



DY Enterprises, LLC

PO Box 121 Waco, KY 40385

Corporate Office: 859-893-7627 [www.ultimatesupers.com](http://www.ultimatesupers.com)

## 2024 Annual Membership Application

*This application must be filled out **completely** and signed where noted. A membership application is not complete until this form is returned, along with payment and the signed "2024 ULTIMATE SUPER LATE MODEL Series Adult or Minor Waiver and Release, Express Assumption of the Risk, Indemnity and Voluntary Consent Agreement." Membership is not granted or effective until it is accepted and issued by ULTIMATE SUPER LATE MODEL Series in its discretion.*

**MEMBERSHIP FEES:** Please check all that apply. \_\_\_\_\_ Super Late Model Membership (\$100)

Optional \$100,000 in participant accident medical insurance: \_\_\_\_\_ Driver (+\$70) \_\_\_\_\_ Crew (+\$70/each)

Total Amount Included: \$ \_\_\_\_\_

Checks to be made to whom: \_\_\_\_\_ Tax ID/SSN \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Driver Name: \_\_\_\_\_ Rookie: Y / N Car #: \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Email Address \_\_\_\_\_ Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

### Emergency Contact Information

Contact Name: \_\_\_\_\_ Relationship to Driver: \_\_\_\_\_ Phone: \_\_\_\_\_

Do you have insurance that would cover you if you were injured at a race? Y / N Company: \_\_\_\_\_

**\*\*Please note we send updates and information by email only on a weekly basis. BE sure to fill in a CURRENT email address.**

*Please mail application, payment to "DY Enterprises" to the corporate mailing address listed at the top of this form.*

IN ADDITION TO THIS "2024 ANNUAL MEMBERSHIP APPLICATION," I HAVE READ, COMPLETED, AND SIGNED (IN THE PRESENCE OF A LICENSED NOTARY PUBLIC) THE "2024 ULTIMATE SUPER LATE MODEL SERIES ADULT [OR MINOR] WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT," AND I ACKNOWLEDGE AND UNDERSTAND THAT I AM RESPONSIBLE TO READ, UNDERSTAND AND ABIDE BY ALL ULTIMATE RULES, REGULATIONS AND GUIDELINES THAT HAVE BEEN ISSUED BY ULTIMATE, AND WHICH MAY FROM TIME TO TIME BE ISSUED OR AMENDED.

\_\_\_\_\_  
PRINT LEGAL NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT PARENT/GUARDIAN NAME  
(IF NECESSARY)

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN  
(IF NECESSARY)

\_\_\_\_\_  
DATE OF BIRTH

### FOR OFFICE USE ONLY:

Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_ Membership Number: \_\_\_\_\_

**2024 ADULT RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND  
VOLUNTARY CONSENT AGREEMENT**

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate in any and all motor vehicle racing series and events sanctioned, promoted, and/or operated by the DY ENTERPRISES, LLC doing business as the ULTIMATE SUPER LATE MODEL Series, any regional ULTIMATE sanctioning body, and/or any ULTIMATE Touring series or events (hereinafter collectively "ULTIMATE") at any and all facilities throughout the country during the 2024 season (January 1, 2024 through December 31, 2024) and any and all affiliated activities including, without limitation, driving, racing, training, learning, practicing, competing, maintaining vehicles, observing and spectating, or for any other purpose (hereinafter collectively "EVENTS") and/or IN CONSIDERATION OF my ability to enter into or upon any RESTRICTED AREA (hereinafter defined as including, but not limited to, the racing track and surface, pit areas, infield, paddock and garage areas, grandstand areas, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENTS are or will be taking place) in connection with the EVENTS. The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively "UNDERSIGNED") hereby:

1. **INSPECTION**: Acknowledges, agrees and represents that immediately upon entering any RESTRICTED AREA, the UNDERSIGNED shall and shall continuously thereafter, inspect every area of the RESTRICTED AREA which the UNDERSIGNED enters, and the UNDERSIGNED further agrees and warrants that, if at any time, the UNDERSIGNED is in or about any part of the RESTRICTED AREA and feels anything to be unsafe, the UNDERSIGNED will immediately advise a representative, employee or agent of ULTIMATE and the owner or operator of the RESTRICTED AREA of such, and if necessary will leave the RESTRICTED AREA and/or refuse to participate in the EVENTS.
2. **WAIVER AND RELEASE**: Hereby **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** ULTIMATE, the operators, organizers, sponsors, and hosts of the EVENTS, officials, rescue personnel, the track and facility and location owners, lessors, lessees, inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the track, facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, affiliated organizations and entities, and all other persons or entities participating or involved in the EVENTS (hereinafter collectively "RELEASEES"), FROM ALL LIABILITY to the UNDERSIGNED for any and all loss or damage and any claim or demands therefore on account of INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH of the UNDERSIGNED arising out of or related to the UNDERSIGNED's participation in any way in the EVENTS and/or the UNDERSIGNED's presence in or upon the RESTRICTED AREA where the EVENTS are or will be taking place, even that caused by the ordinary NEGLIGENCE of the RELEASEES (hereinafter "LIABILITY"). The LIABILITY encompasses, but is not limited to, active or passive conduct, ordinary NEGLIGENCE RESCUE EFFORTS, and ordinary NEGLIGENCE enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning the ordinary NEGLIGENCE selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the EVENTS.
3. **MEDICAL CONSENT AND RELEASE**: Hereby specifically **AUTHORIZES AND CONSENTS TO RELEASEES** providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the EVENTS or during the UNDERSIGNED's presence in or upon the premises, facilities, and locations where the EVENTS are or will be taking place. UNDERSIGNED expressly **WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS** from and against any and all LIABILITY arising therefrom.
4. **EXPRESS ASSUMPTION OF RISK**: Hereby acknowledges that the ACTIVITIES are **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE**. This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the EVENTS, which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, other persons, and natural or manmade objects. The EVENTS will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels of equipment and UNDERSIGNED expressly assumes the risks associated with mixed and varying skill levels and varying equipment. **RELEASING PARTY** also acknowledges that there may be undefined and presently unknown risks and dangers associated with the EVENTS, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the RELEASEES. This includes the potential ordinary NEGLIGENCE in the implementation or enforcement of (or the failure to implement or enforce) any rules, regulation or guidelines related to the EVENTS and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the EVENTS. UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown. The UNDERSIGNED, also expressly acknowledges that injuries received may be compounded or increased by ordinary **NEGLIGENCE RESCUE OPERATIONS OR PROCEDURES** of the RELEASEES or others.
5. **INDEMNITY AND HOLD HARMLESS**: Hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES and each of them from any loss, liability, damage or cost (including attorneys' fees and court costs) they may incur arising out of or related to the UNDERSIGNED's presence in or upon the RESTRICTED AREA where the events are or will be taking place, whether caused by the ordinary NEGLIGENCE of the RELEASEES or otherwise. UNDERSIGNED also hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by UNDERSIGNED during or in connection with UNDERSIGNED's participation in the EVENTS, and/or arising out of UNDERSIGNED's improper, tortious, and/or criminal conduct.
6. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION**: Fully acknowledges and understands that participation in the EVENTS will involve physical and strenuous activity and dangerous and changing circumstances and conditions. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous inherent risks and potential dangers associated with the EVENTS, including the **RISK OF BEING INVOLVED IN AN ACCIDENT, CRASH OR COLLISION AND SUFFERING SEVERE PERSONAL INJURY OR DEATH**. UNDERSIGNED acknowledges that he or she has been informed that his or her **PERSONAL SAFETY CANNOT BE GUARANTEED**. UNDERSIGNED acknowledges that his or her participation in the EVENTS is completely voluntary, and he or she believes that the potential benefits of participation outweigh the risks and danger associated with the EVENTS. UNDERSIGNED acknowledges that he or she has been able to ask questions regarding the EVENTS, and that all questions have been answered to his or her satisfaction.

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