
READ! YOUR LEGAL RIGHTS ARE AFFECTED. READ! YOUR LEGAL RIGHTS ARE AFFECTED.

Handicap Application Big Frig Burnout Alley Application

Rules and Regulations. A zero-tolerance alcohol use policy is in force while operating a cart. Operating a cart under the influence or a driver seen with an open container will result in the loss of your cart privileges. Reckless driving is an unacceptable and irresponsible action and is reason for confiscation of the cart for the duration of the race week. Approved carts are to be used in approved areas only. The undersigned acknowledges and agrees to abide by any and all rules and regulations, and policies and procedures of Texas Motor Speedway (the "Speedway"), including but not limited to the following listed items. Failure to do so could result in impoundment or revocation of Credential and/or Cart privileges. In consideration of the acknowledgments and promises in this Agreement, the Speedway consents to your use and operation of your cart subject to all of the terms, conditions, and limitations in this Agreement.

- **Only validly-licensed drivers who are eighteen (18) years of age or older are allowed to operate Cart;**
- **Cart credential must be displayed on the hood/windshield of the cart. Credentials wrapped around the steering wheel are not acceptable;**
- **The undersigned is responsible and liable for the actions of any other driver;**
- **Camping Applicant must be camped on Texas Motor Speedway property and show proof of camping space. Handicapped Applicant must be on cart during all usage on Speedway property. Police and security patrols will be verifying compliance and will immediately withdraw handicapped authorization and use of the cart if the handicapped patron is not on board the cart;**
- **DO NOT use Cart as a means for product sampling or couponing;**
- **DO NOT park Cart in unauthorized areas of Speedway property;**
- **DO NOT leave Cart unattended unless the ignition key is switched off and removed and secured by lock and chain;**
- **DO NOT exceed the maximum passenger or weight capacity of Cart or otherwise operate contrary to manufacturer's instructions;**
- **DO NOT allow passenger(s) to sit on or about areas on Cart not specifically designed for seating including, but not limited to, the front cowl or in cargo box;**
- **DO NOT allow passenger(s) to stand while Cart is in operation;**
- **DO NOT use cellular phones or personal data devices while operating Cart;**
- **DO NOT operate Cart while under the influence of any quantity of alcoholic beverages or any substance which impairs your ability to drive, whether or not prescribed by a physician;**
- **ALWAYS ensure passengers are seated and ready before operating Cart;**
- **ALWAYS maintain a safe and cautious speed during operation. Do not suddenly swerve except in an emergency. The maximum speed limit on Speedway property is 25 mph unless otherwise posted.**
- **ALWAYS use EXTREME CAUTION in highly congested areas, including but not limited to hospitality and display areas, concessions areas, souvenir areas, crosswalks, entrances to infield, etc., and other areas used by pedestrians;**
- **ALWAYS use headlights at night;**
- **ALWAYS report any accidents or incidents Cart is involved in to the Speedway Security or police at the time of occurrence.**

Approved Carts. The Speedway reserves the right to deny approval of credentials at its discretion. The Speedway will not approve credentials for any Sport UTV (such as Polaris RZR, Kawasaki Teryx, CanAm Maverick, Yamaha YXZ, Arctic Cat Wild Cat, etc.) or carts that have been modified in ways that make them similar to Sport UTV's (such as any cart that contains an aftermarket or fabricated seat in the bed or has lifts of more than 2.5 inches, etc.). **ALL CART CREDENTIAL APPLICATIONS MUST BE ACCOMPANIED BY A COLOR PHOTOGRAPH OF THE CART FOR WHICH THE CREDENTIAL IS BEING REQUESTED.**

Accidents. Should the Cart cause or become involved in an accident of any kind, regardless of the seriousness, the operator of the Cart must stop and contact Speedway security and/or a police officer, and in such event the operator of the Cart must remain at the accident scene until Speedway and/or police personnel advise they may leave.

TMS Not Responsible Damage or Loss. Neither Speedway nor any of its representatives shall be responsible for damage or loss to the Cart or personal property left in or around the Cart, or damage done by the Cart.

Certification. I certify that I am at least eighteen years old and have a valid driver's license. I understand that Texas Motor Speedway or affiliates may require me to provide it at any time. I agree that the privileges extended to me WILL NOT BE TRANSFERRED TO ANOTHER AND CAN BE REVOKED at any time and for any reason which Texas Motor Speedway determines in its discretion to be appropriate, including, but not limited to, improper use, misconduct, or misuse of any privilege granted to me.

Assumption of Risk. I understand that my presence on the premises of the Speedway and the operation of carts can expose me to dangers both from known risk and unanticipated risk. I willingly and voluntarily assume these risks, including the risk of negligent conduct by others. I recognize that negligent conduct can cause property damage and personal injury including serious injury or death.

Insurance. I shall procure and maintain during the time my Cart is on the premises of Texas Motor Speedway, at my sole cost and expense, the insurance coverages as specified in this section, (coverage limits may be satisfied with a combination of primary, umbrella, and/or excess insurance policies), during this Agreement.

(a) **Commercial General Liability:** Coverage limits must be equal to but not less than a combined single limit of Five Million Dollars (\$5,000,000) and include coverage's for (i) Bodily Injury and Property Damage Liability, (ii) Products/Completed Operations (iii) Personal Injury Liability, and (iv) Contractual Liability covering the indemnification provisions of this Agreement.

(b) **Additional Insureds:** Each liability policy shall either name, add, or include as Additional Insured the following: Texas Motor Speedway, LLC; Speedway Children's Charities; Speedway Motorsports, LLC and their respective parent companies, subsidiaries, affiliates, shareholders, members, partners, chapters, officers, managers, directors, employees, and agents ("Additional Insureds").

(c) **Waiver of Subrogation:** The coverage as indicated in Commercial General Liability, Umbrella/Excess Liability, or any required coverages will waive all rights of recovery against the Additional Insureds and assigns of each.

(d) **Primary and non-contributory:** All insurance policies required will be primary and non-contributory to any insurance or self-insurance carried by any Additional Insured.

(e) **Certificates of Insurance:** On or before execution of this Agreement, I shall provide certificates of insurance to Texas Motor Speedway, LLC. as evidence that policies specified in this section providing the required coverage, conditions, and limits are in full force and effect.

(f) I agree to notify Texas Motor Speedway within two (2) days of receipt of cancellation notice should any of the above described policies cancel prior to the expiration date.

(g) The fulfillment of the insurance obligations hereunder, however, shall not otherwise relieve me of any liability assumed by me hereunder or in any way modify my indemnity obligations.

(h) The provisions of this section shall survive the expiration or termination of this Agreement.

(i) If, at any time during which my Cart is on the premises of Texas Motor Speedway, it is determined that such policy has been canceled or has expired or is otherwise not in full force and effect, it shall constitute a material breach of this Agreement and I agree that the Cart subject to this Agreement shall either be impounded or forced to leave the premises without ability to return. I agree to allow, and hereby permit, Texas Motor Speedway to call my insurance company and verify continuing coverage at any time. I understand that if I cancel any such policy after signing this Agreement during the term of this Agreement, it shall constitute fraud.

Indemnity. I AGREE TO ASSUME ALL RISKS INHERENT IN THE OPERATION AND USE OF THE CART AND SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD TEXAS MOTOR SPEEDWAY, LLC, SPEEDWAY MOTORSPORTS, LLC, SPEEDWAY CHILDREN'S CHARITIES, AND THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AS WELL AS THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CHAPTERS, SUCCESSORS AND ASSIGNS, AND EACH OF THEM HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, INJURIES, SUITS, ACTIONS, CAUSES OF ACTION, CHARGES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND COURT COSTS) AND LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY WHATSOEVER ARISING IN WHOLE OR PART FROM THE USE OF THE CART, WHETHER USED BY ME OR ANOTHER, TO THE EXTENT SUCH INJURY IS CAUSED IN PART OR IN WHOLE BY THE ACT, NEGLIGENCE, FAULT OR OMISSION OF ANY DUTY WITH RESPECT TO THE SAME BY ME, OR ANY PERSON TO WHOM I ALLOW TO RIDE ON OR DRIVE THE CART. I RECOGNIZE AND AGREE THAT INCLUDED IN THIS INDEMNITY CLAUSE, BUT NOT BY WAY OF LIMITATION, IS MY ASSUMPTION OF ANY AND ALL LIABILITY FOR INJURY, DISABILITY AND DEATH OF MYSELF OR ANY OTHER PERSON CAUSED BY THE OPERATION, USE, CONTROL, HANDLING, OR TRANSPORTATION OF THE CART, FOR WHICH I ASSUME FULL RESPONSIBILITY.

Governing Law and Jurisdiction. Any judicial proceeding brought with respect to this Agreement must be brought maintained and governed only in a court of competent jurisdiction in the County of Denton, State of Texas and, by execution and delivery of this Agreement, each party hereto (i) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum, and (iii) consent to personal jurisdiction in Texas.

Term. The Term of his Agreement extends from the date of execution until the time my Cart is removed from the premises of Texas Motor Speedway.

By signing, I understand and accept the rules and regulations set forth above, agree to the indemnity, and accept the risk of all losses, and understand that the Speedway is consenting to my use and operation of the cart on its premises based upon this instrument. This indemnity is in addition to, and does not supersede, any other waiver, release, assumption of risk, or indemnity agreement that I may have signed with Texas Motor Speedway.

2023 EVENT WEEKENDS

(Please check ALL events cart credential is needed)

April 1, 2023-April 2, 2023 (Rattlesnake 250 Craftsman Truck Series, Texas Indy 375 NTT Indycar Series)

September 23, 2023 – September 24, 2023 (Andy’s Frozen Custard 300 Xfinity Series, Autotrader Echopark Automotive 400)

Name of Applicant _____

Address _____ City, State, Zip _____

Daytime phone_(_____) _____ Fax_(_____) _____ Mobile phone_(_____) _____

Email Address _____ DL No. _____ State _____

Signature _____ Texas Motor Speedway Account No. _____

Texas Motor Speedway Campground: _____ Space No. _____

Cart Make	Type	Serial #	Color	Credential No.

FOR HANDICAP APPLICATIONS:

State Issued Placard Permit Number: _____

Name of Placard Holder (if different from Applicant): _____

Relationship to Placard Holder: _____

FOR BURNOUT ALLEY APPLICATIONS:

Burnout Alley Spot No. _____ Number of passes requested _____ (Max 2 per Spot)

ALL CART CREDENTIAL APPLICATIONS MUST BE ACCOMPANIED BY:

- 1. A color photograph of cart for which the credential is being requested**
- 2. Photocopy of Handicap Placard (Front and Back)**
- 3. Photocopy of Driver’s License**
- 4. Certificate of Insurance/Proof of Insurance**