

EPHRATA RACEWAY PARK COMPETITORS AGREEMENT

This form must be completed and signed prior to the first race. Checks accepted for membership only. We accept Visa/MC

Car Number _____ Class(es) of Competition _____

Car/Driver: MEMBERSHIP: \$40 Ephrata Raceway Park memberships are non-refundable and non-transferable

Name Last _____ First _____

Mailing Address: _____ City, State, Zip _____

Phone: _____ Emergency # _____ Email _____

Payee Social Security # _____ Age _____ Date of Birth _____

****Age: I certify that at the time of signing this agreement, I am in fact at least fourteen 13 + (V6) years of age.**

"I do agree by signing this Ephrata Raceway Park Competitors Agreement, that I will abide by all the rules and regulations set forth by Ephrata Raceway Park, including but not limited to the following":

1. I am an independent contractor assuming all responsibility for funds received as a result of my activities including but not limited to: income tax, FICA, Workman's Comp. and withholding taxes.
2. I will have familiarized myself with all Ephrata Raceway Park rules and regulations including car specifications, safety rules, and specifically agree to abide by all Ephrata Raceway Park Rules.
3. I agree I will be sole spokesperson for myself, the car owner and crew in all matters pertaining to compliance with rules and regulations. I agree and understand that I am responsible for my crew and conduct of said crew.
4. I agree and understand that by submitting my race car for various technical and safety inspections, I certify that the car meets all rules and regulations for participation in Ephrata Raceway Park events and the burden of proof will rest upon me to show that I am in compliance with all Ephrata Raceway Park rules and regulations.
5. I agree to appropriately use all required stickers, decals and patches. I understand that failure to do so will result in loss of points and forfeiture of all money and awards for event.
6. I agree that all decisions of Ephrata Raceway Park Race Officials regarding interpretation and application of Ephrata Raceway Park rules and the scoring of positions, shall be non-litigable. I further agree I will not initiate any type of legal action against Ephrata Raceway Park to challenge such decisions, to seek monetary damages, to seek injunctive relief or to seek any other kind of legal remedy. I understand should I pursue any legal actions, which violates this provision, I expressly agree to reimburse Ephrata Raceway Park and promoters for all its attorney fees and costs in defending against such legal action.
7. I understand that there is no express or implied warranty of safety resulting from publication or compliance with the rules of the Ephrata Raceway Park, that they are intended as a guide for the conduct of the sport and are in no way a guarantee against injury or death to participants, spectators or others.
8. In the event the undersigned breaches this agreement, he/she shall be liable for actual and liquidated damages sustained by Ephrata Raceway Park.
9. As owner of a registered car, I certify I have a marketable title to the competition vehicle, free and clear from liens and will deliver title to said vehicle or any part thereof if claimed pursuant to the rules.
10. I agree to release all advertising and promotional rights to my name, car and likeness to Ephrata Raceway Park and sponsors.
11. Any controversy or claim arising out of or relating to this agreement, including any alleged breach, shall be settled in accordance with the rules of Ephrata Raceway Park. The undersigned agrees to accept the decision as final without appeal.

I have read and fully understand this agreement and will abide by all terms and rules of Ephrata Raceway Park.

Competitors Signature _____ **Date** _____

Parent or Guardian Signature (if under 18) _____

02/28/2013

Office use: Date Rec. _____
____ membership recorded
____ membership card