



# INDIANAPOLIS MOTOR SPEEDWAY 2019 GOLF CART-SVRA REGISTRATION

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

**Registration Forms Must Be Submitted By Friday, August 2, 2019**

**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
- 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.  
The following language **must** be in the description line:

*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.*

- 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  
Please note, payment of the IMS permit fee is separate from the Salopek Rental fee.

**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.  
Please note, payment of the rental fee is separate from the IMS permit fee.

**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.**





# INDIANAPOLIS MOTOR SPEEDWAY 2019 GOLF CART-SVRA REGISTRATION FORM

PLEASE COMPLETE THIS FORM TO OPERATE BOTH PRIVATELY 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 Phone** \_\_\_\_\_ **Alternate Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**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	✓
1.			
2.			
3.			
4.			
5.			

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





# INDIANAPOLIS MOTOR SPEEDWAY

## GOLF CART AND UTILITY 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. Unregistered and uncredentialed golf carts will be impounded and not released until the proper credential has been obtained.
- ✓ 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**



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

2019 INDIANAPOLIS MOTOR SPEEDWAY

## CONSENT, INDEMNIFICATION & LIABILITY RELEASE AGREEMENT FOR USE OF GOLF CARTS (the "Agreement")

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 2019 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 risks 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 Properties, LLC, 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 EMPLOYEE, 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 NOR ANY OF LICENSEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR GUESTS WILL HAVE ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR 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 facility, an event, or other activity including but not limited to track owners, race promoters, racing associations, sanctioning and/or governing organizations, officials, track workers, volunteers, entrants, car owners, plane owners, drivers, pilots, pit/flight crew members, aircraft mechanics, safety crew members, medical personnel, sponsors, manufacturers, suppliers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area and/or participating in restricted activities.

**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 claim, including 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 Agreement 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 Agreement (including unsuccessful contentions that this release 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 harmless.

**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 held on the premises of the Speedway, the sole and exclusive right to commercially exploit such activities and events including all rights to all photographs, video reproductions, audio reproductions, films or motion pictures, radio or television broadcasts, and other reproductions or depictions of any such activities and 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, license 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 hereby grants to IMS and its successors and assigns a non-exclusive, perpetual license to use, and Licensee irrevocably consents to the use of, Licensee's rights of publicity for the purpose of promoting IMS and/or any activities and events at the Speedway and for the purpose of any other exploitation of the rights set forth 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 stickers 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 Agreement.

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

BY SIGNING BELOW, I certify that I carefully read and understand all of the provisions of the Agreement in English, consent to all such terms, and voluntarily sign this Agreement:

\_\_\_\_\_  
COMPANY LEGAL NAME (LICENSEE NAME) CORPORATE IDENTIFICATION NUMBER / TAX ID NUMBER

\_\_\_\_\_  
ADDRESS OF LICENSEE CITY STATE ZIP

\_\_\_\_\_  
NAME AND TITLE, PRINTED TELEPHONE (INCLUDE AREA CODE)

\_\_\_\_\_  
EMAIL ADDRESS DATE

**THIS IS A RELEASE - YOUR LEGAL RIGHTS ARE AFFECTED**

\_\_\_\_\_  
(Authorized Representative or Officer of Licensee, on behalf of Licensee)

FOR OFFICE USE ONLY

IMS may use information that you submit here, including your email address and other contact information, to provide you with direct-marketing communications from IMS or its affiliates/other third parties selected by IMS, including without limitation information regarding future IMS events, IMS products or services, and/or other related offerings. Such direct-marketing communications may include email messages, text messages, or other electronic or non-electronic forms of communication. YOU HAVE THE RIGHT TO OPT OUT of receiving any such communications by marking the checkbox.  I opt out of direct marketing communications.