



## **Sprint Car Bandits (SCB) 2018 COMPETITOR LICENSE APPLICATION, WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK, INDEMNITY AGREEMENT, DRIVER INFORMATION FORM, AND W9**

IN CONSIDERATION OF my ability to participate in events and activities at any Sprint Car Bandits event, ("SCB") and by signing this Competitor License Application and by thereafter participating in any events and activities at any SCB event, I agree as follows:

**COMPLIANCE WITH RULES, REGULATIONS AND DECISIONS.** I agree to abide by all rules and regulations as set forth by the SCB as may be modified from time to time, including, but not limited to, the following:

- (1) I agree to abide by all rules and regulations, including car specifications and safety rules;
- (2) I agree that I am, and shall remain, the sole spokesperson for myself, the owner of my race car, and my race crew personnel in all matters pertaining to the compliance with the rules and regulations, and I agree and understand that I am responsible for the conduct of my crew personnel;
- (3) I agree and understand that by submitting my race car for various technical and safety inspections, I certify that the race car meets all rules and regulations for participation at any SCB event, and I understand that the burden of proof will rest upon me to show that I am in compliance with all of the SCB rules and regulations, and I understand that any violation of such rules and regulations may result in confiscation of non-conforming parts, fines, suspension, and/or loss of points;
- (4) I agree to appropriately use all required stickers and decals and I understand that failure to do so may result in loss of points and forfeiture of all money and awards for the event;
- (5) I agree that all decisions of SCB officials regarding the interpretation and application of the rules, regulations and the scoring of positions (race day decisions), are non-litigable. Any disputes regarding the interpretation and application of the SCB rules, regulations and the scoring of positions shall be fully and finally adjudicated by the SCB Officials. I further covenant and agree that I will not initiate any type of legal action against the SCB, officers, directors, members, promoters, or employees (the "SCB Parties") to challenge such decisions, to seek monetary damages, to seek injunctive relief, or to seek any other type of legal remedy. I agree that my sole remedy to challenge an interpretation or application of the rules, regulations and the scoring of positions by the SCB is the pursuit of an administrative appeal to the Series Director. I understand that if I pursue legal action against the SCB Parties notwithstanding the provisions of this agreement that prohibit such action, I shall indemnify the SCB Parties from any and all loss or damages incurred by them as a result of such legal action, including, without limitation, their attorney's fees and costs in defending such legal action;
- (6) I grant to the SCB a non-exclusive, royalty-free and approval-free right and license to use my rights of publicity and my name, image and likeness, along with the image and likeness of my race car and other equipment, whether portrayed in still or action pictures, drawings, or other artistic renderings, relating to or depicting my participation in activities at any SCB event. However, the SCB agrees that it shall only exercise this right and license in connection with advertising and promotions relating to SCB events;
- (7) I further understand that there is no express or implied warranty of safety resulting from publication or compliance with the SCB rules and regulations. I acknowledge and agree that the SCB rules and regulations are (a) intended merely as a guide; (b) are only minimum requirements for the conduct of the sport; and (c) are in no way a guarantee against injury or death to participants, spectators, or others;

- (8) I represent that I am not an agent or employee of the SCB. Further, I understand that I am solely responsible for compensating or providing benefits to my employees, agents, or pit crew members. I also assume full responsibility for reporting or filing any reports or tax returns with the appropriate authorities on any and all earnings or funds received as a result of my participation at any SCB event, including, but not limited to, Federal Social Security taxes, Federal income taxes, State income taxes, Federal and State withholding taxes, unemployment taxes and workers compensation insurance
- (9) **WAIVER AND RELEASE. I RELEASE, WAIVE, DISCHARGE THE SCB PARTIES AND COVENANT NOT TO SUE THEM** for any and all loss or damage and any claim or demands on account of **INJURY TO ME OR MY PROPERTY OR RESULTING IN MY DEATH** arising out of or related to my participation in any way in the events and activities at any SCB event or my presence in or upon the premises where the events and activities are, or will be, taking place, even if caused by the ordinary **NEGLIGENCE** of the SCB Parties (collectively, "Liability"). The Liability encompasses, but is not limited to, active or passive conduct, premises liability, 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 ordinary **NEGLIGENT** selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the events and activities at any SCB event.

**EXPRESS ASSUMPTION OF RISK AND INDEMNIFICATION.** The undersigned acknowledges that auto racing and related events and activities are **EXTREMELY HAZARDOUS** and carry with them significant risk of personal injury, death, or property damage. I also understand that there are natural, mechanical, and environmental conditions and risks that independently, or in combination with the activities, may cause property damages or severe or even fatal injuries to me or others. The events and activities at any SCB event include participants of all skill and experience levels (including both professional and amateur persons) and varying levels and types of equipment, and I expressly assume the risks associated with mixed and varying skill levels and types of equipment. I also acknowledge that there may be undefined and presently unknown risks and dangers associated with the events and related activities, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the SCB Parties. This includes the potential ordinary **NEGLIGENCE** in the implementation or enforcement of any rules, regulation or guidelines related to the racing events and related activities 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 racing events and related activities. I agree to accept all responsibility for the risks, conditions and hazards that may occur whether or not they are known or contemplated by me. I hereby expressly assume any and all of the foregoing risks including the risks of injury, death, or property damage and accept sole responsibility for the safety and medical insurance costs of the participant. I further agree to forever release and hold harmless and indemnify the SCB Parties for all accidents, losses, injuries (including, but not limited to death), or other casualty arising out of my participation in and about the premises, or travel to and from the premises where racing events or related activities are or will be taking place. By signing this agreement, I understand that any and all risk (including those set forth above) are expressly assumed by me and all claims or potential claims are expressly waived in advance.

**INFORMED CONSENT, VOLUNTARY PARTICIPATION, AND INSPECTION.** I have made a voluntary choice to participate in the activities. I fully acknowledge and understand that participation in activities and events at any SCB event will involve physical and strenuous activity and dangerous and changing circumstances and conditions. I verify that I am in good health and have no conditions that would impact my participation in auto racing or its related activities. I acknowledge that I have been informed that my **PERSONAL SAFETY CANNOT BE GUARANTEED**. I acknowledge that my participation in events and activities at any SCB event is completely voluntary, and I believe that the potential benefits of participation outweigh the risks and danger associated with the events and activities. I acknowledge that I have been able to ask questions regarding the SCB events and

activities, and that all questions have been answered to my satisfaction. I recognize that it is my affirmative responsibility to remain informed about, and to review, the SCB rules and regulations, including any changes or modifications that are made from time to time. Upon entering any facility the SCB has an event at, including without limitation, all restricted areas (the "Racetrack Facilities"), I shall, and shall continuously thereafter, inspect every area of the Racetrack Facilities which I enter, and I further agree and warrant that, if at any time, I am in or about any part of the Racetrack Facilities and feel anything to be unsafe, I will immediately advise the SCB of such, and if necessary will leave the area and refuse to participate in any events or activities at the Racetrack Facilities.

This agreement and any disputes arising from this agreement shall be governed by and construed under the laws of the State the SCB event is in, and this agreement is intended to be as broad and inclusive as is permitted by law. I acknowledge that this agreement is intended to be fully severable. If any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full legal force and effect. That shall include, without limitation, 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. **I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME and I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law.** I acknowledge that I was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of my choice. I also acknowledge that I was offered a copy of this agreement.

IF APPLICANT IS UNDER 18, A NOTARIZED MINOR'S RELEASE MUST BE COMPLETED AND SIGNED. THE SCB RESERVES THE RIGHT, BUT NOT THE OBLIGATION, TO APPROVE THE APPLICATION OF AN APPLICANT WHOSE AGE IS LESS THAN 18.

# 2018 Sprint Car Bandits (SCB) COMPETITOR LICENSE APPLICATION

Please print clearly. All fields on application must be completed.

## PERSONAL INFORMATION

Legal First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Complete Mailing Address: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

## CAR INFORMATION

Car Number: \_\_\_\_\_ Car Owner: \_\_\_\_\_

### ALL DRIVERS COMPLETE BELOW REGARDLESS OF COUNTRY– Print Clearly

For 1099 Purposes, Identify “Winnings Payable To” (W-9) Information

Winnings Payable To: \_\_\_\_\_

Enter exact spelling of individual name or business name. Indicate if business is incorporated or LLC.

Complete Mailing Address (if different from above): \_\_\_\_\_

USA Social Security #: \_\_\_\_\_ OR Federal Tax ID # (FEIN): \_\_\_\_\_

Enter your Tax ID Number on the appropriate line; it must match the individual or business name provided under “Winnings Payable To” to avoid backup withholding. For individuals, this is the Social Security Number. For other entities, it is the Employer Identification Number (EIN).

### CERTIFICATION

The number shown on this form is my correct taxpayer identification number (or I am waiting on a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

By signing below, I acknowledge that I have received and read the SCB Competitor License Application, Waiver and Release, Express Assumption of Risk and Indemnity Agreement.

\_\_\_\_\_  \_\_\_\_\_  
Applicant (Driver) Signature Date



# 2018 Driver Profile

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Name \_\_\_\_\_

Car Number \_\_\_\_\_

Chassis Make/Engine Builder \_\_\_\_\_

Hometown \_\_\_\_\_

Car Owner \_\_\_\_\_

Crew \_\_\_\_\_

Years In Racing \_\_\_\_\_

Sponsors \_\_\_\_\_

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# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/>		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small>
	<input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		<b>Sprint Car Bandits 1312 Quapaw Trail Mesquite, TX 75149</b>
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-			-	

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**or**

Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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