

BRICKYARD VINTAGE RACING INVITATIONAL JUNE 12 – JUNE 17, 2018

GOLF CART

REQUIRED TO OPERATE GOLF CART -TYPE VEHICLES ON INDIANAPOLIS MOTOR SPEEDWAY (IMS) P ROPERTY

Registration Forms Must Be Submitted By June 6, 2018

STEP 1 – REQUIRED FOR ALL GOLF CART-TYPE VEHICLES: Please complete and return the following registration documents to IMS for both rentals and personally owned golf cars:

	IMS	Registration	Form -	- enclosed
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Certificate of Insurance (COI) – sample provided

COI must confirm a minimum of \$1,000,000 of general liability insurance coverage. All highlighted information on the sample COI must be completed on the submitted COI.

□ Consent and Liability Release Form – enclosed

Return to IMS signed by an authorized individual of the company.

Company legal name must match the insured name on the COI.

□ Payment –

\$25 permit fee per cart will be charged. Every vehicle is required to have a permit. Payment will be taken on site in Media Center.

STEP 2 – IF RENTING: Complete and return Salopek section of packet to Salopek (not to IMS)

- □ Salopek Agreement
- □ Certificate of Insurance (COI)

COI must confirm a minimum of \$1,000,000 of general liability insurance coverage. Certificate holder must match Salopek's requirements

Payment

Payment is due to Salopek before vehicle pick-up can occur. Payment details are provided on the Salopek agreement.

STEP 3 – Once all documents have been received and approved, IMS will send an email confirming successful registration and instructions for permit and vehicle pick-up.



IMS CREDENTIAL OFFICE GOLFCARTS@BRICKYARD.COM INDIANAPOLIS MOTOR SPEEDWAY 4790 W. 16TH STREET INDIANAPOLIS, IN 46222



INDIANAPOLIS MOTOR SPEEDWAY

GOLF CA RT AND UTILI TY CART RULES AND REGULATIONS

PLEASE OBEY TRAFFIC SIGNAGE, DIRECTIONS AND INSTRUCTIONS BY IMS SAFETY PATROL

BASIC RULES FOR OPERATION

- Pedestrians have the right of way
- Obey direction of safety patrol at all times
- □ Hand signals must be used as follows
 - For left turns, gesture to the left
 - For right turns, gesture to the right
 - To proceed straight, motion straight in front of you
- □ Obey golf cart seating limit, do NOT exceed stated capacity
- □ Refueling carts is not the responsibility of IMS
- □ Lights must be used at night
- Display official IMS-provided permit at all times when on IMS Property
- □ Must be 18 years or older to operate carts
- □ Use extreme caution when reversing
- □ Be courteous at all times.

PARKING

- □ Do not park in a manner that obstructs or interferes with pedestrian traffic or might do so in the foreseeable future.
- □ Avoid parking under grandstands or in pedestrian areas

RESTRICTED AREAS – Please stay clear of the following locations:

- □ Golf course and golf course paths
- Outside the premises of the Indianapolis motor speedway (including Georgetown rd.)
- Pagoda plaza
- Garage area

NOTE: It is illegal to operate golf carts on streets outside of IMS.

IMS IS NOT RESPONSIBLE FOR LOST OR STOLEN CARTS .

Apply the parking break and remove the key when not in use Unattended carts should be properly secured and locked

Violation of IMS rules and regulations will result in suspension of operating privileges.

Report all incidents involving golf carts to IMS guest services by calling pagoda command. report any incidents requiring medical attention to law enforcement officials immediately.

PAGODA COMMAND 317-492-5500



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GOLF CART STEP 1 - REGISTRATION FORM

PLEASE COMPLETE THIS FORM TO OPERATE BOTH P RIVATELY OWNED AND / OR RENTAL GOLF CART-TYPE VEHICLES AT THE INDIANAPOLIS MOTOR SPEEDWAY

Company/Team					
Address					
City	State	Zip Code			
Company/Team Contact					
Phone and Email					
If different than above please complete:					
Name of Person Picking Up Permit					
Cell PhoneAlternate PhoneEmail					
Note: Must be 18 years or older to operate carts on IMS property.					

RENTAL OR OWNED: Please check the appropriate box below. If providing privately-owned vehicles, be sure to specify the requested details.

- □ Rental____(quantity)
- □ Privately-owned (complete below)

MAKE AND MODEL	COLOR DESCRIPTION	SEATS	FLATBED
E-Z-GO FREEDOM	BLUE WITH TEAM LOGO ON SIDES	4	
YAMAHA ADVENTURER ONE	TAN WITH BLACK FLATBED	2	\checkmark
1.			
2.			
3.			
4.			
5.			

Note: suite holders are limited to two golf carts per suite.



IMS CREDENTIAL OFFICE GOLFCARTS@BRICKYARD.COM INDIANAPOLIS MOTOR SPEEDWAY 4790 W. 16TH STREET INDIANAPOLIS, IN 46222

INDYCAR Grand Prix & Indianapolis 500 Mile Race	
Brickyard Vintage Racing Invitational	
NASCAR Weekend at the Brickyard	
Red Bull Air Race	
Other	

2018 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 2018 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 (defined below) and including the risk 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 SEMPLOYEE, 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 SOFT HEY SEMPLOYEES, AGENTS, REPRESENTATIVES, OR GUESTS WILL HAVE ANY OF THE VOR 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 faci

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 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 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 and the the view of Golf Carts 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.

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 or depictions or depictions or depictions or depictions 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, licensee 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 here by grants to IMS and its successors and assigns anon-exclusive, perpetual licensee to use, and Licensee irrevocably consents to the use of, Licensee's rights of publicity for the purpose of promoting the Events and/or IMS and for the purpose of any other exploitation of the rights set for th above. 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. Licensee understands that it has no right to sell, transfer, or assign any of IMS's commercial rights to any person or entity.

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, Waiver, and Indemnity, shall be a federal or state court residing in Marion County, Indiana.

Non-Transferability and Revocation. 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 at IMS's sole discretion. LICENSEE UNDERSTANDS that false information given to obtain a golf cart sticker or misuse of a golf cart sticker (transferring, duplication, etc.) will result in revocation of all of Licensee's credentials and/or golf cart stickers. The issuance of current and future 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 <u>Consent, Indemnification & Liability Release Agreement</u> 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, PRIN	ED	TELEPHONE (INCLU	JDE AREA CODE)		
EMAIL ADDRESS	THIS IS A RELEASE - YOUR LEGAL RIGHTS ARE AFFECTED	DATE			
		FC	OR OFFICE USE ONLY		
SIGNATURE	(Authorized Representative or Officer of Licensee, on be	half of Licensee)			

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.





DATE (MM/DD/YYYY)

ACORD® C	ERTIF	FICATE OF LIA	BILIT	TY INS	URANC	E I	CUR	RENT DATE
ACORD® CERTIFICATE OF LIABILITY INSURANCE CURRENT DATE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
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			INSURER	E:				
			INSURER	RF:				
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THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SU	EQUIREMI PERTAIN ICH POLIC	ENT, TERM OR CONDITION , THE INSURANCE AFFOR CIES. LIMITS SHOWN MAY	I OF ANY DED BY	' CONTRAC ['] THE POLICI	T OR OTHER ES DESCRIB ED BY PAID (DOCUMENT WITH RESP ED HEREIN IS SUBJECT	ЕСТ ТО	WHICH THIS
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								
	The liability coverage set forth herein has been endorsed to include IMS Group as an additional insured. This coverage shall be primary and non-contributory as to any other coverage available to the IMS Group. This policy has been endorsed to include a waiver of subrogation.							

CERTIFICATE HOLDER	CANCELLATION			
INDIANAPOLIS MOTOR SPEEDWAY, LLC 4790 W. 16th Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Indiananalia, Indiana, 10000	AUTHORIZED REPRESENTATIVE			
Indianapolis, Indiana 46222	SIGNATURE REQUIRED			

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