

HISTORIC MOTOR SPORTS ASSOCIATION
hmsa 

MEDIA AND PHOTO APPLICATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Email: _____

Business Phone: _____ Fax: _____

Cell Phone: _____ Date of Birth: _____

Writer Photographer TV Radio Web

Have you worked at an HMSA event in the past? Yes No

List Publication you have worked for: _____

List recent stories and publication dates: _____

Current Editor's Name: _____

Contact Number: _____

Email: _____

Sign and notarize the attached release form and return it along with a current photo of yourself to the HMSA office and your annual media pass will be sent to you.

Digital photos can should be 1 X 1 Inch 300 DPI, JPEG and can be emailed.



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FOR OFFICE USE

Authorization No. _____ Date Received _____ Signed Release _____ Photo. _____

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND COVENANT NOT TO SUE
ANNUAL WAIVER
(READ CAREFULLY BEFORE SIGNING)**

IN CONSIDERATION of being permitted in the venues for each Event sanctioned by HMSA, and to enter for any purposes the RESTRICTED AREA (herein defined as including, but not limited to, the track surface, pit areas, infield area, and all grandstands, walkways, concessions, and other appurtenant areas where any activity related to the Event shall take place or where special authorization, permission, or credentials are required or where admittance to the general public is restricted or prohibited), or to compete, officiate, observe, work for, or for any purpose participate in any way in the Event, each of the Undersigned, for themselves and their personal representatives, assigns, heirs, and next of kin, hereby:

1. ACKNOWLEDGES that the area where racing, slaloming moto-crossing and other competitive events involving the use of automobiles is potentially dangerous to participants (including both driver and support crews), spectators, observers and others within the Event venue, and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED also expressly acknowledges that the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE Releasees.

2. FURTHER ACKNOWLEDGES, agrees, and represents that the Undersigned has, or will immediately upon entering and continuously thereafter, inspect such RESTRICTED AREA and does further warrant that the Undersigned's participation in the scheduled Event and entrance upon the RESTRICTED AREA, constitute an acknowledgment that the Undersigned has inspected the RESTRICTED AREA and that it is safe and reasonably suited for the purposes of the Event, and further agrees and warrants that if, at any time the Undersigned is in or about RESTRICTED AREAS and feels anything to be unsafe, the Undersigned will immediately advise the Event of such and will leave the RESTRICTED AREAS.

3. ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH OR ANY PROPERTY DAMAGE due to negligence of Releasees or otherwise while in or upon the RESTRICTED AREA, and/or while competing, officiating, observing, working for, or for any purpose participating in such Event, or while spectating at such Event;

4. WAIVES, RELEASES AND DISCHARGES the promoters, participants, racing associations, sanctioning organizations, HMSA or any subdivisions thereof, track operators, track owners, officials, car owners, drivers, pit crews, any persons in the RESTRICTED AREA, rescue personnel, sponsors, advertisers, owners, and lessees of the Event venue used to conduct the Event, and Event inspectors, surveyors, underwriters, consultants, and others who offer recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event, and each of them, and their respective officers, directors, agents, and employees (hereinafter collectively referred to as the "Releasees") FROM ALL LIABILITY TO THE Undersigned, the Undersigned's personal representatives, assigns, heirs, and next of kin FOR ANY CLAIM OF LOSS OR DAMAGE OF ANY TYPE OR NATURE WHATSOEVER, AND ANY CLAIM OR DEMANDS THEREFOR, ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, while the Undersigned is in or upon the RESTRICTED AREA, and/or competing, officiating, observing, working for, or for any purpose participating in such event, and COVENANTS NOT TO SUE any of the Releasees with respect thereto;

5. AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Releasees 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 such Event, or while spectating at such Event, and whether caused by the negligence fo the Releasees or otherwise; and

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing Release and Waiver of Liability, Assumption of Risk, and Indemnity and Covenant Not to Sue extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the law of the province or state in which the Event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance, notwithstanding, shall continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND COVENANT NOT TO SUE 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, ORAL OR WRITTEN, BEING MADE TO ME, AND FULLY INTEND AND UNDERSTAND THAT MY SIGNATURE IS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE READ THIS RELEASE

Participant's (member's) signature

Date

Printed name of Participant/Member

Member Number

HMSA official's signature

State of _____ County of _____

(If Notarized) Subscribed and Sworn to before me this _____ day of _____, 20____, by _____,

proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Seal)

Signature: _____

OVER

Multi-event Release and Waiver Acknowledgment

I hereby agree and acknowledge that I have executed and attached Release and Waiver form. I further agree and acknowledge that, as stated on the form, the form is intended to and does apply to ALL HMSA events and activities at ALL tracks, venues and/or facilities on ALL dates. I further acknowledge that I may not be afforded the opportunity to view or otherwise inspect such tracks, venues and/or facilities prior to participating in such HMSA events and activities.

Agreed and Acknowledged:

Member's signature

Member's Name (print)

Member Number

Date