

RELEASE AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY AND SIGN AS INDICATED

In consideration of this Competitor License, which will authorize me to have access to certain Rolling Thunder Modified Series official sanctioned events and race track premises, including certain restricted areas, spectator viewing and parking areas, and all other areas requiring a ticket or credential for admission (in each instance, the "Track"), I agree to the following conditions:

1. Advertising and Promotion Release and Assignment.

I understand and agree for myself and each third party I represent the Rolling Thunder Modified Series exclusively and in perpetuity owns, in connection with any and all Rolling Thunder Modified Series, official sanctioned functions and activities at a Track, including without limitation, promotions, open tests, practices, qualifications, races and award ceremonies as well as in connection with any and all other Rolling Thunder Modified Series, events, (collectively, the "Event"), any and all rights to commercially exploit such event and Rolling Thunder Modified Series, including all rights to all photographs, video reproductions, audio reproductions, films or still and/or motion pictures, images, sounds, data (including without limitation in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews and timing and scoring information), radio and television broadcasts and other reproductions or depictions of any such event or any portion thereof, including without limitation pictures, images and sound of me and/or any vehicle(s) relating to my participation in the event, alone or with others, through any and all media whether now known or hereafter discovered, and to copyright, reproduce, distribute, display, perform, sell, license, and otherwise dispose of the same for any purpose whatsoever, including the advertising and exploitation thereof, and together with alterations and derivative works of each of the above.

I hereby assign to the Rolling Thunder Modified Series, exclusively and in perpetuity any and all rights described herein. I hereby grant to the Rolling Thunder Modified Series, a non-exclusive, perpetual license to use my rights of publicity for the purpose of promoting the event and Rolling Thunder Modified Series. I represent and warrant to the Rolling Thunder Modified Series, that as of the date of this Agreement, I have not granted any third party the rights described herein. I agree to take all steps reasonably necessary, and all steps requested by the Rolling Thunder Modified Series, to protect, perfect or effectuate the Rolling Thunder Modified Series, ownership and other interest in these rights. Without limiting the foregoing rights of the Rolling Thunder Modified Series, I agree that the Rolling Thunder Modified Series may assign or sublicense these rights to the promoter of an event ("Event Promoter") and the members, successors, affiliates, and assigns of Rolling Thunder Modified Series. 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 Rolling Thunder Modified rights.

Further, I agree that I will not reproduce, sell or otherwise use or exploit any photograph, film, video, audio, depiction or reproduction of the Track or the Rolling Thunder Modified Series, or the Event Promoter's trademarks, name, events or other property, or assist another party in doing any of the foregoing, without Rolling Thunder Modified Series, and the Event Promoter's prior written consent.

2. Consent and Liability Release.

I understand that my presence on the premises of the Track and my participation in the Event can expose me to dangers both from known risk and unanticipated risk. Acknowledging that such risk exists, I, for myself, my heirs, personal representatives and assigns, hereby release, discharge and hold harmless the Rolling Thunder Modified Series, the Event Promoter, Track owner and/or licensee, and race participants, and their officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates from any and all claims or liability for personal injury, including death, or property damage I may suffer while on the premises of the Track or in any way resulting from, arising in connection with, or related to the Event, including, but not limited to, any claims arising out of any condition of the premises of the Track or the conduct of any person in connection with the preparation for, supervision of, or conduct of any Event or Event-related activity. I specifically release the Rolling Thunder Modified Series, the Event Promoter, Track owner and/or licensee, and race participants, and their officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates, for the negligence, in any form, of Rolling Thunder Modified Series, and/or the Event Promoter and/or Track owner and/or licensee and/or race participants and/or the officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates of the Rolling Thunder Modified Series, the Event Promoter, Track owner and/or licensee, or race participants (collectively, "Released Parties"). In signing this release,

I FULLY RECOGNIZE THAT IF I AM HURT AND/OR MY PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE TRACK AND/OR IN CONNECTION WITH THE EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MY DEATH, INJURY OR DAMAGE.

The term "race participant" shall include any person or entity along with their representatives, agents, employees, and affiliates that are in any way associated or connected with the Track or Event including but not limited to track owners, race promoters, racing associations, sanctioning organizations, officials, entrants, car owners, drivers, pit crew members, safety crew members, medical personnel, sponsors, manufacturers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area.

3. Indemnification

I agree to indemnify and hold harmless the Rolling Thunder Modified Series, the Event Promoter, Track owner and/or licensee, and/or race participants, together with the officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates of Rolling Thunder Modified Series, the Event Promoter, Track owner and/or licensee, and/or race participants, for all lawsuits, claims, damages, costs and attorneys' fees which arise out of my presence on the premises of the Track and/or my violation or my representative's violation of any provision of this Agreement, including, but not limited to, the transfer or attempted transfer of my license. This provision will apply regardless of whether or not the lawsuit, claim, damages, costs and/or attorneys' fees arise out of the negligence of any of the indemnities. As I am releasing any claim my family, guardian, representative and/or estate might wish to make by reason of my injury or death, this indemnity provision shall specifically apply to such actions on my behalf and/or any such actions resulting from my injury or death.

4. Medical Release. I understand that the Rolling Thunder Modified Series may require me to complete a medical history form and/or complete and pass a medical examination as prescribed by the Rolling Thunder Modified Series, to determine my physical and psychological fitness to receive a license and to submit to random, unannounced drug testing if requested. I further understand that I am required to notify medical personnel at any time during the race season if I take, or am prescribed to take, any drugs or medication (whether or not prescription drugs or medication) and/or if I am diagnosed with any medical condition. I hereby agree to waive any and all claims regarding such testing, including without limitation claims of invasion of privacy and/or breach of confidentiality of information relating to testing and testing results.

5. Membership and Licensing. I fully understand that by signing this form that I have read and agree to follow all rules in the 2010 Rolling Thunder Modified Series Official Rulebook and all technical communications issued by Rolling Thunder Modified Series in 2010.

Please mail these registration forms along with payment to the following address:

Silverhawk Motorsports LLC
PO Box 41
Lewisville, PA 19351-0041

Signature: _____

Printed Name: _____ Date Signed: _____

Team # _____

Cash _____ Check No. _____ Amount Paid _____

If the driver is a minor we must have the minor portion of the application filled out.

2010 TEAM LICENSE APPLICATION

(Driver Portion)

Full Legal Name: _____

_____-_____-_____
Social Security No.

Street Address: _____

City/State/Zip Code: _____

Email Address: _____

Cell Phone # () _____

Home Phone :() _____ Business Phone () _____

Male Female

Spouse's Name _____ Fax # () _____

(Please Check One)

Registration Fees: \$300 Annual: \$30 per Race

All Drivers, Crew Chief, Crew Member or Spotter licenses per team are as follows:

1st license \$30	2nd license \$30	3 rd license \$30	4 th license \$30
5 th license \$5	6 th license \$20	7 th license \$20	8 th license \$20
9 th license and above Free			

Please fill in the Owners information regarding payment of Purse/Awards and Tax information:

Owner/Team Name _____

SS# or Fed. ID. No: _____

Address: _____ City: _____ State: ___ Zip _____:

Owner signature: Phone # _____: Cell Phone: _____

Work Phone _____ Email _____

I hereby apply to the Rolling Thunder Modified Series for a 2010 Competitor License as specified on this application. I understand that if this 2010 Competitor License Application ("Application") is accepted by Rolling Thunder Modified Series, this Application, including the Release and Indemnity Agreement enclosed as part of this Application, will become a binding agreement between the Rolling Thunder Modifieds and Me ("Agreement"). I acknowledge that I have been informed that a copy of the 2010 Rolling Thunder Modified Series Rule Book ("Rules") is available on the series web site and is incorporated herein by reference and also becomes a part of the Agreement, I will read the Rules and I agree to abide by the Rules. I understand that my license is not transferable and may be suspended or revoked by Rolling Thunder Modified Series, pursuant to the Rules. I also agree that the Agreement, including my license, interpretation or application of the Rules and/or interpretation or application of the Release and Indemnity Agreement is governed by Delaware law. The exclusive jurisdiction as to any action that involves the Agreement, including my license, interpretation or application of the Rules, and/or interpretation or application of the Release and Indemnity Agreement shall be a federal or state court residing in New Castle County, Delaware.

I understand the Rolling Thunder Modified Series, may require me to provide an official government-issued photo identification containing date of birth at any time. I understand that in the event that I am under 18 years old as of the date of this Agreement, I shall be required to submit a fully executed Minor's Consent and Liability Release with my Application. I agree that in the event my Application is approved by the Rolling Thunder Modified Series, the resulting agreement will create an independent contractor relationship with the Rolling Thunder Modified Series, I acknowledge and assume all responsibility 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 Rolling Thunder Modified Series, member including, but not limited to, social security taxes, unemployment insurance taxes, workers compensation insurance, income taxes and withholding taxes. I hereby apply to Rolling Thunder Modified Series for a Competitor License and enclose the required fee payable to Rolling Thunder Modified Series. I understand that my Competitor License expires on December 31, 2010.

I further understand that my Competitor License is the property of Rolling Thunder Modified Series and in the event of a disciplinary action by Rolling Thunder Modified Series or a determination by Rolling Thunder Modified Series, that I have violated this Agreement or any of the Rules, including but not limited to, a determination by Rolling Thunder Modified Series, that I have provided false, incomplete or misleading information, it must be surrendered upon demand by Rolling Thunder Modified Series in Rolling Thunder Modified Series, discretion.

2010 Medical Information Form

This form needs to be filled out completely and submitted with the rest of RTM registration: Full Legal Name:

First Middle Last

Street Address: _____ City _____ State _____ Zip _____

Spouses Name: _____ Spouses Contact Number _____

Membership (Please check One) Owner _____ Driver _____ Crew Member _____

Date of Birth: _____/_____/_____ Male _____ Female _____

Blood Type/RH Factor _____

Do you currently wear Contact Lenses/Dentures Etc? _____

Are you currently under a Physicians Care? Yes _____ No _____ if yes, list reason: _____

Are you allergic to any medications: Yes _____ No _____ If yes, please list:

List any medications that you are currently taking:

Family Physicians (Name) _____ Phone (____) _____

In Case of Emergency Contact (____) _____ Phone (____) _____

Insurance Company _____

Policy Number _____

This medical information will help facilitate your care should you become ill or injured while away from home. This information is held in confidence and will be shared with health care professionals only in emergencies.

I certify that the information supplied by me on this form is true and correct.

Signature: _____ Date signed: _____

ROLLING THUNDER MODIFIED SERIES 2010 MINOR'S CONSENT AND LIABILITY RELEASE

TO BE READ AND SIGNED BY PARENT/LEGAL GUARDIAN BEFORE MINOR CHILD IS ISSUED LICENSE AND/OR CREDENTIALS FOR PARTICIPATION IN AND/OR ACCESS TO THE PREMISES OF AN ROLLING THUNDER MODIFIED SERIES EVENT, INCLUDING CERTAIN RESTRICTED AREAS.

On behalf of the minor child, I request ("Rolling Thunder Modified Series") and/or the promoter of the Rolling Thunder Modified Series racing event ("Event Promoter") to permit the minor child to participate in any way in the Events and/or provide the minor child with credentials, which will authorize said minor to have access to certain Rolling Thunder Modified Series event race track premises, including certain restricted areas, spectator viewing and parking areas, and all other areas requiring a ticket or credential for admission (in each instance, the "Track"). In consideration for the granting of this privilege, I, the undersigned parent/legal guardian, for I, the minor child, and the heirs, assign and personal representatives of said minor do hereby agree to the following conditions.

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1. I AGREE that the privileges extended to the minor child WILL EXPIRE ON DECEMBER 31, 2010, WILL NOT BE TRANSFERRED TO ANOTHER AND CAN BE REVOKED at any time and for any reason which Rolling Thunder Modified Series and/or the Event Promoter determines in its discretion to be desirable, including, but not limited to, improper attire, misconduct, or misuse of any privilege granted to said minor.

2. I UNDERSTAND AND AGREE on behalf of the minor child, any employer of said minor and/or each third party said minor represents, that the Rolling Thunder Modified Series exclusively and in perpetuity owns, in connection with any and all Rolling Thunder Modified Series official sanctioned functions and activities at a Track, including without limitation, promotions, open tests, practices, qualifications, races and award ceremonies as well as in connection with any and all other Rolling Thunder Modified Series events (collectively, the "Event"), any and all rights to commercially exploit such Event and ASA/USAR/PASS including all rights to all photographs, video reproductions, audio reproductions, films or still and/or motion pictures, images, sounds, data (including without limitation in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews and timing and scoring information), radio and television broadcasts and other reproductions or depictions of any such Event or any portion thereof, including without limitation pictures, images and sound of said minor and/or any vehicle(s) relating to my participation in the Event, alone or with others, through any and all media whether now known or hereafter discovered, and to copyright, reproduce, distribute, display, perform, sell, license and 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.

I agree that said minor hereby assigns to Rolling Thunder Modified Series exclusively and in perpetuity any and all rights set forth above. I agree that said minor represents and warrants to Rolling Thunder Modified Series that as of the date of this Agreement, said minor has not granted any third party the rights described herein. I agree that said minor will take all steps reasonably necessary, and all steps requested by Rolling Thunder Modified Series, to protect, perfect or effectuate Rolling Thunder Modified Series ownership and other interest in these rights. Without limiting the foregoing rights of Rolling Thunder Modified Series, I agree that Rolling Thunder Modified Series may assign or sublicense these rights to the Event Promoter and the members, successors, affiliates, and assigns of Rolling Thunder Modified Series. I agree that said minor not take any action, nor cause others to take any action, nor enter into any third party agreement which would contravene, encroach or infringe upon these Rolling Thunder Modified Series rights. I agree that said minor will not reproduce, sell or otherwise use or exploit any photograph, film, video, audio, depiction or reproduction of the Track or Rolling Thunder Modified Series or the Event Promoter's trademarks, name, events or other property, or assist another party in doing any of the foregoing, without Rolling Thunder Modified Series and the Event Promoter's prior written consent.

3. I UNDERSTAND that the minor child's presence on the premises of the Track can expose said minor to dangers both from known risk and unanticipated risk. Acknowledging that such risk exists, I, for myself and on behalf of said minor, hereby release, discharge and hold harmless, Rolling Thunder Modified Series, the Event Promoter, Track owner and/or licensee, and race participants, and their officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates, from any and all claims or liability for personal injury, including death, or property damage said minor may suffer while on the premises of the Track, or in any way resulting from, arising in connection with, or related to the Event, including, but not limited to, any claims arising out of any condition of the premises of the Track or the conduct of any person in connection with the preparation for, supervision of, or conduct of any Event or Event-related activity. I specifically release for myself and on behalf of said minor, Rolling Thunder Modified Series, the Event Promoter, Track owner and/or licensee and race participants, and their officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates, for the negligence, in any form, of Rolling Thunder Modified Series and/or the Event Promoter and/or Track owner and/or licensee and/or race participants and/or the officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates of Rolling Thunder Modified Series, the Event Promoter, Track owner and/or licensee or race participants (collectively, "Released Parties").

In signing this release,

I FULLY RECOGNIZE THAT IF THE MINOR CHILD IS HURT AND/OR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE TRACK AND/OR IN CONNECTION WITH THE EVENT, SAID MINOR WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED SAID MINOR'S DEATH, INJURY OR DAMAGE.

The term "race participant" shall include any person or entity along with their representatives, agents, employees, and affiliates that are in any way associated or connected with the Track or Event including but not limited to track owners, race promoters, racing associations, sanctioning organizations, officials, entrants, car owners, drivers, pit crew members, safety crew members, medical personnel, sponsors, manufacturers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area.

4. I AGREE to indemnify and hold harmless Rolling Thunder Modified Series, the Event Promoter, Track owner and/or licensee and/or race participants, together with the officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates of Rolling Thunder Modified Series, the Event Promoter, Track owner and/or licensee and/or race participants, for all lawsuits, claims, damages, costs and attorneys' fees which arise out of the minor child's presence on the premises of the Track and/or my violation or my representative's violation of any provision of this Minor's Consent and Liability Release, including, but not limited to, the transfer or attempted transfer of this credential without the written permission of Rolling Thunder Modified Series. This provision will apply regardless of whether or not the lawsuit, claim, damages, costs and/or attorneys' fees arises out of the negligence of any of the Indemnities. As I am releasing any claim the minor child's family, guardian, representative and/or estate might wish to make by reason of the minor child's injury or death, this indemnity provision shall specifically apply to such actions and any action in any way arising out of the minor child's injury or death.

ROLLING THUNDER MODIFIED SERIES 2010 MINOR'S CONSENT AND LIABILITY RELEASE

5. I UNDERSTAND that Rolling Thunder Modified Series may require the minor child to complete a medical history form and/or complete and pass a medical examination as prescribed by Rolling Thunder Modified Series to determine the minor child's physical and psychological fitness to participate in the Events and/or receive a credential if requested. I hereby agree to waive for myself and on behalf of said minor any and all claims regarding such testing, including without limitation claims of invasion of privacy and/or breach of confidentiality of information relating to testing and testing results.

6. I AGREE that this Minor's Consent and Liability Release is governed by Delaware law and its interpretation is subject to the exclusive jurisdiction of a court in New Castle County, Delaware.

7. READ! YOUR AND THE MINOR CHILD'S LEGAL RIGHTS ARE AFFECTED.

Printed Name of Parent/Legal Guardian_____

Signature of Parent/Legal Guardian_____

Date Signed_____

Printed Name of Witness_____

Signature of Witness_____

Date Signed_____

Name of Minor Participant_____

ACKNOWLEDGMENT OF MINOR CHILD (MINOR CHILD AGE 10 OR OLDER)

I acknowledge that I have obtained my parent/legal guardian's consent to enter and participate in the Events and to access restricted areas of the Track for a Rolling Thunder Modified Series event. I understand that my participation in the Events and/or presence in restricted areas are very dangerous and involve my risk of serious injury or death. I accept and assume all such risk and acknowledge the above parent/legal guardian's right to sign the Minor's Consent and Liability Release on my behalf.

I have read the above assumption of risk acknowledgment, along with the Minor's Consent and Liability Release, understand what I have read, and voluntarily sign this Acknowledgment:

Printed Name of Minor Participant_____

Signature of Minor Participant_____

Date Signed_____

Printed Name of Witness_____

Signature of Witness_____

Date Signed_____

LET'S RACE!