



Automobile Racing Club of America, Inc.  
 Hereinafter referred to as "ARCA"  
 Mailing Address: P.O. Box 380, Temperance, MI 48182  
 Shipping Address: 7980 Lewis Ave., Temperance, MI 48182  
 Phone: 734-847-6726 • arcaracing.com

Payment Information	This space for ARCA office use only
Date Rec _____	
Amount _____	
Check # _____	
Cash _____	

**COMPLETE BOTH SIDES/PAGES OF THIS APPLICATION** (Photo ID may be required with license application.)

**2019 ARCA MENARDS SERIES TEAM PARTICIPANT MEMBERSHIP AND LICENSE APPLICATION**

**PLEASE PRINT**

APPLICANT'S NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ LOT #: \_\_\_\_\_ APT #: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
*(Under age 18, Minor Release required)*

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_ TEAM CAR #: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_

IN CASE OF EMERGENCY, NOTIFY (NAME & NUMBER): \_\_\_\_\_

EMPLOYER/RACE TEAM: \_\_\_\_\_ EMPL/RACE SHOP PHONE: \_\_\_\_\_

EMPL/RACE TEAM ADDRESS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Street) (City) (State) (Zip)

*All personal information (mailing address, phone, email) not distributed. For ARCA use only.*

**TYPE OF LICENSE & LICENSE FEES (PAYABLE IN US FUNDS ONLY) (PLEASE CHECK ONE BOX ONLY)**

<u>ARCA Racing Series Photo ID</u>		<u>ARCA Racing Series</u>	
<input type="checkbox"/>	Driver/Owner \$1,475	<input type="checkbox"/>	Driver/Owner \$825
<input type="checkbox"/>	Driver \$1,250	<input type="checkbox"/>	Driver \$600
<input type="checkbox"/>	Owner \$1,250	<input type="checkbox"/>	Owner \$600
<input type="checkbox"/>	Crew Chief \$1,000	<input type="checkbox"/>	Crew Chief \$300
<input type="checkbox"/>	Mechanic \$850	<input type="checkbox"/>	Mechanic \$150
<input type="checkbox"/>	Team Hauler Driver \$850	<input type="checkbox"/>	Team Hauler Driver \$150
<input type="checkbox"/>	Team PR / Marketing Rep. \$850	<input type="checkbox"/>	Team PR / Marketing Rep. \$150

**MEMBERSHIP & LICENSE EXPIRE DECEMBER 31, 2019** (PLEASE READ CAREFULLY AND SIGN AS INDICATED)

I am the applicant identified above. I hereby apply for membership, as indicated on the reverse side, in ARCA and authorize ARCA to represent my interests as they may appear in auto racing matters. I acknowledge that I am familiar with the current rules of ARCA and agree to abide by the current rules of ARCA as they may be amended from time to time. I understand that this license is not transferable and may be suspended by ARCA pursuant to the provisions of the ARCA Rule Book as it may be amended from time to time, and I will indemnify ARCA and all related parties for any damages arising in connection with such transfer, lending or use.

I further certify that I am an independent contractor and not an agent, servant or employee of ARCA, and that I will retain such status as an independent contractor in the event my membership and license application is approved by ARCA. 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 an ARCA member, including but not limited to social security taxes, unemployment insurance taxes, workers' compensation insurance, income taxes and withholding taxes.

**ADVERTISING PROMOTION AND OTHER PROJECTS RELEASE:** ARCA, its duly authorized agents and assigns, may use, on a non-exclusive basis, my name, likeness and photographs of me, my vehicles and / or my team, including photographs of me, my vehicles, and / or my team taken during any ARCA sanctioned racing event in 2019 and all related motorsports activities in and around the premises, locations, and facilities where the racing events and activities are or will be taking place [hereinafter the "EVENT(S)"] in any way, medium or material, (including without limitation by and through television, radio, air wave, cable, and satellite reproductions, transmissions over the internet and public and private on-line services authorized by ARCA and the like) before, during and after the EVENT(S), for promoting, advertising, reporting or recording the EVENT or any other ARCA-sanctioned EVENT, and for sales and other purposes of commerce, and I do hereby relinquish to ARCA in perpetuity, all rights thereto for such purposes.

**BROADCAST AND OTHER RIGHTS:** I acknowledge that ARCA exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by any means, process, medium or device (including but not limited to television, cable television, radio, pay-per-view, closed circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the internet, public and private on-line services authorized by ARCA, sales and other commercial projects, and the like), whether or not currently in existence, all images, sounds, and data (including but not limited to in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews, and timing and scoring information) arising from or during any ARCA event and that ARCA is and shall be the sole owner of any and all intellectual property rights (including, but not limited to, patents, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to these works, and in and to any other works, copyrightable or otherwise created from the images, sounds and data arising from, during or in connection with any ARCA Event.

# 2019 ARCA MENARDS SERIES TEAM PARTICIPANT MEMBERSHIP AND LICENSE APPLICATION

(continued from page 1)

In addition, to the extent not already owned by ARCA, I hereby assign to ARCA exclusively and in perpetuity and all rights set forth above. I represent and warrant that as of the date of this Agreement, I have not granted to any third party the rights described herein. I agree to take all steps reasonably necessary, and all steps requested by ARCA, to protect, perfect or effectuate ARCA's ownership or other interest in these rights. I agree not to take any action, nor cause others to take any action, nor enter into any third party agreement which would contravene, diminish, encroach or infringe upon these ARCA rights. I agree to allow any and all equipment relating to such audio, video, radio, electronic transmissions and timing and scoring information and use thereof as determined by ARCA, in the racing vehicle for each event.

I understand that acceptance of this membership application and fee by any ARCA Official does not constitute approval of this application, and that all applications are not accepted until approved by ARCA Headquarters. I warrant that all information provided herein is true and accurate.

**SIGN HERE AFTER READING COMPLETELY (Do not sign until read completely)**

Applicant's Legal Signature (in ink)

Date

## 2019 ANNUAL RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, 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, promoters, sponsors, manufacturers, suppliers, advertisers, owners and lessees 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 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 EVENT(S) 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 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 Province or State 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.

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

Applicant's Legal Signature (in ink)

Date

**IF APPLICANT IS UNDER 18, A MINOR RELEASE MUST BE COMPLETED AND SIGNED.**