



March 3, 2009

Dear 2009 Pro Motocross Credential Applicant,

Attached are the 2009 AMA Pro Motocross Credential Policy and Application administered by MX Sports Pro for the AMA Pro Motocross Championship, AMA ATV Motocross Championship and the AMA/WMA Women's Motocross Championship. This application is to be used for selected applicants only and is not for general distribution. Approval of applications and issuance of credentials is in the sole discretion of MX Sports.

In order to obtain a season credential the following check-list must be completed for each applicant:

- Read and understand the 2009 Pro Motocross Credential Policy.
- Complete and sign the 2009 Pro Motocross Credential Application and return no later than 30 days prior to the first event needed. **By signing the application you acknowledge you have read, understand and agree to the 2009 Pro Motocross Credential Policy.**

**MEMBERSHIP:** All credential applicants including complimentary applicants must be current AMA or ATVA members. Applicants with lifetime membership or one that expires after December 31, 2009 may subtract \$39 from the fee. As a courtesy, MX Sports will send information to AMA for your membership which will come separate from your credential.

- Read and Sign the AMA Pro Racing Membership Terms and Conditions form.
- Print **IN COLOR**, read, sign and have notarized the Annual Participant Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement.
- If married, spouse must sign the release where indicated and have his/her signature witnessed by someone other than yourself.
- If you are a minor, **BOTH** of your parents or legal guardian must sign the release and have their signatures notarized.
- ALL** applicants must email (preferred) a digital passport style head and shoulders forward facing photo (no hat or sunglasses) to [info@mxsports.com](mailto:info@mxsports.com) or mail hard copy with application. Be sure to include name of applicant. To eliminate potential damage to the photo, do not staple or paper clip photo. Processing will be delayed if proper photo is not included.
- Mail signed and notarized application packet with payment (if applicable) to MX Sports Pro Racing.

For any questions, please do not hesitate to contact us.

Sincerely,

Stephani McIntyre | Series Administrator

122 Vista Del Rio Drive | Morgantown, WV 26508  
e: [stephani@mxsports.com](mailto:stephani@mxsports.com)  
o: (304) 284-0101 ext. 126  
f: (304) 284-0081



# 2009 PRO MOTOCROSS CREDENTIAL POLICY

122 Vista del Rio Drive, Morgantown, WV 26508 | 304.284.0101 tel | 304.284.0081 fax | [info@mxsports.com](mailto:info@mxsports.com)

## IMPORTANT POLICY INFORMATION

*Signature on the 2009 Pro Motocross Credential Application acknowledges that you have read, understand and agree to the following policy.*

An MX Sports season or weekend credential is not only a valuable item and a benefit to possess, but also one that could lead to tragic results in the hands of unauthorized persons. Improper use of a season credential, whether it was lost or a willful attempt to “beat the system”, is a serious offense that may result in revoked privileges and could potentially be detrimental to the sport of motocross. For every credential issued we must take every precaution possible to prevent the likelihood of unauthorized use. That is the basis for the policy and we ask you to treat your credential as the valuable and important property that it is.

All credential holders are considered event “participants” and must be members of the American Motorcyclist Association (AMA) or All-Terrain Vehicle Association (ATVA) and sign the Annual Participant Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement. Presentation of an MX Sports credential signifies to MX Sports staff and track security personnel that the bearer has signed the required release forms and meets the qualifications for entrance into restricted areas.

Credential applications must be received no later than 30 days prior to the first event needed. Credentials must be worn at all times during events. MX Sports credentials are not transferable and will be revoked immediately if used by any other person.

## MX SPORTS CREDENTIAL TYPES, BENEFITS AND LEVELS OF ACCESS

### TYPES

- **CREW:** Includes crew members affiliated with approved current year AMA Pro Racing licensed riders.
- **GUEST:** Include licensed rider's guest, Board of Directors, Past Champions, Hall of Fame, Series Sponsors and VIPs.
- **STAFF:** Includes event officials and MX Sports administrative staff.

### BENEFITS AND LEVEL OF ACCESS

- **ALL MX SPORTS ISSUED CREDENTIALS**
  - Includes access to front gate, paddock and industry seating at all AMA Pro Motocross Championship and AMA ATV Motocross Championship events (if applicable).
  - Includes Certificate for secondary Medical Coverage of \$50,000.
  - Includes AMA Membership if applicant is not a lifetime or current AMA/ATVA member. As a courtesy, MX Sports will send information to AMA for your membership which will come separate from your credential.
- **CREW**
  - Access to “hot” areas including the Starting Gate and Mechanics Signal Area during practice and qualifying. Only crew members with signal pass and a qualified rider will be allowed access to “hot” areas during racing.

## CREDENTIAL AGE AND ALLOWANCE PER RIDER

- **AGE:** Minimum age – 16 years
- **CREW:** Maximum two (2) season credentials per AMA Pro Racing licensed rider
- **GUEST:** Maximum two (2) season credentials per AMA Pro Racing licensed rider

## LOST, STOLEN OR DAMAGED CREDENTIALS

- **LOST OR STOLEN:** If you require a replacement for a lost, misplaced or stolen season credential, one may be obtained by completing a sworn affidavit affirming that you have not knowingly allowed anyone else to use or become in possession of your missing credential. If the missing credential is subsequently found, it must be surrendered to MX Sports immediately.
- **DAMAGED:** MX Sports will replace, at no charge, any damaged season credential upon surrender of the damaged credential to registration or if mailed to the home office.





## AMA PRO RACING MEMBERSHIP TERMS AND CONDITIONS

In consideration of being granted a 2009 AMA Pro Racing Competition License by Daytona Motorsports Group, LLC, d/b/a/ AMA Pro Racing ("AMA Pro Racing"):

1. **Drug and Alcohol Testing; Release:** I recognize the importance of maintaining the safety and integrity of professional motorcycle racing. Accordingly, I agree to strictly comply with the "AMA Pro Racing 2009 Rulebook" and its Substance Abuse Policy (the "Policy"). I understand that my agreement to comply with the Policy is an essential precondition to the issuance of a professional license and that I must abide by the Policy and submit to such testing procedures as may be conducted from time to time at the sole discretion of AMA Pro Racing or its assigns as a condition of continued licensure. I further understand that any violation of the Policy, or failure or refusal to submit to testing and honestly participate in any testing procedure, will result in immediate disciplinary action in any AMA Pro Racing sanctioned professional or American Motorcyclist Association ("AMA") sanctioned amateur events. Finally, I hereby release, indemnify, defend and hold harmless AMA Pro Racing, the AMA, their respective LLC members and/or investors, directors, trustees, officers, employees, agents, personnel as well as any consultants and any laboratories or testing facilities retained by AMA Pro Racing or its assigns for the purpose of conducting drug or alcohol tests in connection with the Policy, from any and all liability related in any way to any tests conducted in connection with the Policy or the disclosure of the results of any such tests.

2. **Physical Examination:** I certify that I am in good health and suffer from no impairment, illness or injury which impairs in any way my ability to participate in motorcycle racing events. I agree to inform AMA Pro Racing of any medical condition, impairment, injury or illness which in any way casts a question on my ability to participate in a safe and competent manner. I agree to immediately notify AMA Pro Racing of any change in my medical condition that could in any way affect my ability to participate in a safe and competent manner. I also agree to comply with any request from AMA Pro Racing regarding evidence of medical condition. I understand that AMA Pro Racing retains the right to prevent me from participating in sanctioned events pending examination(s) to determine my medical condition or my ability to participate in a safe and competent manner.

3. **Production and Promotion Rights:** I agree that all rights, property, ownership and interest in any broadcast by audio, radio, television, motion pictures, home video production, still photos and/or images, Internet or any other means or media whether now existing or to be developed (including the transcription of any broadcast) of any AMA Pro Racing sanctioned event shall be the sole property of AMA Pro Racing. Any and all revenues, incomes and/or consideration from any broadcast shall belong exclusively to AMA Pro Racing for its sole and unlimited use. I hereby consent to the use of my images of and waive any intellectual property interests that I own that would in any way interfere with any broadcast of any AMA Pro Racing sanctioned event.

I further agree that AMA Pro Racing and/or its assigns, on a non-exclusive basis, may use my name and pictures (including pictures of my racing equipment, if owned by me or entrusted to me and under my control, and pictures taken at any sanctioned event) for any purpose and in any media including, but not limited to, television, internet, motion pictures and home video production.

I also understand that AMA Pro Racing may, from time to time, engage a sports marketing firm, to, among other things, promote the image of AMA Pro Racing professional motorcycle racing, and I agree to cooperate with AMA Pro Racing and its sports marketing firm in such efforts.

4. **Independent Contractor:** I hereby certify that I am not an agent or employee of AMA Pro Racing or AMA, and I assume all responsibility for all charges, premiums and taxes, if any, payable on any funds that I may receive as a result of my competitive activities, including without limitation social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes.

5. **Crew Member:** A crew member is required to be a member in good standing of the AMA or will join such association and pay applicable dues and any other required fees when registering as a Crew Member. I understand that a person registering as a Crew Member is subject to the AMA Pro Racing 2009 Rulebooks and is required to be 16 years of age or older.

6. **Waiver:** I acknowledge that motorcycle racing is a dangerous activity, the risks of which cannot be completely eliminated. I acknowledge that by participating in any AMA Pro Racing-sanctioned event, I am assuming the risk of property damage and serious injury up to and including death. I acknowledge that I will have the opportunity to inspect and review any and all courses upon which AMA Pro Racing-sanctioned events shall be conducted, and will notify AMA Pro Racing officials of any conditions that I consider to be unsafe. My participation in events is voluntary, and I waive any and all claims for personal property damage, injury, or death against AMA Pro Racing, AMA, or any of their respective directors, officers, employees, or agents.

7. **Insurance Coverage:** I certify that I have primary medical, permanent disability and life insurance coverage for injuries that occur during AMA Pro Racing competition, qualifying activities, official practices, and all other activities which take place during the AMA Pro Racing sanctioned event.

8. **Acknowledgment and Representation:** I acknowledge and understand that it is my responsibility to properly maintain this license. I understand that my license is subject to the AMA Pro Racing 2009 Rulebooks. I represent that I am not contractually or otherwise prohibited from entering into any and all of the agreements set forth in Paragraphs 1 through 8 hereof, or from executing Releases, Waivers or Consents required for participation in AMA Pro Racing sanctioned events.

I further acknowledge that this license/credential has been issued by AMA Pro Racing for the exclusive use by me. I agree to act in accordance with the AMA Pro Racing 2009 Rulebook, which serves as the official competition rules of AMA Pro Racing's Championships and agree to abide by any amendments or supplemental rules. Transfer or misuse of this license/credential is cause for revocation.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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



## 2009 Annual Participant Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement

**IN CONSIDERATION** of my being granted a membership, license and/or competition privileges in the Daytona Motorsports Group, LLC, d/b/a AMA Pro Racing (hereinafter collectively known as AMA Pro Racing) sanctioned EVENT(S), as a participant or being permitted to compete, practice, officiate, observe, work for, or for any purpose participate in any capacity in future EVENT(S), or being permitted to enter for any purpose or in any capacity any RESTRICTED AREAS (defined as any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), I, on behalf of myself, my personal representatives, spouse, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE, AGREE, AND REPRESENT** that I have or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter and further agree and warrant that, if at any time, I am in or about any RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

2. **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Daytona Motorsports Group, LLC, AMA Pro Racing, and/or the American Motorcyclist Association, the promoters, organizers, participants, racing associations, sanctioning organizations and/or any subdivision thereof, track operators, track owners, and with respect to each and every one of the foregoing entities, all of their directors, officers, shareholders, owning members, investors, employees, executives, and personnel, officials and their assistants, motorcycle owners, riders, pit crews, rescue personnel, any persons in any RESTRICTED AREAS, sponsors, advertisers, owners, lessees, designers and constructors of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S), all owners, lessees, manufacturers, distributors, wholesalers, retailers, designers, inspectors, and sponsors of all racing motorcycles and racing and other equipment on the premises during any EVENT(S), and all other persons, firms, or corporations insured by any liability policy procured by or on behalf of the AMA Pro Racing or any EVENT(S) organizers, promoters, sponsors, or teams, and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as the RELEASEES, FROM ALL LIABILITY TO ME, my personal representatives, spouse, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO ME OR MY PROPERTY OR RESULTING IN MY DEATH IN ANY WAY ARISING OUT OF OR RELATED TO THE EVENT(S), from any cause whatsoever, including, without limitation, the failure of anyone to enforce rules and regulations, the failure to make inspections, the condition of any portion of the track or premises, defective products, and any act or omission of the RELEASEES or any of them or any other act WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE AND WHETHER OR NOT OCCURRING IN RESTRICTED AREAS.

3. **HEREBY AGREE TO INDEMNIFY, DEFEND SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury or death while I am in the RESTRICTED AREAS and/or while competing, practicing, qualifying, officiating, observing or working for or for any purpose participating in the EVENT(S) and WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. **HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.

5. **HEREBY ACKNOWLEDGE THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge and knowingly accept that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OR MEDICAL OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. **HEREBY AGREE THAT THIS PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OR MEDICAL OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Municipality, State and/or Country in which the EVENT(S) is/are conducted and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. **HEREBY AGREE** that, in the event that I sustain any injury while participating in or observing any EVENT for any purpose or while in any RESTRICTED AREA for any purpose, any rescue personnel or medical personnel may release such medical information about my condition to representatives of AMA Pro Racing, the EVENT promoter, sanctioning organization, track operator, or track owner as necessary to allow such individuals to properly report that information to representatives of the sanctioning organization and/or insurance carriers.

8. **HEREBY AGREE** this Agreement shall be binding upon and enforceable against me, my personal and/or legal representatives, spouse, assigns, heirs, and next of kin without limitation and shall be in full force and effect for all EVENT(S).

**I HAVE READ THIS PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**I HAVE READ AND VOLUNTARILY SIGN THIS PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT,** and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

**APPLICANT Legal Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**APPLICANT Printed Name** \_\_\_\_\_

**Subscribed and sworn to at** \_\_\_\_\_ **before me this** \_\_\_ **day of** \_\_\_\_\_, **A.D. 20** \_\_\_\_\_

**Notary Public** \_\_\_\_\_ **County,** \_\_\_\_\_ **State of** \_\_\_\_\_

**My Commission Expires** \_\_\_\_\_

**APPLICANT IS:**  Single or  Married (if Married, complete "Spouse Release and Waiver" section below)

**Children (Names & Birth dates)** \_\_\_\_\_

**2009 SPOUSE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I AM THE SPOUSE OF THE PERSON WHOSE SIGNATURE IS SET FORTH ABOVE. I HAVE READ THE FOREGOING RELEASE AGREEMENT AND I FULLY UNDERSTAND AND INTEND THAT I WILL BE BOUND BY THE COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH IN THE FOREGOING RELEASE AGREEMENT. I FURTHER HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE, HOLD HARMLESS, INDEMNIFY AND WAIVE IN MY OWN NAME AND RIGHT ALL RIGHTS AGAINST EACH OF THE PERSONS RELEASED IN THE FOREGOING RELEASE AGREEMENT WITH RESPECT TO ALL LIABILITY TO ME FOR ANY AND ALL LOSS TO ME AND/OR TO MY MINOR CHILDREN OVER WHOM I AM THE LEGAL GUARDIAN, IN ANY WAY, RESULTING FROM ANY LOSS, DAMAGE, DEATH OR PERSONAL INJURY TO MY SPOUSE WHICH IS RELATED IN ANY WAY TO THE SUBJECT MATTER OF THE FOREGOING RELEASE, INCLUDING, BUT NOT LIMITED TO, ANY CAUSE OF ACTION FOR LOSS OF CONSORTIUM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

**SPOUSE Legal Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**SPOUSE Printed Name** \_\_\_\_\_

**WITNESS Legal Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**WITNESS Printed Name** \_\_\_\_\_

**MINORS ONLY**

**COMPLETE THE SECTION BELOW IF YOU ARE UNDER THE AGE OF 18 OR CONSIDERED A MINOR IN YOUR STATE OF RESIDENCE** (i.e., under the age of 21 or 18 as applicable), **this application must bear the notarized signature of parent or legal guardian (such signature shall be on behalf of both parents where the minor has two parents) which shall acknowledge and be a waiver and release of any and all claims such parent(s) or legal guardian may have.**

**Parent or Legal Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Parent or Legal Guardian Printed Name** \_\_\_\_\_

**Subscribed and sworn to at** \_\_\_\_\_ **before me this** \_\_\_ **day of** \_\_\_\_\_, **A.D. 20** \_\_\_\_\_

**Notary Public** \_\_\_\_\_ **County,** \_\_\_\_\_ **State of** \_\_\_\_\_

**My Commission Expires** \_\_\_\_\_