

2020  
**BAPS MOTOR SPEEDWAY PUSH & TOW TRUCK VOLUNTEER APPLICATION**

Check One: \_\_\_\_\_ Tow Truck (3 passes per event)  
                  \_\_\_\_\_ Push Truck (2 passes per event)

Name (Last,First,Middle) \_\_\_\_\_  
Address (Street/Postal) \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

Telephone (Cell) \_\_\_\_\_ (Home) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Make & Color of vehicle used: \_\_\_\_\_

Are you over 18 years of age and can provide proof if necessary? Yes / No

Driver's license number # \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**ALL DRIVERS MUST BE AT LEAST 18 YEARS OF AGE WITH A VALID DRIVER LICENSE**

To be eligible the ENTIRE form must be completed.

I certify that all information I have provided in order to apply for and secure push truck or tow truck driver privileges is true, complete and correct. I understand that any information provided by me that is found to be false, incomplete or misrepresented in any respect, will be sufficient cause to (1) cancel further consideration of this application, or (2) immediately withdraw the privileges from the speedway's service, whenever it is discovered.

I understand that the speedway management does not unlawfully discriminate on this application and is used for the purpose of limiting or excusing any applicant from consideration for push truck or tow truck driver status privileges on the basis prohibited by applicable local, state or federal law. If I am given the applied privileges, I understand that I am free to stop at any time, with or without cause and without prior notice, and the speedway management reserves the same right to withdraw my privileges at any time, with or without just cause and without prior notice, except as may be required by law. Termination can be by phone, text, oral, or written communication.

This application does not constitute an agreement or contract for privileges for any specified period or definite duration. I understand that no representative of the speedway is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by the speedway's owners. BAPS Motor Speedway and its management is not responsible for any damage that may occur to my personal property while on the property of BAPS Motor Speedway. I hold them harmless from any and all claims that may occur. I hereby assume all risks associated with my participation as a volunteer at the Speedway. I have read and understand and agree with the Release on the back side of this application. I understand that I must sign and accept content of this Release every time I sign in at the Speedway.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENTS. I certify that I have read, fully understand and accept all terms of the foregoing statements and agree to follow all rules set forth by BAPS Motor Speedway management.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Please return this completed form by mail or email a copy of your form to be approved and placed on the push/tow truck list. A copy of your current drivers license must be included.

BAPS Motor Speedway  
690 York Road York Haven, PA 17370  
Kgouse@bapsmotorspeedway.com



**2020**  
**BAPS MOTOR SPEEDWAY**  
**VOLUNTEER WAIVER & RELEASE OF LIABILITY**

In return for being permitted to participate in BAPS Motor Speedway volunteer activities and related events, the undersigned Volunteer releases and agrees not to sue Susquehanna Speedway, Inc., dba BAPS Motor Speedway (herein after referred to as BAPS Motor Speedway) or its owner, officers, directors, employees, sub-contractors, sponsors, agents and all affiliates from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in any volunteer activities wherever, whenever, or however the same may occur.

I understand and agree that BAPS Motor Speedway is not responsible for any injury or property damage arising out of any volunteer activities, even if caused by their ordinary negligence or otherwise. I understand that participation in volunteer activities involve certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the volunteer activities with knowledge of the danger involved and I agree to accept all risks of participation. I also agree to indemnify and hold harmless BAPS Motor Speedway for all claims arising out of my participation in volunteer activities. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which volunteer activities take place and agree that if any portion of this Waiver and Release is invalid, the remainder will continue in full legal force and effect.

I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in volunteer activities. I also understand that this document is a contract that grants certain rights to and eliminates the liability of BAPS Motor Speedway.

Signature of Volunteer: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_



# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

## ALL SECTIONS MUST BE COMPLETED.

PRINT NAME HERE

SIGN NAME HERE

DUTIES

I HAVE READ THIS RELEASE

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SIGNATURE AND TITLE OF WITNESS

ADDRESS OF WITNESS