

LICENSE AGREEMENT

CONTRACT: I hereby certify that I am an independent contractor, assuming all responsibility for monies received as a result of my activities at the 141 Speedway, including without eliminating, income taxes, FICA, worker's compensation, and withholding taxes. *I am not an employee, servant or agent of the 141 Speedway.*

CONSIDERATION AND COMPLIANCE: In consideration of acceptance by the 141 Speedway of my application and payment of membership fees and/or pit entrance fees the undersigned agrees to abide by all rules and regulations of the 141 Speedway as to conduct and mechanical specifications, as now published or hereafter modified. Undersigned further recognizes his/her obligation to the public and the 141 Speedway, which posts the prize monies and conducts the events, and agrees to compete in all events for which he/she may be qualified, if humanly possible.

BREACH AND DAMAGE: In the event the undersigned breaches this agreement, he/she shall be liable for actual and liquidated damages sustained by the 141 Speedway as a direct or indirect result of such breach.

BENEFITS: I understand and agree that myself and my executors and assigns will be entitled to benefits of the accident insurance policy procured by the 141 Speedway for accidental injuries or death which occur as the result of external, violent and visible means, sustained in 141 Speedway events. The coverage of said policy shall constitute the limit of liability of the 141 Speedway for such injuries occurring to me in any 141 Speedway event, provided proper notification of such occurrence is filed with the 141 Speedway.

OWNERSHIP: If owner of a registered racing car, I hereby certify that I have good and marketable title to said vehicle or any part thereof, in the event same is claimed or sold pursuant to the rules of the 141 Speedway.

ACCIDENTS: If any participant or spectator should be seriously or fatally injured, the 141 Speedway reserves the right to impound the involved car(s) for review and evaluation, and may exercise this right at any time. Furthermore, if it becomes necessary, in the opinion of the 141 Speedway personnel or safety crew, to cut the car apart, the 141 Speedway reserves the right to do so in any manner they see fit without incurring any obligation whatsoever.

ADVERTISING RELEASE: The undersigned consents to the use of his/her name and/or pictures of him/her and/or pictures of his/her car, for publicity, advertising and endorsements, both before and after events, and relinquishes any rights to photos taken in connection with events, and consents to the publication or sale of such photos by the 141 Speedway.

COVENANT NOT TO SUE: Any dispute, controversy or claim involving the undersigned member, whether or not relating to this agreement or alleged breach of same, shall be settled in accordance with the existing and/or amended rules and regulations of the 141 Speedway, and the undersigned agrees to accept the decisions rendered by such process. All participants further covenant and agree that they will not initiate any type of legal action against the 141 Speedway and its employees, to challenge such decisions, to seek monetary damages, to seek injunctive relief or to seek any other kind of legal remedy. If a participant pursues any such legal action, which violates this provision, then the participant expressly agrees to reimburse the 141 Speedway for all of its attorney's fees and costs in defending against such legal action.

BY MY SIGNATURE BELOW, I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT. I AGREE TO ABIDE BY ALL TERMS OF THIS AGREEMENT AND THE REQUIREMENTS OF THE RULES OF THE 141 SPEEDWAY.

Printed Name of Participant: _____

Legal Signature: _____

Dated: _____

Witnessed by: _____

Dated: _____