com Indy Double-10

Indianapolis Motor Speedway

Speedway, Indiana, USA

September 12-13, 2020

New To ChampCar Video



Drivers Meeting will be live for Indy about one week out from the event.

Drivers Meeting Video



Waiver and Wristbands: In order to enter the facility, every driver, every crew member, and every guest must pre-print and sign each of the four (4) waiver pages.

One signature per driver/crew per waiver. No witnesses required when it asks for a witness.

- ChampCar Communicable Disease Related Hold harmless, release, waiver of liability, and indemnity agreement
- ChampCar Release and waiver of liability, assumption of risk, and indemnity agreement
- Indianapolis Motor Speedway Liability w/Covid-19 Release and waiver of liability, assumption of risk, and indemnity agreement
- Indianapolis Motor Speedway Participant Consent Waiver

This will be your ticket to enter the event. You will not be allowed to enter the facility without this waiver. Go to <https://champcar.org/events> to print additional waivers.

No one – including any employee or event member – who has experienced any of the following symptoms at any time during the 14 days preceding event, or who is a household member, intimate partner or caregiver of anyone who has experienced these symptoms, may enter the property:

- fever
- cough
- shortness of breath
- persistent pain or pressure in chest
- confusion, or bluish lips or face.

Any renter or crew member who is or has experienced any of the above symptoms must notify ChampCar/ Indianapolis Motor Speedway immediately. Anyone who begins experiencing any of the above symptoms during an event must leave the facility immediately.

Minor Waiver - Please contact Dana Morrison at dana.morrison@champcar.org



COVID-19 Event Guidelines

7/15/2020 v2

Event Guidelines

- The following policies are subject to change based on local government guidelines in relation to COVID-19.
- All published local guidelines will be on hand for easy reference.
- ChampCar asks that anyone who is at higher risk for severe illness, feeling unwell, or who has been in contact with anyone that is sick in the last two weeks would stay home.
- If you are healthy, but uncomfortable being around other people for fear of illness, it may be better if you skip the event. ChampCar will happily move your entry fee to another event later in the year.
- Event is closed to spectators. It is advisable that non-participating personnel do not accompany the team to the event.
- While ChampCar is not limiting the number of team members per car in attendance, each track may have restrictions that we must follow. Please read the supplemental rules for each event to see if such restrictions exist.
- ChampCar recommends all participants follow current CDC guidelines on social distancing and personal protective gear. Signs will be placed around the venue to remind people of social distancing and protective health protocols. Teams are responsible for determining which types of protective gear (mask, gloves, etc.) they choose to use and for bringing sufficient supplies for themselves.
- ChampCar will work with the track to have frequently touched surfaces such as tables, counters, doorknobs, light switches, etc. cleaned with disinfectant at regular intervals.
- ChampCar will ensure there are plenty of hand washing stations and/or hand sanitizers in and around the facility, particularly high traffic areas.
- Only essential workers are allowed in specialty work areas such as timing & scoring and race control.

Tech

- Only one team member (preferably the captain) may bring the car to tech.
- Bring your completely filled out tech form with you.
- Required decals will be available and set out on a table so you can pick up your own.
- We ask that you maintain six feet of distance from our tech inspectors.
- ChampCar will place less cars into the tech bay than normal to help maintain greater distances between people.

Gear Tech

- Arrive at gear tech fully suited up in your driver gear, carrying your helmet.
- ChampCar will hand you a gear check decal for you to apply on your own helmet.

Registration

- Only the captain is permitted to be at registration.
- If possible, complete all payments before arriving to registration.
- Registration line will be marked to maintain social distancing.
- Bring the team's completed COVID-19 waivers with you (no waiver = no driver band).
- Bring completed tech sheet and/or log book with you.
- Hard surfaces will be disinfected throughout the day.

Drivers Meeting

- Driver meetings will be held outside and comply with social distance protocols. The meetings will also be simultaneously broadcast both by FM transmitter as well as on the ChampCar YouTube Live channel. If a track does not allow public meetings of any kind, ChampCar will hold driver meetings exclusively over an FM transmitter and/or the ChampCar YouTube Live channel.
- Questions will be fielded as usual from in person participants as well as by YouTube chat.

Pit Road

- Some events may limit the number of people on pit road. Read the supplemental event rules for info. Even with no restrictions, ChampCar advises teams to not load up their pit boxes with extra people.
- Drivers will still be checked for arm bands at pit out. Please have your band ready to display to our pit out worker.
- Drivers will still need to report to Black Flag at pit in for on-track driving infractions. A ChampCar staff member will write out the infraction and place it on your windshield for you to read.
- All fueling rules remain in place.

Award Ceremony

- Award ceremony will be held outside, and social distancing protocols will be followed.

**COMMUNICABLE DISEASE RELATED
HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY,
AND INDEMNITY AGREEMENT**

TireRack.com ChampCar Endurance Series Indy Double-10

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S), I for myself, my personal representatives, heirs, and next of kin:

1. Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the past thirty days;
2. Acknowledge that I am aware that by entering the premises and participating in the EVENT(S) that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, “COVID-19” and/or any mutation or variation thereof;
3. HEREBY voluntarily agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE on behalf of myself or on behalf of others with whom I interact, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and leasees 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, whether caused by the negligence of the Releasees or otherwise;
4. HEREBY agree 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 my illness or death, whether caused by the negligence of the Releasees or otherwise.

I HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, 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.

ALL SECTIONS MUST BE COMPLETED.

PRINT NAME HERE

SIGN NAME HERE

DUTIES

I HAVE READ THIS RELEASE

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

TireRack.com ChampCar Endurance Series Indy Double-10

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, 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, sponsors, advertisers, owners and leasees 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, employees, representatives, owners, members, affiliates, successors and assigns 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 UNDERSIGNED'S INJURY OR DEATH, 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. 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 State or Province 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.
7. HEREBY acknowledges that the undersigned has the right to negotiate the terms and conditions of this release agreement but by signing below hereby waives such right.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, 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.

ALL SECTIONS MUST BE COMPLETED.

PRINT NAME HERE

SIGN NAME HERE

DUTIES

I HAVE READ THIS RELEASE

SIGNATURE AND TITLE OF WITNESS

ADDRESS OF WITNESS

**2020 INDIANAPOLIS MOTOR SPEEDWAY
COMMUNICABLE DISEASE RELATED
HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

I request Indianapolis Motor Speedway, LLC and its affiliates (collectively, "IMS") to provide me with admission, credentials and/or access to the premises of the Indianapolis Motor Speedway and/or other areas controlled by IMS (collectively, "Speedway") which may include, without limitation, facilities, rooms, offices, suites, hospitality areas, food service areas, restrooms, pit, track, victory lane, seating, stores, vendors and vending areas, garages, common areas, parking areas, golf course, concerts, museum building and other permanent or temporary indoor or outdoor areas at the Speedway to which I am provided access. In consideration for the granting of these privileges, I, the undersigned, for myself and my heirs, assigns, and personal representatives, do hereby:

1. **Acknowledgement and Assumption of Risk.** Acknowledge that I am aware that by entering the Speedway and/or participating in any way in any of the events or activities at the Speedway (collectively, "Activities") that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof; and I HEREBY EXPRESSLY AND VOLUNTARILY ASSUME the risk that I may be exposed to or infected with a communicable disease from my presence at the Speedway and/or Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. I understand that the risk of becoming exposed to or infected with communicable disease by my presence at the Speedway and/or Activities may result from the actions, omissions, or negligence of others including, but not limited to, the Released Parties (as defined below). I hereby expressly assume all such risks and dangers whether presently known or unknown.

2. **Release, Covenant and Waiver.** Voluntarily agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE IMS, INDYCAR, LLC, IMS Productions, Inc., Hulman Motorsports Properties, LLC, Penske Entertainment Corp., PMCH Corp. (f/k/a Hulman Motorsports Corporation), Indianapolis Motor Speedway Foundation, Inc., Motorsports Safety Technology, LLC, Automobile Competition Committee for the United States, United States Auto Club, Inc., Andersen Promotions, LLC, Parella Racing LLC, d/b/a Sportscar Vintage Racing Association, National Association for Stock Car Auto Racing, Inc., WC Vision LLC d/b/a SRO Motorsport America, KRAVE Group, LLC d/b/a MotoAmerica, ChumpCar International, Inc., Mid-Ohio Region Porsche Club of America, Inc., Ferrari North America, Inc., Participants (as defined below), and the officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates of each of the foregoing (collectively, "Released Parties") from and for any and all claims or liability arising out of my presence, admission and/or participation in any Activities at the Speedway, including but not limited to the potential for contracting a communicable disease while at the Speedway and all injury, illness, permanent disability or death (including without limitation from COVID-19), whether caused by the negligence of the Released Parties or otherwise. I am specifically releasing the Released Parties, individually and collectively, for their negligence in any form. **In signing this release, I FULLY RECOGNIZE THAT IF I BECOME ILL AS AN ALLEGED RESULT OF CONTRACTING A COMMUNICABLE DISEASE AT THE SPEEDWAY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MY INJURY, ILLNESS, PERMANENT DISABILITY OR DEATH BY THEIR NEGLIGENCE.** The term "Participants" shall include any person or entity along with their officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated with or connected to the Speedway and/or Activities, including but not limited to facility owners, race or event promoters, racing associations, sanctioning and/or governing organizations, event organizers, officials, track workers, volunteers, entrants, car owners, plane owners, drivers, riders, pilots, pit/flight crew members, mechanics, safety crew members, medical personnel, sponsors, broadcasters, suite holders, hospitality providers, special event hosts, manufacturers, suppliers, consultants, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons connected with and/or participating in Activities and/or present at the Speedway.

3. **Indemnity.** Agree to INDEMNIFY AND DEFEND AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, and/or cost they may incur arising out of or related to my injury, illness, permanent disability or death or any other associated harm, **including claims as to Released Parties' sole or contributory negligence.** As I am releasing any claim my family, guardian and/or representative, including my estate, might wish to make by reason of my injury, illness, permanent disability or death, this indemnity obligation shall specifically apply to such actions on my behalf and/or any such actions resulting from my injury, illness, permanent disability or death.

4. **Medical Release.** Understand IMS may, at its discretion, require me to participate in medical testing, examinations, and/or screenings as a condition to my having access to the Speedway or participating in any Activity before, during and after the Activity, and I agree to fully cooperate and provide accurate information. I affirm that I will not access the Speedway or participate in any Activity if I am advised against doing so by my physician and/or if I experience symptoms of COVID-19 or have a suspected or confirmed case of COVID-19. I hereby further consent and agree that for the purpose of contact tracing, IMS is permitted to release personal information about me to any government authority upon its request without inquiring about the lawfulness of the demand and without prior notice to me. I hereby agree to waive any and all claims regarding any examinations, screening, testing and/or testing results, regarding release of contact tracing information, and/or related to my denial of access to the Speedway or exclusion from any event at the Speedway, in each instance including, without limitation, claims of breach of contract, invasion of privacy and/or breach of confidentiality of information, notwithstanding whether such claims arise from strict liability, sole or contributory negligence, breach of contract, or any other legal theory.

5. **Other.** Agree that if any portion of this Agreement is held invalid, the remainder of the Agreement shall continue in full legal force and effect with such modifications to allow the remainder of claims to be waived, released, and indemnified against. The rights granted in this Agreement are in addition to any rights granted by me in any other agreements. This Agreement in no way limits or reduces the parties' rights and obligations under other obligations or agreements including without limitation any and all release agreements, licensing agreements or other arrangements. This Agreement is to be interpreted and enforced under the laws of the State of Indiana.

I HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, 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.

ALL SECTIONS MUST BE COMPLETED

Name:	_____	_____	_____	_____	_____	_____
	Last	First	Middle			
Address:	_____	_____	_____	_____	_____	_____
		City	State	Zip	Country	
Date of Birth:	_____					
	(month/day/year)					
Signature:	_____ READ! THIS IS A LEGALLY BINDING DOCUMENT				Date Signed:	_____



Event/Activity:

2020 INDIANAPOLIS MOTOR SPEEDWAY PARTICIPANT CONSENT, INDEMNIFICATION, & LIABILITY RELEASE AGREEMENT FOR NON-TRANSFERABLE CREDENTIAL (the "Agreement")

TO BE READ AND SIGNED BY EACH PARTICIPANT BEFORE BEING ISSUED CREDENTIALS FOR ACCESS TO THE PREMISES OF THE INDIANAPOLIS MOTOR SPEEDWAY AND/OR PARTICIPATION IN RACING ACTIVITIES.

I request Indianapolis Motor Speedway, LLC and its affiliates (collectively, "IMS") to provide me with credentials and/or access to the premises of the Indianapolis Motor Speedway ("Speedway"), including, but not limited to, certain restricted areas, and/or the privilege of participation in racing activities. In consideration for the granting of these privileges, I, the undersigned, for myself and my heirs, assigns, and personal representatives, do hereby assess and accept the risk and agree to the following conditions:

CONDITIONS:

Certification. I CERTIFY that I am at least eighteen (18) years old.

Assumption of Risk. I UNDERSTAND that my presence on the premises of the Speedway, including, but not limited to, certain restricted areas, and/or my participation in activities associated with the event(s) on the premises of the Speedway (the "Event"), including, but not limited to, racing activities, will expose me to dangers both from known risk and unanticipated risk. Acknowledging that such risks exist, I assume these risks, including the risk of negligent conduct. I recognize that negligent conduct can cause property damage and personal injury including serious injury or death. I also recognize that my injuries and/or damages may be caused, increased, or compounded by negligent rescue operation or procedures. I further acknowledge and agree that I have or will immediately upon entering any of the Speedway's premises (including any restricted areas), and will continuously thereafter, inspect the premises and/or any restricted areas which I enter, and further agree and warrant that, if at any time, I am in or about any area of the Speedway (including any restricted areas) and I feel like I should not be present in the area and/or participate in the activity or Event for whatever reason, I will immediately leave the area and/or discontinue my participation further in the activity and/or Event

Release, Covenant, and Waiver. I hereby release, waive, discharge, and covenant not to sue IMS, INDYCAR, LLC, Hulman Motorsports Properties, LLC, Penske Entertainment Corp., PMCH Corp. (f/k/a Hulman Motorsports Corporation), Indianapolis Motor Speedway Foundation, Inc., Motorsports Safety Technology, LLC, Automobile Competition Committee for the United States, United States Auto Club, Inc., Andersen Promotions, LLC, Parella Racing LLC, d/b/a Sportscar Vintage Racing Association, National Association for Stock Car Auto Racing, Inc., WC Vision LLC d/b/a SRO Motorsport America, KRAVE Group, LLC d/b/a MotoAmerica and/or Event Participants and the officers, directors, members, shareholders, owners, successors, assigns, representatives, agents, employees, and affiliates of each (collectively, "Released Parties") from any and all claims or liability arising out of personal injury or property damage suffered while on the premises of the Speedway and/or while participating in activities associated with the Event, including, but not limited to, any claim arising out of any condition on the premises of the Speedway or the conduct of any person in connection with the preparation for, supervision of, or conduct of any practice, qualification, race, or race-related activity. I am specifically releasing the Released Parties, individually and collectively, for their negligence in any form. In signing this release, I FULLY RECOGNIZE THAT IF I SUFFER PERSONAL INJURY OR DEATH AND/OR MY PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE SPEEDWAY AND/OR WHILE PARTICIPATING IN ACTIVITIES ASSOCIATED WITH THE EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MY INJURY, DEATH, OR DAMAGE BY THEIR NEGLIGENCE. The term "Event Participants" shall include any person or entity along with their officers, directors, members, shareholders, owners, successors, assigns, representatives, agents, employees, and affiliates that are in any way associated with or connected to the race facility or race event including but not limited to, race facility owners, race promoters, racing associations, sanctioning and/or governing organizations, officials, race facility workers, volunteers, entrants, car owners, plane owners, drivers, pilots, pit/flight crew members, aircraft mechanics, safety crew members, medical personnel, sponsors, suite holders, hospitality providers, special event hosts, manufacturers, suppliers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area and/or participating in the Event or restricted activities.

I recognize the high risk of injury or death connected with my participation. I agree that the only way to avoid this risk of participation is not to participate. I understand that once my participation begins, the risk has been undertaken and can no longer be avoided. I understand that my injury or death, as a result of my participation, affects my dependents and loved ones. I have discussed this risk with my loved ones, including my parents and as applicable, my spouse, and explained to them my agreement to release my fellow Event Participants, IMS, and all other Released Parties (as defined above), including a release from their own negligence (see Release above). I represent that they understand and support my decision. I agree that no one should undertake this risk without his or her own personal reflection and the input of loved ones.

I understand that any injury, including a fatal injury, that is claimed to have been caused by wrongful conduct that is intentional or willful and wanton by a person or entity connected with IMS (defined as a "Released Party" above) is an allegation that can have serious consequences to IMS. I agree not to make such a claim unless I can support the claim by established facts and give timely notice of the claim to IMS. I must deliver written notice to the President of IMS within thirty (30) days of the incident in which I allege the wrongful conduct occurred. The written notice must include my version of the incident, the factual basis of the claim, the name (identity or capacity of individual if name not known) of each person and/or entity who committed the wrongful conduct, and the nature of the injury or death caused by the wrongful conduct. I understand and agree that if I fail to deliver this timely written claim to the President of IMS or fail to include the required information, I agree that I have forfeited and waived my right to define the conduct in question as anything worse than conduct that I have specifically released such as negligence.

Indemnity. I AGREE to indemnify and hold harmless the Released Parties as to all lawsuits, claims, damages, costs, and attorneys' fees, including, but not limited to, claims as to the Released Parties' sole or contributory negligence, which arise out of my presence on the premises of the Speedway and/or my participation in activities associated with the Event and/or my violation, including my representative's violation, of any provision of this Agreement. I recognize that this indemnity applies to the unauthorized transfer or attempted transfer of these privileges. I also recognize that this indemnity applies to any lawsuit barred by this release, including, but not limited to, unsuccessful contentions that this release is unenforceable. As I am releasing any claim my family, guardian, and/or representative, including my estate, might wish to make by reason of my injury or death, this indemnity obligation shall specifically apply to such actions on my behalf and/or any such actions resulting from my injury or death.

Release Related to Commercial Rights and License. I UNDERSTAND AND AGREE that IMS and its successors and assigns, shall have and own, in connection with the Event held on the premises of the Speedway, the sole and exclusive right to commercially exploit such Event including, but not limited to, all rights to all photographs, video reproductions, audio reproductions, films or motions pictures, radio or television broadcasts, and other reproductions or depictions of the Event or any portion thereof, including without limitation descriptions, pictures, likenesses, images, name, and sound of myself alone or with others, through any and all media whether known or hereafter discovered. I hereby grant to IMS and its successors and assigns a non-exclusive, perpetual license to use and I irrevocably consent to the use of my rights of publicity for the purpose of promoting the Event and for the purpose of any other exploitation of the rights set forth above. I understand that I have no right to sell, transfer, or assign any of IMS's commercial rights to any person or entity.

Governing Law and Jurisdiction. I AGREE that this Agreement is governed by Indiana law. The exclusive jurisdiction as to any action that involves this Agreement, including, but not limited to, interpretation or application of the Release, Covenant, and Waiver and Indemnity, shall be a federal or state court residing in Marion County, Indiana.

Non-Transferability and Revocation. I AGREE that the privileges extended to me WILL NOT BE TRANSFERRED BY ME TO ANOTHER AND CAN BE REVOKED at any time and for any reason which IMS determines in its sole discretion to be desirable, including, but not limited to, improper attire, misconduct, or misuse of any privilege granted to me. I UNDERSTAND that false information given to obtain credentials or misuse of assigned credentials (transferring, duplication, etc.) will result in revocation of all credentials. The issuance of current and future credentials shall be at IMS's sole discretion.

READ! YOUR LEGAL RIGHTS ARE AFFECTED. If you are providing your SSN, please limit it to the LAST 4 DIGITS ONLY.

BY SIGNING BELOW, I certify that I carefully read and understand all of the provisions of the Agreement in English, consent to all such terms, and voluntarily sign this Agreement:

FOR OFFICE USE ONLY

TELEPHONE (Include Area Code) PRINTED NAME DATE OF BIRTH YOU MUST BE AT LEAST 18

PRINTED RESIDENCE ADDRESS CITY STATE ZIP

SIGNATURE EMAIL ADDRESS COMPLETE ONE DRIVER'S LICENSE STATE PASSPORT SOCIAL SECURITY (Last 4 digits ONLY) DATE

TEAM OR AFFILIATION SIGNATURE OF TEAM/ ADMINISTRATION REPRESENTATIVE

IMS may use information that you submit here, including your email address and other contact information, to provide you with direct-marketing communications from IMS or its affiliates/other third parties selected by IMS, including without limitation information regarding future IMS events, IMS products or services, and/or other related offerings. Such direct-marketing communications may include email messages, text messages, or other electronic or non-electronic forms of communication. YOU HAVE THE RIGHT TO OPT OUT of receiving any such communications by marking the checkbox below. [] I opt out of direct marketing communications.

THIS IS A RELEASE