

**2011 MEDIA ACCREDITATION TERMS & CONDITIONS  
EAGLE RACEWAY**

**All media accreditation is issued by Eagle Raceway is subject to acceptance of the following terms and conditions which the Accredited Party and the nominated Pass Holder accept and agree to abide by:**

Media accreditation will be issued by Eagle Raceway in the form of either a Media Pass or a Temporary Media Pass (the **Pass**) for the sole use by the nominated Pass Holder of the successful applicant (the **Accredited Party**) during the 2011 Race Season (collectively called **the Events**). The Pass is for the sole use of the Pass Holder and cannot be transferred or assigned.

Eagle Raceway at all times retains sole discretion in determining whether or not media accreditation is granted for the Events.

Transfer, assignment or misuse of the Pass is cause for suspension or revocation in Eagle Raceway's absolute discretion. Eagle Raceway takes no responsibility for, and the Accredited Party agrees to indemnify Eagle Raceway against all liability resulting from, personal injury, death, damage or loss of any kind suffered or sustained by any person using the Pass without the express written permission of Eagle Raceway.

The Pass remains the property of Eagle Raceway and may be withdrawn at anytime. Eagle Raceway reserves the right to refuse any person access to any area at the Events at any time.

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 the Pass Holder agree to waive any rights or claims they may have now or at any time in the future against, and releases from all liability, agrees not to sue and indemnifies Eagle Raceway, the promoters, any particular Team or driver, Slacker Investments Inc, landowners and lessees, and other organizations connected to the Events and their directors, members, officers, employees, agents, representatives and contractors (together the **Associated Bodies**) for any personal injury, death, damage or loss of any kind that the Pass Holder may suffer or sustain as a result of and in connection with its presence at the Events or its use of the Pass which is not due to the proven negligence of the Associated Bodies.

The Accredited Party also undertakes to indemnify the Associated Bodies against any claims by 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 proven negligence of the Accredited Party at the Events.

No official timing, results or other data relating to the Events may be reproduced, stored in a retrieval system or transmitted in any form or by any electronic, mechanical, photocopying, recording, or broadcasting means or otherwise without the prior express written permission of Eagle Raceway 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.

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

**Under a Media Pass or a Temporary Media 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, as well as the prior express written permission of Eagle Raceway, for any non-editorial or commercial use of these still photographic images. The Accredited Party and the Pass Holder acknowledges and agrees, and will do all things necessary to ensure, that any intellectual property rights in photographic images taken at the Events will on creation vest in, and remain the property of, Eagle Raceway .**

Signed for and on behalf of \_\_\_\_\_, Media Organization / Publication / Agency (the "Accredited Party"), by its duly authorized officer \_\_\_\_\_

Print full name \_\_\_\_\_ Date \_\_\_\_\_

Signed by \_\_\_\_\_, Individual "Pass Holder"

Print full name \_\_\_\_\_ Date \_\_\_\_\_