



**O'Reilly Auto Parts
2009 Battle of the Bluegrass Dirt Car Series
Membership Application**



Car # _____ Color _____
Last Name _____ First Name _____ MI _____

Address _____ Phone Number (_____) _____

City _____ State _____ Zip Code _____ Work Phone Number (_____) _____

Date of Birth _____ Email _____

Tax ID: ~ Social Security Number ~ Federal ID Number _____

Car Owner (If Different than above) _____

Address _____ Phone Number (_____) _____

City _____ State _____ Zip Code _____ Work Phone Number (_____) _____

Tax ID: Social Security Number - Federal ID Number _____

Payout Checks should be made to: _____

O'Reilly Battle of the Bluegrass Dirt Car Series Membership

_____ \$125 (Prior to April 23, 2009) \$150 (After April 23, 2009)

O'Reilly Battle of the Bluegrass Open Wheel Modified Membership

_____ \$100 (Prior to April 23, 2009) \$125 (After April 23, 2009)

Membership is required to accumulate points, receive point's money, or be eligible for contingencies, bonuses and provisionals .

AGREEMENT OF RELEASE

IN CONSIDERATION of being granted the benefits of membership in the O'Reilly Battle of the Bluegrass Dirt Car Series THE UNDERSIGNED, for myself, my personal representatives, heir s, next of kin, successors and assigns DO:

- A. HEREBY AGREE TO ASSUME ALL RESPONSIBILITY FOR ALL ACTS OR ACTIVITIES of me as a result, of my participating in an O'Reilly Auto Parts Battle of the Bluegrass Dirt Car Series event or time trial during the actual sanctioned period.
 - B. HEREBY AGREE to be bound by all the rules of the O'Reilly Auto Parts Battle of the Bluegrass Dirt Car Series and agree that decisions of its officials and/or interpretation of its rules will be governed exclusively by the administrative review and appeal procedure set forth in such rules.
 - C. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE O'REILLY AUTO PARTS BATTLE OF THE BLUEGRASS DIRTCAR SERIES as an association including all its corporate, elected and appointed officials, all member of the committees, referees and inspectors, its individual members, its member clubs, agencies of government which control essential land sites, financiers and firms which render essential service gratis, including all officers, and employees of the foregoing and volunteer workers assisting in sanctioned O'Reilly Auto Parts Battle of the Bluegrass Dirt Car Series race and time trial activities, all hereinafter referred to as "Releases" from or f or any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury, death or damage to property of the undersigned which in any way grows out of or results from any O'Reilly Auto Parts Battle of the Bluegrass Dirt Car Series race or time trial activity or part thereof during the actual sanction period and whether any such claim may be based upon alleged active or passive negligence whether caused by the releaser or otherwise, or participation in the wrong, or upon and alleged branch of any statutory duty or obligation and
 - D. HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLES 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.
 - E. HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OR BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases' or otherwise while in or upon the restricted area and/or competing, officiating, observing, or working for or for any purpose participating in the event.
 - F. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENTS ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be broad and inclusive as is permitted by the 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, notwithstanding, continue in full legal force and effect.
 - G. HEREBY ACKNOWLEDGE AND AGREE I shall have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape or sound reproduction taken, made transmitted, reproduced, or used for any purpose of any O'Reilly Auto Parts Battle of the Bluegrass Dirt Car Series sanctioned events, including practice, qualifications, the race, awards ceremonies or other events associated with the racing event, also including, but not limited to pictures and sound of me alone or with other persons, with or without racing equipment, as well as any and all receipts from, and any transcription thereof.
 - H. IN CONSIDERATION OF THEIR PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT, I hereby assign all commercial communication and broadcast rights to the O'Reilly Auto Parts Battle of the Bluegrass Dirt Car Series and do declare it as my lawful agent and representative regarding such rights. I AGREE the O'Reilly Auto Parts Battle of the Bluegrass Dirt Car Series, and do declare it as my lawful agent and representative regarding such rights. I AGREE the O'Reilly Auto Parts Battle of the Bluegrass Dirt Car Series or its assigned on a non-exclusive basis, may use my name and pictures, including pictures of my racing equipment, and pictures taken at any sanctioned event for publicity purposes.
- By VOLUNTARY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT I have read and understand all of the foregoing. I accept the valuable BENEFITS OF MEMBERSHIP as good, valid and adequate considerations; the statements in my application are true and the releases' will rely on them and all my commitments in entering into a membership contract with me.

80% OF ALL SCHEDULED RACES MUST BE ATTENDED TO BE ELIGIBLE FOR POINTS FUND MONEY

APPLICATION FOR MEMBERSHIP WILL NOT BE CONSIDERED UNLESS THIS AGREEMENT IS SIGNED AND DATED BELOW

Signature _____ Date _____