

2024

INDYCAR

ANNUAL MEMBERSHIP APPLICATION

I hereby apply to INDYCAR, LLC (“INDYCAR”) for a 2024 annual membership in INDYCAR for the Series (as defined below). For purposes of clarification, if this Application is accepted, membership may permit access to both INDYCAR SERIES and INDY NXT series Events (as defined in the Release and Indemnity Agreement portion of this Application); provided, however, such membership permits participation as a Member only in the Series designated below. I understand that if this 2024 Annual Membership Application (“Application”) is accepted by INDYCAR, this Application, including the Release and Indemnity Agreement portion of this Application and the Media Release and Assignment attached to this Application, will become binding agreements between INDYCAR and me (collectively, the “Agreement”). I acknowledge that I have been provided with or given access to the current Series Rule Book. The current Series Rule Book may be amended by INDYCAR from time to time and the most current version is available at <https://epaddock.indycar.com/rules-policies-regulations> (collectively, the Series Rule Book as amended from time to time is referred to herein as the “Rules”). The Rules are incorporated herein by reference and also become a part of the Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Rules. I agree to abide by the Rules, and I understand that I am responsible for my Member Group’s awareness of the Rules and conducting themselves in accordance with these Rules. The term "Member Group" is collectively defined as Member Guests and each third-party Member represents. I warrant and represent that I have the right to bind Member Group as to the rights, privileges and obligations bestowed by my membership. The term “Member Guest” shall mean and include any individual whose presence at an Event is at my invitation. I understand that my membership is not transferable and may be suspended or revoked by INDYCAR. INDYCAR may continue to re-evaluate the eligibility of a Member at any time after accepting an Application to determine whether the Member shall continue to remain a Member. Member must remain in Good Standing. I also agree that the Application and the Agreement, including my membership, interpretation or application of the Rules, and/or interpretation or application of the Release and Indemnity Agreement and the Media Release and Assignment is governed by Indiana law. The exclusive jurisdiction as to any action that involves this Application or the Agreement, including my membership, interpretation or application of the Rules, and/or interpretation or application of the Release and Indemnity Agreement and the Media Release and Assignment shall be a federal or state court residing in Marion County, Indiana. MEMBER WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE APPLICATION, AGREEMENT, AND/OR RULES AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AS A BENCH TRIAL AND NOT BEFORE A JURY. I represent, warrant and covenant to INDYCAR that I have complied with and at all times will comply with all applicable laws, rules and regulations (whether local, state, federal, or other), including without limitation, all laws related to taxes and fees, immigration, safety/health, transportation, workers’ compensation and frequency communications. Member’s responsibilities include without limitation withholding and information reporting obligations required by law pursuant to Indiana Code Section 5-1-17.5. If there is a misrepresentation and/or a breach of these warranties and covenants, I agree that I shall indemnify, defend, and hold INDYCAR harmless from any loss or expense (including costs and attorneys’ fees) incurred by INDYCAR as a result of any non-compliance including without limitation (i) claims that INDYCAR failed to supervise or achieve compliance and/or (ii) claims of INDYCAR’s sole or contributory negligence. With respect to all matters within the scope of my obligation to defend INDYCAR, I shall provide counsel that is reasonably acceptable to INDYCAR. I certify that the Agreement does not create an employment, agency, or joint venture relationship with INDYCAR. The Agreement is intended to be as broad and inclusive as is permitted by law, and it is intended to be fully severable. If any portion of the Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include but is not limited to modifying the Agreement to allow the remainder of claims to be waived, released, and/or indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy.

I certify that I am at least eighteen (18) years old. I understand that INDYCAR may require me to provide a certified birth certificate and/or valid government-issued photograph identification at any time. I acknowledge and assume all responsibility for any charges, record keeping, premiums and taxes, if any, payable on any funds I may receive as a result of my activities as an INDYCAR Member including, but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes.

I understand INDYCAR must determine my physical and psychological fitness as a condition to issuance of my membership. I understand I may be required to participate in a medical examination, including any drug testing requested at any time by INDYCAR, and I agree to do so. I understand that I must notify the INDYCAR Medical Director if I become aware of a change in my medical condition including if I am diagnosed with any medical condition (including pregnancy) by any medical professional. I further understand that I am required to immediately notify the INDYCAR Medical Review Officer ("MRO") at any time if I take, or am prescribed to take, any drugs or medication (whether or not prescription drugs or medication and regardless of how taken) and that the MRO's approval of such use in connection with an Event is required prior to my participation in an Event. In addition, I may be required to agree and consent to the Substance Abuse Policy Authorization for Testing and Release (“Authorization”) and to participate in all testing for drugs and other substances requested at any time by INDYCAR whether or not I have formally executed the Authorization and to abide by all terms included in the Substance Abuse Policy, which I hereby acknowledge I have reviewed. I hereby waive any and all claims regarding any testing and/or testing results, including without limitation claims of invasion of privacy and/or breach of confidentiality of information relating to such testing and testing results, notwithstanding whether such claims arise from strict liability, sole or contributory negligence, breach of contract, or any other legal theory.

I recognize the high risk of injury or death connected with my presence and/or participation. I agree that the only way to avoid this risk of presence and/or participation is not to be present or participate. I understand that once my presence and/or participation begins, the risk has been undertaken and can no longer be avoided. I understand that my injury or death, as a result of my presence and/or participation, affects my dependents and loved ones. I have discussed this risk with my loved ones, including my parents and as applicable, my domestic partner or my spouse, and explained to them my agreement to assume these risks and release Participants (as defined in the Release and Indemnity Agreement), INDYCAR, and all others involved in an Event (as defined in the Release and Indemnity Agreement), including a release from their own negligence (**see Release, Covenant and Waiver in the Release and Indemnity Agreement**). I represent that they understand and support my decision. I agree that no one should undertake this risk without personal reflection and the input of loved ones. I also agree to make my Member Group and their loved ones aware of this risk.

I understand that any injury including a fatal injury that is claimed to have been caused by wrongful conduct that is intentional or willful and wanton by a person or entity connected with INDYCAR (defined as a “Released Party” in the Release and Indemnity Agreement) is an allegation that can have serious consequences to INDYCAR. I agree not to make such a claim unless I can support the claim by established facts and give timely notice of the claim to INDYCAR. I must deliver written notice to the President of INDYCAR within thirty (30) days of the incident in which I allege the wrongful conduct occurred. The written notice must include my version of the incident, the factual basis of the claim, the name (identity or capacity of individual if name not known) of each person and/or entity who committed the wrongful conduct, and the nature of the injury or death caused by the wrongful conduct. I understand and agree that if I fail to deliver this timely written claim to the President of INDYCAR or fail to include the required information, I agree that I have forfeited and waived my right to define the conduct in question as anything worse than conduct that I have specifically released such as negligence.

- Please Type or Print -

Name of Member: _____				
Last		First	Middle	
Address: _____				
City		State	Zip	Country
Date of Birth: _____ (month/day/year)		Age: _____		
Email Address: _____ Mobile Telephone Number: (_____) _____				

Have you previously been arrested for (i) an offense related to alcohol or illegal substances or (ii) a felony of any kind, which you have not previously reported in writing to INDYCAR? Yes ☐ No ☐

The following selected Competitors and Officials must complete a 2024 Substance Abuse Policy Authorization for Testing and Release:

- | | | |
|-----------------------|-----------------|-----------------------------|
| <u>INDYCAR SERIES</u> | <u>INDY NXT</u> | <u>All Series Officials</u> |
| Drivers | Drivers | Medical |
| Competition | Competition | Officials |
| Engineering | Engineering | Operations |
| Operations | Operations | Pace Car |
| Team Managers | Team Managers | Race Control |
| | | Technology |
| | | Track Safety |

Type of membership:	<input type="checkbox"/> Entrant (Car # _____)	<input type="checkbox"/> Official	<input type="checkbox"/> VIP
	<input type="checkbox"/> Associate	<input type="checkbox"/> Media	
Series:			
<input type="checkbox"/>	INDYCAR SERIES (includes INDYCAR SERIES, INDY NXT Series)		
<input type="checkbox"/>	INDY NXT Series (includes INDY NXT Series only)		

I hereby apply to INDYCAR for an annual membership in INDYCAR for the Series. I understand that my membership expires on December 31, 2024, unless suspended, revoked or extended by INDYCAR. I further understand that my membership is the property of INDYCAR and it must be surrendered to INDYCAR upon INDYCAR’s demand in INDYCAR’s discretion including without limitation in the event of a disciplinary action by INDYCAR or a determination by INDYCAR that Member Group or I have violated this Agreement or any of the Rules, including but not limited to, a determination by INDYCAR that Member Group or I have provided false, incomplete or misleading information. I certify that the information supplied by me on this Application is true and correct.

Signature

READ! THIS IS A LEGALLY BINDING DOCUMENT

Date Signed

RELEASE AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY AND SIGN AS INDICATED

I enter into this Release and Indemnity Agreement in consideration of the privileges associated with a membership in INDYCAR for the Series (as defined on page 2 of this Application). This Release and Indemnity Agreement applies (without limitation) to any access and/or participation provided to me and/or Member Group in connection with or as a result of my membership in the Series including without limitation any access to INDYCAR SERIES and/or INDY NXT series Events (as defined below) and any participation as Member in the Series. “Event” means any racing (including without limitation practice, qualifications, and races), testing, exhibitions, promotional and/or entertainment or other activities associated with, sanctioned by and/or organized in cooperation with INDYCAR or occurring at the site of, contemporaneously with or reasonably connected to said activities. I on behalf of myself, my personal representatives, heirs, next of kin, and assigns agree to the following:

1. **Assumption of Risk.** I understand that my presence at and/or participation in an Event can expose me to dangers both from known risk and unanticipated risk. I willingly and voluntarily assume these risks, including the risk of negligent conduct. I recognize that negligent conduct can cause property damage and/or personal injury (including serious injury or death) and/or illness. I also recognize that my injuries and/or damages may be caused, increased, or compounded by negligent rescue operation or procedures. I represent that I am undertaking this risk after personal reflection and input of my loved ones. I agree to explain this risk and the need for personal reflection and input of loved ones to Member Group. I further acknowledge and agree that I have or will immediately upon entering any Event premises (including without limitation any restricted areas), and will continuously thereafter, inspect the premises and/or any restricted areas which I enter, and further agree and warrant that, if at any time, I am in or about any area (including any restricted areas) and I feel that I should not be present in the area and/or participate in the activity or Event for whatever reason, I will immediately leave the area and/or discontinue my participation further in the activity and/or Event.

2. **Release, Covenant and Waiver.** For myself, my heirs, next of kin, personal representatives and assigns, I hereby release, waive, discharge and covenant not to sue INDYCAR, Event promoters and/or operators, track owners and/or licensees, any other sanctioning body or organizers associated with an Event, the Federation Internationale de L’Automobile (“FIA”), Automobile Competition Committee for the United States, FIA, Inc. (“ACCUS-FIA”), American Honda Motor Co., Inc., Andersen Promotions, LLC, Bridgestone Americas Tire Operations, LLC, Dallara, LLC, General Motors, LLC, Honda Performance Development, Inc., Pennzoil-Quaker State Company, Equilon Enterprises LLC dba Shell Oil Products US, Shell Trademark Management, Inc., Hulman Motorsports Properties, LLC, Penske Entertainment Corp., PMCH Corp., IMS Productions, Inc., NTT, Inc., NTT Limited, NTT Advertising, Inc., Global Medical Response, Inc., AMR Holdco, Inc., Red Bull Technology Limited, Ilmor Engineering, Inc., Ilmor Engineering Ltd, Indianapolis Motor Speedway, LLC, Indiana University Health, Inc., Indiana University Health Care Associates, Inc. d/b/a Indiana University Health Physicians, Xtrac, Inc., Performance Friction Corporation, BorgWarner Turbo Systems LLC, PPG Industries, Inc., Pankl Systems Austria GmbH, ISOClima Group, ISOClima, S.p.A., Motorsports Safety Technology, LLC, Advanced Engine Research Ltd, VP Racing Fuels, Inc., McLaren Applied Limited, Cosworth Electronics, LLC, EMM Motorsport Ltd, AiM Sports, LLC, Honda Racing Corporation USA, and/or Participants (as defined below), and the respective officers, directors, members, managers, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates of all of the foregoing (collectively, “Released Parties”) from any and all claims or liability arising out of personal injury (including without limitation serious injury and/or death) and/or illness and/or property damage suffered, including, but not limited to, any claim arising out of any condition on the premises of an Event and/or the conduct of any person or entity in connection with the preparation for, supervision of, or conduct of an Event. I am specifically releasing the Released Parties, individually and collectively, for their negligence in any form. In signing this Agreement, I FULLY RECOGNIZE THAT IF ANY MEMBER OF MEMBER GROUP OR I AM HURT, SERIOUSLY OR FATALLY INJURED, HAVE A LOSS AS A RESULT OF AN INJURY (INCLUDING SERIOUS OR FATAL) AND/OR ILLNESS AND/OR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF OR IN REGARD TO AN EVENT, THE MEMBERS OF MEMBER GROUP AND I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THE RELEASED PARTIES OR ANY OF THEM CAUSED THE INJURY OR ILLNESS OR DAMAGE BY THEIR NEGLIGENCE. The term "Participants" shall include any person or entity along with their officers, directors, members, managers, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated or connected with an Event, Event premises, testing facilities or other INDYCAR approved locations including but not limited to facility owners, Event promoters and/or operators, municipalities, racing associations, sanctioning and/or governing organizations, series organizers, Event or activity organizers, officials, workers, volunteers, entrants, car owners, drivers, pit crew members, mechanics, safety crew members, medical/rescue personnel, sponsors, manufacturers, suppliers, consultants, designers, broadcasters, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area and/or participating in an Event.

3. **Indemnity.** I agree to indemnify and defend and hold harmless the Released Parties and each of them as to all lawsuits, claims, damages, costs and attorneys’ fees, **including claims as to Released Parties' sole or contributory negligence**, which arise out of my presence and/or Member Group’s presence at an Event and/or on the premises of an Event, my and/or Member Group’s involvement in an Event, and/or my violation and/or Member Group’s violation of any provision of this Agreement or any other agreement or release executed by me or any member of Member Group. I recognize that these indemnity, defense, and hold harmless obligations apply to the unauthorized transfer or attempted transfer of credentials and to any lawsuit barred by this release and/or any other releases executed by Member Group or me, including, but not limited to, contentions that any such release is unenforceable. As I am releasing any claim my family, guardian and/or representative, including my estate, might wish to make by reason of my injury or death, these indemnity, defense, and hold harmless obligations shall specifically apply to such actions on my behalf and/or any such actions resulting from my injury or death. I also recognize that I am responsible for Member Group, and I am legally assuring that Member Group will not make a claim or file a lawsuit in violation of this Agreement and/or the releases executed by members of Member Group. The terms, "Member Group" and "Member Guest" are defined on page 1 of this Application. With respect to all matters within the scope of Member’s obligations to defend the Released Parties, Member shall provide counsel that is reasonably acceptable to the Released Parties.

4. **Member Group.** I shall require each member of Member Group including without limitation each Member Guest to sign the applicable release(s) required by INDYCAR and/or Event Promoter in connection with such member of Member Group’s presence at and/or participation in an Event, and pursuant to my agreement to indemnify, defend, and hold harmless the Released Parties (Section 3 above), I shall be liable for any damages resulting from a member of Member Group’s failure to sign the applicable release(s) and/or abide by the terms of the applicable releases. I recognize that my indemnity agreement makes me fully responsible as to any member of the Member Group including Member Guests. As I am responsible for the conduct and claims made by Member Group including Member Guests against Released Parties, I understand the need to use care in allowing individuals and entities to become members of my Member Group, particularly individuals who are minors in the jurisdiction in which an Event is conducted. If I elect to include a minor in the jurisdiction in which an Event is conducted as a member of my Member Group, I understand that I am indemnifying the Released Parties for each Released Party’s own negligence for any claim made by or on behalf of minor including claims that minor’s release is invalid for any reason.

Signature

Print Name

Date Signed

READ! THIS IS A LEGALLY BINDING DOCUMENT

MEDIA RELEASE AND ASSIGNMENT

PLEASE READ CAREFULLY AND SIGN AS INDICATED

I understand and agree for myself and Member Group (as defined on page 1 of the Annual Membership Application to which this Media Release and Assignment is attached) that INDYCAR, LLC (“INDYCAR”) exclusively and in perpetuity owns any and all rights to exploit every Event (as defined in the Release and Indemnity Agreement), and/or, without limiting the foregoing, Series (as defined on page 2 of this Application), or portions thereof, including without limitation the following exclusive rights: (i) all rights under copyright and otherwise to all photographic, video, audio, films, still and/or motion picture or other reproductions thereof, including without limitation all images, sounds and data (including without limitation in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews and timing and scoring information), and (ii) all rights (under copyright and otherwise) in and to all radio and television broadcasts and other reproductions or depictions of any kind of any such Event and/or Series or any portion thereof, including without limitation all rights in all descriptions, pictures, likenesses, images, name(s), and sound of me and/or Member Group and/or any vehicle(s) relating to my and/or Member Group’s presence and/or participation in an Event, alone or with others, in any and all media whether now known or hereafter discovered, throughout the world, in perpetuity, and (iii) all rights to copyright, reproduce, distribute, display, perform, sell, license, assign, and otherwise dispose of, exploit, or turn to account any of the foregoing (or any portions thereof) alone or combined with any other materials for any purpose whatsoever, including without limitation the advertising (including without limitation by way of commercial tie-ins or co-promotions) and exploitation of any production or material incorporating any of the foregoing, together with the right to alter and/or make any and all derivative works of each (or any portion) of the foregoing.

I (on my own behalf and on behalf of Member Group) hereby irrevocably assign to INDYCAR exclusively and in perpetuity any and all rights set forth above. I (on my own behalf and on behalf of Member Group) hereby grant to INDYCAR a non-exclusive, perpetual license to use, and I (on my own behalf and on behalf of Member Group) irrevocably consent to the use of, my and Member Group's rights of publicity for the purpose of promoting an Event and/or Series and/or any other exploitation of the rights set forth above. I represent and warrant to INDYCAR that as of the date of this assignment, Member Group and I have not granted any third party the rights described herein. I represent and agree that any and all logos, marks, designs, material or intellectual property appearing on my uniform or apparel or on any vehicle or equipment relating to my and/or Member Group’s presence or participation in an Event, including those of any sponsor or other third party (“IP Holder”), may be depicted in connection with the exploitation of the foregoing rights and that I have obtained from all third parties the rights to assign to INDYCAR all rights assigned hereunder in connection therewith. I agree to take all steps reasonably necessary, and all other steps reasonably requested by INDYCAR, to protect, perfect or effectuate INDYCAR’s ownership and other interest in the foregoing rights. Without limiting the foregoing rights of INDYCAR, I (on my own behalf and on behalf of Member Group) agree that INDYCAR may assign or sublicense these rights in conjunction with the commercial exploitation of an Event, Series or otherwise, including without limitation to INDYCAR affiliates, promoter and/or operator of an Event (“Event Promoter”) and/or other licensees. I agree not to take any action, nor cause or permit others to take any action, nor enter into any third party agreement which would contravene, diminish, encroach or infringe upon these rights. Further, I agree that Member Group and I will not reproduce, sell or otherwise use or exploit any photograph, film, video, audio, depiction or other reproduction of an Event, Event venue or INDYCAR’s or the Event Promoter’s trademarks, name, events or other property, or assist another party in doing any of the foregoing, without INDYCAR’s and/or the Event Promoter’s, as applicable, prior written consent. I (on my own behalf and on behalf of Member Group) expressly and irrevocably release and indemnify and agree to defend INDYCAR and its officers, directors, members, managers, shareholders, owners, successors, assigns, agents, employees, representatives, affiliates and licensees, from and against any claims brought by Member Group (including without limitation IP Holders) or me, and/or Member Group's or my heirs, assigns and personal representatives, for invasion of privacy, defamation, misappropriation of likeness, or any other cause of action arising out of or relating to any Event or the promotion or commercial exploitation thereof or other exploitation of the rights set forth above by INDYCAR and/or its officers, directors, members, managers, shareholders, owners, successors, assigns, agents, employees, representatives, affiliates, and licensees. With respect to all matters within the scope of Member’s obligation to defend, Member shall provide counsel that is reasonably acceptable to INDYCAR. On my behalf and on behalf of Member Group, I agree the rights granted under this Agreement are irrevocable. Member Group and I shall have no right to rescind the rights nor to enjoin or restrain the distribution of the productions produced pursuant to the rights granted hereunder nor any other exploitation of any such rights. I, on my own behalf and on behalf of Member Group, waive all rights to obtain any other equitable or injunctive relief in conjunction thereof.

Signature

READ! THIS IS A LEGALLY BINDING DOCUMENT

Print Name

Date Signed

All 2024 Annual Membership Applications must be completely filled out. ALL PAGES OF THIS APPLICATION, INCLUDING WITHOUT LIMITATION THE RELEASE AND INDEMNITY AGREEMENT AND THE MEDIA RELEASE AND ASSIGNMENT, MUST BE COMPLETED. Each Application requires review and approval by INDYCAR, and may be rejected in the discretion of INDYCAR. Rejection of an Application by INDYCAR may be reviewed in accordance with the Rules.

Return this Application to: INDYCAR
ATTN: INDYCAR Guest Relations
4551 West 16th Street
Indianapolis, Indiana 46222

All Applicants must forward new .jpeg photographs to credentials@indycar.com (applicant’s name and affiliation in file name)

INDYCAR USE ONLY

Date issued: _____ Application Approved/INDYCAR License Verified: _____
Fees paid: _____ Eligibility/Medical Requirements: _____
Credential #: _____ Photograph Identification Verified: _____