

**WOLVERINE OUTLAW MIDGET SERIES (WOMS)
2008 MEMBERSHIP AND LICENSE APPLICATION
MEMBERSHIP AND LICENSE EXPIRE DECEMBER 31, 2008**

(PLEASE READ CAREFULLY AND SIGN AS INDICATED)

I am the applicant identified on the reverse side of this Application. I hereby apply for membership, as indicated on the reverse side, in WOMS and authorize WOMS to represent my interests as they may appear in auto racing matters. I acknowledge that I am familiar with the current rules of WOMS and agree to abide by the current rules of WOMS as they may be amended from time to time. I understand that this license is not transferable and may be suspended by WOMS pursuant to the provisions of the WOMS Rule Book as it may be amended from time to time.

I further certify that I am an independent contractor and not an agent, servant or employee of WOMS, and that I will retain such status as an independent contractor in the event my membership and license application is approved by WOMS. I acknowledge and assume all responsibility for any charges, recordkeeping, premiums and taxes, if any, payable on any funds I may receive as a result of my activities as a WOMS member, including but not limited to social security taxes, unemployment insurance taxes, workers' compensation insurance, income taxes and withholding taxes.

ADVERTISING PROMOTION AND OTHER PROJECTS RELEASE: WOMS, its duly authorized agents and assigns, may use my name, likeness and photographs of me or my vehicles, including photographs of me or my vehicles taken during the EVENT(S), in any way, medium or material, (including without limitation by and through television, radio, air wave, cable and satellite reproductions, transmissions over the Internet and public and private online services authorized by WOMS and the like) before, during and after the EVENT(S), for promoting, advertising, reporting or recording the EVENT or any other WOMS-sanctioned EVENT, and for sales and other purposes of commerce, and I do hereby relinquish all rights thereto for such purposes.

I understand that acceptance of this membership application and fee by any WOMS Official does not constitute approval of this application, and that all applications must be approved by WOMS Headquarters, 11 Sweet St. NW, Grand Rapids, MI 49505

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT

AS CONSIDERATION FOR being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, paddock area, grandstand area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the EVENT(S) shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the EVENT(S), APPLICANT, for himself/herself, Applicant's personal representatives, heirs, and next of kin, acknowledges, agrees and represents that Applicant has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which Applicant enters and with which Applicant comes in contact, and Applicant does further warrant that Applicant's entry upon such restricted area or areas and Applicant's participation, if any, in the EVENT(S) constitutes an acknowledgement that Applicant has inspected such restricted areas and that Applicant finds and accepts the same as being safe and reasonably suited for the purposes of Applicant's use, and Applicant further agrees and warrants that if, at any time, Applicant is in or about restricted areas and Applicant feels anything to be unsafe, Applicant will immediately advise the officials of such and will leave the restricted areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE WOMS, the promoter, participants, any other participating racing association, any sanctioning organization or any subdivision thereof, track operator, officials, vehicle owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S) and each of them, their officers and employees. all for the purposes herein referred to as "Releases", from all liability to the Applicant, Applicant's personal representatives, assigns, heirs, and next of kin 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 Applicant, whether caused by the negligence of the "Releasees", or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purpose participating in the EVENT(S);

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the "Releasees" and each of them from any loss, liability, damage, or cost they may incur due to the presence of the Applicant in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S) and whether caused by the negligence of the "Releasees" or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of "Releasees" or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the EVENT(S).

APPLICANT expressly acknowledges and agrees that the activities of the EVENT(S) are very dangerous and involve the risk of serious injury and/or death and/or property damage and that Applicant's heirs and next of kin have been so advised. APPLICANT further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the Province or State in which the EVENT(S) is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The Applicant acknowledges that Applicant has been advised that auto racing is a dangerous activity and has so advised Applicant's next of kin.

All rights and obligations of this license, if granted, are specific to the individual Applicant executing this membership and license application. THE APPLICANT HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Do Not Sign Until Read Completely Applicant's Legal Signature

Mail Application and Payment To: WOMS 11 Sweet St. NW Grand Rapids, MI 49505

Complete Both Pages of this Application

Only Original Applications Accepted

WOM Office Use Only

2008 Competitor Membership and License Application

- Owner/Driver \$175.00 (Includes Ins) Driver \$125.00 (Includes Ins) Owner \$50

Applicant's Full Legal Name: _____

SS for 1099: _____ Make Cks Payable to: _____

Mail Ck to: (address) _____

Telephone # _____ Cell # _____

E-mail: _____ Birthdate: _____ Driver's License: _____

Beneficiary (for excess insurance) Name: _____

Address: _____

Car # _____ Color _____ Chassis Type _____ Engine Type _____

- Rookie of the Year Candidate

Emergency Contact _____ Phone # _____

- Mechanic \$35 or Mechanic with /insurance \$75

- Official \$60 (Includes Insurance) Associate Insurance \$ 75 (Includes WOMS Membership)

Applicant's Full Legal Name: _____

Mailing Address: _____

Telephone# _____ Cell # _____

Beneficiary (for excess Insurance if applicable) Name: _____

Address: _____

Emergency Contact: _____ Phone# _____

- Mechanic of the Year Candidate

Mail **Signed** Application and Payment to: WOMS, 11 Sweet St. N.W., Grand Rapids, MI 49505

Owners, Mechanics, Pit Crew, and Fans can be members with or without insurance. To be eligible for end of year awards, you must be a member.

EXCESS INSURANCE:

Upon receipt and acceptance of this license application, member's **EXCESS INSURANCE** policy will become effective. The policy increases coverage for the insured member from \$15,000 (minimum coverage provided to licensed competitors at all WOMS sanctioned events) to \$100,000. Coverage is for medical expenses of excess-insured WOMS-licensed competitors who are injured while participating in WOMS sanctioned events and who have followed proper registration procedures. The policy takes effect when all other insurances have been exhausted.