



APPLICATION FOR 2019 KNOXVILLE RACEWAY SEASON-LONG MEDIA CREDENTIAL

This media credential application is for the 2019 Knoxville Raceway Season Media Pass. This credential is issued to media attending weekly racing events at Knoxville Raceway. The credential will grant the media member access to the infield area and victory lane and is valid for the pass holder only. The deadline for 2019 season-long credential requests is **Friday, April 5, 2019**.

Please note that this credential application is for SEASON LONG media credentials only. Applications for special events including the Knoxville Nationals presented by Casey's General Stores and the Lucas Oil Late Model Nationals presented by Weld Racing will be available at a later date. **A season-long media credential will NOT be valid for the aforementioned special events and credential applications will have to be turned in for those events separately.**

- No "blank" passes will be issued.
- Passes will be issued to applicants subject to their Media Organization or Publication signing the Knoxville Nationals Accreditation Terms & Conditions attached to the application form. Passes cannot be issued without the attached form filled out completely and returned to Knoxville Raceway.
- The Knoxville Raceway Media Credential Terms & Conditions include (but are not limited to) the provision that any stories produced and/or still photographic images taken at each event will only be used for bona fide media publications and activities and to promote Knoxville Raceway and the events taking place at Knoxville Raceway (the "Media and Promotion"). If, at any point, Knoxville Raceway reasonably suspects that any applicant is present SOLELY for resale and commercial purposes rather than for Media and Promotion, the applicant's accreditation may be immediately suspended or revoked without notice.
- Every credentialed media member **must** sign in at the pit window every event night. Photographers will be given a "photo vest" on first event night attended. Please keep your vest and turn it in to pit window, ticket office or to Kendra Jacobs by end of July 27 event.
- Photos are not required to be provided to Knoxville Raceway, but may be requested for social media, website and promotions for Knoxville Raceway and its events and activities. Knoxville Raceway will contact the photographer in such circumstances for permission and credit the photographer in such uses. Knoxville Raceway shall not use the photos for commercial or advertising purposes without the prior consent of the photographer. Photos will not be distributed outside of the track's personnel, nor will they be provided to teams, drivers, media outlets, or other third parties.
- No media outlets will be permitted to utilize GoPro or similar cameras on any cars or any fixed locations at the track without prior written consent of Knoxville Raceway.
- Infield parking will not be guaranteed at each event for credentialed media members.

Please return the completed application form with the following documentation to me via the e-mail, fax, or mailing address provided below. Your application MUST BE signed by an editor (or an individual serving in a similar position/capacity).

Photographers applying for accreditation must be associated with a reputable publication as determined in the reasonable direction of Knoxville Raceway.

Please note that submission of this application does not mean that your application has been automatically approved.

Knoxville Raceway reserves the right to deny any application submitted. Knoxville Raceway further reserves the right, from time-to-time, to amend the rules, guidelines, and requirements applicable to media members applying for and receiving credentials.

Should you require any further information, please do not hesitate to contact me.

Sincerely,

Kendra Jacobs

Director of Marketing • Knoxville Raceway
704-619-9638 • KendraJ@KnoxvilleRaceway.com • 641-842-2899
P.O. Box 347, Knoxville, IA 50138



**APPLICATION FOR 2019 SEASON-LONG MEDIA CREDENTIAL
KNOXVILLE RACEWAY**

Name on Pass: _____

Mailing Address: _____ STATE: _____ ZIP: _____

E-mail: _____ Mobile: _____

- Journalist** **Photographer** **Videographer** **Radio**

Media Organization /
Publication (Accredited Party): _____ Website Address: _____

Name of Editor: _____ Phone No: _____

Editor Contact Info: _____

Which events did you attend at Knoxville Raceway in 2018? _____

Where was your work published in 2018? _____



2019 Media Accreditation Terms & Conditions with Waiver and Release, Express Assumption of Risk, and Indemnity Agreement

All media accreditation is issued by Knoxville Raceway in the form of either a Media Pass or a Temporary Media Pass (the “**Pass**”), and is subject to acceptance of the following terms and conditions. All successful applicants (each an “**Accredited Party**”) and each individual nominated by an Accredited Party to hold a Pass (each a “**Pass Holder**”) and each person receiving a credential to enter the Knoxville Raceway premises and attend events and activities on the premises accept and agree to abide by the following:

Each Pass shall be used solely for the Pass Holder of the Accredited Party, and it cannot be transferred or assigned to any other person or entity.

At all times, Knoxville Raceway retains the sole and absolute discretion to determine whether or not to approve an application for a Pass or designate any entity or person as an Accredited Party or Pass Holder for any of the events and activities taking place at Knoxville Raceway (collectively, the “**Events**”).

Transfer, assignment or misuse of the Pass shall be cause for suspension or revocation in Knoxville Raceway’s sole and absolute discretion. Knoxville Raceway takes no responsibility for, and the Accredited Party and Pass Holder agree to indemnify Knoxville Nationals against all liability resulting from, any third party claims or third party personal injury, death, damage or loss of any kind suffered or sustained by any third party using the Pass without the express written permission of Knoxville Raceway.

The Pass remains the property of Knoxville Raceway, and its may be withdrawn by Knoxville Raceway at any time. Knoxville Raceway reserves the right to refuse any person access to any area at the Events at any time. Access to Knoxville Raceway and the Events, and receipt of a Pass by an Accredited Party and Pass Holder, are privileges and not rights. These terms and conditions may be amended, modified, and updated by Knoxville Raceway from time to time in its discretion. The Accredited Party and Pass Holder agree to become and remain familiar with the terms and conditions as they may be amended, modified, and updated. The Accredited Party and Pass Holder understand that it may request copies of all current terms and conditions any time from Knoxville Raceway, and Knoxville Raceway shall make the current terms and conditions available upon reasonable request. The Accredited Party and Pass Holder acknowledge that it/he/she was offered a copy of this agreement.

The Accredited Party and the Pass Holder acknowledge that the nature of motor racing involves inherent risks and dangers to persons attending the Events, and acknowledge that they have been warned that in attending the Events there is the possibility of an accident causing injury, death or property damage. The Accredited Party and Pass Holder EXPRESSLY ASSUME ALL RISKS AND DANGERS associated with the Events, its/his/her presence on the premises of Knoxville Raceway, and its/his/her participation in the Events in any capacity whatsoever, which include, but are not limited to, the risk of being struck by vehicles, objects, or equipment and/or making contact with or colliding with other participants, spectators, other persons, equipment and natural or manmade objects, and encountering fire and other chemicals. The Events will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels of equipment, and the Accredited Party and Pass Holder expressly assume the risks associated with mixed and varying skill levels and varying equipment. The Accredited Party and Pass Holder also acknowledge that there may be undefined and presently unknown risks and dangers associated with the Events, and that there may be risks and dangers that may result from the NEGLIGENCE of the Associated Bodies (defined below). This includes the potential NEGLIGENCE in the implementation or enforcement of (or the failure to implement or enforce) any rules, regulation or guidelines related to the Events and/or the potential ordinary negligence in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the Events. The Accredited Party and the Pass Holder hereby expressly assume all such risks and dangers whether presently known or unknown. The Accredited Party and Pass Holder, also expressly acknowledge that injuries received may be compounded or increased by NEGLIGENT RESCUE OPERATIONS AND PROCEDURES of the Associated Bodies or others.

The Accredited Party and the Pass Holder agree to WAIVER AND RELEASE, AND COVENANT NOT TO SUE, Knoxville Raceway, the promoters, all race team, drivers, and crew members participating in the Events, other Accredited Parties and Pass Holders, the Marion County Fair Association, landowners and lessees, and other organizations connected to the Events and their directors, members, officers, employees, officials, agents, representatives and contractors (together, the **"Associated Bodies"**) for any PERSONAL INJURY, DEATH, DAMAGE, OR LOSS OF ANY KIND (collectively, **"Liability"**) that the Accredited Party or Pass Holder may suffer or sustain as a result of and in connection with its presence at the Events, his or her use of the Pass, or his or her participation in the Events in any capacity whatsoever, even if the Liability is caused by the NEGLIGENCE of the Associated Bodies. The Accredited Party and Pass Holder understand and accept that the Liability encompasses, but is not limited to, active or passive conduct, ordinary NEGLIGENT RESCUE EFFORTS, and ordinary NEGLIGENT enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, Liability concerning the ordinary NEGLIGENT selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the Events.

The Accredited Party and Pass Holder specifically AUTHORIZES AND CONSENTS TO the Associated Bodies providing and/or arranging for MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS in the event of an emergency or in the event of an injury or medical condition that develops or occurs during the Events or during their presence in or upon the premises. The Accredited Party and Pass Holder expressly WAIVE AND RELEASE AND AGREE TO HOLD RELEASEES HARMLESS from and against any and all Liability arising therefrom.

The Accredited Party also INDEMNIFIES the Associated Bodies against any damages and losses suffered by the Associated Bodies (including attorneys fees and court costs) arising from any claim by, or liability to, a third party for personal injury, death, damage or loss of any kind suffered or sustained by that third party as a result of the Accredited Party's presence on the premises of Knoxville Raceway or the Accredited Party's conduct at the Events, including, without limitation, his or her NEGLIGENCE.

No individual or entity, including the Accredited Party and Pass Holder, may reproduce, store in a retrieval system, or transmit the official timing, results or other data relating to the Events in any form or by any electronic, mechanical, photocopying, recording, or broadcasting means or otherwise without the prior express written permission of Knoxville Raceway, except for reproduction by local, national or international press in regular publications on sale to the public or accessible on their corresponding authorized Internet sites. The determination of which members of the press are so permitted shall be in the sole and absolute discretion of Knoxville Raceway.

No person shall make or use sound recordings or radio broadcasts and/or take moving picture images of the Events without the prior express written permission of Knoxville Raceway.

With a Pass, the Accredited Party and the Pass Holder may take still photographic images solely for customary editorial use in the print media (and their corresponding authorized Internet sites), and will be responsible for obtaining all necessary third party consents, releases, and/or assignments, as well as the prior express written permission of Knoxville Raceway, for any non-editorial or commercial use of these still photographic images. The Accredited Party and the Pass Holder acknowledge and agree, and will do all things necessary to ensure, that any intellectual property rights in photographic images taken at the Events will vest in, and remain the property of, Knoxville Raceway on creation.

Signed for and on behalf of _____, Media Organization / Publication / Agency (the "Accredited Party"), by its
duly authorized officer _____, Editor or equivalent

Print full name _____ Date _____

Signed by _____, Individual "Pass Holder"

Print full name _____ Date _____