



INTERNATIONAL HOT ROD ASSOCIATION

8415 Firebird Drive, Suite 500
Attn: Memberships
Fairfield, OH 45011
Phone: 85-JOIN-IHRA / (855) 646-4472
Email: membership@ihra.com



IHRA PRO/PRO-AM MEMBERSHIP & LICENSE FORM -

Name: _____ Preferred Name: _____

Address: _____ NHRA Member: ☐ Yes ☐ No

City: _____ State: _____ Zip: _____ Male/Female: _____

Email: _____ Date of Birth: _____

Cell: _____

Select type of membership: ☐ New Application – **Must completely & accurately fill out page 1, 2, & 3**
☐ Renewal Member ID #: _____ Car #: _____

“ALL” applicants must enclose a photocopy of their state-issued driver’s license with this form.

INSTRUCTIONS

(For fastest service please use our online portal at www.IHRARACER.com.)

- 1) Fill out the first section completely to ensure proper insertion to our digital racing system.
 - a. This form is ONLY for Pro/Pro-Am racers.
 - b. E.T. Bracket racers must use the E.T. Bracket form.
 - i. Racers racing both E.T. Bracket and Pro/Pro-Am will not need two membership licenses.
 - ii. Each additional class is \$40.
- 2) On Page 2, select all requested licenses by checking box and filling in desired car numbers.
 - a. Licenses are good for one year from date of application.
- 3) On Page 3, fill out run forms for your selected classes.
 - a. Transfer: Submit a copy of your non-expired NHRA license within two-year expiration window.
 - b. New: Select your lowest level (fastest pass) for EACH of the car types raced.
 - i. Full Bodied Car, Altered Roadster and Outlaw Door Slammers share a race form.
- 4) Level 1-3 racers must complete a medical form.
- 5) Please allow 2-weeks for completion.

Amount Paid: _____

☐ Check #: _____

Credit Card #: _____ CID: _____ Exp: _____ Zip: _____

Signature: _____ Date: _____

BY SIGNING THIS AGREEMENT, I AFFIRM THAT (1) I HAVE READ AND UNDERSTAND BOTH THE IHRA MEMBERSHIP TERMS AND CONDITIONS (THE “MEMBER TERMS”) ATTACHED HERETO AS SCHEDULE 1 AND THE IHRA LICENSE TERMS AND CONDITIONS (THE “LICENSE TERMS”) ATTACHED HERETO AS SCHEDULE 2, EACH OF WHICH ARE INCORPORATED HEREIN BY REFERENCE; AND (2) I FULLY COMPREHEND SUCH MEMBER TERMS AND LICENSE TERMS. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL IHRA RULES, WHICH ARE INCORPORATED HEREIN BY REFERENCE, AND AGREE TO BE BOUND THEREBY. THE IHRA RULES, THE MEMBER TERMS, AND THE LICENSE TERMS REMAIN SUBJECT TO REVISION BY IHRA IN ITS SOLE AND ABSOLUTE DISCRETION, AND SUCH REVISIONS WILL BE POSTED ONLINE. I UNDERSTAND THAT I, ON BEHALF OF MYSELF AND THE RELEASORS, AM WAIVING SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE AND THE RIGHT TO A JURY TRIAL. I ACKNOWLEDGE THAT I AM EXECUTING / SIGNING THIS MEMBERSHIP & LICENSE FORM FREELY AND VOLUNTARILY, WITH THE INTENT THAT SUCH ACCEPTANCE CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

INSURANCE VALID AT IHRA-SANCTIONED EVENTS AT IHRA MEMBER TRACKS IN NORTH AMERICA ONLY

IHRA PRO/PRO-AM LICENSE SELECTION FORM - PAGE 2

IHRA PRO/PRO-AM COMPETITION DIRECTORY					
		Dragster <i>over 125" wheelbase</i>	Full Bodied Car, Altered/Roadster <i>up to 125" wheelbase</i>	Outlaw Door Slammers	Motorcycle/Sled
		Type A	Type B	Type C	Type D
Pro	Level 1	Top Fuel Two 1000 ft runs of 4.30 or < & 250+mph.	Funny Car Two 1000 ft runs of 4.50 or < & 250+mph.	Pro Stock/Mountain Motor Two 1/8th mile runs of 4.50 or < & 150+mph.	Pro Stock Motorcycle Two 1/4 mile runs of 7.50 or < & 150+mph.
	Level 2	Top Alcohol Dragster Two 1/4 mile runs of 6.00 or < & 205+mph.	Top Alcohol Funny Car Two 1/4 mile runs of 6.00 or < & 205+mph.	Pro Mod Two 1/8th mile runs of 4.20 or < & 160+mph.	Top Fuel Motorcycle Two 1/8th mile runs of 4.50 or < & 150+mph.
Pro-Am	Level 3	Top Dragster Two 1/4-mile runs 7.50 or <.	Top Dragster Two 1/4-mile runs 7.50 or <. Top Sportsman Two 1/4-mile runs 7.50 or <.	Heads Up Two 1/4 mile runs 7.50 or <.	Snowmobile Two 1/4 mile runs 7.50 or <.
	Level 4 >135 or 7.50 – 9.99	Quick Rod	Quick Rod Super Rod Factory Stock Super Stock Stock Hot Rod		
	Level 5 <135 mph & <10.00		Super Stock Stock Hot Rod		
1/8 Mile E.T. Acceptance					
Level 3 1/8th mile times		4.50 & Faster	4.50 & Faster	4.50 & Faster	4.50 & Faster
Level 4 1/8th mile times		4.50-6.39	4.50-6.39	4.50-6.39	4.50-6.39
Level 5 1/8th mile times		No Passes Required	No Passes Required	No Passes Required	No Passes Required

Instructions 1) Check Desired Class 2) Insert Desired Car # License: \$110 Each Add'l Class: \$40	Dragster		Full Bodied Car, Altered/Roadster		Outlaw Door Slammers		Motorcycle/Sled	
	Class	Car #	Class	Car #	Class	Car #	Class	Car #
	<input type="checkbox"/> Top Fuel		<input type="checkbox"/> Funny Car		<input type="checkbox"/> Pro Stock/Mountain		<input type="checkbox"/> Pro Stock Motorcycle	
	<input type="checkbox"/> Top Alcohol Dragster		<input type="checkbox"/> Top Alcohol Funny Car		<input type="checkbox"/> Pro Mod		<input type="checkbox"/> Top Fuel Motorcycle	
	<input type="checkbox"/> Top Dragster		<input type="checkbox"/> Top Dragster		<input type="checkbox"/> Heads Up		<input type="checkbox"/> Snowmobile	
	<input type="checkbox"/> Quick Rod		<input type="checkbox"/> Top Sportsman					
			<input type="checkbox"/> Quick Rod					
			<input type="checkbox"/> Super Rod					
			<input type="checkbox"/> Factory Stock (4)					
			<input type="checkbox"/> Super Stock (4)					
		<input type="checkbox"/> Stock (4)						
		<input type="checkbox"/> Hot Rod (4)						
		<input type="checkbox"/> Super Stock (5)						
		<input type="checkbox"/> Stock (5)						
		<input type="checkbox"/> Hot Rod (5)						

IHRA PRO/PRO-AM LICENSE RUN FORM - PAGE 3

THIS SECTION IS REQUIRED for 9.99 seconds and faster 1/4 mile or 6.39 seconds and faster 1/8 mile.
PLEASE COMPLETE ONE FORM FOR EACH REQUIRED VEHICLE TYPE A – B/C – D.

NHRA TRANSFER - NHRA License # _____ Code # _____ If requesting an NHRA transfer, passes are not required, but a copy of your NHRA license must be submitted with your application.

Select: () Dragster () Full Bodied Car, Altered/Roadster & Outlaw Door Slammers () Motorcycle/Sled

Choose: 1/4 Mile 1/8 Mile

			<i>Print Official Name Below</i>	<i>Signature</i>	<i>License Number</i>
1) Launch	E.T.	MPH	Licensed Driver 1:		
			Licensed Driver 2:		
			Track Official:		
2) Half Pass	E.T.	MPH	Licensed Driver 1:		
			Licensed Driver 2:		
			Track Official:		
3) Half Pass	E.T.	MPH	Licensed Driver 1:		
			Licensed Driver 2:		
			Track Official:		
4) Full Pass	E.T.	MPH	Licensed Driver 1:		
			Licensed Driver 2:		
			Track Official:		
5) Full Pass	E.T.	MPH	Licensed Driver 1:		
			Licensed Driver 2:		
			Track Official:		

Schedule 1

IHRA MEMBERSHIP TERMS AND CONDITIONS

These Membership Terms and Conditions ("Terms and Conditions") are a legally binding agreement between you ("Member" or "you") and Cuttell Motorsports, LLC, dba IHRA ("IHRA"), and, as applicable, its subsidiaries, affiliates, and related entities ("Affiliates").

- 1. ACCEPTANCE OF TERMS.** By enrolling in the IHRA Membership Program ("Program"), Member acknowledges they have read, understood, and agree to be bound by the Terms and Conditions set forth herein. These Terms and Conditions apply to: (i) all categories of membership in the Program and (ii) any participation in or attendance at an IHRA event or related activities, including as a driver, on-track participant, fan, and spectator.
- 2. IHRA RULES.** Member acknowledges that these Terms and Conditions are subject and subordinate to and limited by all applicable rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations, directives of IHRA, and any other agreements and arrangements to which IHRA is (or after the date hereof may become) subject or by which IHRA or its assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended, or modified from time to time (collectively, the "IHRA Rules"). The IHRA Rules are subject to revision by IHRA in its sole and absolute discretion at such times as may be deemed necessary by IHRA. Member agrees to comply with all applicable IHRA Rules and will not commit any act or omission that will conflict with the IHRA Rules.
- 3. MEMBERSHIP ELIGIBILITY & BENEFITS.**
 - (a) Eligibility.** Membership is open to individuals who meet the age and other eligibility criteria specified by IHRA. Member agrees that membership may be denied, withheld, or non-renewed at any time by IHRA in its discretion.
 - (b) Benefits.** Membership entitles you to various membership benefits, which may include, but are not limited to, ticket discounts, magazine subscriptions, and other exclusive offers. IHRA reserves the right to modify, add, or remove benefits at any time at its sole discretion. Membership benefits are subject to change without prior notice and may vary based on membership level or other eligibility criteria.
 - (c) Non-Transferable.** The IHRA membership and associated benefits are personal to the Member to whom it is issued and are strictly non-transferable. Member may not assign, sell, loan, or otherwise transfer membership (or any associated benefits) to any other individual or entity.
 - (d) Revocation by IHRA.** IHRA retains the right to revoke a membership at any time in its reasonable discretion. Reasons for revocation may include, but are not limited to (i) breach of these Terms and Conditions; (ii) breach of any other IHRA Rule; and (iii) any conduct by the Member that IHRA deems to be detrimental to the integrity, reputation, or operations of IHRA, its events, or the Program.
- 4. MEMBERSHIP FEES & RENEWAL; TRANSACTION AUTHORIZATION.**
 - a. Membership requires payment of an annual or monthly fee as may be determined by IHRA. Membership fees are non-refundable unless otherwise stated. Membership renews automatically each year on the anniversary of the date Member enrolled in the Program, unless canceled before the renewal date.
 - b. By providing credit or debit card information to IHRA, you authorize IHRA to charge your credit or debit card for any fees, subscriptions, purchases, or other amounts due under these Terms and Conditions. This authorization includes automatic recurring charges, where applicable, until you affirmatively cancel your membership or payment obligations in accordance with IHRA's cancellation and billing policies. You agree to provide and maintain accurate, complete, and current billing information. If a charge is declined or reversed for any reason, IHRA may suspend or terminate your access to its membership benefits, products, and services until payment is successfully processed. IHRA is not responsible for any fees or penalties imposed by your bank or credit card provider due to declined transactions. This authorization will remain in effect until revoked in writing by you, subject to any outstanding balances owed to IHRA.
- 5. CODE OF CONDUCT.** Members are expected to conduct themselves in a respectful and sportsmanlike manner at all IHRA events. IHRA reserves the right to suspend or revoke membership for behavior deemed inappropriate, unlawful, or in violation of venue policies.

INSURANCE VALID AT IHRA-SANCTIONED EVENTS AT IHRA MEMBER TRACKS IN NORTH AMERICA ONLY

- 6. MEMBERSHIP INSURANCE COVERAGE.** As a member of IHRA, you may be eligible to participate in IHRA's membership insurance coverage. All insurance coverage is subject to the Membership Insurance Terms and Conditions, which can be found at IHRA.com. Participation in the insurance program is contingent upon compliance with all applicable membership requirements and insurance provisions. IHRA reserves the right to modify, suspend, or terminate insurance coverage at its sole discretion.
- 7. ASSUMPTION OF RISK.** A Member who (i) participates in a drag racing event (as a driver or other on-track participant) or (ii) attends a drag racing event as a spectator, fan, visitor, or otherwise, understands and acknowledges that there are certain risks involved, including, but not limited to, concussion, serious injury, death or permanent disability, contact or collision with other persons, vehicles, or objects, head injury, spine injury, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, contusions, strains, sprains, fractures, verbal abuse, loss and/or damage to sight, loss and/or damage to teeth, loss and/or damage to hearing, paralysis, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. The foregoing risks may arise from, among other things, high-speed driving, collisions, mechanical failures, track conditions, and the actions of the drivers. Member acknowledges and agrees that he or she is voluntarily participating in such activities or attending such events with the knowledge of the dangers involved and agrees to assume and accept all risks of such participation or attendance.
- 8. RELEASE OF LIABILITY; INDEMNIFICATION.** In exchange for membership in the Program, Member, on behalf of themselves and each of the other Releasors (as defined below), hereby releases and agrees not to sue IHRA, any drag racing track or facility designated as an IHRA "Member Track" or "Track Partner" (collectively, the "Member Tracks"), any Affiliate, and each of the employees, officers, directors, direct and indirect owners, subcontractors, sponsors, business partners and agents of each of the foregoing entities, and all other participants, operators, vendors, agencies, sponsors, advertisers, and owners and lessees of premises used in connection with or related to participation in the Program (collectively, the "Releasees") from or for, as applicable, all present and future liabilities, claims, and causes of action of any kind, whether at law or in equity, that may be made by Member or the Member's family, estate, heirs, or assigns (collectively, the "Releasors") arising in any way as a result of or in connection with Member's participation in the Program or associated activities, attendance at an IHRA event or associated activities, participation in an IHRA event or associated activities, or use of any membership benefits, including but not limited to actions for property damage, personal injury, or wrongful death.

Member understands and agrees that the Releasees are not responsible for any death, injury, or property damage arising out of participation in the Program, EVEN IF CAUSED BY THEIR OWN NEGLIGENCE. Member also agrees to defend, indemnify, and hold harmless Releasees for all liabilities, claims, damages, causes of action, costs, and expenses of any kind arising out of or in connection with Member's participation in the Program, participation in an IHRA event, attendance at an IHRA event, or any and all related activities. Member understands that this release and indemnification is intended to be as broad and inclusive as permitted by the laws in which the event or activity is taking place and agrees that if any portion of these Terms and Conditions is invalid, the remainder will continue in full force and legal effect.

- 9. INTELLECTUAL PROPERTY MARKS.** Member acknowledges and agrees that IHRA exclusively and in perpetuity owns and controls any and all rights to videotape, broadcast, telecast, film, exhibit, distribute, photograph, exploit, record, print, or otherwise reproduce, and any and all rights to authorize others to do so, any film, audio, depiction, audiovisual, video, image, statistic, data (of any kind), photo, or sound arising from, related to, membership in the Program or any IHRA event (the "Works") in any manner whatsoever, alone or in composite and/or conjunction with other materials, in any and all media, whether now known or hereafter devised ("Media"), in or by any manner, method, or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters, and things incident to or arising out of all or any of the foregoing, including, without limitation, for any and all commercial purposes, including for purposes of advertising and promoting IHRA. Member hereby grants to IHRA and the other Releasees the exclusive, perpetual, royalty-free, irrevocable, fully paid-up, worldwide right to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform, and make any other uses of Member's image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material, and other indicia and attributes of Member, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via, or through any and all Media, in connection with, related to, or for any purpose of: (i) any of the rights to the Works described in the foregoing paragraph; (ii) any advertising, promotion, publicity, operation, or exploitation of Releasors or an event; and (iii) on the IHRA website in connection with any postings of rosters, scorings, or racing stories.
- 10. NO USE OF IHRA MARKS.** Member shall have no right to use any of the IHRA Marks (as defined below) for any purpose whatsoever without the prior written approval of the Releasees in each instance, such approval to be granted or withheld in

the Releasees' sole discretion after a formal request process has been initiated by Member. For the purposes of these Terms and Conditions, "IHRA Marks" means the logos, trademarks, and other indicia of origin owned by IHRA and its Affiliates, including the event(s) name and logo and any indicia adopted for commercial purposes by IHRA or any of its Affiliates. Member acknowledges and agrees that all right, title, and interest in and to the IHRA Marks belong to IHRA. Member agrees that the IHRA Marks possess a special, unique, and extraordinary character that makes the assessment of the monetary damages that would be sustained by their unauthorized use difficult. Notwithstanding anything to the contrary herein, unauthorized use of any IHRA Marks would cause irreparable injury, and injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in such an event. Such remedy shall not be exclusive of other legal remedies. Member recognizes that the great value and goodwill associated with the IHRA Marks belong to IHRA and that such marks have acquired secondary meaning.

- 11. TERMINATION & MODIFICATIONS.** IHRA reserves the right to modify, suspend, or terminate the Program, or any aspect thereof, at any time. Members will be notified of significant changes. Continued participation after modifications constitutes acceptance of the revised Terms and Conditions. Membership in the Program is subject to these Terms and Conditions, which may be updated from time to time by IHRA in IHRA's sole discretion.
- 12. SEVERABILITY; ENTIRE AGREEMENT.** Member acknowledges that these Terms and Conditions are intended to be as broad and inclusive as is permitted by law and that if any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. These Terms and Conditions constitute the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous oral or written agreements, representations, or understandings. These Terms and Conditions govern membership in the Program, including, without limitation, participation in and attendance of drag racing-related events, as well as related policies, standards, and guidelines.
- 13. GOVERNING LAW & DISPUTE RESOLUTION.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law provisions other than those that would permit the application of Ohio law. Any dispute, claim, or controversy of any nature arising out of or relating to these Terms and Conditions shall be resolved through binding arbitration in accordance with the Federal Arbitration Act to the exclusion of any other Federal, state, or municipal law of arbitration administered by the American Arbitration Association by a sole arbitrator or in small claims court. The results, judgements, and/or awards rendered through any such arbitration shall be final and binding and may be entered in any court of competent jurisdiction.
- 14. WAIVER OF JURY TRIAL.** IHRA AND MEMBER ON BEHALF OF ITSELF AND THE OTHER RELEASORS IRREVOCABLE AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE USE OF A COMPETITION VEHICLE, MEMBER'S PARTICIPATION IN THE PROGRAM OR ANY DRAG RACING EVENTS (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), MEMBER'S ATTENDANCE AT ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), AND ANY AND ALL RELATED ACTIVITIES. MEMBER CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF IHRA HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IHRA WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

BY ENROLLING IN THE PROGRAM OR PARTICIPATING IN OR ATTENDANCE AT ANY RELATED IHRA EVENTS OR ACTIVITIES, MEMBER AGREES TO ABIDE BY THESE TERMS AND CONDITIONS, WHICH MAY BE POSTED ON THE IHRA WEBSITE OR PRESENTED DURING THE MEMBERSHIP REGISTRATION PROCESS.

Schedule 2

IHRA LICENSE TERMS AND CONDITIONS

These IHRA License Terms and Conditions (these “**Terms**”) are entered into by and between Cuttell Motorsports, LLC dba IHRA (“**IHRA**”) and the individual applying for, accepting, or using a competition driver’s license (the “**Driver**”), regarding the terms and conditions for obtaining and maintaining a competition driver’s license (“**License**”) issued by IHRA. By applying for, accepting, or using the License, the Driver agrees to comply with these Terms and all other IHRA Rules (defined below).

1. License Terms.

- a. Non-Transferable. The License is personal to the Driver to whom it is issued and is strictly non-transferable. The License may not be assigned, sold, lent, or otherwise transferred to any other individual or entity.
- b. Revocation by IHRA. IHRA retains the right to revoke the License at any time in its reasonable discretion. Reasons for revocation may include, but are not limited to (i) breach of these Terms; (ii) breach of any other IHRA Rule; and (iii) any conduct by the Driver that IHRA deems to be detrimental to the integrity, reputation, or operations of IHRA or its events.
- c. IHRA Rules. The License and these Terms are subject and subordinate to and limited by all applicable IHRA Rules. “**IHRA Rules**” means (i) the rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations and directives of IHRA; and (ii) any other agreements and arrangements to which IHRA is (or after the date hereof may become) subject or by which IHRA or its assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended, or modified from time to time. The IHRA Rules are subject to revision by IHRA in its sole and absolute discretion at such times as may be deemed necessary by IHRA. Driver will comply with all applicable IHRA Rules and will not commit any act or omission that will conflict with the IHRA Rules.

2. Chassis Certification.

- a. Inspection. IHRA Rules require certain minimum specifications of chassis for vehicles used in competition (“**Competition Vehicles**”), and IHRA may, in its sole discretion, inspect Competition Vehicles to determine compliance with such requirements. Driver acknowledges and agrees that any such inspection (i) is undertaken for the limited purpose of allowing IHRA to determine whether the Competition Vehicle’s chassis (the “**Chassis**”), at the time of inspection, appears to comply with IHRA Rules governing chassis construction, as this is a requirement for the vehicle being allowed to operate at IHRA or IHRA-member track events (including, but not limited to, private test sessions); (ii) does not constitute a certification for use at any location other than an IHRA or IHRA-member track; (iii) does not constitute a warranty or guaranty of any kind, including without limitation, a warranty or guarantee that the Competition Vehicle, including the Chassis, is free of defects, latent or otherwise, that the Competition Vehicle is fit for any particular purpose, or that the vehicle as finally constituted is or will be safe to operate; and (iv) is limited to the Chassis only, and shall not extend to any other part or function of the Competition Vehicle.
- b. DRIVER ACKNOWLEDGES AND AGREES THAT THEY ARE NOT RELYING UPON THE IHRA CHASSIS INSPECTION FOR A DETERMINATION OF THE SAFETY OR EFFICACY OF THE CHASSIS FOR USE. Driver further agrees to assume full responsibility for ensuring that the Chassis meets the IHRA Chassis requirements, and that there are no defects, latent or otherwise, in the Chassis prior to use.

3. **Assumption of Risk**. By obtaining a License and participating in drag racing or drag racing related events or activities, Driver understands and acknowledges that there are certain risks involved, including, but not limited to, concussion, serious injury, death or permanent disability, contact or collision with other persons, vehicles or objects, head injury, spine injury, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, contusions, strains, sprains, fractures, verbal abuse, loss and/or damage to sight, loss and/or damage to teeth, loss and/or damage to hearing, paralysis, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. The foregoing risks may arise from, among other things, high-speed driving, collisions, mechanical failures, track conditions, and the actions of other participants. Driver acknowledges and agrees that he or she is voluntarily participating in such activities with the knowledge of the dangers involved and agrees to assume and accept all risks of such participation.

4. Release, Waiver, Indemnification.

- a. In return for being allowed to obtain and maintain a License, Driver, on behalf of itself and each of the other Releasers (as defined below), hereby releases and agrees not to sue IHRA and each of its respective affiliates

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and employees, officers, directors, direct and indirect owners, sub-contractors, sponsors, business partners and agents, and all other participants, operators, vendors, agencies, sponsors, advertisers, and owners and lessees of premises used in connection with or related to any drag racing related event or activity (collectively, the “**Releasees**”) from or for, as applicable, all present and future liabilities, claims and causes of action of any kind, whether at law or in equity, that may be made by the Driver, the Driver’s family, estate, heirs or assigns (collectively, the “**Releasors**”) arising in any way as a result of or in connection with the License, the use of a Competition Vehicle, Driver’s participation in any drag racing event (including IHRA events and events held at IHRA tracks), Driver’s attendance at any drag racing event (including IHRA events and events held at IHRA tracks), and any and all related activities, wherever, whenever, or however the same may occur, including but not limited to actions for property damage, personal injury or wrongful death. Driver understands and agrees that the Releasees are not responsible for any death, injury or property damage arising out of or in connection with the License, the use of a Competition Vehicle, Driver’s participation in any drag racing event (including IHRA events and events held at IHRA tracks), Driver’s attendance at any drag racing event (including IHRA events and events held at IHRA tracks), and any and all related activities, EVEN IF CAUSED BY THEIR OWN NEGLIGENCE.

- b. Driver shall defend, indemnify and hold harmless Releasees for all liabilities, claims, damages, causes of action, costs and expenses of any kind arising out of or in connection with the License, the use of a Competition Vehicle, Driver’s participation in any drag racing event (including IHRA events and events held at IHRA tracks), Driver’s attendance at any drag racing event (including IHRA events and events held at IHRA tracks), and any and all related activities. Driver further acknowledges and understands that this release and indemnification is intended to be as broad and inclusive as permitted by law and agrees that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.
- c. The Driver expressly waives all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any jurisdiction. The Driver acknowledges that Section 1542 of the Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Driver acknowledges, on behalf of itself and each of the other Releasors, that the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of this Agreement. The Driver, for itself and each of the other Releasors, expressly acknowledges that this Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands, and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands, and causes of action hereinabove described. The Driver further acknowledges, for itself and each of the other Releasors, that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the claims released in this Section 4.c. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with such claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

- 5. **Emergency Medical Treatment.** Driver hereby authorizes, gives permission, and voluntarily consents to the provision of any and all emergency medical/dental treatment and/or first aid, including authorizing any medical treatment facility/hospital to administer emergency treatment for any illness, injury, or accident resulting from participation in an IHRA event. Except as otherwise agreed in writing, Driver acknowledges that medical insurance coverage will not be provided by IHRA or any Releasees. In addition, Driver hereby authorizes, gives permission, and voluntarily consents to having the IHRA or medical providers appointed by IHRA or the applicable track, and their respective employees, agents, or affiliates arrange, direct, sign for, and consent to all routine or emergency medical care and treatment necessary to preserve the Driver’s health in the event of accident, injury, sickness, etc., during participation in an IHRA event. Driver acknowledges responsibility for reasonable charges in connection with the care and treatment rendered and agrees to the release of any medical records necessary for insurance purposes. Furthermore, Driver acknowledges that IHRA and

medical providers appointed by IHRA and its respective employees, agents, or affiliates have not made any guarantees as to the effect of such care and treatment rendered.

6. **Insurance.** As a condition precedent to obtaining and maintaining a valid License, the Driver shall, at its sole cost and expense, be covered by medical insurance sufficient to adequately cover any and all injuries or illnesses that they may sustain in relation to a participation in a drag racing event or drag racing related activity. The Driver shall indemnify and hold the Releasees harmless from and against all costs, expenses, and liability arising from claims required to be covered by medical insurance pursuant to this Section 6.
7. **Use of Personal Information.** The Releasees may use Driver's Personal Information (as defined below) for the purposes of operating an event, order processing, fulfillment, customer service, and renewal or as otherwise described herein, in the IHRA Privacy Policy located at www.IHRA.com (the "**Website**"), or in writing at the time that such Personal Information was collected. Without limitation, Releasees may use any Personal Information for the purposes of promoting or marketing the Releasees' events, services, programs, and sponsors. "**Personal Information**" means any data that can be used to identify, contact, or locate a specific individual, either on its own or when combined with other information.
8. **Representations and Warranties.** By applying for, obtaining and/or maintaining a License, the Driver represents the following:
 - a. The Driver (i) is in excellent physical health and condition, and may participate in hazardous activities, including drag racing and other activities in relation to the License; (ii) has no known condition that would impair its ability to safely participate in any event or activity related in any way to the License, or that would create danger for the Driver or others, including without limitation fainting, loss of balance, hemophilia or any clotting disorder, loss of muscular coordination, seizures, psychosis, or impaired and uncorrected vision; and (iii) is not (and will not be) under the influence of any medications, drugs, or substances that may impair Driver's ability to safely participate in any event or activity related in any way to drag racing, or that would create danger for the Driver or others, including without limitation blood thinners, amphetamines, cocaine, marijuana (cannabis, THC), opiates and phencyclidine (PCP); provided, if a medication is prescribed by a doctor, the Driver may request an exemption by disclosing it to IHRA for review and approval in accordance with IHRA Rules. The Driver shall immediately notify IHRA if the foregoing representations and warranties change, and in such case, Driver shall not participate in any drag racing or other activities related to the License.
 - b. All information and documentation provided in connection with obtaining and/or maintaining a License is true, complete and accurate in all respects.
9. **LIMITATION OF LIABILITY.** THE RELEASEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY AND ALL DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, ARISING OUT OF ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, BODILY AND PERSONAL INJURIES, DAMAGE TO PROPERTY, AND THE CONSEQUENCES THEREOF, INCLUDING ANY INJURY, DAMAGE, DEATH, OR DISABILITY ARISING IN ANY WAY AS A RESULT OF OR IN CONNECTION WITH THE LICENSE, THE USE OF A COMPETITION VEHICLE, DRIVER'S PARTICIPATION IN ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), DRIVER'S ATTENDANCE AT ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), AND ANY AND ALL RELATED ACTIVITIES, INCLUDING AS A RESULT OF THE NEGLIGENCE OF THE RELEASEES OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH AN EVENT. TO THE FULLEST EXTENT PERMITTED BY LAW AND WITHOUT LIMITING SECTION 4, THE TOTAL LIABILITY OF THE RELEASEES AS A RESULT OF OR IN CONNECTION WITH THE LICENSE, THE USE OF A COMPETITION VEHICLE, DRIVER'S PARTICIPATION IN ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), DRIVER'S ATTENDANCE AT ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), AND ANY AND ALL RELATED ACTIVITIES WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF \$10,000. DRIVER EXPRESSLY AGREES THAT USE OF THE LICENSE, USE OF A COMPETITION VEHICLE, PARTICIPATION IN ANY DRAG RACING EVENT, OR ATTENDANCE AT A DRAG RACING EVENT IS AT DRIVER'S SOLE RISK. THE RELEASEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
10. **Intellectual Property Rights.** Driver acknowledges and agrees that IHRA exclusively and in perpetuity owns and controls any and all rights to videotape, broadcast, telecast, film, exhibit, distribute, photograph, exploit, record, print, or otherwise reproduce, and any and all rights to authorize others to do so, any film, audio, depiction, audiovisual, video, image, statistic, data (of any kind), photo, or sound arising from, related to, or during any IHRA event or program (the "**Works**") in any manner whatsoever, alone or in composite and/or conjunction with other materials, in any and all media, whether now known or hereafter devised ("**Media**"), in or by any manner, method, or device (whether now known or

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hereafter devised), and all other rights, privileges, benefits, matters, and things incident to or arising out of all or any of the foregoing, including, without limitation, for any and all commercial purposes, including for purposes of advertising and promoting IHRA. Driver hereby grants to IHRA and the other Releasees the exclusive, perpetual, royalty-free, irrevocable, fully paid-up, worldwide right to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform, and make any other uses of Driver's image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material, and other indicia and attributes of Driver, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via, or through any and all Media, in connection with, related to, or for any purpose of: (i) any of the rights to the Works described in the foregoing paragraph; (ii) any advertising, promotion, publicity, operation, or exploitation of Releasees or an event; and (iii) on the IHRA website in connection with any postings of rosters, scorings, or racing stories.

11. **No Use of IHRA Marks.** Driver shall have no right to use any of the IHRA Marks (as defined below) for any purpose whatsoever without the prior written approval of the Releasees in each instance, such approval to be granted or withheld in the Releasees' sole discretion after a formal request process has been initiated by Driver. For the purposes of this Agreement, "IHRA Marks" means the logos, trademarks, and other indicia of origin owned by IHRA and its affiliates, including the Event(s) name and logo and any indicia adopted for commercial purposes by IHRA or any of its affiliates. Driver acknowledges and agrees that all right, title, and interest in and to the IHRA Marks belong to IHRA. Driver agrees that the IHRA Marks possess a special, unique, and extraordinary character that makes the assessment of the monetary damages that would be sustained by their unauthorized use difficult. Notwithstanding anything to the contrary herein, unauthorized use of any IHRA Marks would cause irreparable injury, and injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in such an event. Such remedy shall not be exclusive of other legal remedies. Driver recognizes that the great value and goodwill associated with the IHRA Marks belong to IHRA and that such marks have acquired secondary meaning.
12. **Applicable Law; Consent to Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of law rules. Driver expressly consents and agrees to submit to the exclusive jurisdiction and venue of the state and U.S. federal courts located in Cincinnati, Ohio (and any court having appellate jurisdiction therefrom) in all disputes arising out of or relating to these Terms. Driver agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
13. **WAIVER OF JURY TRIAL.** IHRA AND DRIVER ON BEHALF OF ITSELF AND THE OTHER RELEASEES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LICENSE, THE USE OF A COMPETITION VEHICLE, DRIVER'S PARTICIPATION IN ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), DRIVER'S ATTENDANCE AT ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), AND ANY AND ALL RELATED ACTIVITIES. DRIVER CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF IHRA HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IHRA WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (D) IT HAS DECIDED TO ENTER INTO THESE TERMS IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
14. **Severability; Entire Agreement.** Driver acknowledges that these Terms are intended to be as broad and inclusive as is permitted by law and that if any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms constitute the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous oral or written agreements, representations, or understandings. These Terms govern the application for and use of a License, including without limitation, a Driver's participation in drag racing related events or activities.
15. **Acknowledgment and Agreement** By applying for and using the License, the Driver acknowledges that they have read, understood, and agreed to these Terms.