

TRACK MEMBERSHIP

- Track Membership is open to anyone for the fee of \$1200 per year for the First Member.
- Each additional Member, residing at the same address, is \$300 per person per year.
- Garage Renters receive a 20% Discount on Membership Fees.
- Kart Storage Renters receive a 10% Discount on Membership Fees.
- Membership Includes Full Access to the Performance Track during Business Hours and when the Track is available. Members will be notified if there is a Track Restriction.

By becoming a Member, you agree to the following:

- Practice Sessions will not be monitored, however, will be broken into Kid Kart, Cadet and Junior/Senior at our discretion
- Each session shall be 15 minutes in length, respectfully
- Driving karts or any motorized vehicle in Pit Area or in front of Garages is prohibited
- All karts must be pushed to Pit Lane
- Absolutely no fuel refilling in Pit Lanes or on track
- Waste gas, oil, rags and aerosol cans must be disposed of in the Safety-Kleen disposal bin
- You must keep your pit area/garage clean and dispose of waste properly
- No staking in pavement
- Foul language or bad behavior will result in loss of driving privileges
- Complete Safety Gear is Required: Suit, Helmet, Gloves and Shoes for all members, to include Chest Protector and Neck Collar for Kid Karts and Cadets. Neck Collars and Chest Protectors are strongly recommended for all classes.
- Any driver with less than 5 Club races (at any track) must wear a Black X on back of Helmet and Rear Number Panel

First Member Name:
Address:
City/Zip
Phone:
Email Address:
Race Class:
Second Member Name:
Birthdate:
Race Class:
Third Member Name:
Birthdate:
Race Class:

AGREEMENT OF RELEASE

IN CONSIDERATION of being granted the benefits of membership in Speedsportz Racing Park at Grand Texas (SRP)

THE UNDERSIGNED, for myself, my personal representatives, heirs, next of kin, successors and assigns, DO:

- a) HEREBY AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL ACTS OR ACTIVITIES of myself, my drivers, assistants and crew for any and all damage or injury that may be caused by any or all of us or by our kart, motor, properties or possessions in any way growing out of or resulting from the operation of my equipment and/or as a result of our participating in a SRP event or time trial, or use of the facilities during this membership.
- b) HEREBY AGREE to be bound by all of the rules of SRP and agree that decisions of its officials and/or interpretation of it rules will be governed exclusively by the administrative review and appeal procedure set forth in such rules and HEREBY AGREE TO WAIVE, DISCHARGE AND COVENANT NOT TO SUE SRP, or its corporate elected and appointed officials, all members of

committees, referees and inspectors regarding the administration, review and appeal procedure set forth in the rules and regulations.

- c) HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SRP, as an association including all its corporate, elected and appointed officials, all members of committees, referees and inspectors, its individual members, its club members, agencies of government which control essential land sites, financiers and firms which render essential service gratis, including all officers, agents and employees of the foregoing and volunteer workers assisting in any SRP race, time trial activities, and maintenance of the facilities, all hereinafter referred to as "Releasees' from or for any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury, death or damage to property of the undersigned which in any way grows out of or results from any SRP race or time trial activity or any use of the facilities, during the membership period and whether any such claim may be based upon alleged active or passive negligence whether caused by the releasee or otherwise, or participation, or upon any alleged breach of any statutory or obligation, and,
- d) HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
- e) HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the premises and/or while competing, officiating, observing, or working for or for any purpose participating in an event, or use of the facilities.
- f) THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF SRP ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE: THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- g) HEREBY ACKNOWLEDGE AND AGREE that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape or sound reproduction taken, made, transmitted, reproduced, or used for any purpose of any SRP events, including practice, qualification, the race, awards ceremonies or other events associated with the racing event, also including, but not limited to pictures and sound of me alone or with other persons, with or without racing equipment, as well as any and all receipts there from, and any transcriptions thereof.
- h) IN CONSIDERATION OF THEIR PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT, I hereby assign all commercial communication and broadcast rights to SRP and do declare it as my lawful

agent and representative regarding such rights. I AGREE that SRP or its assigns, on a non-exclusive basis, may use my name and pictures, including pictures of my racing equipment, and pictures taken at any event for publicity purposes.

IF AT ANY TIME THIS MEMBERSHIP AGREEMENT IS VIOLATED, SRP WILL ISSUE A WRITTEN WARNING. THERE WILL BE 5 (FIVE) DAYS TO ADDRESS THE VIOLATION, IF APPLICABLE. IF THE VIOLATION ISN'T RESOLVED OR A SECOND WARNING IS ISSUED FOR THE SAME VIOLATION, SRP RESERVES THE RIGHT TO SUSPEND OR TERMINATE MEMBERSHIP AT SRP DISCRETION.

BY VOLUNTARILY PURCHASING THIS MEMBERSHIP, I WARRANT THAT I have read and understand all of the foregoing. I accept the valuable BENEFITS OF MEMBERSHIP as good, valid and adequate consideration; the statements in my application are true and the releasees will rely on them and upon all my commitments in entering into a membership contract with me.

Signed:	•
Date:	
Renewal Date:	
Signed Waiver/Minor Waiver On File:	