

UNITED RACING COMPANY, LLC

2012 License Application

___ Driver	\$170	License # _____	Car # _____
___ Owner	\$100	Date License Issued _____	
___ Combo *	\$185	<i>* Combo license cannot be issued when</i>	
___ Mechanic	\$25	<i>corporation owns race car...must get owners</i>	
___ TP	\$50 (one race only)	<i>license</i>	

This license application, made this day ___ of _____, 2012, by and between _____, driver/owner/mechanic, and the United Racing Company, LLC, a Delaware limited liability company, and their successors, and their assigns to wit:

In consideration of the acceptance of this Application by United Racing Company, LLC (hereinafter referred as "URC"), the issuances of a license, being permitted on the speedway or raceway premises of any URC sanctioned event, or any of the foregoing, I FOREVER RELEASE, REMISE, AND FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS AND INDEMNIFY URC, ITS OFFICERS, MEMBERS, SPONSORS, PROMOTERS PRESENTING RACES OR OTHER EVENTS UNDER URC SANCTION, THE OWNERS AND LESSEES OF REMISES ON WHICH URC SANCTIONED EVENTS ARE PRESENTED, THE PARTICIPANTS THEREON, AND THE OWNERS AND/OR SPONSORS, OFFICERS, OFFICIALS, MANAGING MEMBERS, AGENTS, EMPLOYEES, AND SERVANTS OF ALL OF THEM, INCLUDING URC OFFICIALS, URC OFFICERS, URC MEMBERS, AND URC SPONSORS , OF AND FROM ALL LIABILITY, CLAIMS ACTIONS AND POSSIBLE CAUSES OF ACTION WHATSOEVER INCLUDING NEGLIGENCE OF ANY OF THE FOREGOING THAT MAY ACCRUE TO ME OUR MY HEIRS, NEXT OF KIN AND PERSONAL REPRESENTATIVES, FROM EVERY AND ANY LOSS, DAMAGE AND INJURY, INCLUDING THAT MAY BE SUSTAINED BY MY PERSON AND PROPERTY WHILE AT URC SANCTIONED EVENTS, AND IN THE TRAVEL TO AND FROM URC EVENTS. THIS AGREEMENT SHALL BENEFIT AND BIND THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, EXECUTORS ADMINISTRATION, PERSONNEL REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS.

I hereby Agree that I will never institute any suit or action at law against URC nor institute, prosecute, or in any way aid the institute or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of income, benefits, or compensation for or on accounts of any damage, loss of injury either to person or property, or both, resulting or to result, known or unknown, which I have ever had, now have, or which I, my heirs, executors, administrators, personal representatives, agents, and/or assigns hereafter can, shall, or may have for, on or by reason of any matter, cause or thing whatsoever.

Licensing Agreement. I hereby grant to URC, separately and together, the right and license to use my name, pictures, and likeness of my vehicle, for publicity and promotional purposes in advertising and new media, electronic and print publications, still and motion picture, photography, drawings or other artistic renderings, broadcasting, marketing, internet, website, manufacturing of promotional memorabilia and any other purpose relating to or depicting my participation in URC sanctioned events. The rights to any pictures, products and likeness taken, created or utilized by URC shall at all times belong to URC, and may be used by URC for any purpose.

Insurance. I understand that I will be entitled to the benefit of the Competitor Accident Insurance policy procured by the Speedway for accidental injuries or death. The coverage of said policy shall constitute the limit of liability of the Speedway for such injuries occurred to me in the event, provided proper notification of such occurrence is filed with the Speedway. It is understood that the policy held by the track is secondary insurance. **. The URC license fee does not include any insurance policy.**

Severability. If any provision of this agreement is held to be invalid or unenforceable, that provision, to the extent of the unenforceable, shall be struck, and shall not affect the validity or enforcement of the remaining provisions of the agreement. To the extent any provision of this agreement is held invalid unenforceable only in part of degree, that provision will remain in effect to the extent not held invalid or unenforceable.

Governing Law. In the event of a dispute arising under this Agreement, it is agreed between the parties that the law of the State of Delaware will govern the interpretation, validity and effect of this agreement without regard the place of execution of place of performance thereof.

Waiver of Breach. Failure of URC to require performance of any provision herein shall in no way effect the right of URC to enforce the same nor shall the waiver by either party or any breach of any provisions hereunder be constructed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of the Agreement itself. In the event the undersigned breaches this Agreement, URC preserves the right to enforce any provision of this Agreement, and the rules and regulations of URC, by warning, fine, disqualification, suspension, or revocation of URC license or denial to renew URC license. Temporary permits will not be issued to anyone who has been denied a URC license or denied the renewal of a URC license. URC has a right to refuse membership and TP for anyone who does not act in the best interest of the company (see URC rulebook for definition of member in good standing).

CERTIFICATIONS:

- **I HEREBY CERTIFY THAT ANY LICENSE GRANTED HEREUNDER IS GRANTED FOR THE SOLE PURPOSE OF ENABLING ME TO PARTICIPATE IN THE FURTHERANCE OF AN ENTERPRISE, TO WIT, A RACE, OR OTHER MOTORSPORTS RELATED ACTIVITY. My PRESENCE IN, ABOUT, OR ENROUTE TO OR OUT OF ANY PREMISES WHERE URC SANCTIONED EVENTS ARE PRESENTED IN FURTHERANCE OF THAT URC EVENT.**

- I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR, ASSUMIING ALL RESPONSIBILITY FOR MONIES RECEIVED AS A RESULT OF MY ACTIVITIES WITH URC, INCLUDING INCOME TAXES.
- I HEREBY CERTIFY THAT IN CONSIDERATION OF ACCEPTANCE BY URC OF THIS APPLICATION AND PAYMENT OF MEMBERSHIP FEES, THE UNDERSIGNED AGREES TO ABIDE BY ALL THE RULE AND REGULATIONS OF URC.

CERTIFICATION: Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued) and
- I am not subject to backup withholding either because 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 and dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid to the acquisition or abandonment of secure property, contributions to an individual retirement arrangement(IRA), and payments other than interest and dividends).

Certification Instruction: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. "The Internal Revenue Service" does not require your consent to any provision of this document other than the certifications required to avoid backup withholding"

BY MY SIGNATURE BELOW, I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND PAGE 1,2,3 OF THIS AGREEMENT AND HAVE READ THE ENTIRETY OF THE URC RULEBOOK AND AGREE TO ABIDE BY ALL THE TERMS OF THIS AGREEMENT AND ALL THE RULES, POLICIES, AND MEMBER IN GOOD STANDING POLICY OF THE UNITED RACING COMPANY LLC.

X _____

INFORMATION OF MEMBER:

Last Name _____ First Name _____

Date of Birth _____ Social Security or Tax ID # _____

Address _____

Drivers Only: Drivers License # _____ State of Issue _____ Exp Date _____

Contact Information:

Phone Numbers: _____ home _____ work

_____ cell _____ shop

Email address: _____

Please provide cell # and email for race cancellation notifications.