



RUNOFFS EVENT PARTICIPANTS - SINGLE EVENT CREDENTIAL
(includes Vendors & Sponsors)
Golf Cart and Other Authorized Vehicles
2017 Pass Decal Request Form

Single Event Permit for 2017 SCCA Runoffs at Indianapolis Motor Speedway; September 20-October 01, 2017

Choose one of the options below:

☐ **SCCA Runoffs Participants Only: (circle one) OWNED RENTED FROM SALOPEK**
(*"Participants" include registered drivers, entrant, crew, workers - Coverage provided by SCCA Event Insurance*)

☐ **SCCA Vendors or Sponsors** (*requires an approved Certificate of Insurance - see attached Insurance Requirements*)

Requesting Name _____

(Insured's Name on Certificate of Insurance must match this name)

Address _____ **City** _____ **State** _____ **Zip** _____

Primary Contact Name _____ **Cell Phone:** _____

Email: _____ **CLASS/SPECIALTY:** _____

Vehicle Manufacturer _____ **Color** _____

Seating Capacity 2___ 4___ 6___ **other #** _____ **Is vehicle street-legal?** ___Y___N

(Attach fleet sheet if permits for more than one vehicle are being requested)

SALOPEK RENTAL GOLF CARTS - PARTICIPANTS ONLY -PLEASE READ!

Golf carts rented by event participants from Salopek must provide a golf cart insurance certificate that meets the minimum requirements. Information regarding the content of the certificate of insurance can be found on the next page. If you do not have this coverage, you may purchase coverage from K&K Insurance ([Email kraig.hopkins@kandkinsurance.com](mailto:kraig.hopkins@kandkinsurance.com) or kelsey.closson@kandkinsurance.com). Bring this Pit Vehicle Credential Application and a copy of your golf cart insurance to SCCA Registration in the IMS Administration Building to receive a pit vehicle pass. There will not be a fee for the pit vehicle pass. Salopek also requires a copy of your Certificate of Insurance.

Please Attach Liability Insurance Certificate (including the appropriate parties named as additional insured-
Not required for owned pit vehicles of registered SCCA Runoffs participants)

Please complete & sign the credential application.

I certify that the information provided above is true and correct. I also understand that any false statements or deliberate omissions on this document or any other document I file may result in one or all of the following, revocation of pass/credential, coverage exclusion and/or expulsion from the event.

Print Name: _____ **Signature:** _____ **Date:** _____

FOR INTERNAL USE ONLY

Date Rec'd _____ **Ins Certificate Rec'd (Rentals Only)** _____ **Issued Pass #** _____

Distributed To _____ **Date** _____

☐ INDYCAR Grand Prix & Indianapolis 500 Mile Race

☐ Brickyard Vintage Racing Invitational

☐ NASCAR Weekend at the Brickyard

☐ Red Bull Air Race

☒ Other
2017 SCCA Runoffs

2017 INDIANAPOLIS MOTOR SPEEDWAY

CONSENT, INDEMNIFICATION & LIABILITY RELEASE AGREEMENT FOR USE OF GOLF CARTS

FOR OFFICE USE ONLY

IMS-500-GOL

The undersigned ("Licensee") agrees as follows:

Subject to the provisions set forth herein and any other regulations or restrictions that IMS may adopt, Indianapolis Motor Speedway, LLC and its affiliates (collectively, "IMS") extends to Licensee the privilege of access to and use of the premises of the Indianapolis Motor Speedway ("Speedway") including the use of a golf cart during the hours of operation and days designated by IMS in 2016 and/or in connection with the event(s) indicated above. This privilege may be revoked at any time and at the sole discretion of IMS for any reason. This privilege is granted with the understanding that Licensee is waiving and releasing any injury or damage to Licensee and is assuming sole responsibility for the golf cart and its use by providing indemnity as set forth in this agreement.

Assumption of Risk. LICENSEE UNDERSTANDS for itself and on behalf of each third party it represents, that its presence on the premises of the Speedway can expose Licensee and the users of the golf cart(s) to dangers both from known risk and unanticipated risk. Acknowledging that such risk exists, Licensee, for itself and on behalf of each third party it represents, assumes these risks, including the risk of negligent conduct by Released Parties and including the risks associated with anyone's use of the cart(s).

Release, Covenant, and Waiver. Licensee, for itself and each third party it represents, hereby releases, waives, discharges, and covenants not to sue IMS, INDYCAR, LLC ("INDYCAR"), Hulman Motorsports Corporation, Indianapolis Motor Speedway Foundation, Inc., Motorsports Safety Technology, LLC ("MST"), Automobile Competition Committee for the United States ("ACCUS"), United States Auto Club, Inc. ("USAC"), Andersen Promotions, LLC, Parella Racing LLC, d/b/a Sportscar Vintage Racing Association ("SVRA"), National Association for Stock Car Auto Racing, Inc. ("NASCAR"), Red Bull Air Race GmbH, and/or Event Participants and all of the officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates of each, (collectively, "Released Parties") from any and all claims or liability arising out of any personal injury or property damage suffered while on the premises of the Speedway, including, but not limited to, any claim arising out of any condition on the premises of the Speedway or the conduct of any person in connection with the preparation for, supervision of, or conduct of any Event or activity at the Speedway. Licensee specifically releases the Released Parties, individually and collectively, for their negligence in any form. In signing this release, Licensee FULLY RECOGNIZES THAT IF LICENSEE (AND/OR ANY LICENSEE EMPLOYEE, AGENT, REPRESENTATIVE, OR GUEST) IS HURT, OR HAS A LOSS AS A RESULT OF AN INJURY AND/OR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE SPEEDWAY, NEITHER LICENSEE NOR ANY OF LICENSEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR GUESTS WILL HAVE ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED INJURY OR DAMAGE BY THEIR NEGLIGENCE. If such action is made, Licensee's indemnity obligation will apply. The term "Event Participants" shall include any person or entity along with their officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated with or connected to the race facility, an Event, or other activity including but not limited to track owners, race promoters, racing associations, sanctioning and/or governing organizations, officials, track workers, volunteers, entrants, car owners, plane owners, drivers, pilots, pit/flight crew members, aircraft mechanics, safety crew members, medical personnel, sponsors, manufacturers, suppliers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area and/or participating in restricted activities.

Risk of Loss. LICENSEE UNDERSTANDS, ACKNOWLEDGES, AND AGREES that all golf carts operated on the premises of the Speedway, regardless of ownership, must be registered with IMS. LICENSEE FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES that it assumes and shall be responsible for the risk of loss to Licensee, its employees, agents, representatives, guests, and the Released Parties from the acts or omissions of Licensee, its employees, agents, representatives, guests, and IMS with respect to Licensee's exercise of its rights and obligations associated with the use of a golf cart at the Speedway, including without limitation the operation of a golf cart by Licensee and/or its employees, agents, representatives, and guests. Licensee shall maintain commercial general liability insurance for full coverage of claims to a limit of at least \$1,000,000 per occurrence with each member of the Released Parties named as additional insured and coverage shown as primary to any other coverage available to Released Parties. This insurance must insure Released Parties for any claim, including claims of negligence asserted against any Released Party (including the cost of defense and liability), in any way connected with or arising out of the use of the golf cart, regardless as to the manner of use.

Indemnity. LICENSEE SPECIFICALLY AGREES to indemnify, defend, and hold harmless the Released Parties as to all lawsuits, claims, damages, costs, and attorneys' fees, including claims as to Released Parties' sole or contributory negligence, which arise out of use of golf cart(s), presence at the Speedway, and/or Licensee's violation or Licensee's employees', agents', representatives' and guests' violation of any provision of this Consent, Indemnification & Liability Release Agreement for Use of Golf Carts including, but not limited to, the transfer of any credential and/or golf cart sticker without the written permission of IMS or the filing of a lawsuit barred by this Consent, Indemnification & Liability Release Agreement for Use of Golf Carts (including unsuccessful contentions that this release is unenforceable). Licensee understands that its indemnity obligation is not satisfied by the insurance provided by Licensee unless that insurance fully indemnifies and holds the Released Parties harmless.

Commercial Rights. LICENSEE UNDERSTANDS AND AGREES for itself and/or each third party it represents, that IMS and its successors and assigns, shall have and own, in connection with any race, racing activities, or other event (collectively, "Events") held on the premises of the Speedway, the sole and exclusive right to commercially exploit such Events including all rights to all photographs, video reproductions, audio reproductions, films or motion pictures, radio or television broadcasts, and other reproductions or depictions of any such Events or any portion thereof, including without limitation descriptions, pictures, likenesses, images, name, and sound of Licensee alone or with other persons, through any and all media whether now known or hereafter discovered, and all rights to copyright, reproduce, distribute, display, perform, sell, license or otherwise dispose of the same for any purpose whatsoever, including the advertising and exploitation thereof, together with alterations and derivative works of each of the above. Licensee also hereby grants to IMS a non-exclusive, perpetual license to use Licensee's rights of publicity (or similar) for the purpose of promoting the Events and IMS. Licensee agrees that it will not reproduce, sell, or otherwise use or exploit any photograph, film, video, audio, depiction, or reproduction of the IMS premises, trademarks, service marks, name, Events, or other property, or assist another party in doing any of the foregoing, without IMS's prior written consent.

Governing Law and Jurisdiction. LICENSEE AGREES that this Agreement is governed by Indiana law. The exclusive jurisdiction as to any action that involves this Agreement, including interpretation or application of the Release, Covenant and Waiver, and Indemnity, shall be a federal or state court residing in Marion County, Indiana.

Non-Transferability. LICENSEE AGREES that the privileges extended to it WILL NOT BE TRANSFERRED TO ANOTHER AND CAN BE REVOKED at any time and for any reason which IMS determines in its sole discretion to be desirable, including, but not limited to, improper attire, misconduct, or misuse of any privilege granted to it. LICENSEE UNDERSTANDS that false information given to obtain credentials and/or a golf sticker or misuse of assigned credentials and/or a golf cart sticker (transferring, duplication, etc.) will result in revocation of all credentials and/or a golf cart sticker. The issuance of current and future credentials and/or a golf cart sticker shall be at IMS's sole discretion.

Acknowledgement. LICENSEE ACKNOWLEDGES AND AGREES that a duly authorized representative of Licensee has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands, and agrees, on behalf of Licensee, to the terms and conditions of this Consent, Indemnification & Liability Release Agreement for Use of Golf Carts.

READ! YOUR LEGAL RIGHTS ARE AFFECTED.

COMPANY LEGAL NAME (LICENSEE NAME)

CORPORATE IDENTIFICATION NUMBER / TAX ID NUMBER

ADDRESS OF LICENSEE

CITY

STATE

ZIP

NAME AND TITLE, PRINTED

TELEPHONE (INCLUDE AREA CODE)

EMAIL ADDRESS

DATE

THIS IS A RELEASE - YOUR LEGAL RIGHTS ARE AFFECTED

SIGNATURE

(Authorized Representative or Officer of Licensee, on behalf of Licensee)

FOR OFFICE USE ONLY

By voluntarily providing IMS with the information herein, you give IMS permission to contact you, send you promotional and/or other marketing information about products, services, and offerings from IMS and its affiliated companies, sponsors, and promotional partners, and/or share the information that you disclose with IMS's affiliated companies and other non-affiliated third parties selected by IMS.

THIS IS A RELEASE

S-571F

MANDATORY CERTIFICATE OF INSURANCE REQUIREMENTS

Current Certificate of Insurance that **must** accompany the commercial use of golf cars/motorized vehicles permit request are required to:

- ❖ Specifically state that use of a golf car or other motorized vehicle is covered by insurance.
- ❖ Include the name of the person that will be operating the equipment on the Indianapolis Motor Speedway property as the named insured on the certificate.
- ❖ Include comprehensive general liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence.
- ❖ Include the appropriate additional insured language (as described below) in the “Additional Remarks” section of the certificate:
Salopek Golf Car & Equipment Co., Inc.; IMS Group, any of its affiliates, and any and all of their respective affiliates, and any and all of the officers, directors, members, owners, representative, agents and employees of each of them. The liability coverage set forth herein has been endorsed to include the members of the IMS Group as an additional insured with coverage shown for claims and liability, including claims and liability arising in part out of the negligence of the IMS Group (but not out of the IMS Group's sole negligence), so long as they arise out of the operations of the name insured. Coverage shall be primary and non-contributory and shall include a waiver of subrogation in favor of the additional insureds. Use of golf cars and other motorized vehicles is covered.”
- ❖ Under “Certificate Holder” please list the following:
***Salopek Golf Car & Equipment Co., Inc.
8765 State Route 201
Tipp City, OH 45371***
- ❖ You will be required to provide a copy to SCCA along with a completed SCCA Golf Cart Credential Application.
- ❖ Certificate of Insurance must be on an Acord 25 Form.