



# 2017 Southeast Dirt Modified Series Membership Application

Completed Form & Payment (\$100.00) Must be Submitted by April 15<sup>th</sup>

I am the applicant identified below. I hereby apply for membership, as indicated below, with the Southeast Dirt Modified Series (SEDMS) and authorize the SEDMS to represent my interests as they may appear in auto racing matters. I acknowledge that I am familiar with the current rules of the SEDMS as they may be amended from time to time. I understand that this membership is not transferable and may be suspended by the SEDMS pursuant to the provisions of the SEDMS rules 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 the SEDMS, and that I will retain such status as an independent contractor in the event my membership and license application is approved by the SEDMS. 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 SEDMS member, including, but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes, and withholding taxes.

I acknowledge that the SEDMS, its duly authorized agents and assigns, may use my name and likeness in any way, medium or material, for promoting, videotape reproductions and the like, and do hereby relinquish all rights thereto for these purposes. Furthermore, I understand that acceptance of this membership application and fee does not constitute approval, and that all applications must be approved by the SEDMS.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT

In consideration of being permitted to enter for any purposes 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 the event shall take place), or being permitted to compete, officiate, observe, work for or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of the restricted areas, and will continuously thereafter, inspect such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he/she has inspected such restricted area or areas and accepts the same as being safe and reasonably suited for the purpose of his/her use, and he/she further agrees and warrants that is any time, he/she is in or about restricted areas and he/she feels anything unsafe, he/she will immediately advise the officials of such and will leave the restricted areas:

HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivisions thereof, track operator, track owner, officials, car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purpose herein referred to as "releases", 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 therefore on account of injury to the person or property or competing, officiating in, observing, working for, or for any purpose participating in the event.

HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases 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 or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releases or otherwise.

HEREBY AGREES FULL RESPONSIBILITY FOR AND RICK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for, or for any purpose participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the Province or state in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILTY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Driver's Name \_\_\_\_\_ Car # \_\_\_\_\_ Chassis \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ SS# or Tax ID \_\_\_\_\_ Date of Birth \_\_\_\_\_

Website \_\_\_\_\_ Facebook \_\_\_\_\_

Email \_\_\_\_\_ Twitter \_\_\_\_\_

Sponsors \_\_\_\_\_

Owner's Name \_\_\_\_\_ SS# or Tax ID \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_