



2018 IMSA WEATHERTECH ENTRY APPLICATION

FOR ENTRANTS IN THE WEATHERTECH SPORTSCAR CHAMPIONSHIP
IMSA FEBRUARY TEST
Sebring International Raceway
February 22-23, 2018

Please type or print legibly and complete all requested information.

IMSA OFFICE USE ONLY	
Date Received	_____
Payment Type	_____
Fee	_____
Approval Code	_____

The Applicant must hold a valid Entrant Membership/License (unless otherwise approved by IMSA) and this Application & Agreement must be completed and signed by the Entrant Representative.

WeatherTech SportsCar Championship Class: P GTLM GTD

Entrant Legal Name: _____

Team Name: _____

Event(s) Registering for: IMSA February Test - Entry Fee \$3,750

IMSA Assigned Car #: _____

Entrant Representative: _____ Member #: _____
(First Name) (Last Name)

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ E-mail: _____

Vehicle:

(Year) (Engine) or (Make) (Chassis) or (Model)

_____ I have included a check for the Entry Fee with this Agreement (made payable to: IMSA)

_____ I would like to pay by credit card

_____ I would like to pay by credit card *

*If paying by credit card, once IMSA receives this Entry Application, you will be contacted with information on how automatic credit card payments will be handled. This application will not be considered until full payment is received by IMSA and IMSA's receipt of such funds shall not constitute acceptance of this application.

AGREEMENT

In consideration for the opportunity to participate in the IMSA February Test ("Event") for the WeatherTech SportsCar Championship ("Championship") sanctioned by International Motor Sports Association, LLC ("IMSA") Entrant agrees to the following:

1. **FEE.** Entrant acknowledges and agrees that there are a limited number of entries available for the Event. Therefore, if IMSA approves this Entry Application, Entrant shall be obligated to pay the Entry Fee for the applicable class, listed in the application and attempt in good faith to compete in the Event to the best of their ability. If Entrant fails to participate in the Event, Entrant shall still be required to pay IMSA the Entry Fee for the missed Event.
2. **IMSA RULE BOOK.** Entrant agrees to abide by the IMSA Sporting Regulations (ISR), Series Supplementary Regulations (SSR), Technical Regulations and Event Supplementary Regulations (SR) and any provisional rules or bulletins published for the Event (collectively "RULES") as they may be amended from time to time and acknowledges that Entrant is not an employee of IMSA.
3. **ADVERTISING AND PROMOTION RELEASE.** WeatherTech, Patrón and IMSA, and the duly authorized licensees and assigns of each of them, may use, on a non-exclusive basis, Entrant's name, likeness and performance, including photographs, images and sounds of Entrant, any drivers, any crew members, and/or any vehicle(s) with respect to which Entrant competes in the Event, in any medium (including, but not limited to, broadcasts by and through television, cable television, radio, pay-per-view, closed-circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by IMSA, sales and other commercial projects) for promoting, advertising, or reporting any Championship Event, WeatherTech's and/or Patrón's participation in the Championship, IMSA and/or the Championship itself, or related telecast or programming, before, during and after such Event or Championship, and Entrant does hereby relinquish to WeatherTech, Patrón and IMSA, in perpetuity, all rights thereto for such purposes.
4. **COLLECTIVE USE.** Any race action image that depict(s) two (2) or more race vehicles and/or drivers and/or crew members in an IMSA Event setting as seen at track, may be used in any medium by team(s), driver(s), sponsor(s), licensee(s), and track(s), for advertising, marketing and promotional purposes of the parties' involvement in the sport even though it may include Entrant's likeness, provided that no implied or express personal endorsement of a product and/or service is created by any such use.
5. **BROADCAST AND OTHER RIGHTS.**
 - A. **Ownership.** Entrant acknowledges that IMSA exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by any means, process, medium or device (including, but not limited to, television, cable television, radio, pay-per-view, closed-circuit television, satellite signal, digital signal, film productions, audiotape productions, transmission over the Internet, public and private online services authorized by IMSA, and sales and other commercial projects), whether or not currently in existence, all film, audio, video, and/or photographic images, sounds and data (including but not limited to in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews, and timing and scoring information) arising from or during any IMSA Event ("Work" or "Works"), and that IMSA is and shall be the sole owner of any and all intellectual property rights (including, but not limited to, patents, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to these Works and in and to any other Works, copyrightable or otherwise, created from the images, sounds and data arising from or during any IMSA Event. In addition to the extent not already owned by IMSA, Entrant hereby assigns to IMSA exclusively and in perpetuity any and all rights set forth above. Entrant represents and warrants that as of the date of this Agreement, Entrant has not granted to any third party the rights described herein. Entrant agrees to take all steps reasonably necessary, and all steps requested by IMSA, to protect, perfect or effectuate IMSA's ownership or other interest in these rights. Entrant agrees not to take any action, nor cause others to take any action, nor enter into any third party agreement, which would contravene, diminish, encroach or infringe upon these IMSA rights. Entrant agrees to allow any and all equipment relating to audio and video transmissions, as well as timing and scoring information, including, but not limited to, size, location, weight, and use thereof as determined by IMSA, in or on the racing car for each Event, or a weighted device equal to the size, weight, and location of part or all of such equipment if the racing car is not selected to run part or all of such equipment, as determined by IMSA.
 - B. **License.** IMSA grants to Entrant the non-exclusive, non-transferable license to use the video and timing & scoring feeds and related data (e.g. pit in time, pit out time, etc.) provided by IMSA during the Event for internal use by Entrant for competition purposes only.
6. **DISPLAY OF BRANDING & ADVERTISEMENTS.** Entrant acknowledges and agrees that IMSA may refuse to permit, or it may restrict or assign the size and/or placement of all patches, decals, advertising logos, text or identification of entities, persons, and/or sponsors ("**Branding**") on the race car, team uniforms and/or fire suits during the Event, if IMSA determines in its sole discretion that such Branding is: (i) detrimental to the sport, IMSA, the Championship, Championship sponsors and/or Promoter for any reason, including but not limited to the public image of the sport and/or (ii) does not comply with the Branding terms and conditions set forth in the RULES as may be amended from time to time. Entrant agrees to accept IMSA's determination in this regard, and that all such determinations are subject to the RULES and are final and non-litigable.
7. **UNDERTAKING TO PROVIDE AGREEMENT AND RULES TO ALL DRIVER(S) AND TEAM SPONSORS.** Entrant covenants that it will provide a copy of the RULES to all team drivers, sponsors and put them on notice of all the provisions herein prior to the start of the Event.
8. **INDEMNIFICATION AND ATTORNEY'S FEES.** Entrant agrees that it is solely responsible for, and will defend, indemnify and hold harmless IMSA and its affiliates, (and the shareholders, directors, officers, agents, and employees of IMSA and of its affiliates) from any causes of action or damages, attorney's fees costs, losses, expenses, claims, demands, or liabilities, arising out of or in any way related to this Agreement.
9. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof. Entrant knowingly and voluntarily intends and agrees that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be Circuit Court of the Fifth Judicial Circuit, in and for Volusia County, Florida for state court claims, or the U.S. District Court, Middle District of Florida, Orlando Division for issues of diversity, or federal question. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto without. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.
10. **INTERPRETATION.** If there is a disagreement or dispute regarding the meaning or application of this Agreement or the RULES referenced herein, all such disagreements and disputes will be resolved by IMSA, in its sole discretion as the sanctioning body of the Championship. Entrant must exhaust all available administrative remedies prior to seeking judicial review over the disagreement or dispute of an application of this Agreement.

The undersigned below has read the foregoing terms, understands them, and agrees to such terms.

Signature of Entrant/Entrant Representative