



2022 Bando Driver Registration

Name: _____ Division: _____ Car #: _____ INEX #: _____

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

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

Emergency Contact: _____

Phone #: _____

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 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 because 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.

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 always visible.
- 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 situation 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: _____

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: _____