

**UNITED RACING COMPANY, LLC License# \_\_\_\_\_**

**Business/Corporate License Application**

**Insured's Name: \_\_\_\_\_**

<input type="checkbox"/> <b>Owner</b> <b>\$145.00*</b>  <i>Includes Secondary Insurance of \$100,000</i>	<p align="center"><b>CAR NUMBER AFFILIATED WITH</b></p> <p align="center"># _____</p>	<p>DATE: _____</p> <p><i>NOTE: Combo License cannot be used when corporation owns the race car.</i></p>
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**This License Application, made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between \_\_\_\_\_, the Owner, and United Racing Company, LLC, a Delaware limited liability company, and their successors and assigns to wit:**

IN CONSIDERATION of the acceptance of this Application by United Racing Company, LLC (hereinafter referenced as "URC"), the issuance 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, and the promoters presenting races or other events under URC sanction, the owners and lessees of premises on which URC sanctioned events are presented, the participants thereon, and the owners and/or sponsors and manufacturers of all racing equipment used in URC sanctioned events, the officials, managing members, agents, employees and servants of all of them, including URC officials and URC members, of and from all liability, claims actions and possible causes of action whatsoever including negligence of any of the foregoing may that may accrue to me or 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 sanctioned events. This Agreement shall benefit and bind the parties hereto, their respective heirs, executors administrators, 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 account 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, picture, and likeness of my vehicle, for publicity and promotional purposes in advertising and news media, electronic and print publications, still and motion picture, photography, drawings or other artistic renderings, broadcasting, marketing, manufacturing of promotional memorabilia products and any other purpose relating to or depicting my participation in URC sanctioned events. The rights to any pictures, products and likenesses 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 benefits 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 file with Speedway.

Severability. If any provision of this agreement is held to be invalid or unenforceable, that provision, to the extent 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 or 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 to 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 of 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, suspension, or revocation of the URC license to participate at URC events.

**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, assuming 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 the URC of this application and payment of membership fees, the undersigned agrees to abide by all the rule and regulations of URC, its rules and regulations.

**POINT FUND DISBURSEMENT...THE UNDERSIGNED MUST PURCHASE A URC BANQUET TICKET AND APPEAR AT THE URC BANQUET TO BE ELIGIBLE FOR ANY POINT FUND MONIES, SPECIAL AWARDS AND PRIZES OR CONTINGENCY AWARDS. THE UNDERSIGNED MUST ALSO SELL ONE ADVERTISEMENT FOR THE ANNUAL URC PICTORIAL YEARBOOK TO BE ELIGIBLE FOR ANY POINT FUND MONIES, AWARDS, PRIZES OR CONTINGENCY AWARDS.**

**BY MY SIGNATURE BELOW, I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND PAGE 1,2, &3 OF THIS AGREEMENT. I AGREE TO ABIDE BY ALL THE TERMS OF THIS AGREEMENT AND THE RULES OF THE UNITED RACING COMPANY, LLC.**

**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 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 or dividends, or the IRS has notified me that I am no longer subject to backup withholdings (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 or 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.”

**I certify that \_\_\_\_\_ is the representative of the business/ Company and will be the only person allowed to represent this car as the owner for protests, payoff, and will be the person who comes on stage for all monies & awards at the URC banquet.**

X \_\_\_\_\_

Section A -- Information of Representative

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Social Security # \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_

Corporation/Business name:

\_\_\_\_\_

Tax ID# \_\_\_\_\_

Section B -- Contact Information

Home Telephone: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Shop: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_