

# 2020 Outlaw Mini Mod Series Competitors Agreement

I HEREBY CERTIFY the sole purpose of enabling me to participate in a race, or other motorsports-related activity. My presence in, about, or in-route to or out of any premises where OMMS sanctioned events are presented is in furtherance of that OMMS event. I HEREBY AGREE that by signing this Competition Agreement that I will abide by all rules and regulations as set forth by the OMMS including, but not limited to, the following:

(1) I agree to abide by all rules and regulations, including car specifications and safety rules;

(2) I agree that I shall be the sole spokesperson for myself, the car owner, and the race crew in all matters pertaining to the compliance with the rules and regulations, and I agree and understand that I am responsible for the conduct of my crew;

(3) I agree and understand that by submitting my race car for various technical and safety inspections, I certify that the race car meets all rules and regulations for participation in an OMMS sanctioned event, and I understand that the burden of proof will rest upon me to show that I am in compliance with all of the OMMS rules and regulations, and I understand that any violation of such rules and regulations may result in confiscation of illegal parts, fines, suspensions, and/or loss of points and winnings;

(4) I agree to appropriately use all required stickers, decals and patches and I understand that failure to do so may result in loss of points and forfeiture of all money and awards for the event;

(5) I agree that all decisions of OMMS race officials, or track officials, regarding the interpretation and application of the OMMS rules, regulations and the scoring of positions (race day decisions), shall be non-litigable. Any disputes regarding the interpretation and application of the OMMS rules, regulations and the scoring of positions shall be fully and finally adjudicated by an independent Appeal Board to be promptly created by the OMMS, promoters, team owners, drivers, and crew members, and subject to the OMMS Appeals Process and Regulations. I further covenant and agree that I will not initiate any type of legal action against the OMMS, BAT WING CHASSIS, or an OMMS promoter, or official, to challenge such decisions, to seek monetary damages, to seek injunctive relief, or to seek any other type of legal remedy. I agree that my sole remedy is the pursuit of an appeal of the decision of the Appeal Board in this regard. I understand that if I pursue such legal action, which expressly violates this provision, then I expressly agree to reimburse BAT WING CHASSIS, OMMS, or the OMMS promoter or official, for all of its attorney's fees and costs in defending against such legal action;

(6) I hereby assign to BAT WING CHASSIS, OMMS, and OMMS Sponsors the non-exclusive rights to my image and likeness, and the image of my vehicle, whether portrayed in still or action pictures, drawings, or other artistic renderings, relating to or depicting my participation in OMMS events or related activities;

(7) I further understand that there is no express or implied warranty of safety resulting from publication or compliance with the OMMS rules, and that they are intended merely as a guide and are minimum

requirements for the conduct of the sport and are in no way a guarantee against injury or death to participants, spectators, or others;

(8) I understand that I am not an agent or employee of BAT WING CHASSIS or any OMMS sanctioned race track. Further, I understand that I am solely responsible for compensating my employees, agents or pit crew members. I also assume full responsibility for reporting or filing any reports or tax returns with the appropriate authorities on any and all earnings or funds received as a result of my participation in OMMS sanctioned racing events, including, but not limited to, Federal Social Security taxes, Federal income taxes, State income taxes, Federal and State withholding taxes, unemployment taxes and workers compensation insurance;

(9) The undersigned acknowledges that auto racing and related events are HAZARDOUS activities which carry with them significant risk of personal injury, death, or property damage. I also understand that there are natural, mechanical, and environmental conditions and risks which independently or in combination with the activities may cause property damages or severe or even fatal injuries to me or others. I have made a voluntary choice to participate in the activities. I agree to accept all responsibility for the risks, conditions and hazards which may occur whether or not they are known or contemplated by me. Except as set forth below, I hereby expressly assume any and all of the foregoing risks including the risks of injury, death, or property damage and accept sole responsibility for the safety and medical insurance costs of the participant. I further agree to forever release and hold harmless and indemnify BAT WING CHASSIS, OMMS, and its subsidiaries, directors, officers, agents, employees, officials, assigns, promoters representing races or other events under OMMS sanction events, the owners and lessees of premises on which OMMS sanctioned events are presented, and participants thereon, for all accidents, losses, injuries (including, but not limited to death), or other casualty arising out of my participation in, about, or in route to and out of the premises where OMMS sanctioned or operated racing events or related activities are presented. By signing this release, I understand that any and all risk (including those set forth above) are expressly assumed by me and all claims or potential claims are expressly waived in advance. I verify that I am in good health and have no conditions that would impact my participation in auto racing or its related activities. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE COMPETITION INDEMNITY/RELEASE AGREEMENT, and further agrees that no oral representations, statements or inducements have been made by BAT WING CHASSIS, OMMS, or OMMS promoters.

(10) I also understand that my registration fee goes towards an Official Outlaw Mini Mod Series t-shirt, Processing of my Series Point totals, and OMMS administration costs.

I certify that at the time of signing this application, all of the information on this application is correct and I will be held accountable if it is not.

Print- \_\_\_\_\_ D.O.B- \_\_\_\_/\_\_\_\_/\_\_\_\_

Sign- \_\_\_\_\_ Date- \_\_\_\_/\_\_\_\_/\_\_\_\_

Driver Owner or Both (Circle one) Car Number- \_\_\_\_\_ Years Racing- \_\_\_\_\_