

**Terms of Agreement**

**CONTRACT:** I am an independent contractor assuming all responsibility for money received as a result of my participation including but not limited to income tax, FICA, Workmen's Compensation and withholding taxes. I am not an employee or agent of Eagle Raceway.

**BENEFITS:** I agree that myself, heirs and assigns will be entitled only to the benefit of the Competitor Participant Accident Policy procured by the Raceway for accidental injuries or death which are the result of external, violent and visible means sustained in Raceway participation. The foregoing shall constitute the limit of liability of the Raceway for such injuries occurring to me in any Raceway events; I unconditionally release and indemnify the Raceway regardless of the cause and nature of the injury or death. I understand that I must obtain personal medical insurance in order to compete in any of Eagle Raceway's events.

**COMPLIANCE:** The undersigned agrees to abide by all rules and regulations of the Raceway now or hereinafter promulgated. In consideration of the acceptance by the Raceway of this agreement, the undersigned recognizes his obligation to the public and the Raceway, which posts the prize money and conducts the event, and agrees to compete in all events when qualified if humanly possible.

**BREACH & DAMAGE:** In the event the undersigned breaches this agreement, he shall be liable for actual and liquidated damages sustained by the Raceway.

**OWNERSHIP:** As owner of a registered racecar, I certify I own the competition vehicle free and clear from liens and will deliver said vehicle or any part thereof if claimed pursuant to the rules.

**ADVERTISING RELEASES:** The undersigned consents to the use of his/her name, pictures/videos of her or himself and racecar for publicity, advertising and endorsements both before and after the events, and relinquishes any rights to all photos/videos taken in connection with events and consents to the publication or sale of such photos/videos as the Raceway desires.

**ARBITRATION:** Any controversy or claim arising out of or relating to this agreement including any alleged breach shall be settled in accordance with the rules of the Raceway. The undersigned agrees to accept the decision as final without appeal.

***I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT. I AGREE TO ABIDE BY ALL TERMS OF THIS AGREEMENT AND THE RULES OF EAGLE RACEWAY.***

**Promissory Note and Transponder Agreement**

The undersigned ("Borrower") promises to pay Slacker Investments LLC, if transponder is not returned at the end of the race event in the same condition it was borrowed out at, the principal sum of two hundred and fifty dollars(\$250.00). Principal shall be payable at 12240 N. 153rd Circle, PO Box 17, Bennington, NE 68007. Please return your transponder after each event.

Present, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

\_\_\_\_\_  
Driver Signature

\_\_\_\_\_  
Owner Signature

Car # \_\_\_\_\_ Class: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

**DEPOSIT for Rental transponder in the amount of \$250.00:**

Check #: \_\_\_\_\_

OR Credit Card #: \_\_\_\_\_

Ex: \_\_\_\_\_

3 Digit CVV Code: \_\_\_\_\_

NOTE: We do not charge a debit card or deposit a check unless transponder is not RETURNED or is NOT RETURNED in the condition it was rented out in.