



**FOR REFERENCE ONLY**, to apply please use the applicable series application link on the IMSACompetitors.com Encore portal or contact [registration@imsa.com](mailto:registration@imsa.com)

I hereby apply for a Michelin IMSA SportsCar Encore at Sebring ("Event") Membership / Credential to permit my participation in IMSA sanctioned activity as An Entrant Representative r, including but not limited to competition races, qualifying, testing, practices for the Event from November 8, 2018 to November 12, 2018. In consideration for such rights, I agree to the following:

- 1. RELEASE AND WAIVER OF LIABILITY PERSONAL INJURY, PROPRERTY AND INDEMNITY.** I acknowledge that I have read, understood and voluntarily executed the ENCORE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT as part of this application.
- 2. SCOPE OF PERMISSION:** I understand that an Encore Credential solely permits me to enter the track premises, the garage and the pit and pit lane area at the Event in accordance with the rules and procedures for access as they may be established by IMSA from time-to-time. IMSA may require that I carry certain identification, be accompanied by certain individuals, depart such areas, take certain actions, or refrain from taking certain actions, and I agree to abide by IMSA's directives in that regard.
- 3. IMSA RULE BOOK.** I will make myself familiar with the current IMSA Rules for the Event, and I agree to abide by such rules as they may be amended from time to time.
- 4. NO TRANSFER.** I understand that if approved, the Encore Credential is personal to me, that I may not transfer or give it to any other person or entity, that any attempt to transfer, lend, or permit any other person or entity to use my Encore Credential may result in a fine imposed by IMSA of not less than Five Hundred Dollars (\$500) and suspension or revocation of my Membership/Credential. In addition, I agree to INDEMNIFY IMSA and all related parties for any damages arising in connection with such unauthorized transfer, lending, or use.
- 5. ADVERTISING & PROMOTION RELEASE.** IMSA, its duly authorized agents and assigns, may use, on a non-exclusive basis, my name, likeness and performance, including photographs, images and sounds of me and/or any vehicle(s) which I compete in the Event, in any way, medium or material (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, and sales and other commercial projects, and the like) for promoting, advertising, or reporting Events, or related telecast or programming before, during and after such Event and I do hereby relinquish to IMSA in perpetuity all rights for such purpose.
- 6. BROADCAST AND OTHER RIGHTS.** I acknowledge 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, transmissions over the Internet, public and private online services authorized by IMSA, sales and other commercial projects, and the like), 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, during, or in connection with the Event ("Work(s)") 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 the Work(s) and in and to any other Work(s), copyrightable or otherwise created from the images, sounds and data arising from, during or in connection with the Event. In addition to the extent not already

owned by IMSA, I hereby assign to IMSA exclusively and in perpetuity any and all rights set forth above. I represent and warrant that as of the date of this Agreement, I have not granted to any third party the rights described herein. I agree 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. I agree 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.

7. NO AGENCY OR EMPLOYEE RELATIONSHIP. I certify that I am not an agent or employee of IMSA and that I will not become an agent or employee of IMSA as a result of IMSA's approval of my application. I further certify that, with respect to any activities in which I engage in as a member of IMSA, I am either an independent contractor or an employee of another person or entity. Therefore, I assume all responsibility either by myself or my employer, for any charges, record keeping, premiums and taxes, if any, payable on any funds I may receive as a result of my activities as an IMSA member, including but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes.