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## APPLICATION FOR 2022 SPECIAL EVENT MEDIA CREDENTIALS

### DIRT CUP – JUNE 23, 24, 25 / SUMMER NATIONALS – JULY 22, 23 / WORLD OF OUTLAWS – SEPTEMBER 1, 2, 3

This media credential application is for \_\_\_\_\_\_, on \_\_\_\_\_\_, on \_\_\_\_\_\_ 2022. The Media Credential will grant access to the infield area and victory lane and is valid for the pass holder only. Deadline is \_\_\_\_\_\_, 2022.

#### <u>Please note</u> this is only the specified event(s) listed above.

- No blank passes will be issued.
- No guest or assistant passes issued.

• Passes will be issued to applicants subject to their Media Organization or Publication signing the SKAGIT SPEEDWAY Accreditation Terms and Conditions attached to this form. Passes cannot be issued without the attached form fully completed.

• The SKAGIT SPEEDWAY Media Credentials Terms & Conditions include (but are not limited to) the provision that any stories produced and/or still images taken at each event will only be used for bona fide media publications and activities, and to promote SKAGIT SPEEDWAY and the events taking place at SKAGIT SPEEDWAY. If at any point Skagit Speedway suspects that any applicant is present SOLEY for resale and/or commercial purposes, rather than for media and promotion, the applicant's application may be immediately suspended or revoked.

• Every credentialed media member must sign in at the Pit Gate window every night. Photographers will be given a "photo vest" on the first event night attended. Please keep your vest and return it on the last day. If vest is not returned, there will be a \$25 fee upon your next application.

• Photo's are to be provided to SKAGIT SPEEDWAY, full resolution, without Watermark. Credit will be issued when used. Photos should be provided in one of these manners – CD, Thumb Drive, SD Card. Your photos could/will be used for advertising, marketing and promotion. Your photo's will not be given, sold or distributed to anyone outside of the track for their personal use.

• No media outlets will be permitted to utilize GoPro or similar cameras on any cars or fixed locations at the track without prior written consent.

#### <u>Please return this completed application form with the following documentation to SKAGIT SPEEDWAY via the email</u> address, or mailing address provided.

### <u>Photographers applying for accreditation must be associated with a reputable publication as determined in the</u> <u>reasonable direction of SKAGIT SPEEDWAY.</u>

**PLEASE NOTE:** Submission of this application does not grant acceptance of your application. SKAGIT SPEEDWAY reserves the right to deny any application submitted. SKAGIT SPEEDWAY reserves the right, from time to time, to amend the rules, guidelines and requirements applicable to media members applying and receiving credentials.

Should you require any further information, please contact us.

Skagit Speedway (360) 724-3567 SkagitSocialmedia@gmail.com



OFFICE USE RECV'D \_\_\_\_\_

## APPLICATION FOR 2022 SPECIAL EVENT MEDIA CREDENTIALS

| EVENT APPLIED FOR:                       |              |       |
|--|--------------|-------|
| NAME:                                    |              |       |
| MAILING ADDRESS:                         |              |       |
| CITY:                                    | _STATE:      | _ZIP: |
| EMAIL:                                   |              |       |
| MOBILE#:                                 |              |       |
| Journalist Photographer                  | Videographer | Radio |
| Media Organization/Publication:          |              |       |
| Website:                                 |              |       |
| Name of Editor:                          |              |       |
| Phone:                                   |              |       |
| What do you do with your photos?         |              |       |
| (sell post to Facebook?)                 |              |       |
| Facebook Page name:                      |              |       |
| Notable events you have published for:   |              |       |
| Notable events you have provided media f | or:          |       |
|  |              |       |

### <u>2022 SPECIAL EVENT DATES</u> DIRT CUP – JUNE 23, 24, 25 / SUMMER NATIONALS – JULY 22, 23 WORLD OF OUTLAWS – SEPTEMBER 1, 2,3

**PLEASE NOTE:** Submission of this application does not grant acceptance of your application. Skagit Speedway reserves the right to deny any application submitted. Skagit Speedway reserves the right, from time to time, to amend the rules, guidelines and requirements applicable to media members applying and receiving credentials.



# 2022 SPECIAL EVENT - Media Accreditation Terms & Conditions with Waiver and Release, Express Assumption of Risk, and Indemnity Agreement

All media accreditation is issued by SKAGIT SPEEDWAY in the form of either a Media Pass or a Temporary Media Pass (the *"Pass"*) and is subject to acceptance of the following terms and conditions. All successful applicants (each an *"Accredited Party"*) and each individual nominated by an Accredited Party to hold a Pass (each a *"Pass Holder"*) and each person receiving a credential to enter the SKAGIT SPEEDWAY premises and attend events and activities on the premises accept and agree to abide by the following:

Each Pass shall be used solely for the Pass Holder of the Accredited Party, and it cannot be transferred or assigned to any other person or entity.

At all times, SKAGIT SPEEDWAY retains the sole and absolute discretion to determine whether or not to approve an application for a Pass or designate any entity or person as an Accredited Party or Pass Holder for any of the events and activities taking place at SKAGIT SPEEDWAY (collectively, the "*Events*").

Transfer, assignment or misuse of the Pass shall be cause for suspension or revocation in SKAGIT SPEEDWAY sole and absolute discretion. SKAGIT SPEEDWAY takes no responsibility for, and the Accredited Party and Pass Holder agree to indemnify SKAGIT SPEEDWAY against all liability resulting from, any third party claims or third party personal injury, death, damage or loss of any kind suffered or sustained by any third party using the Pass without the express written permission of SKAGIT SPEEDWAY.

The Pass remains the property of SKAGIT SPEEDWAY, and may be withdrawn by SKAGIT SPEEDWAY at any time. SKAGIT SPEEDWAY reserves the right to refuse any person access to any area at the Events at any time. Access to SKAGIT SPEEDWAY and the Events, and receipt of a Pass by an Accredited Party and Pass Holder, are privileges and not rights. These terms and conditions may be amended, modified, and updated by SKAGIT SPEEDWAY from time to time in its discretion. The Accredited Party and Pass Holder agree to become and remain familiar with the terms and conditions as they may be amended, modified. The Accredited Party and Pass Holder understand that it may request copies of all current terms and conditions any time from SKAGIT SPEEDWAY, and SKAGIT SPEEDWAY shall make the current terms and conditions available upon reasonable request. The Accredited Party and Pass Holder acknowledge that it/he/she was offered a copy of this agreement.

The Accredited Party and the Pass Holder acknowledge that the nature of motor racing involves inherent risks and dangers to persons attending the Events, and acknowledge that they have been warned that in attending the Events there is the possibility of an accident causing injury, death or property damage. The Accredited Party and Pass Holder EXPRESSLY ASSUME ALL RISKS AND DANGERS associated with the Events, its/his/her presence on the premises of SKAGIT SPEEDWAY, and its/his/her participation in the Events in any capacity whatsoever, which include, but are not limited to, the risk of being struck by vehicles, objects, or equipment and/or making contact with or colliding with other participants, spectators, other persons, equipment and natural or manmade objects, and encountering fire and other chemicals. The Events will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels of equipment, and the Accredited Party and Pass Holder expressly assume the risks associated with mixed and varying skill levels and varying equipment. The Accredited Party and Pass Holder also acknowledge 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 NEGLIGENCE of the Associated Bodies (defined below). This includes the potential 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.

The Accredited Party and the Pass Holder hereby expressly assume all such risks and dangers whether presently known or unknown. The Accredited Party and Pass Holder, also expressly acknowledge that injuries received may be compounded or increased by NEGLIGENT RESCUE OPERATIONS AND the Accredited Party and the Pass Holder agree to WAIVER AND RELEASE, AND COVENANT NOT TO SUE, SKAGIT SPEEDWAY, the promoters, all race team, drivers, and crew members participating in the Events, other Accredited Parties and Pass Holders, landowners and lessees, and other organizations connected to the Events and their directors, members, officers, employees, officials, agents, representatives and contractors (together, the *"Associated Bodies"*) for any PERSONAL INJURY, DEATH, DAMAGE, OR LOSS OF ANY KIND (collectively, *"Liability"*) that the Accredited Party or Pass Holder may suffer or sustain as a result of and in connection with its presence at the Events, his or her use of the Pass, or his or her participation in the Events in any capacity whatsoever, even if the Liability is caused by the NEGLIGENCE of the Associated Bodies. The Accredited Party and Pass Holder understand and accept that the Liability encompasses, but is not limited to, active or passive conduct, ordinary NEGLIGENT RESCUE EFFORTS, and ordinary NEGLIGENT enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, Liability location, or service related to the Events.

The Accredited Party and Pass Holder specifically AUTHORIZES AND CONSENTS TO the Associated Bodies 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 the Events or during their presence in or upon the premises. The Accredited Party and Pass Holder expressly WAIVE AND RELEASE AND AGREE TO HOLD RELEASEES HARMLESS from and against any and all Liability arising there from.

The Accredited Party also INDEMNIFIES the Associated Bodies against any damages and losses suffered by the Associated Bodies (including attorneys fees and court costs) arising from any claim by, or liability to, a third party for personal injury, death, damage or loss of any kind suffered or sustained by that third party as a result of the Accredited Party's presence on the premises of SKAGIT SPEEDWAY or the Accredited Party's conduct at the Events, including, without limitation, his or her NEGLIGENCE.

No individual or entity, including the Accredited Party and Pass Holder, may reproduce, store in a retrieval system, or transmit the official timing, results or other data relating to the Events in any form or by any electronic, mechanical, photocopying, recording, or broadcasting means or otherwise without the prior express written permission of SKAGIT SPEEDWAY, except for reproduction by local, national or international press in regular publications on sale to the public or accessible on their corresponding authorized Internet sites. The determination of which members of the press are so permitted shall be in the sole and absolute discretion of SKAGIT SPEEDWAY.

No person shall make or use sound recordings or radio broadcasts and/or take moving picture images of the Events without the prior express written permission of SKAGIT SPEEDWAY.

With a Pass, the Accredited Party and the Pass Holder may take still photographic images solely for customary editorial use in the print media (and their corresponding authorized Internet sites), and will be responsible for obtaining all necessary third party consents, releases, and/or assignments, as well as the prior express written permission of SKAGIT SPEEDWAY, for any non-editorial or commercial use of these still photographic images. The Accredited Party and the Pass Holder acknowledge and agree, and will do all things necessary to ensure, that any intellectual property rights in photographic images taken at the Events will vest in, and remain the property of, SKAGIT SPEEDWAY on creation.

### Signed for and on behalf of;

Media Organization / Publication / Agency (the "Accredited Party"), by its duly authorized officer, Editor or equivalent.

### Print full name, date and signed by, Individual "Pass Holder"

| NAME (PASS HOLDER) | DATE: |
|--------------------|-------|
| SIGN (PASS HOLDER) | DATE: |