



4368 US 422, Pulaski, PA 16143 Phone: 724-964-9300
Fax: 724-964-0604 www.rushpromods.com

2021 Annual RUSH Pro Mod **"Adult" Membership Form**

This form must be completed in its entirety including "2021 RUSH Racing Series Adult or Minor Waiver and Release, Express Assumption of the Risk, Indemnity and Voluntary Consent Agreement". Membership is not valid until form is signed and returned with appropriate payment, and then accepted and granted membership by RUSH.

MEMBERSHIP OPTIONS (includes \$100,000 of excess medical benefit insurance; coverage is excess over participant's health insurance & track's participant accident insurance while participating in a RUSH-sanctioned event):

Weekly Championship \$125 _____

Driver: _____ **Car #:** _____

Date of Birth: _____ **Transponder #(s):** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone #: _____ **E-mail:** _____

Sponsors: _____

Winning Made Payable to (1099 Recipient): _____

US Social Security #: _____ **Federal Tax ID (EIN) #:** _____

Address (if different from above): _____

City: _____ **State:** _____ **Zip:** _____

Phone #: _____ **E-mail:** _____

I hereby grant and assign to RUSH Racing Series, its affiliates and RUSH Racing Series Sponsors the non-exclusive rights and authority to use my image and likeness, including my name, nickname, initials, picture, photograph, animation, persona, autograph/signature (including facsimiles thereof), voice, biographical information, and/or any and all other identifying characteristics, including the image of my vehicle, whether portrayed in still or action pictures, drawings, or other artistic renderings, in connection with my participation in RUSH Racing Series Events and for any and all uses or purposes that publicize and promote RUSH Racing Series or any of its affiliates in any way in any and all media or formats.

I unconditionally release and indemnify Great Crate Racing Northeast, LLC, RUSH Racing Series, its officials, directors, promoters, for any claim which might arise from my participation, regardless of the nature of the injury or death and agree to abide by all of the rules of conduct and procedures of the RUSH Racing Series.

IN ADDITION TO THIS "2021 ANNUAL MEMBERSHIP FORM," I HAVE READ, COMPLETED, AND SIGNED (IN THE PRESENCE OF A LICENSED NOTARY PUBLIC/WITNESS) THE "2021 RUSH RACING SERIES ADULT [OR MINOR] WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT," AND I ACKNOWLEDGE AND UNDERSTAND THAT I AM RESPONSIBLE TO READ, UNDERSTAND AND ABIDE BY ALL RUSH RULES, REGULATIONS AND GUIDELINES THAT HAVE BEEN ISSUED BY RUSH, AND WHICH MAY FROM TIME TO TIME BE ISSUED OR AMENDED.

False or inaccurate information on this form will render it void, and will excuse RUSH from any obligation created herein. Further, RUSH reserves the right to seek compensation for any damage suffered as a result of its reasonable reliance on the information provided.

PRINT LEGAL DRIVER NAME

DRIVER SIGNATURE

DATE

SIGNATURE OF 1099 RECIPIENT

Please mail membership form, including payment by check or money order made payable to "RUSH Racing Series" - 4368 US 422, Pulaski, PA 16143.

GREAT CRATE RACING, LLC D/B/A RUSH RACING SERIES

2021 ADULT RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate in any and all motor vehicle racing series and events sanctioned, promoted, and/or operated by the Great Crate Racing Northeast, LLC doing business as the RUSH Racing Series, and/or any RUSH Touring Series or events (hereinafter collectively "RUSH") at any and all facilities throughout the United States of America and Canada during the **2021 season (January 1, 2021 through December 31, 2021)** and any and all affiliated activities including, without limitation, driving, racing, training, learning, practicing, competing, maintaining vehicles, observing and spectating, or for any other purpose (hereinafter collectively "EVENTS") and/or **IN CONSIDERATION OF** my ability to enter into or upon any RESTRICTED AREA (hereinafter defined as including, but not limited to, the racing track and surface, pit areas, infield, paddock and garage areas, grandstand areas, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENTS are or will be taking place) in connection with the EVENTS. The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively "UNDERSIGNED") hereby:

1. **INSPECTION**: Acknowledges, agrees and represents that immediately upon entering any RESTRICTED AREA, the UNDERSIGNED shall and shall continuously thereafter, inspect every area of the RESTRICTED AREA which the UNDERSIGNED enters, and the UNDERSIGNED further agrees and warrants that, if at any time, the UNDERSIGNED is in or about any part of the RESTRICTED AREA and feels anything to be unsafe, the UNDERSIGNED will immediately advise a representative, employee or agent of RUSH and the owner or operator of the RESTRICTED AREA of such, and if necessary will leave the RESTRICTED AREA and/or refuse to participate in the EVENTS.
2. **WAIVER AND RELEASE**: Hereby **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** RUSH, the operators, organizers, sponsors, and hosts of the EVENTS, officials, rescue personnel, the track and facility and location owners, lessors, leasees, inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the track, facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, affiliated organizations and entities, and all other persons or entities participating or involved in the EVENTS (hereinafter collectively "RELEASEES"), **FROM ALL LIABILITY to the UNDERSIGNED for any and all loss or damage and any claim or demands therefore on account of INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH** of the UNDERSIGNED arising out of or related to the UNDESIGNED's participation in any way in the EVENTS and/or the UNDERSIGNED's presence in or upon the RESTRICTED AREA where the EVENTS are or will be taking place, even that caused by the ordinary **NEGLIGENCE** of the RELEASEES (hereinafter "LIABILITY"). 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.
3. **MEDICAL CONSENT AND RELEASE**: Hereby specifically **AUTHORIZES AND CONSENTS TO RELEASEES** 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 participation in the EVENTS or during the UNDERSIGNED's presence in or upon the premises, facilities, and locations where the EVENTS are or will be taking place. UNDERSIGNED expressly **WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS** from and against any and all LIABILITY arising therefrom.
4. **EXPRESS ASSUMPTION OF RISK**: Hereby acknowledges that the ACTIVITIES are **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE**. This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the EVENTS, which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, other persons, and natural or manmade objects. The EVENTS will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels of equipment, and UNDERSIGNED expressly assumes the risks associated with mixed and varying skill levels and varying equipment. **RELEASING PARTY** also acknowledges 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 ordinary **NEGLIGENCE** of the RELEASEES. This includes the potential ordinary **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. UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown. The UNDERSIGNED, also expressly acknowledges that injuries received may be compounded or increased by ordinary **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** of the RELEASEES or others.
5. **INDEMNITY AND HOLD HARMLESS**: Hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES and each of them from any loss, liability, damage or cost (including attorneys' fees and court costs) they may incur arising out of or related to the UNDERSIGNED's presence in or upon the RESTRICTED AREA where the events are or will be taking place, whether caused by the ordinary **NEGLIGENCE** of the RELEASEES or otherwise. UNDERSIGNED also hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by UNDERSIGNED during or in connection with UNDERSIGNED's participation in the EVENTS, and/or arising out of or UNDERSIGNED's improper, tortious, and/or criminal conduct.
6. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION**: Fully acknowledges and understands that participation in the EVENTS will involve physical and strenuous activity and dangerous and changing circumstances and conditions. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous inherent risks and potential dangers associated with the EVENTS, including the **RISK**

