



KAWARTHA DOWNS LIMITED
Fraserville, Ontario, KOL 1V0

Phone: (705) 939-8881 Fax: (705) 939-6342
www.kawarthaspeedway.com

MEMBERSHIP AND LICENSE APPLICATION

*Membership and License Expire December 31, of the Kawartha speedway current race season
(for official use only)*

PLEASE PRINT CLEARLY:

Date _____

Name _____

Date of Birth: Month ____ Day ____ Year ____

Home Address _____

City _____

Province _____ Postal Code _____

Home Phone (____) _____

Work Phone(____) _____

Email: _____

CAR NUMBER ASSIGNMENT REQUEST

If applying for a driver's license in any division you will be assigned a car number, unless otherwise Specified. By signing this application you acknowledge that all car numbers will be signed, and must be displayed on car.

Year/Make/Model _____

Car # Desired: _____

2nd Choice: _____

APPLICANT'S FEES:

(Full fee required for each additional license in same name)

Make all checks payable to: **Kawartha Speedway**

\$15 fee to replace or upgrade licenses

Check One:

Late Model Driver - \$75

Mini Stock Driver - \$50

check if eligible for Rookie of the Year

Thunder Car Driver - \$60

Crew Members - \$30

IMPORTANT: This application must be accompanied by required fee. IF APPLICANT IS UNDER 18, A proper MINOR'S RELEASE FORM, AVAILABLE FROM THE KAWARTHA SPEEDWAY OFFICE OR REGISTRATION LOCATON, MUST BE PROPERLY EXECUTED BY PARENTS OR GUARDIANS.

License, which will be mailed from Kawartha Downs Ltd. (Kawartha Speedway), is issued only to Kawartha Downs Ltd. Members. Kawartha Downs Ltd. reserves the right to refuse any application for membership and license. Kawartha Downs Ltd. reserves the right to terminate any license at any time, by written notice to the member.

In consideration of acceptance of this application by Kawartha Downs Ltd. or any affiliate company owned by any principal (hereinafter collectively referred to as "Kawartha Downs Ltd." in this application), the undersigned hereby agrees that "Kawartha Downs Ltd." shall have the exclusive right to use, without further compensation to the undersigned their name(s), picture(s), likeness(es), picture(s) of race car(s), and performance(s), or any part thereof, for any and all purposes and in any manner in connection with promoting, advertising, recording, reporting, broadcasting, producing and reproducing, or exploiting or benefiting in any way from "Kawartha Downs Ltd." -sanctioned events, whether before, during, or after such event(s), including but not limited to photography, television and radio broadcasts, film productions and print media. The undersigned understands and agrees that this exclusive right shall be freely assignable by "Kawartha Downs Ltd."

I am familiar with the current rules of "Kawartha Downs Ltd." and agree to abide by the current rules as they may be amended from time to time. In the event that I disagree with any amendment to the current rules, I understand that I have the right to terminate my membership and license within 10 days of the effective date of the amendment, which termination shall be in writing and mailed to "Kawartha Downs Ltd." at its Fraserville, ON address.

In addition, I agree to be bound by any and all decisions made by "Kawartha Downs Ltd.", which decisions shall be final and without recourse or appeal. In the event that I terminate my membership and application, it shall be without restitution of any part of my fee paid in connection with this application, and further, I waive any and all right or claims to any bonus money due me resulting from my racing efforts with "Kawartha Downs Ltd." prior to termination. I further waive any and all rights for myself, my agents and assigns, to institute any action, suits, or proceeding, whether at law, in equity, or before any administrative agency or board in any jurisdiction, whether under the laws of Canada, or any political subdivision against "Kawartha Downs Ltd." for any act or action taken or not taken, or any refusal to act on the part of "Kawartha Downs Ltd." or any of its employees, agents, or servants, or any persons for whose activities "Kawartha Downs Ltd." may be responsible, arising out of the promoting, sanctioning, sponsoring, operating, regulating, scoring, rule making, decision making of any event. I further agree that if, for any reason, I disregard any or all terms as outlined in this paragraph, by my signature witnessed below, I agree to pay all "Kawartha Downs Ltd." costs for counsel and/or other costs associated with any legal actions I may pursue. In consideration of acceptance of my application for membership at "Kawartha Downs Ltd.", the undersigned, for themselves and their heirs, successors, and assigns, I do hereby authorize "Kawartha Downs Ltd." to withhold any monies owed to me or my authorized agent for unpaid obligations to associate vendors or affiliate companies. I further do hereby release "Kawartha Downs Ltd." and its officers, directors, agents, and employees from any and all, and all manner of action or actions, cause and causes of actions, suits, damages, and claims that the undersigned or their heirs successors and assigns may have now or at any time in the future may have, arising in any manner out of "Kawartha Downs Ltd." -sanctioned events. The undersigned understands and agrees that this release constitutes a waiver and release of any and all claims for personal injury, breach of contract, and any other loss or damage except as expressly provided herein.

DISABILITY DISCLAIMER (IF REQUIRED)

N/A

I affirm that I have no physical disabilities as might present any danger to myself or others during any race or activity related to racing, including but not limited to preparation for any racing event. Further, I have never filed any claims for disability except: _____. I understand that a license granted under this application is not transferable and may be revoked for cause by "Kawartha Downs Ltd."

NOTE: I understand that acceptance of this membership application and fee by any official or representative of "Kawartha Downs Ltd." does not constitute approval of the license application, and that all license applications must be approved by "Kawartha Downs Ltd.", RR 1 Fraserville, ON KOL-1V0.

I further certify that I am an independent contractor and not an agent, servant, or employee of "Kawartha Downs Ltd." and I will retain such status of an independent contractor in the event my membership and license application is approved by "Kawartha Downs Ltd."

"Kawartha Downs Ltd.'s" logos are registered trademarks in Canada, and are the sole and exclusive property of "Kawartha Downs Ltd." "Kawartha Downs Ltd." members/event entrants are hereby authorized to use the "Kawartha Downs Ltd." logo on their cars, equipment and uniforms used in connection with "Kawartha Downs Ltd." -sponsored events, provided, however, that any use of such logo for profit other than participation in "Kawartha Downs Ltd." -sponsored events, without the prior written consent of "Kawartha Downs Ltd." is hereby prohibited.

X _____
Applicant's Legal Signature (in ink, preferred)