



2020 Knoxville Raceway Competition Driver Application

Only one person per application. All fields on application must be completed.

PERSONAL INFORMATION – PLEASE PRINT CLEARLY!

LEGAL First Name: _____ Last Name: _____

Complete Mailing Address: _____

Phone: _____ E-Mail: _____

US Social Security #: _____ OR Federal Tax ID (FEIN): _____

Enter your Tax ID Number (TIN) on the appropriate line. The TIN must match the name given on the Name line to avoid backup withholding. For individuals, this is your Social Security Number. For other entities, it is your Employer Identification Number (EIN).

CAR INFORMATION

Car Class: _____ Car Number: _____ Car Owner: _____

ALL DRIVERS COMPLETE BELOW REGARDLESS OF COUNTRY – Print Clearly

For 1099 Purposes, Identify "Winnings Payable To" (W-9) Information

Winnings Payable To: _____

Enter exact spelling of individual name or business name. Indicate if business is incorporated or LLC.

Mailing Address (if different from above): _____

USA Social Security #: _____ OR Federal Tax ID # (FEIN): _____

Enter your Tax ID Number (TIN) on the appropriate line. The TIN must match the name given on the Name line to avoid backup withholding. For individuals, this is your Social Security Number. For other entities, it is your Employer Identification Number (EIN).

CERTIFICATION

The numbers shown on this form are correct taxpayer identification numbers (or I am waiting on a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

By signing below, I acknowledge that I have received and read the Knoxville Raceway Competition Application, Waiver and Release, Express Assumption of Risk and Indemnity Agreement.

X _____
Applicant (Driver) Signature

X _____
Date



Purse Winning Direct Deposit Authorization

Fill out only for NEW or CHANGED information.
If bank information has not changed from previous year, you do not need to fill out form.

This document must be signed by person receiving automatic deposit of purse winnings. A voided check must be attached to verify account and bank routing numbers.

Account: Type (circle one) Checking Savings

Bank Name: _____

Bank RTN (ABA number): _____ Account Number: _____

Attach a voided check here

Authorization

This authorizes Marion County Fair Association dba Knoxville Raceway (the Company) to send deposits electronically or by any other commercially accepted method, to my account indicated above. This authorizes the financial institution holding the Account to post all such entries. I agree that the ACH transactions authorized herein shall comply with all applicable U.S. law. This authorization will be in effect until the Knoxville Raceway receives a written notice from myself of change or cancelation and has a reasonable opportunity to act on it.

Authorized Signature: _____

Print Name: _____ Date: _____

KNOXVILLE RACEWAY COMPETITION APPLICATION,
WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT

IN CONSIDERATION OF my ability to participate in events and activities at Knoxville Raceway (“Knoxville”), and by signing this Competition Application and by thereafter participating in any events and activities at Knoxville Raceway (“Knoxville”), I agree as follows:

COMPLIANCE WITH RULES, REGULATIONS AND DECISIONS. I agree to abide by all rules and regulations as set forth by Knoxville as may be modified from time to time, including, but not limited to, the following:

- (1) I agree to abide by all rules and regulations, including car specifications and safety rules;
- (2) I agree that I am, and shall remain, the sole spokesperson for myself, the owner of my race car, and my race crew personnel in all matters pertaining to the compliance with the rules and regulations, and I agree and understand that I am responsible for the conduct of my crew personnel;
- (3) I agree and understand that by submitting my race car for various technical and safety inspections, I certify that the race car meets all rules and regulations for participation at Knoxville, and I understand that the burden of proof will rest upon me to show that I am in compliance with all of the Knoxville rules and regulations, and I understand that any violation of such rules and regulations may result in confiscation of non-conforming parts, fines, suspension, and/or loss of points;
- (4) I agree to appropriately use all required stickers, decals and patches and I understand that failure to do so may result in loss of points and forfeiture of all money and awards for the event;
- (5) I agree that all decisions of Knoxville officials regarding the interpretation and application of the rules, regulations and the scoring of positions (race day decisions), are non-litigable. Any disputes regarding the interpretation and application of the Knoxville rules, regulations and the scoring of positions shall be fully and finally adjudicated by the Knoxville Race Committee. I further covenant and agree that I will not initiate any type of legal action against Knoxville, the Marion County Fair Board Association, or any of their subsidiaries, officers, directors, members, promoters, or employees (the “Knoxville Parties”) to challenge such decisions, to seek monetary damages, to seek injunctive relief, or to seek any other type of legal remedy. I agree that my sole remedy to challenge an interpretation or application of the rules, regulations and the scoring of positions by Knoxville Raceway is the pursuit of an administrative appeal of the Race Committee’s decision according to the procedures set forth by Knoxville. I understand that if I pursue legal action against the Knoxville Parties notwithstanding the provisions of this agreement that prohibit such action, I shall indemnify the Knoxville Parties from any and all loss or damages incurred by them as a result of such legal action, including, without limitation, their attorney’s fees and costs in defending such legal action;
- (6) I grant to Knoxville a non-exclusive, royalty-free and approval-free right and license to use my rights of publicity and my name, image and likeness, along with the image and likeness of my race car and other equipment, whether portrayed in still or action pictures, drawings, or other artistic renderings, relating to or depicting my participation in activities at Knoxville. However, Knoxville agrees that it shall only exercise this right and license in connection with advertising and promotions relating to Knoxville.
- (7) I further understand that there is no express or implied warranty of safety resulting from publication or compliance with the Knoxville rules and regulations. I acknowledge and agree that the Knoxville rules and regulations are (a) intended merely as a guide; (b) are only minimum requirements for the conduct of the sport; and (c) are in no way a guarantee against injury or death to participants, spectators, or others;
- (8) I represent that I am not an agent or employee of Knoxville. Further, I understand that I am solely responsible for compensating or providing benefits to my employees, agents, or pit crew members. I also assume full responsibility for reporting or filing any reports or tax returns with the appropriate authorities on any and all earnings or funds received as a result of my participation at Knoxville events, including, but not limited to, Federal Social Security taxes, Federal income taxes, State income taxes, Federal and State withholding taxes, unemployment taxes and workers compensation insurance;

WAIVER AND RELEASE. I RELEASE, WAIVE, DISCHARGE THE KNOXVILLE PARTIES AND COVENANT NOT TO SUE THEM for any and all loss or damage and any claim or demands on account of **INJURY TO ME OR MY PROPERTY OR RESULTING IN MY DEATH** arising out of or related to my participation in any way in the events and activities at Knoxville or my presence in or upon the premises where the events and activities are, or will be, taking place, even if caused by the ordinary **NEGLIGENCE** of the Knoxville Parties (collectively, “Liability”). The Liability encompasses, but is not limited to, active or passive conduct, premises liability, ordinary

NEGLIGENT RESCUE EFFORTS, and ordinary NEGLIGENCE enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning ordinary NEGLIGENCE selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the events and activities at Knoxville.

EXPRESS ASSUMPTION OF RISK AND INDEMNIFICATION. The undersigned acknowledges that auto racing and related events and activities are EXTREMELY HAZARDOUS and carry with them significant risk of personal injury, death, or property damage. I also understand that there are natural, mechanical, and environmental conditions and risks that independently, or in combination with the activities, may cause property damages or severe or even fatal injuries to me or others. The events and activities at Knoxville include participants of all skill and experience levels (including both professional and amateur persons) and varying levels and types of equipment, and I expressly assume the risks associated with mixed and varying skill levels and types of equipment. I also acknowledge that there may be undefined and presently unknown risks and dangers associated with the events and related activities, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the Knoxville Parties. This includes the potential ordinary **NEGLIGENCE** in the implementation or enforcement of any rules, regulation or guidelines related to the racing events and related activities 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 racing events and related activities. I agree to accept all responsibility for the risks, conditions and hazards that may occur whether or not they are known or contemplated by me. I hereby expressly assume any and all of the foregoing risks including the risks of injury, death, or property damage and accept sole responsibility for the safety and medical insurance costs of the participant. I further agree to forever release and hold harmless and indemnify the Knoxville Parties for all accidents, losses, injuries (including, but not limited to death), or other casualty arising out of my participation in and about the premises, or travel to and from the premises where racing events or related activities are or will be taking place. By signing this agreement, I understand that any and all risk (including those set forth above) are expressly assumed by me and all claims or potential claims are expressly waived in advance..

INFORMED CONSENT, VOLUNTARY PARTICIPATION, AND INSPECTION. . I have made a voluntary choice to participate in the activities. I fully acknowledge and understand that participation in activities and events at Knoxville will involve physical and strenuous activity and dangerous and changing circumstances and conditions. I verify that I am in good health and have no conditions that would impact my participation in auto racing or its related activities. I acknowledge that I have been informed that my **PERSONAL SAFETY CANNOT BE GUARANTEED**. I acknowledge that my participation in events and activities at Knoxville is completely voluntary, and I believe that the potential benefits of participation outweigh the risks and danger associated with the events and activities. I acknowledge that I have been able to ask questions regarding the Knoxville events and activities, and that all questions have been answered to my satisfaction. I recognize that it is my affirmative responsibility to remain informed about, and to review, the Knoxville rules and regulations, including any changes or modifications that are made from time to time. Upon entering the Knoxville facilities, including, without limitation, all restricted areas (the "Racetrack Facilities"), I shall, and shall continuously thereafter, inspect every area of the Racetrack Facilities which I enter, and I further agree and warrant that, if at any time, I am in or about any part of the Racetrack Facilities and feel anything to be unsafe, I will immediately advise Knoxville of such, and if necessary will leave the area and refuse to participate in any events or activities at the Racetrack Facilities.

This agreement and any disputes arising from this agreement shall be governed by and construed under the laws of the State of Iowa, and this agreement is intended to be as broad and inclusive as is permitted by law. I acknowledge that this agreement is intended to be fully severable. If any portion of this agreement is held invalid, it is agreed that the balance the agreement shall continue in full legal force and effect. That shall include, without limitation, modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. **I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME and I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law.** I acknowledge that I was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of my choice. I also acknowledge that I was offered a copy of this agreement.