



## 2010 AMA PRO MOTOCROSS LICENSE APPLICATION

*Please read the following information before applying.*

Thank you for your interest in the 2010 AMA Pro Racing Motocross Program. Enclosed is important information and forms you will need to understand the program and apply for your license. Since 2009, administration for the AMA Pro Motocross Championship has been a combined effort between AMA Pro Racing of Daytona Beach, Florida, and MX Sports Pro Racing of Morgantown, West Virginia. We realize this can sometimes be confusing, but the information below should help you understand who to contact depending on your motocross needs.

Once your license application is received, AMA Pro Racing will confirm that it has been completed correctly, issue a competition number and process all charges. Processing delays are typically a result of incomplete paperwork. Once approved, your licensing information and photo will be forwarded to MX Sports Pro Racing to print your license. MX Sports will notify you by email that your application has been approved and provide you with login information to your MX Sports Rider Account where you can register for events, update sponsors and manage contact information. Therefore it is important to check your email and the series website [www.mxsportsproracing.com](http://www.mxsportsproracing.com) often for updates.

Licenses will be made available for pick-up at the last two Supercross rounds and at all Pro Motocross events. ID will be required to obtain a license. If you would like your license direct shipped, contact the MX Sports Office with payment information and options.

License applications will only be approved at the AMA Pro Racing office - under no circumstances will an application be accepted or approved at an event. All riders participating in any on-track activities (e.g., practice, qualifying or racing) must have a valid AMA Pro Racing and/or FIM World Championship Motocross license of the appropriate classification. Completed applications must be received in the AMA Pro Racing office no later than 30 days prior to your first event of the season. **Modifications to the Terms and Conditions section of the license application will not be accepted. Faxed and/or e-mailed applications will not be accepted. All Release and Liability waivers must be printed out on a color printer.**

### CONTACT INFORMATION

- For AMA Pro Racing: Doris Pitts at (386) 492-1014 or email [dpitts@amaproracing.com](mailto:dpitts@amaproracing.com)
- For MX Sports Pro Racing: Lesa Thomas at (304) 284-0101 or email [info@mxsportsproracing.com](mailto:info@mxsportsproracing.com)

### MOTOCROSS LICENSE CRITERIA

To be eligible to enter an AMA Pro Motocross class (either 250 or 450 classes) and an AMA Pro Motocross Championship event in 2010, a rider must hold an AMA Pro Racing Motocross license.

All license applicants must be at least 17 years of age at the time of application.

- a. Beginning with the 2011 season all license applicants must be at least 18 years of age at the time of application.
- b. Applicants who do not meet the minimum age requirement at the time of license application, but who met the minimum age requirements and had been issued an AMA Motocross, AMA Supercross or AMA Supercross Lites license in the previous year, will be grandfathered and issued a license if one of the below requirements is met.

In addition to the age requirements, riders must meet one of the following criteria to be eligible for an AMA Motocross license:

1. Hold a Pro Motocross license in either 2008 or 2009 or a Supercross license in 2008, 2009 or 2010.
2. Earned at least 75 advancement points (at the time of application) in the AMA Pro/Am Motocross Series.
3. Finish in the top 15 overall positions in the AMA Amateur National Motocross Championship in 2009 or 2010 in the 250A, 450A or Pro Sport classes.
4. Earn 50 Arenacross class points in the 2008-09 or 35 points in the 2009-10 AMA Arenacross Series.
5. Earn 75 Arenacross Lites class points in 2008-09 or 60 points in the 2009-10 AMA Arenacross Series.

6. AMA Pro Racing may issue a license to any rider who does not meet the above criteria if it determines, in its sole discretion, the rider has adequate competition experience. Prior to approval under this criteria, riders must submit for advance approval an Eligibility Questionnaire found at [www.amaproracing.com](http://www.amaproracing.com). Please allow 2-4 weeks for approval. Do not submit a license application until approval is received.

## MX LICENSE APPLICATION CHECK LIST

### ELIGIBILITY

- AGE:** Are you at least 17 years of age?
- CRITERIA:** Do you meet one of the above Criteria 1-5?
- NEW APPLICANTS:** If you are requesting eligibility under Criteria 6, have you submitted an eligibility Questionnaire and received approval for application submittal?

### FORMS & PHOTOS

*Fill out all forms clearly and do not leave any information blank. A photo must be submitted with your application.*

- 2010 AMA Pro Racing Motocross License Application:** Be sure to provide your complete physical mailing AND current e-mail address. Communication will be primarily by e-mail.
- NEW APPLICANTS:** New riders approved to apply for a license must submit an **Original or Certified Copy** of their Birth Certificate. If you would like your Birth Certificate returned, include a self-addressed stamped envelope.
- 2010 AMA Pro Racing Motocross License Payment.**
- MX Sports Pro Racing Rider Information:** This form, along with your photo, will be sent to MX Sports Pro Racing for the final processing of your license. It is imperative that the information on this form be accurate.
- IRS FORM W-9:** For U.S. citizens/businesses only. Foreign Riders, see below.
- PHOTOS:** Include two (2) passport-size photos for your season photo credential. Write your name on the back of each photo. **No hats or sunglasses allowed.** We will not use your 2009 photo.

### WAIVERS & TERMS AND CONDITIONS

- AMA Pro Racing Credential Policy:** Print in color, read and sign.
- AMA Pro Racing Membership Terms & Conditions:** Print in color, read and sign.
- 2010 Annual Participant Waiver & Release of Liability & Indemnity Agreement:** This form MUST be printed in color and notarized. Please note:
  - **Minors: BOTH** Parents/Guardian must also sign and notarize the bottom consent portion of the form.
  - **Married: Spouses** must also sign and have their signature witnessed by someone other than the applicant.

### FOREIGN RIDERS

- Submit a Start Permission release and certification from their home licensing federation.
- IRS FORMS:** Resident alien (Form 1078) or non-resident aliens (Form 8233) must submit this form downloadable at [www.mxsportsproracing.com/pages/administration/ama-pro-license](http://www.mxsportsproracing.com/pages/administration/ama-pro-license).

All forms and waivers must be filled out properly and submitted along with a photo before a license will be processed. Forward all items checked above to:

**AMA Pro Racing**  
**Attn: Membership Services**  
**525 Fentress Blvd, Ste B.**  
**Daytona Beach, FL 32114**



# 2010 AMA PRO RACING AMA PRO RACING MOTOCROSS LICENSE APPLICATION

You will need to **(print in color from a color printer)** and complete this entire application and mail it to the address listed below. The receipt of this application by AMA Pro Racing or by any AMA Pro Racing official, and/or the depositing of accompanying funds by AMA Pro Racing **does not** constitute approval or acceptance of this application.

## Membership Information - PLEASE PRINT CLEARLY

<b>Please Check if New or Renewal</b>	
New License Applicant _____	Renewal _____
Last Yr Held _____	Type _____

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Work Phone: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Age: \_\_\_\_\_  
(MM/DD/YYYY)

**License Fees include your AMA Pro Racing Membership and event credential fees for the 2010 season. All licenses will be photo credentials and are non-transferable. The replacement fee for a lost/misplaced license will be the original cost of the license minus the \$100.00 membership fee.**

**Note: You must meet eligibility requirements for license you are applying for.**

**License Type** (Rider must be at least 17 years old)

**MX License - \$275.00**

### **Competition Number Request**

**Please list three numbers choices below. All number assignments will be made at the discretion of AMA Pro Racing.**

1<sup>ST</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_ 3<sup>rd</sup> Choice \_\_\_\_\_

Competition # Assigned
AMA Pro Racing Use Only

### **FOR OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_ Amount: \_\_\_\_\_ Check #/CC Approval Code: \_\_\_\_\_ By: \_\_\_\_\_

**AMA Pro Racing – 525 Fentress Blvd Ste B. – Daytona Beach, FL 32114  
386-492-1014**



# 2010 AMA PRO RACING AMA PRO RACING MOTOCROSS LICENSE PAYMENT

Name: \_\_\_\_\_

<u>License Type</u>	<u>Amount Due</u>
<b>MX License</b>	<b>\$275.00</b>

You may remit by credit card, check, or money order in U.S. Funds payable to: AMA Pro Racing. If you wish to charge your fees, please complete the following credit card information:

Visa     Mastercard     Discover     American Express

Card #: \_\_\_\_\_      Expiration Date: \_\_\_\_/\_\_\_\_  
Month/Year

Name as it appears on the card: \_\_\_\_\_

Signature: \_\_\_\_\_

**Please remit with payment to:**  
AMA Pro Racing  
525 Fentress Blvd Ste B.  
Daytona Beach, FL 32114  
386-492-1014

**FOR OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_      Amount Pd: \_\_\_\_\_      Check #/CC Approval Code: \_\_\_\_\_      By: \_\_\_\_\_



# 250/450 MX PRO RIDER INFORMATION

IMPORTANT: ALL information must be filled out in its entirety in order for your license to be processed.

Did you hold a 2009 AMA Pro Motocross license?  Yes  No

## RIDER INFORMATION

Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Address \_\_\_\_\_ Country \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Primary Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email \_\_\_\_\_ *ALL communication will be by email.*

Birthplace (City, State, Country) \_\_\_\_\_

Marital Status  Single  Married If married, spouse's name: \_\_\_\_\_

## EMERGENCY CONTACT INFORMATION

Contact Name \_\_\_\_\_ Relationship (i.e. spouse, mother, etc.) \_\_\_\_\_

Primary Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

## IRS INFORMATION

PLEASE NOTE: Riders will receive a 1099-MISC from MX Sports Pro Racing for purse earnings \$600 and over for the year. ALL payout will be held until the following forms are returned completed.

Are you a U.S. citizen?

**Yes:** Fill out Form W-9.

**No:** Are you a Resident Alien with a U.S. Social Security Number?

**Yes:** Fill out Form 1078.

**No:** Fill out Form 8233.

**DO NOT fill out Form W-9 that is in this packet. Go to [www.mxsportsproracing.com/pages/administration/ama-pro-license](http://www.mxsportsproracing.com/pages/administration/ama-pro-license) to download the appropriate form and return with application.**

If you would like purse payout issued in the name of a business, fill out Form W-9 and enter business name here:

Business Name: \_\_\_\_\_

## PURSE PAYOUT INFORMATION

PLEASE NOTE: Purse payout will be issued 3-7 days following an event and is not guaranteed to be received the same day each week.

Check one method below for your purse payout preference:

**Check:** If you would like your check mailed to an address different from above enter it here: \_\_\_\_\_

**Direct Deposit:** Attach a voided check or deposit slip from your account or enter the information below (purse will be delayed if information is incorrect):

Full Name or Business Name on Account \_\_\_\_\_

Routing # \_\_\_\_\_ Account # \_\_\_\_\_

## OFFICIAL USE ONLY

ENTRY ACCEPTANCE LEVEL

RECEIVED		PHOTO		PRINTED	
IRS FORM	<input type="checkbox"/> W-9	<input type="checkbox"/> 1078	<input type="checkbox"/> 8233		
SHIP METHOD		PAYMENT		SHIP DATE	
NOTES:					

COMPETITION NUMBER
AMA PRO RACING #

## 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>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 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
or
Employer identification number

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

### 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).

**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 4.

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

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



# AMA PRO RACING CREDENTIAL POLICY

Our contracts with our insurance carrier and promoters require that all participants be members of the association and present either a single event credential or a current season credential prior to entering the racing facilities. Presentation of a credential signifies to the track security personnel and AMA Pro Racing officials that the bearer has signed the required release forms and meets the qualifications for entrance into whatever restricted areas the credential type allows.

Your Motocross license is also your season credential. To obtain this credential, a license application which includes your membership for the year and an annual release must be signed and either be notarized or witnessed by an AMA Pro Racing official. Once the credential has been issued, it is a live credential that will allow the bearer access to every event on the AMA Pro Racing Motocross schedule depending which license you have purchased. Furthermore, it also allows for access to the pit area and the racetrack surface as well as the paddock and general grounds. This is not only an expensive item, but also one that could lead to tragic results in the hands of unauthorized persons.

We all know that track personnel seldom match the picture on the card to the individual carrying it. Even so, attempts to improperly use a season credential have been exposed. Whether it was a lost credential or a willful attempt to “beat the system”, it was a serious situation.

The following is a clear statement of our policy regarding lost or misplaced season credentials:

**If you require a replacement for a lost or misplaced season credential, one may be obtained by completing the required paperwork, signing the required releases and payment of the required fee which is the original price of the credential minus your \$100.00 membership fee.**

**OR, you can sign a release form and purchase a single event credential for each event for the remainder of the year.**

The following is a clear statement of our policy regarding damaged season credentials:

**We will replace at no charge any damaged season credential upon surrender of the damaged card to AMA Pro Racing either at registration or via mail to the home office.**

The following is a clear statement of our policy regarding lost or misplaced event credentials:

**If you require a replacement for a lost or misplaced event credential, one may be obtained by signing the required releases and full payment of the fee for an event credential at that event. Remember, the credential you lost is still a live or valid pass providing virtually unrestricted access to the facility for the person who bears it.**

We don't want you to pay twice and we don't want arguments or hard feelings with our participants. However, we must have a clear trail of consideration (payment and signed releases) for every credential issued and we must take every precaution to prevent the likelihood of unauthorized personnel using credentials we have issued. That is the basis for the policy and we only ask you to treat your credentials as the valuable and important documents that they are.

By my signature below, I acknowledge that I have read, understand and agree to abide by the AMA Pro Racing Credentials Policy.

\_\_\_\_\_
Applicant Signature

\_\_\_\_\_
Date

\_\_\_\_\_
Printed Name

## AMA PRO RACING MEMBERSHIP TERMS AND CONDITIONS

In consideration of being granted a 2010 AMA Pro Racing Competition License by Daytona Motorsports Group, LLC, d/b/a/ AMA Pro Racing (“AMA Pro Racing”):

**1 Drug and Alcohol Testing; Release:** I recognize the importance of maintaining the safety and integrity of professional motorcycle racing. Accordingly, I agree to strictly comply with the “AMA Pro Racing 2010 Rulebook” and its Substance Abuse Policy (the “Policy”). I understand that my agreement to comply with the Policy is an essential precondition to the issuance of a professional license and that I must abide by the Policy and submit to such testing procedures as may be conducted from time to time at the sole discretion of AMA Pro Racing or its assigns as a condition of continued licensure. I further understand that any violation of the Policy, or failure or refusal to submit to testing and honestly participate in any testing procedure, will result in immediate disciplinary action in any AMA Pro Racing sanctioned professional or American Motorcyclist Association (“AMA”) sanctioned amateur events. Finally, I hereby release, indemnify, defend and hold harmless AMA Pro Racing, the AMA, their respective LLC members and/or investors, directors, trustees, officers, employees, agents, personnel as well as any consultants and any laboratories or testing facilities retained by AMA Pro Racing or its assigns for the purpose of conducting drug or alcohol tests in connection with the Policy, from any and all liability related in any way to any tests conducted in connection with the Policy or the disclosure of the results of any such tests.

**2. Physical Examination:** I certify that I am in good health and suffer from no impairment, illness or injury which impairs in any way my ability to participate in motorcycle racing events. I agree to inform AMA Pro Racing of any medical condition, impairment, injury or illness which in any way casts a question on my ability to participate in a safe and competent manner. I agree to immediately notify AMA Pro Racing of any change in my medical condition that could in any way affect my ability to participate in a safe and competent manner. I also agree to comply with any request from AMA Pro Racing regarding evidence of medical condition. I understand that AMA Pro Racing retains the right to prevent me from participating in sanctioned events pending examination(s) to determine my medical condition or my ability to participate in a safe and competent manner.

**3. Production, Recording, Promotion Rights and Restrictions and Related Matters:** I agree that all rights, property, ownership and interest in any broadcast, dissemination, display, and/or publication by audio, radio, television, electronic means, internet, storage device, filming, web posting, satellite, cable, the worldwide web, motion pictures, video (home or otherwise) production and/or recording, still photos and/or images, or by any other means or media whether now existing or to be developed (including the transcription, recording and/or storing of any broadcast and/or any or all of the foregoing) of any AMA Pro Racing sanctioned event (and/or portion thereof), the event (race venue) premises during an AMA Pro Racing event, and/or of any AMA Pro Racing activity or undertaking anywhere on or in the event premises (race track surface and run-off areas, pit lane and the pits, paddock, control tower, winner’s circle, garages, inspection areas, public and spectator areas and the like), and/or anything relating thereto, shall be the sole property of AMA Pro Racing, and may not be used in any way, direct or indirect, without the prior written permission of AMA Pro Racing. Any and all revenues, incomes, benefits, control and/or consideration from any broadcast, airing, transmission, display, recording and/or publication of the foregoing shall belong exclusively to AMA Pro Racing for its sole and unlimited use. I hereby consent to the use of my images of and waive any intellectual property interests that I own that would in any way interfere with any broadcast of any AMA Pro Racing sanctioned event.

I further agree that AMA Pro Racing and/or its assigns, on a non-exclusive basis, may use my name and pictures (including pictures of my racing equipment, if owned by me or entrusted to me and under my control, and pictures, images, and tapings taken at any sanctioned event) for any purpose and in any media including, but not limited to, television, internet, motion pictures and home video production.

I also understand that AMA Pro Racing may, from time to time, engage a sports marketing firm, to, among other things, promote the image of AMA Pro Racing professional motorcycle racing, and I agree to cooperate with AMA Pro Racing and its sports marketing firm in such efforts.

4. **Independent Contractor:** I hereby certify that I am not an agent or employee of AMA Pro Racing or AMA, and I assume all responsibility for all charges, premiums and taxes, if any, payable on any funds that I may receive as a result of my competitive activities, including without limitation social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes.

5. **Crew Member:** A crew member is required to be a member in good standing of the AMA or will join such association and pay applicable dues and any other required fees when registering as a Crew Member. I understand that a person registering as a Crew Member is subject to the AMA Pro Racing 2010 Rulebooks and is required to be 16 years of age or older.

6. **Waiver:** I acknowledge that motorcycle racing is a dangerous activity, the risks of which cannot be completely eliminated. I acknowledge that by participating in any AMA Pro Racing-sanctioned event, I am assuming the risk of property damage and serious injury up to and including death. I acknowledge that I will have the opportunity to inspect and review any and all courses upon which AMA Pro Racing-sanctioned events shall be conducted, and will notify AMA Pro Racing officials of any conditions that I consider to be unsafe. My participation in events is voluntary, and I waive any and all claims for personal property damage, injury, or death against AMA Pro Racing, AMA, the track owner(s) or any of their respective LLC members and/or investors, directors, trustees, officers, employees, agents, personnel as well as any of their contractors and/or consultants.

7. **Acknowledgment and Representation:** I acknowledge and understand that it is my responsibility to properly maintain this license. I understand that my license is subject to the AMA Pro Racing 2010 Rulebooks. I represent that I am not contractually or otherwise prohibited from entering into any and all of the agreements set forth in Paragraphs 1 through 8 hereof, or from executing Releases, Waivers or Consents required for participation in AMA Pro Racing sanctioned events.

I further acknowledge that this license/credential has been issued by AMA Pro Racing for the exclusive use by me. I agree to act in accordance with the AMA Pro Racing 2010 Rulebook, which serves as the official competition rules of AMA Pro Racing's Championships and agree to abide by any amendments or supplemental rules. Transfer or misuse of this license/credential is cause for revocation.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**2010 Annual Participant Release, Waiver of Liability,  
Assumption of Risk and Indemnity Agreement**



**IN CONSIDERATION** of my being granted a membership, license and/or competition privileges in the Daytona Motorsports Group, LLC, d/b/a AMA Pro Racing (hereinafter collectively known as AMA Pro Racing) sanctioned EVENT(S), as a participant or being permitted to compete, practice, officiate, observe, work for and/or at, or for any purpose participate in any capacity in future EVENT(S), or being permitted to enter for any purpose or in any capacity any RESTRICTED AREAS (defined as any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), I, on behalf of myself, my personal representatives, spouse, assigns, heirs, and next of kin:

**1. ACKNOWLEDGE, AGREE, AND REPRESENT** that I have or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter and further agree and warrant that, if at any time, I am in or about any RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

**2. HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Daytona Motorsports Group, LLC, AMA Pro Racing, and/or the American Motorcyclist Association, the promoters, organizers, participants, racing associations, sanctioning organizations and/or any subdivision thereof, track operators, track owners, and with respect to each and every one of the foregoing entities, all of their directors, officers, shareholders, owning members, investors, employees, executives, and personnel, officials and their assistants, motorcycle owners, riders, pit crews, rescue personnel, any persons in any RESTRICTED AREAS, sponsors, advertisers, owners, lessees, designers and constructors 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), all owners, lessees, manufacturers, distributors, wholesalers, retailers, designers, inspectors, and sponsors of all racing motorcycles and racing and other equipment on the premises during any EVENT(S), and all other persons, firms, or corporations insured by any liability policy procured by or on behalf of the AMA Pro Racing or any EVENT(S) organizers, promoters, sponsors, or teams, and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as the RELEASEES, FROM ALL LIABILITY TO ME, my personal representatives, spouse, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO ME OR MY PROPERTY OR RESULTING IN MY DEATH IN ANY WAY ARISING OUT OF OR RELATED TO THE EVENT(S), from any cause whatsoever, including, without limitation, the failure of anyone to enforce rules and regulations, the failure to make inspections, the condition of any portion of the track or premises, defective products, and any act or omission of the RELEASEES or any of them or any other act WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE AND WHETHER OR NOT OCCURRING IN RESTRICTED AREAS.

**3. HEREBY AGREE TO INDEMNIFY, DEFEND SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury or death while I am in the RESTRICTED AREAS and/or while competing, practicing, qualifying, officiating, observing or working for or for any purpose participating in the EVENT(S) and WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

**4. HEREBY ASSUME 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 OR FAULT OF THE RELEASEES OR OTHERWISE.

**5. HEREBY ACKNOWLEDGE THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge and knowingly accept that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OR MEDICAL OPERATIONS OR PROCEDURES OF THE RELEASEES.

**6. HEREBY AGREE THAT THIS PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OR MEDICAL OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Municipality, State and/or Country in which the EVENT(S) is/are conducted and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**7. HEREBY AGREE** that, in the event that I sustain any injury while participating in or observing any EVENT for any purpose or while in any RESTRICTED AREA for any purpose, any rescue personnel or medical personnel may release such medical information about my condition to representatives of AMA Pro Racing, the EVENT promoter, sanctioning organization, track operator, or track owner as necessary to allow such individuals to properly report that information to representatives of the sanctioning organization and/or insurance carriers.

8. **HEREBY AGREE** this Agreement shall be binding upon and enforceable against me, my personal and/or legal representatives, spouse, assigns, heirs, and next of kin without limitation and shall be in full force and effect for all EVENT(S).

**I HAVE READ THIS PARTICIPANT 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 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.**

**I HAVE READ AND VOLUNTARILY SIGN THIS PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT,** and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

**APPLICANT Legal Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**APPLICANT Printed Name** \_\_\_\_\_

**Subscribed and sworn to at** \_\_\_\_\_ **before me this** \_\_\_ **day of** \_\_\_\_\_, **A.D. 20** \_\_\_\_\_

**Notary Public** \_\_\_\_\_ **County,** \_\_\_\_\_ **State of** \_\_\_\_\_

**My Commission Expires** \_\_\_\_\_

**APPLICANT IS:** Single or Married (if Married, complete "Spouse Release and Waiver" section below)

**Children (Names & Birth dates)** \_\_\_\_\_

**2010 SPOUSE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**I AM THE SPOUSE OF THE PERSON WHOSE SIGNATURE IS SET FORTH ABOVE. I HAVE READ THE FOREGOING RELEASE AGREEMENT AND I FULLY UNDERSTAND AND INTEND THAT I WILL BE BOUND BY THE COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH IN THE FOREGOING RELEASE AGREEMENT. I FURTHER HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE, HOLD HARMLESS, INDEMNIFY AND WAIVE IN MY OWN NAME AND RIGHT ALL RIGHTS AGAINST EACH OF THE PERSONS RELEASED IN THE FOREGOING RELEASE AGREEMENT WITH RESPECT TO ALL LIABILITY TO ME FOR ANY AND ALL LOSS TO ME AND/OR TO MY MINOR CHILDREN OVER WHOM I AM THE LEGAL GUARDIAN, IN ANY WAY, RESULTING FROM ANY LOSS, DAMAGE, DEATH OR PERSONAL INJURY TO MY SPOUSE WHICH IS RELATED IN ANY WAY TO THE SUBJECT MATTER OF THE FOREGOING RELEASE, INCLUDING, BUT NOT LIMITED TO, ANY CAUSE OF ACTION FOR LOSS OF CONSORTIUM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**SPOUSE Legal Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**SPOUSE Printed Name** \_\_\_\_\_

**WITNESS Legal Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**WITNESS Printed Name** \_\_\_\_\_

**MINORS ONLY**

**COMPLETE THE SECTION BELOW IF YOU ARE UNDER THE AGE OF 18 OR CONSIDERED A MINOR IN YOUR STATE OF RESIDENCE** (i.e., under the age of 21 or 18 as applicable), **this application must bear the notarized signature of parent or legal guardian (such signature shall be on behalf of both parents where the minor has two parents) which shall acknowledge and be a waiver and release of any and all claims such parent(s) or legal guardian may have.**

**Parent or Legal Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Parent or Legal Guardian Printed Name** \_\_\_\_\_

**Subscribed and sworn to at** \_\_\_\_\_ **before me this** \_\_\_ **day of** \_\_\_\_\_, **A.D. 20** \_\_\_\_\_

**Notary Public** \_\_\_\_\_ **County,** \_\_\_\_\_ **State of** \_\_\_\_\_

**My Commission Expires** \_\_\_\_\_