

Member Group:	<input type="checkbox"/> Champions Tour	<input type="checkbox"/> Silver Series	<input type="checkbox"/> Empire State Pullers	<input type="checkbox"/> Mid Florida Pullers
	<input type="checkbox"/> New York Tractor Pullers Association	<input type="checkbox"/> Atlantic Pro Pullers	<input type="checkbox"/> Mid-West Region	<input type="checkbox"/> Badger State Tractor Pullers
	<input type="checkbox"/> Nebraska Bush Pullers	<input type="checkbox"/> Western Series	<input type="checkbox"/> Mid-South Pullers Association	
	<input type="checkbox"/> Xcaliber Pullers	<input type="checkbox"/> Ohio State Tractor Pullers Association		
Class:	<input type="checkbox"/> Limited Pro Diesel Trucks (3.0)	<input type="checkbox"/> Light Modified Tractors	<input type="checkbox"/> 95 Pro Farm Tractors	<input type="checkbox"/> Light Pro Tractors
	<input type="checkbox"/> Pro Stock Diesel Trucks (3.6)	<input type="checkbox"/> Modified Tractor	<input type="checkbox"/> 85 Limited Pro Stock Tractors	<input type="checkbox"/> Hot Farm Tractors
	<input type="checkbox"/> Super Stock Diesel Truck	<input type="checkbox"/> Super Modified Tractor	<input type="checkbox"/> Heavy Super Stock Tractors	<input type="checkbox"/> Super Farm Tractor
	<input type="checkbox"/> Pro Stock 4x4 Truck	<input type="checkbox"/> Mini Rod Tractors	<input type="checkbox"/> Light Weight Super Stock Tractor	<input type="checkbox"/> Pro Stock Tractor
	<input type="checkbox"/> Super Stock 4x4 Truck	<input type="checkbox"/> Hot Rod Semi's	<input type="checkbox"/> 95 Limited Pro Tractor (4.1)	<input type="checkbox"/> 5.0 Pro Stock Tractor
	<input type="checkbox"/> M4WD Truck	<input type="checkbox"/> Pro Stock Semi's	<input type="checkbox"/> UL Super Stock Tractors	
	<input type="checkbox"/> SM2WD Truck	<input type="checkbox"/> Super Modified 4WD Trucks	<input type="checkbox"/> Light Limited Super Stock Tractors	
Other_____				

**Primary Driver Name** \_\_\_\_\_ **Email** \_\_\_\_\_ **Phone** \_\_\_\_\_  
**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_  
**Emergency Contact 1** \_\_\_\_\_ **Phone #** \_\_\_\_\_  
**Emergency Contact 2** \_\_\_\_\_ **Phone #** \_\_\_\_\_

Additional Driver Name \_\_\_\_\_ Email \_\_\_\_\_ Phone \_\_\_\_\_

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

Emergency Contact 1 \_\_\_\_\_ Phone # \_\_\_\_\_

Emergency Contact 2 \_\_\_\_\_ Phone # \_\_\_\_\_

**Early deadline on/or before March 1, 2026**

<b>PPL Regular Membership</b>	- # of Driver's _____ x \$325 = \$ _____	<b>(Both of these must be paid to be a member of PPL)</b>
	- # of Vehicle's _____ x \$325 = \$ _____	
<b>The below options are in addition to the PPL Regular membership above</b>		
<b>Western Series &amp; Midwest Region 3.0/LPDT) Points</b>	- # of Vehicle's _____ x \$125 = \$ _____	<b>This is in addition to the Regular membership.</b> (This qualifies a vehicle for Western Series or LPDT Midwest Region Points)
<b>Silver Series Membership</b>	- # of Vehicle's _____ x \$250 = \$ _____	<b>This is in addition to the Regular membership.</b> (Limited & Light Pro Stock Tractors & Pro Stock Diesel Trucks only)
<b>Champions Tour Membership</b>	- # of Vehicle's _____ x \$600 = \$ _____	<b>This is in addition to the Regular membership.</b> (SM2WD, PM4WD, LWSS, ULSS, 10 PRO, HRS, SMT, SF, SSD-Trucks & Mini Rods)
<b>Total Amount due = \$ _____</b>		

**After March 1, 2025, Regular Membership (Cannot sign up for Silver Series or Champion Tour points after March 1<sup>st</sup>)**

<b>Regular Membership</b>	– # of Driver's _____ x \$425 = \$ _____ - # of Vehicle's _____ x \$425 = \$ _____	<b>(Both of these must be paid to be a member of PPL)</b>
<b>The below options are in addition to the PPL Regular membership above</b>		
<b>Western Series &amp; Midwest Region (3.0/LPDT) Points</b>	- # of Vehicle's _____ x \$200 = \$ _____ <b>Total Amount due = \$ _____</b>	<b>This is in addition to the Regular membership.</b> (This qualifies a vehicle for Western Series or LPDT Midwest Region Points)

**Make Check Payable to:**  
Pro Pulling League  
PO Box 409  
Sellersburg, IN 47172

Date \_\_\_\_\_

BY SIGNING THIS AGREEMENT, I AFFIRM THAT (1) I HAVE READ AND UNDERSTAND BOTH THE MEMBERSHIP TERMS AND CONDITIONS (THE "MEMBER TERMS") ATTACHED HERETO AS SCHEDULE 1 AND THE LICENSE TERMS AND CONDITIONS (THE "LICENSE TERMS") ATTACHED HERETO AS SCHEDULE 2, EACH OF WHICH ARE INCORPORATED HEREIN BY REFERENCE; AND (2) I FULLY COMPREHEND SUCH MEMBER TERMS AND LICENSE TERMS. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL PPL AND IHRA RULES, WHICH ARE INCORPORATED HEREIN BY REFERENCE, AND AGREE TO BE BOUND THEREBY. THE PPL AND IHRA RULES, THE MEMBER TERMS, AND THE LICENSE TERMS REMAIN SUBJECT TO REVISION BY PPL IN ITS SOLE AND ABSOLUTE DISCRETION, AND SUCH REVISIONS WILL BE POSTED ONLINE. I UNDERSTAND THAT I, ON BEHALF OF MYSELF AND THE RELEASORS, AM WAIVING SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE AND THE RIGHT TO A JURY TRIAL. I ACKNOWLEDGE THAT I AM EXECUTING / SIGNING THIS MEMBERSHIP & LICENSE FORM FREELY AND VOLUNTARILY, WITH THE INTENT THAT SUCH ACCEPTANCE CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**IF A MINOR APPLICANT, PLEASE LEGIBLY AND CAREFULLY COMPLETE ALL PAGES OF THIS APPLICATION INCLUDING THIS SIGNATURE PAGE.**

BY SIGNING THIS APPLICATION INCLUDING THE MEMBER TERMS AND THE LICENSE TERMS (COLLECTIVELY, THE "AGREEMENT"), THE APPLICANT'S PARENTS OR LEGAL GUARDIANS (THE "GUARDIANS") AFFIRM, ON BEHALF OF THEMSELVES AND THE APPLICANT, THAT (1) GUARDIANS HAVE READ AND UNDERSTAND BOTH THE MEMBERSHIP TERMS AND CONDITIONS (THE "MEMBER TERMS") ATTACHED HERETO AS SCHEDULE 1 AND THE LICENSE TERMS AND CONDITIONS (THE "LICENSE TERMS") ATTACHED HERETO AS SCHEDULE 2, EACH OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AND (2) GUARDIANS FULLY COMPREHEND SUCH MEMBER TERMS AND LICENSE TERMS. GUARDIANS FURTHER ACKNOWLEDGE THAT, ON BEHALF OF THEMSELVES AND THE APPLICANT, THAT GUARDIANS HAVE READ AND UNDERSTAND ALL RULES (AS DEFINED IN THE MEMBER TERMS AND LICENSE TERMS), WHICH ARE INCORPORATED HEREIN BY REFERENCE, AND AGREE TO BE BOUND THEREBY. THE RULES, THE MEMBER TERMS, AND THE LICENSE TERMS REMAIN SUBJECT TO REVISION BY PRO PULLING LEAGUE, LLC ("PPL") IN ITS SOLE AND ABSOLUTE DISCRETION, AND SUCH REVISIONS WILL BE POSTED ONLINE. GUARDIANS UNDERSTAND THAT THE APPLICANT, GUARDIANS, AND THE RELEASORS ARE WAIVING SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE AND THE RIGHT TO A JURY TRIAL. GUARDIANS ACKNOWLEDGE THAT THEY ARE EXECUTING/SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITH THE INTENT THAT SUCH ACCEPTANCE CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Guardians represent and warrant that Guardians (i) are the parents or legal guardians of the Applicant; (ii) are of legal age and freely signing this Agreement without any inducement or assurance of any nature; and (iii) have read this Agreement in its entirety and understand that, by signing this Agreement, Guardians are giving up certain legal rights and remedies on behalf of themselves and the Applicant. Guardians agree that this Agreement is binding on both Guardians and the Applicant. In the event that only one Guardian executes this Agreement, such Guardian represents and warrants that they have sole custody and full legal authority to execute this Agreement, and agrees to indemnify, defend, and hold harmless PPL and Cuttell Motorsports, LLC dba IHRA ("IHRA") from and against any and all liabilities, claims, damages, causes of action, costs and expenses of any kind arising out of or in connection to any assertion by the non-signing Guardian, parent, or other individual regarding absence or lack of consent.

For the avoidance of doubt, all references to "Member" or "you" in the Member Terms or to "Driver" in the License Terms shall be deemed to include the Guardians and the Applicant.

**Printed name of Minor Applicant:** \_\_\_\_\_

**Minor Applicant Signature:** \_\_\_\_\_

**Guardian #1:** I have read this Agreement and understand its contents and intend to be legally bound hereby.

Signature: \_\_\_\_\_

Name (print full name): \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

☐ I represent that I have sole legal custody or am the sole parent/guardian.

**Guardian #2:** I have read this Agreement and understand its contents and intend to be legally bound hereby.

Signature: \_\_\_\_\_

Name (print full name): \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

A notary public verifies only the identity of the individuals who have signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of : \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and Sworn to (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary

## Schedule 1

### **MEMBERSHIP TERMS AND CONDITIONS**

These Membership Terms and Conditions (“Terms and Conditions”) are a legally binding agreement between you (“Member” or “you”) and Pro Pulling League, LLC (“PPL”) and, as applicable, its subsidiaries, affiliates, and related entities (“Affiliates”).

1. **ACCEPTANCE OF TERMS.** By enrolling in the Membership Program (“Program”), Member acknowledges they have read, understood, and agree to be bound by the Terms and Conditions set forth herein. These Terms and Conditions apply to: (i) all categories of membership in the Program and (ii) any participation in or attendance at a PPL event or related activities, including as a driver, on-track participant, fan, and spectator.

2. **RULES.** Member acknowledges that these Terms and Conditions are subject and subordinate to and limited by all applicable rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations, directives of PPL and Cuttell Motorsports, LLC, dba IHRA (“IHRA”), and any other agreements and arrangements to which PPL or IHRA is (or after the date hereof may become) subject or by which PPL, IHRA or their assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended, or modified from time to time (collectively, the “Rules”). The Rules are subject to revision by PPL or IHRA, as applicable, in their sole and absolute discretion at such times as may be deemed necessary by PPL or IHRA. Member agrees to comply with all applicable Rules and will not commit any act or omission that will conflict with the Rules.

3. **MEMBERSHIP ELIGIBILITY & BENEFITS.**

a. **Eligibility.** Membership is open to individuals who meet the age and other eligibility criteria specified by PPL. Member agrees that membership may be denied, withheld, or non-renewed at any time by PPL in its discretion.

b. **Benefits.** Membership entitles you to various membership benefits, which may include, but are not limited to, ticket discounts, magazine subscriptions, and other exclusive offers. PPL reserves the right to modify, add, or remove benefits at any time at its sole discretion. Membership benefits are subject to change without prior notice and may vary based on membership level or other eligibility criteria.

c. **Non-Transferable.** The PPL membership and associated benefits are personal to the Member to whom it is issued and are strictly non-transferrable. Member may not assign, sell, loan, or otherwise transfer membership (or any associated benefits) to any other individual or entity.

d. **Revocation by PPL.** PPL retains the right to revoke a membership at any time in its reasonable discretion. Reasons for revocation may include, but are not limited to (i) breach of these Terms and Conditions; (ii) breach of any other Rule; and (iii) any conduct by the Member that PPL deems to be detrimental to the integrity, reputation, or operations of PPL, its events, or the Program.

4. **CODE OF CONDUCT.** Members are expected to conduct themselves in a respectful and sportsmanlike manner at all PPL events. PPL reserves the right to suspend or revoke membership for behavior deemed inappropriate, unlawful, or in violation of venue policies.

5. **ASSUMPTION OF RISK.** A Member who (i) participates in a racing event (as a driver or other on-track participant) or (ii) attends a racing event as a spectator, fan, visitor, or otherwise, understands and acknowledges that there are certain risks involved, including, but not limited to, concussion, serious injury, death or permanent disability, contact or collision with other persons, vehicles, or objects, head injury, spine injury, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, contusions, strains, sprains, fractures, verbal abuse, loss and/or damage to sight, loss and/or damage to teeth, loss and/or damage to hearing, paralysis, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. The foregoing risks may arise from, among other things, high-speed driving, collisions, mechanical failures, track conditions, and the actions of the drivers. Member acknowledges and agrees that he or she is voluntarily participating in such activities or attending such events with the knowledge of the dangers involved and agrees to assume and accept all risks of such participation or attendance.

6. **RELEASE OF LIABILITY; INDEMNIFICATION.** In exchange for membership in the Program, Member, on behalf of themselves and each of the other Releasors (as defined below), hereby releases and agrees not to sue PPL, IHRA, any racing track or facility designated as a PPL or IHRA “Member Track” or “Track Partner” (collectively, the “Member Tracks”), any Affiliate of PPL or IHRA, and each of the employees, officers, directors, direct and indirect owners, subcontractors, sponsors, business partners and agents

of each of the foregoing entities, and all other participants, operators, vendors, agencies, sponsors, advertisers, and owners and lessees of premises used in connection with or related to participation in the Program (collectively, the “Releasees”) from or for, as applicable, all present and future liabilities, claims, and causes of action of any kind, whether at law or in equity, that may be made by Member or the Member’s family, estate, heirs, or assigns (collectively, the “Releasors”) arising in any way as a result of or in connection with Member’s participation in the Program or associated activities, attendance at a PPL event or associated activities, participation in an PPL event or associated activities, or use of any membership benefits, including but not limited to actions for property damage, personal injury, or wrongful death. Member understands and agrees that the Releasees are not responsible for any death, injury, or property damage arising out of participation in the Program, EVEN IF CAUSED BY THEIR OWN NEGLIGENCE. Member also agrees to defend, indemnify, and hold harmless Releasees for all liabilities, claims, damages, causes of action, costs, and expenses of any kind arising out of or in connection with Member’s participation in the Program, participation in a PPL event, attendance at an PPL event, or any and all related activities. Member understands that this release and indemnification is intended to be as broad and inclusive as permitted by the laws in which the event or activity is taking place and agrees that if any portion of these Terms and Conditions is invalid, the remainder will continue in full force and legal effect.

7. **INTELLECTUAL PROPERTY MARKS.** Member acknowledges and agrees that PPL exclusively and in perpetuity owns and controls any and all rights to videotape, broadcast, telecast, film, exhibit, distribute, photograph, exploit, record, print, or otherwise reproduce, and any and all rights to authorize others to do so, any film, audio, depiction, audiovisual, video, image, statistic, data (of any kind), photo, or sound arising from, related to, membership in the Program or any PPL event (the “Works”) in any manner whatsoever, alone or in composite and/or conjunction with other materials, in any and all media, whether now known or hereafter devised (“Media”), in or by any manner, method, or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters, and things incident to or arising out of all or any of the foregoing, including, without limitation, for any and all commercial purposes, including for purposes of advertising and promoting PPL. Member hereby grants to PPL and the other Releasees the exclusive, perpetual, royalty-free, irrevocable, fully paid-up, worldwide right to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform, and make any other uses of Member’s image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material, and other indicia and attributes of Member, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via, or through any and all Media, in connection with, related to, or for any purpose of: (i) any of the rights to the Works described in the foregoing paragraph; (ii) any advertising, promotion, publicity, operation, or exploitation of Releasors or an event; and (iii) on the PPL website in connection with any postings of rosters, scorings, or racing stories.

8. **NO USE OF PPL MARKS.** Member shall have no right to use any of the PPL Marks (as defined below) for any purpose whatsoever without the prior written approval of the Releasees in each instance, such approval to be granted or withheld in the Releasees’ sole discretion after a formal request process has been initiated by Member. For the purposes of these Terms and Conditions, “PPL Marks” means the logos, trademarks, and other indicia of origin owned by PPL and its Affiliates, including the event(s) name and logo and any indicia adopted for commercial purposes by PPL or any of its Affiliates. Member acknowledges and agrees that all right, title, and interest in and to the PPL Marks belong to PPL. Member agrees that the PPL Marks possess a special, unique, and extraordinary character that makes the assessment of the monetary damages that would be sustained by their unauthorized use difficult. Notwithstanding anything to the contrary herein, unauthorized use of any PPL Marks would cause irreparable injury, and injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in such an event. Such remedy shall not be exclusive of other legal remedies. Member recognizes that the great value and goodwill associated with the PPL Marks belong to PPL and that such marks have acquired secondary meaning.

9. **TERMINATION & MODIFICATIONS.** PPL reserves the right to modify, suspend, or terminate the Program, or any aspect thereof, at any time. Members will be notified of significant changes. Continued participation after modifications constitutes acceptance of the revised Terms and Conditions. Membership in the Program is subject to these Terms and Conditions, which may be updated from time to time by PPL in PPL’s sole discretion.

10. **SEVERABILITY; ENTIRE AGREEMENT.** Member acknowledges that these Terms and Conditions are intended to be as broad and inclusive as is permitted by law and that if any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. These Terms and Conditions constitute the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous oral or written agreements, representations, or understandings. These Terms and Conditions govern membership in the Program, including, without limitation, participation in and attendance of racing-related events, as well as related policies, standards, and guidelines.

11. **GOVERNING LAW & DISPUTE RESOLUTION.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law provisions other than those that would permit the application of Ohio law. Any dispute, claim, or controversy of any nature arising out of or relating to these Terms and Conditions shall be resolved through binding arbitration in accordance with the Federal Arbitration Act to the exclusion of any other Federal, state, or municipal law of arbitration administered by the American Arbitration Association by a sole arbitrator or in small claims court. The results, judgements, and/or awards rendered through any such arbitration shall be final and binding and may be entered in any court of competent jurisdiction.

12. **WAIVER OF JURY TRIAL.** PPL AND MEMBER ON BEHALF OF ITSELF AND THE OTHER RELEASORS IRREVOCABLE AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, THE USE OF A COMPETITION VEHICLE, MEMBER'S PARTICIPATION IN THE PROGRAM OR ANY RACING EVENTS (INCLUDING PPL EVENTS AND EVENTS HELD AT PPL TRACKS), MEMBER'S ATTENDANCE AT ANY RACING EVENT (INCLUDING PPL EVENTS AND EVENTS HELD AT PPL TRACKS), AND ANY AND ALL RELATED ACTIVITIES. MEMBER CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF PPL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT PPL WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) IT HAS DECIDED TO ENTER INTO THESE TERMS AND CONDITIONS IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

BY ENROLLING IN THE PROGRAM OR PARTICIPATING IN OR ATTENDANCE AT ANY RELATED PPL EVENTS OR ACTIVITIES, MEMBER AGREES TO ABIDE BY THESE TERMS AND CONDITIONS, WHICH MAY BE POSTED ON THE PPL WEBSITE OR PRESENTED DURING THE MEMBERSHIP REGISTRATION PROCESS.

## Schedule 2

### **LICENSE TERMS AND CONDITIONS**

These License Terms and Conditions (these “**Terms**”) are entered into by and between Pro Pulling League, LLC (“**PPL**”) and the individual applying for, accepting, or using a competition driver’s license (the “**Driver**”), regarding the terms and conditions for obtaining and maintaining a competition driver’s license (“**License**”) issued by PPL. By applying for, accepting, or using the License, the Driver agrees to comply with these Terms and all other Rules (defined below).

#### **1. License Terms.**

a. Non-Transferable. The License is personal to the Driver to whom it is issued and is strictly non-transferrable. The License may not be assigned, sold, lent, or otherwise transferred to any other individual or entity.

b. Revocation by PPL. PPL retains the right to revoke the License at any time in its reasonable discretion. Reasons for revocation may include, but are not limited to (i) breach of these Terms; (ii) breach of any other Rule; and (iii) any conduct by the Driver that PPL deems to be detrimental to the integrity, reputation, or operations of PPL or its events.

c. Rules. The License and these Terms are subject and subordinate to and limited by all applicable Rules. “**Rules**” means (i) the rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations and directives of PPL and Cuttell Motorsports, LLC, dba IHRA (“**IHRA**”) ; and (ii) any other agreements and arrangements to which PPL or IHRA is (or after the date hereof may become) subject or by which PPL, IHRA or their assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended, or modified from time to time. The Rules are subject to revision by PPL or IHRA, as applicable, in their sole and absolute discretion at such times as may be deemed necessary by PPL or IHRA. Driver will comply with all applicable Rules and will not commit any act or omission that will conflict with the Rules.

2. **Inspection**. Rules may require certain minimum specifications for vehicles used in competition (“**Competition Vehicles**”), and PPL may, in its sole discretion, inspect Competition Vehicles to determine compliance with such requirements. Driver acknowledges and agrees that any such inspection (i) is undertaken for the limited purpose of allowing PPL to determine whether the Competition Vehicle, at the time of inspection, appears to comply with the Rules, as this is a requirement for the vehicle being allowed to operate at PPL or PPL-member track events (including, but not limited to, private test sessions); (ii) does not constitute a certification for use at any location other than a PPL or PPL-member track; (iii) does not constitute a warranty or guaranty of any kind, including without limitation, a warranty or guarantee that the Competition Vehicle, is free of defects, latent or otherwise, that the Competition Vehicle is fit for any particular purpose, or that the vehicle as finally constituted is or will be safe to operate. DRIVER ACKNOWLEDGES AND AGREES THAT THEY ARE NOT RELYING UPON THE PPL INSPECTION FOR A DETERMINATION OF THE SAFETY OR EFFICACY OF THE VEHICLE FOR USE.

3. **Assumption of Risk**. By obtaining a License and participating in racing or racing related events or activities, Driver understands and acknowledges that there are certain risks involved, including, but not limited to, concussion, serious injury, death or permanent disability, contact or collision with other persons, vehicles or objects, head injury, spine injury, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, contusions, strains, sprains, fractures, verbal abuse, loss and/or damage to sight, loss and/or damage to teeth, loss and/or damage to hearing, paralysis, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. The foregoing risks may arise from, among other things, high-speed driving, collisions, mechanical failures, track conditions, and the actions of other participants. Driver acknowledges and agrees that he or she is voluntarily participating in such activities with the knowledge of the dangers involved and agrees to assume and accept all risks of such participation.

#### **4. Release, Waiver, Indemnification.**

a. In return for being allowed to obtain and maintain a License, Driver, on behalf of itself and each of the other Releasees (as defined below), hereby releases and agrees not to sue PPL, IHRA and each of their respective affiliates and employees, officers, directors, direct and indirect owners, sub-contractors, sponsors, business partners and agents, and all other participants, operators, vendors, agencies, sponsors, advertisers, and owners and lessees of premises used in connection with or related to any racing related event or activity (collectively, the “**Releasees**”) from or for, as applicable, all present and future liabilities, claims and causes of action of any kind, whether at law or in equity, that may be made by the Driver, the Driver’s family, estate, heirs or assigns (collectively, the “**Releasees**”) arising in any way as a result of or in connection with the License, the use of a Competition Vehicle, Driver’s participation in any racing event (including PPL events and events held at PPL tracks), Driver’s attendance at any racing event (including PPL events and events held at PPL tracks), and any and all related activities, wherever, whenever, or however the same may occur, including but not limited to actions for property damage, personal injury or wrongful death. Driver understands and agrees that the Releasees are not responsible for any death, injury or property damage arising out of or in connection with the License, the use of a Competition Vehicle, Driver’s participation in any racing event (including PPL events and events held at PPL tracks), Driver’s attendance at any racing event

(including PPL events and events held at PPL tracks), and any and all related activities, EVEN IF CAUSED BY THEIR OWN NEGLIGENCE.

b. Driver shall defend, indemnify and hold harmless Releasees for all liabilities, claims, damages, causes of action, costs and expenses of any kind arising out of or in connection with the License, the use of a Competition Vehicle, Driver's participation in any racing event (including PPL events and events held at PPL tracks), Driver's attendance at any racing event (including PPL events and events held at PPL tracks), and any and all related activities. Driver further acknowledges and understands that this release and indemnification is intended to be as broad and inclusive as permitted by law and agrees that if any portion of these Terms is invalid, the remainder will continue in full legal force and effect.

c. The Driver expressly waives all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any jurisdiction. The Driver acknowledges that Section 1542 of the Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Driver acknowledges, on behalf of itself and each of the other Releasors, that the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of these Terms. The Driver, for itself and each of the other Releasors, expressly acknowledges that these Terms shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands, and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands, and causes of action hereinabove described. The Driver further acknowledges, for itself and each of the other Releasors, that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the claims released in this Section 4.c. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with such claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

5. **Emergency Medical Treatment.** Driver hereby authorizes, gives permission, and voluntarily consents to the provision of any and all emergency medical/dental treatment and/or first aid, including authorizing any medical treatment facility/hospital to administer emergency treatment for any illness, injury, or accident resulting from participation in a PPL event. Except as otherwise agreed in writing, Driver acknowledges that medical insurance coverage will not be provided by PPL or any Releasees. In addition, Driver hereby authorizes, gives permission, and voluntarily consents to having the PPL or medical providers appointed by PPL or the applicable track, and their respective employees, agents, or affiliates arrange, direct, sign for, and consent to all routine or emergency medical care and treatment necessary to preserve the Driver's health in the event of accident, injury, sickness, etc., during participation in a PPL event. Driver acknowledges responsibility for reasonable charges in connection with the care and treatment rendered and agrees to the release of any medical records necessary for insurance purposes. Furthermore, Driver acknowledges that PPL and medical providers appointed by PPL and its respective employees, agents, or affiliates have not made any guarantees as to the effect of such care and treatment rendered.

6. **Insurance.** As a condition precedent to obtaining and maintaining a valid License, the Driver shall, at its sole cost and expense, be covered by medical insurance sufficient to adequately cover any and all injuries or illnesses that they may sustain in relation to a participation in a racing event or racing related activity. The Driver shall indemnify and hold the Releasees harmless from and against all costs, expenses, and liability arising from claims required to be covered by medical insurance pursuant to this Section 6.

7. **Use of Personal Information.** The Releasees may use Driver's Personal Information (as defined below) for the purposes of operating an event, order processing, fulfillment, customer service, and renewal or as otherwise described herein, in the PPL Privacy Policy located at [www.propulling.com](http://www.propulling.com) (the "**Website**"), or in writing at the time that such Personal Information was collected. Without limitation, Releasees may use any Personal Information for the purposes of promoting or marketing the Releasees' events, services, programs, and sponsors. "**Personal Information**" means any data that can be used to identify, contact, or locate a specific individual, either on its own or when combined with other information.

8. **Representations and Warranties.** By applying for, obtaining and/or maintaining a License, the Driver represents the following:

a. The Driver (i) is in excellent physical health and condition, and may participate in hazardous activities, including racing and other activities in relation to the License; (ii) has no known condition that would impair its ability to safely participate in any event or activity related in any way to the License, or that would create danger for the Driver or others, including without limitation

fainting, loss of balance, hemophilia or any clotting disorder, loss of muscular coordination, seizures, psychosis, or impaired and uncorrected vision; and (iii) is not (and will not be) under the influence of any medications, drugs, or substances that may impair Driver's ability to safely participate in any event or activity related in any way to racing, or that would create danger for the Driver or others, including without limitation blood thinners, amphetamines, cocaine, marijuana (cannabis, THC), opiates and phencyclidine (PCP); *provided*, if a medication is prescribed by a doctor, the Driver may request an exemption by disclosing it to PPL for review and approval in accordance with Rules. The Driver shall immediately notify PPL if the foregoing representations and warranties change, and in such case, Driver shall not participate in any racing or other activities related to the License.

b. All information and documentation provided in connection with obtaining and/or maintaining a License is true, complete and accurate in all respects.

9. **LIMITATION OF LIABILITY.** THE RELEASEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY AND ALL DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, ARISING OUT OF ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, BODILY AND PERSONAL INJURIES, DAMAGE TO PROPERTY, AND THE CONSEQUENCES THEREOF, INCLUDING ANY INJURY, DAMAGE, DEATH, OR DISABILITY ARISING IN ANY WAY AS A RESULT OF OR IN CONNECTION WITH THE LICENSE, THE USE OF A COMPETITION VEHICLE, DRIVER'S PARTICIPATION IN ANY RACING EVENT (INCLUDING PPL EVENTS AND EVENTS HELD AT PPL TRACKS), DRIVER'S ATTENDANCE AT ANY RACING EVENT (INCLUDING PPL EVENTS AND EVENTS HELD AT PPL TRACKS), AND ANY AND ALL RELATED ACTIVITIES, INCLUDING AS A RESULT OF THE NEGLIGENCE OF THE RELEASEES OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH AN EVENT. TO THE FULLEST EXTENT PERMITTED BY LAW AND WITHOUT LIMITING SECTION 4, THE TOTAL LIABILITY OF THE RELEASEES AS A RESULT OF OR IN CONNECTION WITH THE LICENSE, THE USE OF A COMPETITION VEHICLE, DRIVER'S PARTICIPATION IN ANY RACING EVENT (INCLUDING PPL EVENTS AND EVENTS HELD AT PPL TRACKS), DRIVER'S ATTENDANCE AT ANY RACING EVENT (INCLUDING PPL EVENTS AND EVENTS HELD AT PPL TRACKS), AND ANY AND ALL RELATED ACTIVITIES WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF \$10,000. DRIVER EXPRESSLY AGREES THAT USE OF THE LICENSE, USE OF A COMPETITION VEHICLE, PARTICIPATION IN ANY RACING EVENT, OR ATTENDANCE AT A RACING EVENT IS AT DRIVER'S SOLE RISK. THE RELEASEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. **Intellectual Property Rights.** Driver acknowledges and agrees that PPL exclusively and in perpetuity owns and controls any and all rights to videotape, broadcast, telecast, film, exhibit, distribute, photograph, exploit, record, print, or otherwise reproduce, and any and all rights to authorize others to do so, any film, audio, depiction, audiovisual, video, image, statistic, data (of any kind), photo, or sound arising from, related to, or during any PPL event or program (the "**Works**") in any manner whatsoever, alone or in composite and/or conjunction with other materials, in any and all media, whether now known or hereafter devised ("**Media**"), in or by any manner, method, or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters, and things incident to or arising out of all or any of the foregoing, including, without limitation, for any and all commercial purposes, including for purposes of advertising and promoting PPL. Driver hereby grants to PPL and the other Releasees the exclusive, perpetual, royalty-free, irrevocable, fully paid-up, worldwide right to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform, and make any other uses of Driver's image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material, and other indicia and attributes of Driver, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via, or through any and all Media, in connection with, related to, or for any purpose of: (i) any of the rights to the Works described in the foregoing paragraph; (ii) any advertising, promotion, publicity, operation, or exploitation of Releasees or an event; and (iii) on the PPL website in connection with any postings of rosters, scorings, or racing stories.

11. **No Use of PPL Marks.** Driver shall have no right to use any of the PPL Marks (as defined below) for any purpose whatsoever without the prior written approval of the Releasees in each instance, such approval to be granted or withheld in the Releasees' sole discretion after a formal request process has been initiated by Driver. For the purposes of these Terms, "PPL Marks" means the logos, trademarks, and other indicia of origin owned by PPL and its affiliates, including the Event(s) name and logo and any indicia adopted for commercial purposes by PPL or any of its affiliates. Driver acknowledges and agrees that all right, title, and interest in and to the PPL Marks belong to PPL. Driver agrees that the PPL Marks possess a special, unique, and extraordinary character that makes the assessment of the monetary damages that would be sustained by their unauthorized use difficult. Notwithstanding anything to the contrary herein, unauthorized use of any PPL Marks would cause irreparable injury, and injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in such an event. Such remedy shall not be exclusive of other legal remedies. Driver recognizes that the great value and goodwill associated with the PPL Marks belong to PPL and that such marks have acquired secondary meaning.

12. **Applicable Law; Consent to Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of law rules. Driver expressly consents and agrees to submit to the exclusive jurisdiction and venue of the state and U.S. federal courts located in Cincinnati, Ohio (and any court having appellate jurisdiction therefrom) in all disputes arising out of or relating to these Terms. Driver agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

13. **WAIVER OF JURY TRIAL.** PPL AND DRIVER ON BEHALF OF ITSELF AND THE OTHER RELEASORS IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS, THE LICENSE, THE USE OF A COMPETITION VEHICLE, DRIVER'S PARTICIPATION IN ANY RACING EVENT (INCLUDING PPL EVENTS AND EVENTS HELD AT PPL TRACKS), DRIVER'S ATTENDANCE AT ANY RACING EVENT (INCLUDING PPL EVENTS AND EVENTS HELD AT PPL TRACKS), AND ANY AND ALL RELATED ACTIVITIES. DRIVER CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF PPL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT PPL WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (D) IT HAS DECIDED TO ENTER INTO THESE TERMS IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

14. **Severability; Entire Agreement.** Driver acknowledges that these Terms are intended to be as broad and inclusive as is permitted by law and that if any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms constitute the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous oral or written agreements, representations, or understandings. These Terms govern the application for and use of a License, including without limitation, a Driver's participation in racing related events or activities.

15. **Acknowledgment and Agreement** By applying for and using the License, the Driver acknowledges that they have read, understood, and agreed to these Terms.