



2011 ADULT Membership/License Application Thunder Mountain Raceway, PO Box 144,  
Justice, WV 24851

# \_\_\_\_\_ CLASS \_\_\_\_\_  
DRIVER: \_\_\_\_\_ Nick Name \_\_\_\_\_ Make \_\_\_\_\_  
Model/Chassis \_\_\_\_\_  
STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_  
ZIP \_\_\_\_\_  
EMAIL: \_\_\_\_\_ DATE of BIRTH \_\_\_\_/\_\_\_\_/\_\_\_\_  
PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ SSN: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_ In lieu of W-  
9

Tax Recipient: *if DIFFERENT from driver:*

NAME: \_\_\_\_\_ SSN: \_\_\_\_/\_\_\_\_/\_\_\_\_

Sponsors: 1. \_\_\_\_\_  
2. \_\_\_\_\_

Rookie for 2011. I have not competed in more than five races in this division.

Signature: \_\_\_\_\_

**2011 ADULT RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT. THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF** my ability to participate in any and all motor vehicle racing events promoted, and/or operated by Thunder Mountain Speedway, LLC during the **2011 season (January 1, 2011 through December 31, 2011)** and any and all affiliated activities including, without limitation, driving, racing, training, learning, practicing, competing, maintaining vehicles, observing and spectating, or for any other purpose (hereinafter collectively "EVENTS") and/or **IN**

**CONSIDERATION OF** my ability to enter into or upon any RESTRICTED AREA (hereinafter defined as including, but not limited to, the racing track and surface, pit areas, infield, paddock and garage areas, grandstand areas, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENTS are or will be taking place) in connection with the EVENTS. The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively "UNDERSIGNED") hereby:

1. **INSPECTION:** Acknowledges, agrees & represents that immediately upon entering any RESTRICTED AREA, the UNDERSIGNED shall & shall continuously thereafter, inspect every area of the RESTRICTED AREA which the UNDERSIGNED enters, & the UNDERSIGNED further agrees & warrants that, if at any time, the UNDERSIGNED is in or about any part of the RESTRICTED AREA & feels anything to be unsafe, the UNDERSIGNED will immediately advise a representative, employee or agent of and the owner or operator of the RESTRICTED AREA of such, & if necessary will leave the RESTRICTED AREA and/or refuse to participate in the EVENTS.

2. **WAIVER AND RELEASE:** Hereby **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** Thunder Mountain, the operators, organizers, sponsors, and hosts of the EVENTS, officials, rescue personnel, the track and facility and location owners, lessors, leasees, inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the track, facility and location, and each of

their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, affiliated organizations and entities, and all other persons or entities participating or involved in the EVENTS (hereinafter collectively "RELEASEES"), **FROM ALL LIABILITY** to the UNDERSIGNED for any and all loss or damage and any claim or demands therefore on account of **INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH** of the UNDERSIGNED arising out of or related to the UNDESIGNED's participation in any way in the EVENTS and/or the UNDERSIGNED's presence in or upon the RESTRICTED AREA where the EVENTS are or will be taking place, even that caused by the ordinary **NEGLIGENCE** of the RELEASEES (hereinafter "LIABILITY"). The LIABILITY encompasses, but is not limited to, active or passive conduct, ordinary NEGLIGENT RESCUE EFFORTS, and ordinary NEGLIGENT enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning the ordinary NEGLIGENT selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the EVENTS.

3. Hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that **NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. RELEASING PARTY HAS COMPLETELY READ ALL TWO (2) PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS.** UNDERSIGNED SIGNS THIS DOCUMENT IN FRONT OF A WITNESS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this agreement.

4. **MEDICAL CONSENT AND RELEASE:** Hereby specifically **AUTHORIZES AND CONSENTS TO** RELEASEES providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the EVENTS or during the UNDERSIGNED's presence in or upon the premises, facilities, and locations where the EVENTS are or will be taking place. UNDERSIGNED expressly **WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS** from and against any and all LIABILITY arising therefrom.

5. **EXPRESS ASSUMPTION OF RISK:** Hereby acknowledges that the ACTIVITIES are **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.** This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the EVENTS, which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, other persons, and natural or manmade objects. The EVENTS will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels of equipment, and UNDERSIGNED expressly assumes the risks associated with mixed and varying skill levels and varying equipment. RELEASING PARTY also acknowledges that there may be undefined and presently unknown risks and dangers associated with the EVENTS, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the RELEASEES. This includes the potential ordinary NEGLIGENCE in the implementation or enforcement of (or the failure to implement or enforce) any rules, regulation or guidelines related to the EVENTS and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the EVENTS. UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown. The UNDERSIGNED, also expressly acknowledges that injuries received may be compounded or increased by ordinary **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** of the RELEASEES or others.

6. **INDEMNITY AND HOLD HARMLESS:** Hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES and each of them from any loss, liability, damage or cost (including attorneys' fees and court costs) they may incur arising out of or related to the UNDERSIGNED's presence in or upon the restricted area where the events are or will be taking place,

whether caused by the ordinary **NEGLIGENCE** of the **RELEASEES** or otherwise. **UNDERSIGNED** also hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by **UNDERSIGNED** during or in connection with **UNDERSIGNED's** participation in the **EVENTS**, and/or arising out of **UNDERSIGNED's** improper, tortious, and/or criminal conduct.

**7. INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** Fully acknowledges and understands that participation in the **EVENTS** will involve physical and strenuous activity and dangerous and changing circumstances and conditions. **UNDERSIGNED** has taken it upon himself or herself to be fully informed of the numerous inherent risks and potential dangers associated with the **EVENTS**, including **RISK OF BEING INVOLVED IN AN ACCIDENT, CRASH OR COLLISION AND SUFFERING SEVERE PERSONAL INJURY OR DEATH**. **UNDERSIGNED** acknowledges that he or she has been informed that his or her **PERSONAL SAFETY CANNOT BE GUARANTEED**. **UNDERSIGNED** acknowledges that his or her participation in the **EVENTS** is completely voluntary, and he or she believes that the potential benefits of participation outweigh the risks and danger associated with the **EVENTS**. **UNDERSIGNED** acknowledges that he or she has been able to ask questions regarding the **EVENTS**, and that all questions have been answered to his or her satisfaction.

**8. OTHER PARTICIPANT OBLIGATIONS:** Acknowledges that it is his or her responsibility to do all of the following: (1) fully disclose to **RELEASEES** any health issues or medications that are relevant to participation in the **EVENTS**; (2) inform **RELEASEES** if there are any activities or aspects of the program about which the **UNDERSIGNED** does not feel comfortable; (3) cease participation and promptly report any physical discomfort, illness or complications; and (4) clear his or her participation with his or her personal physician. **UNDERSIGNED** also acknowledges that he or she bears full responsibility to become aware of and familiar with any and all event, series, and facility rules, regulations, and instructions, and to follow such rules, regulations and instructions at all times.

9. Hereby agrees that this **"2011 ADULT RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT"** extends to **ALL ACTS OF ORDINARY NEGLIGENCE** by the **RELEASEES**, including premises liability and **NEGLIGENT RESCUE OPERATIONS**, and it is intended to be as broad and inclusive as is permitted by law. **UNDERSIGNED** acknowledges that **THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE**, and that if any portion of this agreement is held invalid, it is agreed that the balance the agreement shall continue in full legal force and effect. That shall include modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This agreement is to be interpreted and enforced under the laws of the State of Virginia.

**10. ADVERTISING RELEASE:** The undersigned consents to the use of his name, pictures of himself or herself and his or her car for publicity, advertising and endorsements both before and after the events, and relinquishes any rights to photos, videos, etc. in connection with events and consents to the publication or sale or any use of such materials as Thunder Mountain Speedway so desires.

11. Hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and **UNDERSIGNED** agrees and acknowledges that **NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. RELEASING PARTY HAS COMPLETELY READ ALL TWO (2) PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS**. **UNDERSIGNED** SIGNS THIS DOCUMENT IN FRONT OF A WITNESS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND **UNDERSIGNED** INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. **UNDERSIGNED** was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of his or her choice. **UNDERSIGNED** was also offered a copy of this agreement.

NAME OF PARTICIPANT (PRINT): \_\_\_\_\_

SIGNATURE OF PARTICIPANT: \_\_\_\_\_

NAME OF WITNESS (PRINT): \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Month Day Year

\_\_\_\_\_  
Thunder Mountain Speedway, LLC