

2021 Wythe Raceway Entry & Membership License Application: Will use your car number for license number.

Car # _____ CIRCLE CLASS: SUPER STREET PRO MODIFIED PRO MINI UCAR KCAR
VINTAGE MODIFIED VINTAGE SPORTSMAN LATE MODEL

DRIVER: _____ Make/Model _____

STREET _____ CITY _____ STATE _____ ZIP _____

EMAIL: _____ DATE of BIRTH _____ / _____ / _____

PHONE: (_____) _____ — _____ SSN: _____ — _____ — _____ FOR 1099

Check to: If not driver: Print Name: _____ Address: _____

City _____ State: _____ ZIP: _____

Rookie 2021: I am eligible (five races or less) and want to run for Rookie 2020. Signed: _____

2021 ADULT RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT. THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate in any and all motor vehicle racing events promoted, and/or operated by Wythe Raceway Ltd and/or Dirt Racing, Inc. (hereinafter collectively Wythe) during the **2021 season (Jan. 1, 2021 through Dec. 31, 2021)** and any and all affiliated activities including, without limitation, driving, racing, training, learning, practicing, competing, maintaining vehicles, observing and spectating, or for any other purpose (hereinafter collectively “EVENTS”) and/or **IN CONSIDERATION OF** my ability to enter into or upon any RESTRICTED AREA (hereinafter defined as including, but not limited to, the racing track and surface, pit areas, infield, paddock and garage areas, grandstand areas, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENTS are or will be taking place) in connection with the EVENTS. The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively “UNDERSIGNED”) hereby:

1. **INSPECTION:** Acknowledges, agrees & represents that immediately upon entering any RESTRICTED AREA, the UNDERSIGNED shall & shall continuously thereafter, inspect every area of the RESTRICTED AREA which UNDERSIGNED enters, & UNDERSIGNED further agrees & warrants that, if at any time, the UNDERSIGNED is in or about any part of the RESTRICTED AREA & feels anything to be unsafe, the UNDERSIGNED will immediately advise a representative, employee or agent of and the owner or operator of the RESTRICTED AREA of such, & if necessary will leave the RESTRICTED AREA and/or refuse to participate in the EVENTS.

2. **WAIVER AND RELEASE:** Hereby **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** Wythe, the operators, organizers, sponsors, and hosts of the EVENTS, officials, rescue personnel, the track and facility and location owners, lessors, leasees, inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the track, facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, affiliated organizations and entities, and all other persons or entities participating or involved in the EVENTS (hereinafter collectively “RELEASEES”), **FROM ALL LIABILITY TO THE UNDERSIGNED** 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 UNDESIGNED’s participation in any way in the EVENTS and/or the UNDERSIGNED’s presence in or upon the RESTRICTED AREA where the EVENTS are or will be taking place, even that caused by the ordinary **NEGLIGENCE** of the RELEASEES (hereinafter “LIABILITY”). The LIABILITY encompasses, but is not limited to, active or passive conduct, ordinary **NEGLIGENT RESCUE EFFORTS**, and ordinary **NEGLIGENT** enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning the ordinary **NEGLIGENT** selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the EVENTS.

3. Hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that **NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. RELEASING PARTY HAS COMPLETELY READ ALL TWO (2) PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS.** UNDERSIGNED SIGNS THIS DOCUMENT IN FRONT OF A WITNESS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this agreement.

4. **MEDICAL CONSENT AND RELEASE:** Hereby specifically **AUTHORIZES AND CONSENTS TO RELEASEES** providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** in event of an emergency or in event of an injury or medical condition that develops or occurs during participation in EVENTS or during UNDERSIGNED’s presence in or upon the premises, facilities, and locations where the EVENTS are or will be taking place. UNDERSIGNED expressly **WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS** from and against any and all LIABILITY arising therefrom.

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5. EXPRESS ASSUMPTION OF RISK: Hereby acknowledges that the ACTIVITIES are **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE**. This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the EVENTS, which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, other persons, and natural or manmade objects. The EVENTS will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels of equipment, and **UNDERSIGNED** expressly assumes the risks associated with mixed and varying skill levels and varying equipment. **RELEASING PARTY** also acknowledges that there may be undefined and presently unknown risks and dangers associated with the EVENTS, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the **RELEASEES**. This includes the potential ordinary **NEGLIGENCE** in the implementation or enforcement of (or the failure to implement or enforce) any rules, regulation or guidelines related to the EVENTS and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the EVENTS. **UNDERSIGNED** hereby expressly assumes all such risks and dangers whether presently known or unknown. The **UNDERSIGNED**, also expressly acknowledges that injuries received may be compounded or increased by ordinary **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** of the **RELEASEES** or others.

6. INDEMNITY AND HOLD HARMLESS: Hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the **RELEASEES** and each of them from any loss, liability, damage or cost (including attorneys' fees and court costs) they may incur arising out of or related to the **UNDERSIGNED**'s presence in or upon the restricted area where the events are or will be taking place, whether caused by the ordinary **NEGLIGENCE** of the **RELEASEES** or otherwise. **UNDERSIGNED** also hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by **UNDERSIGNED** during or in connection with **UNDERSIGNED**'s participation in the EVENTS, and/or arising out of **UNDERSIGNED**'s improper, tortious, and/or criminal conduct.

7. INFORMED CONSENT AND VOLUNTARY PARTICIPATION: Fully acknowledges and understands that participation in the EVENTS will involve physical and strenuous activity and dangerous and changing circumstances and conditions. **UNDERSIGNED** has taken it upon himself or herself to be fully informed of the numerous inherent risks and potential dangers associated with the EVENTS, including **RISK OF BEING INVOLVED IN AN ACCIDENT, CRASH OR COLLISION AND SUFFERING SEVERE PERSONAL INJURY OR DEATH**. **UNDERSIGNED** acknowledges that he or she has been informed that his or her **PERSONAL SAFETY CANNOT BE GUARANTEED**. **UNDERSIGNED** acknowledges that his or her participation in the EVENTS is completely voluntary, and he or she believes that the potential benefits of participation outweigh the risks and danger associated with the EVENTS. **UNDERSIGNED** acknowledges that he or she has been able to ask questions regarding the EVENTS, and that all questions have been answered to his or her satisfaction.

8. OTHER PARTICIPANT OBLIGATIONS: Acknowledges that it is his or her responsibility to do all of the following: (1) fully disclose to **RELEASEES** any health issues or medications that are relevant to participation in the EVENTS; (2) inform **RELEASEES** if there are any activities or aspects of the program about which the **UNDERSIGNED** does not feel comfortable; (3) cease participation and promptly report any physical discomfort, illness or complications; and (4) clear his or her participation with his or her personal physician. **UNDERSIGNED** also acknowledges that he or she bears full responsibility to become aware of and familiar with any and all event, series, and facility rules, regulations, and instructions, and to follow such rules, regulations and instructions at all times.

9. Hereby agrees that this "**2021 ADULT RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT**" extends to **ALL ACTS OF ORDINARY NEGLIGENCE** by the **RELEASEES**, including premises liability and **NEGLIGENT RESCUE OPERATIONS**, and it is intended to be as broad and inclusive as is permitted by law. **UNDERSIGNED** acknowledges that **THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE**, and that if any portion of this agreement is held invalid, it is agreed that the balance the agreement shall continue in full legal force and effect. That shall include modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This agreement is to be interpreted and enforced under laws of State of Virginia.

10. ADVERTISING RELEASE: The undersigned consents to the use of his/her name, pictures of himself/herself and his/her car and crew for publicity, advertising and endorsements both before and after the events, and relinquishes any rights to photos, videos, etc. in connection with events and consents to the publication or sale or any use of such materials as Wythe Raceway so desires.

11. Hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and **UNDERSIGNED** agrees and acknowledges that **NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. RELEASING PARTY HAS COMPLETELY READ ALL OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS.** **UNDERSIGNED** SIGNS THIS DOCUMENT IN FRONT OF A WITNESS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND **UNDERSIGNED** INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. **UNDERSIGNED** was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of his or her choice. **UNDERSIGNED** was also offered a copy of this agreement.

12. I agree to read and follow all rules and regulations of Wythe Raceway and any other information that is posted or available at any time.

SIGNATURE OF PARTICIPANT : _____ DATED: ____ / ____ 2021

NAME (PRINT) of WITNESS: _____ SIGNATURE: _____

Wythe Raceway 50th Anniversary

2021 DRIVER INFO SHEET for Announcer

CAR# _____ **Car Make** _____ **Year & Model** _____

CLASS (CIRCLE)

SUPER STREET: **PRO MODIFIED:** **PRO MINI:**

LATE MODEL: **UCAR:** **KCAR:**

VINTAGE MODIFIED: **VINTAGE SPORTSMAN:**

NAME: _____ **NICK NAME:** _____

ADDRESS: _____

CITY: _____ **STATE** _____ **ZIP** _____

DATE OF BIRTH: _____ / _____ / _____ **AGE:** _____

FAMILY INFO: _____

PRIMARY SPONSOR: _____

ASSOCIATE SPONSORS: _____

YEARS RACING: _____ **BEST RACE** _____

WHO WOULD YOU LIKE TO BEAT THE MOST: _____

OTHER INFO: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <small>(Applies to accounts maintained outside the U.S.)</small>
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)
Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Employer identification number								
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Part II Certification

Under 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.