

**OXFORD PLAINS SPEEDWAY 2012 LICENSE APPLICATION**  
**P O BOX 208 877 MAIN STREET**  
**OXFORD, ME 04270-0208**  
**Office: (207) 539-8865 fax: (207) 539-8860**

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**APPLICANT'S SECTION**

**NAME** \_\_\_\_\_ **DATE OF BIRTH** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **SS #** \_\_\_\_\_

**TOWN/STATE/ZIP** \_\_\_\_\_ **HOME PHONE** \_\_\_\_\_

**email address** \_\_\_\_\_ **WORK PHONE** \_\_\_\_\_

**I am 18 years of age or older: Yes \_\_\_\_\_ No \_\_\_\_\_ If not, your parents/guardian must fill out a minor release form.**

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**CAR OWNERS SECTION**

**If purse checks are to be made payable to and all taxes the responsibility of the car owner please initial here \_\_\_\_\_**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_ **Home Phone** \_\_\_\_\_

**Town/State/ZIP** \_\_\_\_\_

**Social Security No.** \_\_\_\_\_ **email** \_\_\_\_\_

## Terms of License Agreement

I am the applicant identified on the reverse side of this application. I hereby apply for a license to participate in Oxford Plains Speedway events in the category indicated on the reverse side. Ryan Sports Group, LLC, doing business as Oxford Plains Speedway (OPS) reserves the right to refuse any application for this license. OPS reserves the right to terminate any license at any time. By obtaining a license, I become eligible to compete and participate in OPS racing events, subject to the rules of those events, including, but not limited to, paying the required pit fee and executing the required Release and Waiver of Liability and Indemnity Agreement.

I understand that the rules and/or regulations set forth and amended from time to time by OPS race officials (collectively, the Rules) are designed to provide for the orderly conduct of racing events and to establish the minimum acceptable requirements for such events. The Rules shall govern the conduct of all events and by participating in any event, I am deemed to agree that I will comply with the Rules. **NO EXPRESSED OR IMPLIED WARRANTY OF SAFETY SHALL RESULT FROM THE PUBLICATION OF OR COMPLIANCE WITH THE RULES.** I understand and agree that the Rules are intended as a guide for the conduct of the sport and are in no way a guarantee against injury or death to me, any other participant, any spectator, official or any other person or to any property. OPS management shall in its sole discretion be empowered to permit deviation from any of the specifications contained in such Rules and to impose any further restrictions that are necessary or desirable in their sole opinion for the orderly conduct of racing events. Any interpretation or deviation from the Rules is left solely to the discretion of OPS Management. Their decision is final, non-appealable and non-litigable and I hereby agree that I will not bring any claim, demand, or lawsuit relating to or in any way arising out of any such decision, interpretation or deviation and do hereby release OPS and OPS Management from any and all claims, liabilities, losses, and expenses in connection therewith.

I am familiar with the current Rules and agree to abide by the Rules, including any amendments thereto that may be adopted by OPS from time to time. To the extent I breach the Rules and am fined in accordance with such breach, I expressly agree to pay such fine and to allow OPS to withhold any such fine from any prize amounts due to me.

I am an independent contractor assuming all responsibility for money received as a result of my activities including but not limited to income tax, FICA, Workmen's Compensation and withholding taxes. I am not an employee or agent of OPS.

**I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT. I AGREE TO ABIDE BY ALL TERMS OF THIS AGREEMENT.**

Dated \_\_\_\_\_, 20\_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Printed Name of Applicant \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Printed Name of Witness \_\_\_\_\_

**THIS IS A RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

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**2012 RACING SEASON AT OXFORD PLAINS SPEEDWAY**

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DESCRIPTION OF EVENT	DATE OF EVENT	LOCATION OF EVENT
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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), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin.

1. Acknowledge, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

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, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, 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 each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releases," FROM ALL LIABILITY TO THE UNDERSIGNED, his 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 RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. 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 arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES 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 releasees OR OTHERWISE.

5. Hereby ACKNOWLEDGES THAT the activities of the event(s) are very 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 Releases, 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.

**ALL SECTIONS MUST BE COMPLETED**

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PRINT NAME	LEGAL SIGNATURE
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SIGNATURE AND TITLE OF WITNESS	DATE
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