

Penguin Racing School Inc and NorthEast Motorcycle Road Racing LLC Annual Worker Agreement

Please print clearly and legibly:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: _____ Work Phone #: _____

Birth date: _____ Age: _____

Shirt Size: _____ E-Mail Address: _____ @ _____

Please indicate your years of experience in the following areas:

Registration / Scoring:	_____ years	Corner Marshall:	_____ years	Other:	_____ years
Race Control:	_____ years	Tech Inspector / Grid Marshall:	_____ years	Other:	_____ years
Computer / Data Processing:	_____ years	Starter / Assistant:	_____ years	Other:	_____ years

READ THIS RELEASE

RELEASE AND ASSUMPTION OF RISK: I, hereby release, and agree to hold harmless the Penguin Racing School Inc, Championship Cup Series, ASRA Championship Series, American Sportbike Racing Association L.L.C., NorthEast Motorcycle Road Racing LLC (NEMRR), Loudon Road Race Series, New Hampshire Motor Speedway Inc., the promoters, the owners and lessees of the premises, the participants, and the officers, directors, officials, representatives, agents and employees of all of them, of and from all liability, loss, claims and demands that may accrue from any loss, damage or injury (including death, loss of limbs and permanent disablement) to my person or property, in any way resulting from, or arising in connection with this event, and whether arising while engaged in competition or in practice or preparation therefore, or while upon, entering or departing from said premises, from any cause whatsoever, I know the risk and danger to myself and property while upon said premises or while participating or assisting in this event, so voluntarily and in reliance, upon my own judgment and ability, I thereby assume all risk for loss, damage or injury (including death, loss of limbs and permanent disablement) to myself and my property from any cause whatsoever.

AGREEMENT: By my signature below, I hereby agree to the terms of the above release and further agree to abide by the current Penguin Racing School Inc and NEMRR Rules and Regulations and any Special Regulations in all participation with this license. I hereby agree to allow my likeness to be used for promotional purposes by the Penguin Racing School, NEMRR, Championship Cup Series, the ASRA Championship Series and their affiliates without any further compensation to myself. I hereby agree to surrender a complete unedited copy of any and all video to Penguin Racing School or NEMRR immediately upon request. I certify that the above information regarding my age, identity, and experience is true and freely given for the purpose of obtaining a competition license:

WORKMAN'S COMPENSATION: I am aware that as a contracted or volunteer official of the Penguin Racing School and/or NEMRR, I am working as a volunteer or as contract labor and that no workman's compensation is provided.

CONTRACT LABOR: I understand that I am a volunteer or contract labor and I am performing my duties on a work for hire basis. I understand I am responsible for all taxes and expenses incurred in the performance of my contracted duties.

W-9 Certification Under the penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of security property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payment other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

APPLICANT SIGNATURE: _____ **Date:** _____, 20__ .

*Note: Applicants under the age of 18 will be required to submit a Minor Release Form signed by parent or legal guardian prior to working

EMAIL THIS APPLICATION TO: noelle@nemrr.com **OR MAIL TO:** North East Motorcycle Road Racing (NEMRR)

— P.O. Box 189 Hampstead, NH 03841

All Events - Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

- 1. Acknowledges**, agrees, and represents that he/she has or will immediately upon entering any such **RESTRICTED AREAS**, and will continuously thereafter, inspect the **RESTRICTED AREAS** which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about **RESTRICTED AREAS** and he/she believes anything to be unsafe or unsatisfactory in any way, he/she will immediately advise the officials of such and will leave the **RESTRICTED AREAS** and/or refuse to participate further in the EVENT(S). I acknowledge that I may not have the opportunity to inspect any **RESTRICTED AREA** prior to the event.
- 2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, builders and designers, crews, rescue personnel, any persons in any **RESTRICTED AREA**, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the **EVENT(S)**, premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or **EVENT(S)** and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "**RELEASEES**", **FROM ALL LIABILITY TO THE UNDERSIGNED**, his/her 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 UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.**
- 3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the **RELEASEES** and each of them **FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS** they may incur arising out of or related **IN ANY MANNER TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.**
- 4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** arising out of or related to the **EVENT(S)** whether caused by the **NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.**
- 5. HEREBY** acknowledges that **THE ACTIVITIES OF THE EVENT(S) ARE DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. **Each of THE UNDERSIGNED** also expressly acknowledges that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.**
- 6. HEREBY** agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the **RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the **EVENT(S)** is/are 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.

I HAVE READ THIS 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 A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of Participant: _____

Printed Name of Participant: _____ D.O.B.: _____ / _____ / _____

Address of Participant: _____

Signature of Event Official or Notary Public: _____

Printed Name of Event Official or Notary Public: _____

(If Notarized)

Subscribed and Sworn to at: _____ Before me this _____ Day _____ A.D. 20____ **SEAL**

_____ County, State of _____ My Commission Expires: _____ / _____ / _____

EMAIL THIS APPLICATION TO: noelle@nemrr.com OR MAIL TO: NEMRR P.O. Box 189 Hampstead, NH 03841