

OHIO VALLEY KARTING ASSOCIATION

C/O Lynda Coombs, P.O. Box 94, Collinsville, OH 45004

MEMBERSHIP APPLICATION (\$35 ANNUAL FEE) PLEASE CHECK ONE: 2009 NEW MEMBER 2009 RENEWAL

NAME (18 years of age or older): _____

ADDRESS: _____ EMAIL ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ HOME PHONE: () _____

WORK PHONE: () _____ OCCUPATION: _____ EMPLOYER: _____

DRIVER INFORMATION

(Drivers who turn 18-years-old during the season must sign their own membership form)

| NAME | BIRTHDATE | SEX | RELATIONSHIP | 2009 CLASS | KART # <small>*See note below</small> | TRANSPONDER # |
|-------|-----------|-------|--------------|------------|--|---------------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

***Please provide a first, second & third choice for kart numbers. Last year's numbers will be held for those members who wish to retain them in the same class until the end of sign-in on the first points event. The number "1" will be reserved for the previous year's class champion, if desired. Open numbers will be assigned based on postmark date and on a first-come first-served basis.**

If accepted as a Member of OVKA, I (and including my immediate family) agree to abide by the By-Laws and Regulations of the organization. I also understand that my paid membership dues entitle me and my immediate family listed above to participate in the club racing events, that I will receive the publications of OVKA, which includes a current rulebook. I understand that the acceptance of this membership application and fee by an OVKA Official does not constitute approval of this application, and that all applications must be approved by the OVKA Secretary.

STATE OF HEALTH FOR MINORS

I, the undersigned, do hereby state that the above listed minor(s) under the age of 18, is (are) in apparent good health and physically able to participate in the strenuous activities of karting at sea level and altitudes up to 7000 ft, with such activities further stressed by exposure to conditions of humidity and temperature. Further, it is also stated that the above named minor(s) is (are) not subject to fainting, loss of balance, loss of muscular coordination, and in general, free of other physical ailments(s) that could be aggravated by the stress of driving in kart competition events thereby placing himself, competitors, spectators, and others in attendance in jeopardy of injury.

Further, pursuant to the best interests of the above named minor(s), competitors, spectators, and others in attendance at kart competition events, there is no intent to conceal a possible condition when such revelation would be ample cause for OVKA to withhold the issuing of membership or in any other way ratify the participation of said minor(s) in karting events sanctioned by the association. Below is my signature attesting to the above.

PARENT OR GUARDIAN SIGNATURE: _____ DATE: _____

OVKA AGREEMENT OF RELEASE

IN CONSIDERATION of being granted the benefits of membership by OHIO VALLEY KARTING ASSOCIATION, for myself, my personal representative, heirs, next of kin, successors and assigns, DO:

(a) HEREBY AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL ACTS OR ACTIVITIES of myself, my drivers, assistants and crew for any and all damage or injury that may be caused by any or all of us or by our kart, motor, properties or possessions, in any way growing out of or resulting from the operation of my equipment and/or as a result of our participating in an OHIO VALLEY KARTING ASSOCIATION event or time trial during the actual sanctioned period.

(b) HEREBY AGREE to be bound by all of the rules of the Association and agree that decisions of its officials and/or interpretation of its rules will be governed exclusively by the administrative review and appeal procedure set forth in such rules.

(c) HEREBY RELEASE, WAIVE DISCHARGE AND COVENANT NOT TO SUE THE OHIO VALLEY KARTING ASSOCIATION as an association including all its corporate, elected, and appointed officials, all members of committees, referees and inspectors, its individual members, agencies of government which control essential land sites, financiers and firms which render essential service gratis, including all officers, agents and employees of the foregoing and volunteer workers assisting in sanctioned representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury, death or damage to property of the undersigned which in anyway grows out of or results from any OVKA race, practice, or time trial activity or part thereof, during the actual sanctioned period and whether any such claim may be based upon alleged active or passive negligence whether caused by the release or otherwise, or participation in the wrong, or upon any alleged breach of any statutory duty or obligation and

(d) HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releases or otherwise.

(e) HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases 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.

(f) THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE; THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad as and inclusive as is permitted by the law of the State in which the event 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.

(g) IN CONSIDERATION OF THEIR PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT, I hereby assign all commercial communication and broadcast right to OVKA and do declare it is my lawful agent and representative regarding such rights. I agree that OVKA or its assigns, on a non-exclusive basis, may use my name and pictures, including pictures of my racing equipment, and pictures taken at any sanctioned event for publicity purposes. I also agree that my name, address and phone number may be printed in the OVKA Directory.

(h) BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT I have read and understand all of the foregoing, I accept valuable BENEFITS OF MEMBERSHIP as good, valid and adequate considerations; the statements in my application are true and the releases will rely on them and upon all my commitments in entering into a membership contract with me.

APPLICATION FOR MEMBERSHIP WILL NOT BE CONSIDERED UNLESS THIS AGREEMENT IS SIGNED BELOW:

SIGNED: _____

DATE: _____

WITNESS: _____

DATE: _____

NEW MEMBERS - PROOF OF AGE MUST BE SUBMITTED WITH THIS APPLICATION FOR ALL DRIVERS. PROOF OF AGE MAY BE A COPY OF YOUR DRIVER'S LICENSE, BIRTH CERTIFICATE, OR PASSPORT.