

## MODIFIED LITE STARS SERIES 2020 ANNUAL MEMEBERSHIP AGREEMENT

## THIS INCLUDES A RELEASE AND INDEMNITY AGREEMENT-READ BEFORE SIGINING.

IN CONSIDERATION of the acceptance by Modified Lite STARS Series, LLC (hereinafter Modified Lite STARS), of this membership agreement, the payment of the required fee, the issuance of a Modified Lite STARS Annual Membership Permit, by being permitted on the speedway or raceway premises of any Modified Lite STARS sanctioned event, or any of the foregoing, I, for myself, my heirs, next of kin, personal representatives, and assigns, hereby agree (in accordance with Pennsylvania law) as follows:

To comply with the Modified Lite STARS Series Official Rules and Regulations (as amended);

To abide by the decisions of the Modified Lite STARS Series Officials;

To be bound by the procedures for and results of protests and appeals, which shall be the exclusive remedy for any aggrieved driver;

To waive any right to litigate and decision of the Modified Lite STARS Officials or the results of any Modified Lite STARS event;

To release, waive, discharge, give up all my rights to sue or make claim against, and covenant not to sue Modified Lite STARS Series organization, Modified Lite STARS Officials or and other Modified Lite STARS driver and each of them from all liability to the licensed or permitted driver, his personal representatives, assigns, heirs or next to kin for any and all loss or damage and any claim or demands therefore on account of or resulting from injury to person or property or resulting in death of the licensed or permitted driver, whether caused in whole or in part by the negligence or any other wrong doing of Modified Lite STARS Series, Modified Lite STARS driver while the licensed or permitted driver is in or upon the speedway grounds and/or competing, observing, or for any purpose participating in the event;

To indemnify, save and hold harmless Modified Lite STARS Series , Modified Lite STARS Series Officials and other Modified Lite STARS Series drivers and each of them from any loss, liability, damage or cost they may incur due to the presence of the licensed or permitted driver in or upon the speedway grounds or in any way competing, observing or for any purpose participating in the event and whether caused in whole or part by the negligence or any other wrongdoing of Modified Lite STARS Series, Modified Lite STARS Series Officials, or Modified Lite STARS drivers or otherwise;

To assume full responsibility for and risk off bodily injury, death or property damage due in whole or in part to the negligence or any other wrongdoing of Modified Lite STARS Series. Modified Lite STARS Series Officials, and other Modified Lite STARS Series drivers while in or upon the speedway grounds and/or while competing, observing, or any purpose participating in the event;

To reimburse the attorney's fees, expert witness fees, court costs, and all other expenses incurred by Modified Lite STARS Series, and Modified Lite STARS Series Officials in any litigation commenced by or on behalf of the licensed or permitted driver, his personal representatives, assigns, or next of kin, regardless of the outcome of any such litigation;

To waive any right to jury trial;

To the exclusive jurisdiction and venue of the Court of Common Pleas of Allegheny County, Pennsylvania;

I HEREBY CERTIFY that any license or permit granted hereunder is granted for the sole purpose of enabling me to participate in the furtherance of an enterprise, a race, or other motorsports-release activity. My presence in, about, or en-route into or out of any premises where Modified Lite STARS Series sanctioned events are presented in furtherance of that Modified Lite STARS Series event.

BY MY SIGNATURE BELOW, I hereby release and assign to Modified Lite STARS Series, LLC the right to use my name, my nickname, my car number, my image, the image of my race car, and the names of my sponsors in press releases, announcements or advertisement is in the print or electronic media, in still or motion pictures, drawings or other artistic renderings, related to or depicting my participation n any Modified Lite STARS sanctioned event.

Under the age of 18 requires legal guardian signature.

| PRINT NAME       | SIGNA       | SIGNATURE (Under the age of 18 requires<br>Legal guardian signature) |                       | TODAY'S DATE |            |
|------------------|-------------|--|-----------------------|--------------|------------|
| STREET ADDRESS   | CITY        |  | STATE                 | _            | ZIP CODE   |
| E-mail           | TELEPHONE # | CAR#   | BIRTH DATE (Under 18) |              | HOME TRACK |
| CHASSIE          | MOTOR TYPE  | YEAR   | ENGINE SERIEA         | AL.          | SHOCKS     |
|                  | CAR OWNI    | ER/LEGAL (   | GARDIAN               |              |            |
| PRINT NAME SIGNA |             | TURE   |                       | TODAY'S DATE |            |
| STREET ADDRESS   |             | CITY   |                       | 2            | ZIP CODE   |
| E-mail TELEP     |             | HONE #   | SPONS                 | SPONSORS     |            |