



2011 SEASON MEDIA APPLICATION



APPLICANT INFORMATION – ALL FIELDS REQUIRED

FULL NAME _____ DOB _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

MEDIA OUTLET _____ SUPERVISOR _____

BUSINESS PHONE _____ CELL _____

EMAIL _____ FAX _____

- CREDENTIAL IS VALID FOR BOTH ATVMX AND GNCC SERIES –

AGREEMENT

By submitting and signing this application, I agree to the following:

1. I am at least 18 years of age.
2. Any and all photos taken by me at the Event(s) will be used only in the performance of my duties/responsibilities with the media outlet I represent and will not be resold.
3. I agree to wear a Photo Vest at all times while on the infield/track area
4. I agree to comply with any/all instructions given to me by Promoter and track officials.
5. I agree to reference the GNCC/ATVMX in all published or broadcast work as a result of my assignment.
6. I agree to provide GNCC/ATVMX with two (2) copies of the work published, printed or broadcast as a result of my assignment.

MEDIA RELEASE OF LIABILITY As a condition of being permitted to enter and/or use the race facilities, premises and equipment at the GNCC and/or ATVMX, I AGREE to RELEASE, HOLD HARMLESS and INDEMNIFY MX Sports Pro Racing, Inc., Racer Productions, Inc., ATPVG, LLC, Daytona Motorsports Group, LLC, dba AMA Pro Racing, event promoters, sponsors and all real and personal property owners, and their parent companies, officers, directors, owners, employees, agents and representatives, hereafter "Releasees", from any and all claims for injury, death or property damage, including those caused by NEGLIGENCE or other fault of Releasees. I agree to assume all risks associated with photographing, videoing, recording, spectating, use of the facilities and any other activities associated with my assignment and/or presence at the events. I agree that any claim or suit that I may bring must be brought exclusively in the State of West Virginia and the laws of the State of West Virginia shall govern. If any portion of this agreement is deemed unenforceable, all other parts shall remain in full force and effect. I intend this RELEASE to be interpreted as broadly as permissible by law.

SIGNATURE _____ DATE _____

SUBMISSION PROCESS

- 2011 Annual Participant Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement.** This form MUST be printed **in color** and **notarized**. **Spouses** must also sign and have their signature witnessed by someone other than the applicant.
- Photo:** Include (1) passport-size forward-facing head shot in front of solid white background. Write name on the back of photo. Photo may be emailed to credentials@gncracing.com.
- Mail to:** MX Sports Pro Racing • 122 Vista Del Rio Dr • Morgantown, WV 26508 • P:304.284.0084
You will be notified by email upon approval of your application.

2011 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) and the American Motorcyclist Association d/b/a AMA, 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, MX Sports Pro Racing, Inc., Racer Productions, Inc., ATVPG, LLC, 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 IS: Single or Married

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 _____

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 _____