



2017 Punch Card Application/ Driver Registration/Pit Slab

Current Photo must be on file with Elko! Office before pass will be

Name: _____ Division: _____ Car #: _____ Crew Member: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell/Phone#: _____ Email: _____ Birth Date: _____

SSN: _____ (Required) Emergency Contact: _____ Phone Number: _____

(Payments are made to driver only)

ONE APPLICATION PER PERSON

NO REFUNDS – NO EXCHANGES – NO TRANSFERS - SEE BACK SIDE FOR FURTHER INFORMATION

Punch Cards are only valid on NASCAR or Eve of Destructions events. Punch Cards are not valid on Dirt Nationals, ARCA MT, Thunderstruck 93, ARCA or any other special event deemed by Elko!. Must have a NASCAR license to purchase a punch card. Most punch cards are only valid through September 16, 2017 unless noted on the back of your punch card. Note: If you run in 2 classes that person will have to pay an additional pit fee, which will be deducted from your purse. **You must purchase a 10 punch card if you are going to leave your car during the week at Elko!.

Check box below that you want to purchase

10 Punch Card \$340.00

Pit Slab \$275.00

NASCAR License \$100.00 (Crew Members/All Divisions).....\$100.00

UPGRADE NASCAR License \$100.00 (Late Model Drivers Only).....\$100.00

MN Sales Tax (10 Punch \$11.06).....\$ _____

MN Sales Tax (Pit Slab \$20.28).....\$ _____

TOTAL AMOUNT DUE: \$ _____

____ Check ____ Cash ____ Credit

We try to accommodate prior pit slabs, but we cannot guarantee the same spot. You will be notified of your pit slab on Test & Tune &/or first Race Day.

TOW VEHICLE & TRAILER/HAULER LENGTH _____ Did you rent a slab in 2016? Yes _____ No _____ If yes 2016 Slab # _____

2017 SLAB # REQUESTED _____ 2ND CHOICE _____

REQUESTS OR SPECIAL CIRCUMSTANCES FOR PIT SLAB:

TURN OVER TO COMPLETE

PIT STALL GENERAL GUIDELINES STATED IN THE GENERAL SECTION OF THE ELKO SPEEDWAY RULE BOOK

RESERVED PIT STALLS

- A. Reservation of pit stalls is good for NASCAR All-American Series and Eve of Destruction point events only.
- B. Elko Speedway reserves the right to re-assign pit stalls when circumstances warrant. Pit stalls are non-transferable.
- C. Reservation of pit stall does not constitute ownership. Elko Speedway may reassign unused pit stalls at the discretion of management.
- D. If you do not have a reserved pit stall, stalls can be rented nightly at the Tires & Gas building for \$25.00 per night plus applicable tax. You are not allowed to park on a pit stall if you have not paid the appropriate reservation fee. See the Race Director for other areas to park. Traveling divisions are allowed to use open pit stalls when they are visiting at the discretion of the Race Director.

IMPORTANT AGREEMENT

This application must be accompanied by the required fee. If the applicant has not reached the age of 18 a Minors Release and Indemnity Agreement must be properly executed by the applicants' parents or legal guardian. Elko Speedway (ES) reserves the right to refuse any application for membership. ES reserves the right to terminate any membership, at any time, with written notice to the member. Memberships are not transferable. No refunds. No Exchanges. Members may discontinue their memberships at any time by surrendering their membership card, accompanied by their letter of resignation, to the ES office. Acceptance of this application and fee by any ES Official does not constitute approval of this application. All approved applications will be confirmed by ES. I hereby apply for membership and authorize ES to represent my interests as they may appear in auto racing matters and consent the use of my name, pictures of myself and my car for publicity, advertising and endorsements both before and after the events, and relinquish any rights to photos taken in connection with events and consent to the publication or sale of such photos as ES so desires. By submitting this application and taking part in any liability relating to any event, I agree to abide by the decisions of the Officials relating to the event and agree that such decisions are final, non-appealable, and non-litigable, except as provided in the rule book. Such competitor further agrees that the racing area is in a safe, raceable and usable condition and that he/she voluntarily assumes the risk of and has no claim for damages, against ES, the promoter, or their directors, officials, sponsors, agents or employees by reason of damage either to the car, the driver and/or pit crew. All such competitors assume full responsibility for any and all injuries sustained including death and property damage, anytime they are in the racing area or en-route thereto and there from. I agree that I, executors and assigns will be entitled only to the benefits, if any of the Competitor Accident Policy procured and in force by ES for accidental injuries which are the result of external, violent and visible means sustained in ES events. The foregoing shall constitute the limit of liability of ES for such injuries occurring to me in any event provided proper notifications is given. This shall not serve to limit or expand the insurance release waiver form or other contracts that may be signed at other times. In consideration of the acceptance by ES of this agreement, the undersigned recognizes his/her obligation to the public and ES, which post the prize money and conducts the event, and agrees to compete in all events when qualified, if humanly possible. I am an independent contractor assuming all responsibility for money received as a result of my activities including and without eliminating income tax, FICA, worker compensation and withholding taxes. I am not an employee, servant or agent for ES. In the event the undersigned breaches this agreement, he shall be liable for actual and liquidated damages sustained by ES as a direct or indirect result of such breach.

PUNCH CARD RAIN OUT POLICY

- A. If rain out occurs after the pit gates are open but before any feature racing events:
 - Rain out provision for all. Bring back your wristband and get in for free for the next similar scheduled event. (For example: if we it rains during the heat races and the program is deemed a rain out – everyone has the rainout provision.)
- B. If rain out occurs after any feature events have taken place:
 - Rain out policy is ONLY good for the drivers that the feature events HAVE NOT taken place. Must bring back wristband.
 - No crew member get a rain out. (no way to tell who crews for what division and this has been abused in the past)
 - Feature events that have taken place – driver's DO NOT get a rain out. (For example – if Power Stocks and Legends have completed their feature event, the Power Stock and Legend driver's do not get back in for free the following race(s).)
 - Also per the rule book, if the event is over half complete then it is deemed a complete race event.
- C. If a rain out occurs on a double feature night and one set of feature events have taken place but not the second feature:
 - No Rain out policy – deem a complete race event
(For Example: if we are in our first late model feature and we have over half the first feature in and there is a rain out, there is no rainout policy for anyone – race is deemed complete)
(For Example: if we are in our first Big 8 feature, and Late Models and Thunder Cars haven't raced their first feature yet, Late Model and Thunder Car Driver's get the rain out provision – no other classes)
 - If purses are paid that class is not valid for the rainout provision
 - No rain out on second feature because only one pit fee is charged.
- D. If a rain out occurs on a double feature night and some single feature events have taken place:
 - See scenario B
- E. If rain out occurs on the last day of racing or use of punch cards:
 - No Rain out policy – have a great winter.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND I AGREE TO ABIDE BY ALL OF ITS TERMS. I ALSO ACKNOWLEDGE THAT I AM FAMILIAR WITH THE CURRENT RULES AND AGREE TO ABIDE BY THEM AS THEY MAY BE AMENDED FROM TIME TO TIME.

X _____ **DATE** _____
SIGNATURE

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

Racing is an inherently dangerous sport. This applies not only for the driver, but the entire team. No expressed or implied warranty of safety shall result from the publications of or compliance with these rules and regulations. They are intended as a guide for the conduct of the sport and are in no way a guarantee against injury or death to participants, spectators, etc.

SAFETY REQUIREMENTS - IT IS THE RESPONSIBILITY OF THE DRIVER - NOT NASCAR, TRACK OFFICIALS OR ELKO SPEEDWAY - TO ENSURE THAT HIS/HER CAR AND ALL COMPONENTS ARE NASCAR-APPROVED, CORRECTLY INSTALLED, MAINTAINED AND PROPERLY USED AND IS IN SAFE OPERABLE CONDITION IN COMPETITION

- A. Each person must follow the sign-in procedure as dictated by pit gate personnel. You must sign a liability release waiver and shall receive a pit pass and/or wristband. The pit pass and or wristband must be displayed so that it is visible at all times.
- B. Each driver must inspect the racing surface and track area to learn of any defects, obstructions, or anything, which in his/her opinion is unsafe. Any unsafe conditions should be reported as soon as possible to the Race Director. Any driver participating in any event is considered to have inspected the track and found all conditions satisfactory. This further indicates that he/she is aware that auto racing involves risks and he/she assumes these risks with full awareness and knowledge.
- C. Elko Speedway assumes no responsibility for damage to or loss of your equipment, vehicle or any parts. Elko Speedway also assumes no responsibility for any tow vehicles, cars, trucks, equipment, four wheelers, go-carts, mopeds etc., on the grounds at any time.
- D. When in the pit area, maintain a constant watch for your own protection. If you, a crewmember, or any of your pit personnel are involved in an incident or injured, you must advise the Race Director or Chief Steward immediately so that necessary reports can be filed. No medical claims will be considered unless reported prior to leaving the speedway property that day. The below must be done before you leave the speedway. If you are unable, your crew must be responsible for this report.
 - Contact the rescue vehicle, safety crew, security, or an Elko Speedway Official.
 - Give a full report.
 - Turn in your pit pass stub to the Chief Steward.
- E. If involved in an incident on the track, seek a place of safety in the infield. Following the disablement, you must stay in your car! DO NOT get out and inspect the damages, unless there is a fire, etc.
- F. Pits crews, car owner, family and personnel related to any car are not allowed on the track following an accident or injury, unless requested by an Elko Speedway Official.

In consideration of being permitted to compete or participate in any in the event(s) or being permitted to enter for any purpose the Elko Speedway Property, the undersigned for himself/herself, personal representatives, heirs and next of kin.

1. Acknowledges, agrees and represents that he/she has or will immediately upon entering any of such Elko Speedway Property, will continuously inspect the area which he/she enters and further agrees and warrants that at any time he/she will immediately advise Elko Speedway of any unsafe situations and will leave the property and/or refuse to participate in the event if this unsafe situations is not resolved.
2. Hereby releases, waives, discharges and covenants not to sue the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, sponsors, owners and lessees of premises, anyone used to conduct the event 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 related to the event(s), whether caused by the negligence of the releases or otherwise.
3. Hereby agrees to indemnify and save and hold harmless, Elko Speedway, Elko Holding Co., Inc., R&F Properties, LLC or owners for any reason whatsoever.
4. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the event(s) whatsoever.
5. Hereby acknowledges that the activities of the event(s) are very dangerous and involve a risk of serious injury and/or death and/or property damage. The undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the releases.

I have read these release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement. Assurance or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

I have read Elko Speedway's full set of general rules which include basic rules plus all division rules, tire rule and weight rule. I understand these rules and agree to abide by these rules. I understand that violation of these rules may lead to not racing, not receiving points, confiscation of illegal parts by track officials and/or loss of prize money.

Sign and return to Elko Speedway office – YOU WILL NOT BE ALLOWED TO ONTO SPEEDWAY PROPERTY OR RACE UNTIL THIS IS SIGNED.

Date: _____ Driver Signature: _____

Driver Name Printed: _____ Date of Birth: _____

Division: _____ Car Number: _____

If you are under the age of 18, you will need a parent/guardian to sign below and agree to the terms of these rules.

Date: _____ Signature: _____

Printed Name: _____ Relationship to Driver: _____