



# Bando Driver Registration

Name: \_\_\_\_\_ 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. (COMPLETE THE MINOR RELEASE FORM ATTACHED)** 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.**

- A. 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.
- B. 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.
- C. 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.
- D. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the event(s) whatsoever.
- E. 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: \_\_\_\_\_

# PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

2023 ELKO! SPEEDWAY EVENTS - 26350 FRANCE AVENUE; ELKO, MN 55020

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT 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, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

ALL SECTIONS MUST BE COMPLETED.

APPLICANT Legal Signature: I HAVE READ THIS RELEASE Date: \_\_\_\_\_

Applicant Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Affiliation: \_\_\_\_\_

Subscribed and sworn to at \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_.



Notary Public: \_\_\_\_\_

\_\_\_\_\_ County,

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

2023 ELKO! SPEEDWAY EVENTS - 26350 FRANCE AVENUE; ELKO, MN 55020

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, or the **NEGLIGENCE** of others, including those persons responsible for conducting the event(s).
4. I hereby assume all such risks, even if the risks are created by the **NEGLIGENCE** of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their officers and employees, all of which are referred to as "Releasees."
5. I hereby release, waive, covenant not to sue, and discharge, all of the Releasees from all liability to me, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the **negligence** of the Releasees or otherwise.

**I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.**

ALL SECTIONS MUST BE COMPLETED.

APPLICANT Legal Signature: I HAVE READ THIS RELEASE Date: \_\_\_\_\_

Applicant Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Affiliation: \_\_\_\_\_

Subscribed and sworn to at \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_.



Notary Public: \_\_\_\_\_

\_\_\_\_\_ County,

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_