

# OREGON RACEWAY PARK CLUB LICENSE/USE AGREEMENT

## **THIS OREGON RACEWAY PARK CLUB LICENSE/USE AGREEMENT**

**("Agreement")**, dated the date of the last signature on the signature page, below, by and between Pacific Motorsports Management, LLC (PMM ,LLC), an Oregon limited liability company, dba **OREGON RACEWAY PARK ("ORP")** and \_\_\_\_\_, **("MEMBER")**.

### **SECTION 1: PURPOSE AND DESCRIPTION**

ORP is offering annual Memberships in Oregon Raceway Park Club **("ORPC")**, which is a private track day program. Members may participate in any or all of the twenty (20) reserved ORPC days. This offering is limited to seventy five (75) memberships.

#### 2018 ORP Club Scheduled Days :

See Attached - 2018 ORP Club Days Schedule

#### ORPC MEMBERSHIP benefits include:

- Open track from 9am~Noon & 1~5pm
- 1 ALS ambulance & 1 Fire Unit
- 1 Event manager
- 6 Course control staff with flags and radios
- Restroom's and shower facilities
- Catered lunch
- Access to Hospitality Center on Club Days
- Discounts on Merchandise and Garage rentals
- Additional unscheduled Club days
- Other benefits as developed from time to time

#### MEMBERSHIP FEES, DUES, AND UPGRADES:

(See also, attached - ORP Club 2018 Member Fees and Track use rates).

#### Initiation Fee:

New Members shall pay a one time initiation fee in an amount established by ORP. The Initiation Fee is due and payable upon joining the ORP Club.

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### Annual Membership Dues:

All Members shall pay annual dues upon joining and each year thereafter in the amount established by ORP. Dues are assessed on an annual basis, and are not pro rated. All Memberships expire on December 31st each year. A renewal invoice will be sent to each member in the month of December indicating the amount of the annual dues for the following year. To renew membership privileges, annual dues must be paid on or before January 31st each year. Failure to pay when due will result in suspension of privileges and incurring a reinstatement fee. Failure to pay by March 31st will result in termination of membership and will require a full payment of initiation fee and annual dues to rejoin the Club.

### Track Use Fees and Upgrades:

See attached - ORP Club 2018 Member Fees and Track Use Rates

### LIMITATIONS AND STIPULATIONS:

Membership in ORPC does not create an equity interest in Pacific Motorsports Management, LLC ("PMM LLC").

This license/use agreement is not assignable and non-transferable.

ORPC events are private. Spectator ticket vending is prohibited.

Altering ORP property is not permitted.

ORPC track days are billed in one-day increments, no partial days.

Reservations are Required. A \$100.00 reservation deposit is required 72 hours (3 days) prior to a scheduled Club date to secure the date. If a member makes a deposit and fails to attend the reserved event, the deposit will be forfeited.

There will be no rescheduling due to weather or non attendance.

ORP reserves the right to cancel ORPC. Should such cancellation occur, Member Fees will be refunded without interest and pro rata on remaining prepaid days.

ORP reserves the right to refuse service.

ORP reserves the right to expand ORPC and related services. Current MEMBERS will retain all rights, privileges, and benefits afforded by Club membership. Equity partners of PMM LLC are complimentary Members of ORPC. These memberships do not count toward the seventy five (75) member ORPC limitation.

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**SECTION 2: MEMBER DUTIES/RESPONSIBILITIES**

**IT IS THE RESPONSIBILITY OF THE MEMBER TO INSPECT THE PREMISES TO ENSURE THE SAFE CONDITION AND SUITABILITY OF THE AREA FOR THE INTENDED EVENT. LICENSED AREAS ARE AVAILABLE ON AN “AS-IS, WHERE IS” WITH NO WARRANTIES OF ANY KIND AND THAT THE WARRANTY OF MERCHANTABILITY IS SPECIFICALLY DISCLAIMED.**

- A. MEMBER shall return the Licensed Areas to the same condition that existed prior to the event.
- B. MEMBER assumes responsibility for all acts and omissions of themselves and their guests.
- C. MEMBER is responsible for ensuring that the waiver and release forms are signed by guests of the MEMBER. The ORPC Event Manager shall receive these releases prior to granting access to ORP property.
- D. MEMBER shall not allow children under the age of 18 on the Road Course, Pre-grid or Pit Lane without prior, written authorization from ORP.
- E. MEMBER or their guests shall not block any roadways.
- F. When the MEMBER has employees, the MEMBER shall show proof of Worker’s Compensation coverage by providing its’ State Industrial Account Identification Number.
- G. MEMBERS and their participant guests must be qualified to participate in closed course, high performance driving events. Qualifications include, but are not limited to, a valid driver’s license, a valid competition license, certificate of completion from an accredited high performance driving school within the previous 24 months and/or a check ride.
- H. Automobiles only. No motorcycles or karts.
  - I. No wheel to wheel racing; passing with point by ONLY
- J. No contact. Should contact occur, the operator(s) are considered at fault; ORPC membership may be revoked without refund.

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**SECTION 3: ASSUMPTION OF RISK & INDEMNIFICATION**

MEMBER, and those they contract with for this agreement and other individuals attending the event with the MEMBER's permission, hereby releases, and agrees to defend, indemnify and hold harmless ORP, and each of its members, officers, directors, managers, employees, and agents, from and against all liabilities, obligations, damages, penalties, fines, judgments, claims, costs, charges, fees and expenses, and losses of any kind ("Losses"), arising from or in connection with the following:

- A. Any act or omission arising out of operations at ORP, whether or not consented to by ORP or its agents;
- B. Any accident, injury, casualty, loss, theft or damage whatsoever to any person or tangible property occurring in, on, about or arising out of, or in connection with, the use of the Licensed Areas;
- C. Any failure on the part of other ORPC MEMBERS or any of their agents, subcontractors, servants, or employees and those they contract with for this agreement to perform or comply with any of the terms contained in this License/Use Agreement;
- D. The presence or exposure to hazardous substances at ORP now or hereafter determined to be unlawful or subject to Environmental Laws or governmentally imposed remedial requirements.
- E. MEMBER acknowledges that sport driving is a dangerous sport that can result in serious injury or death. Participation in all aspects of the sport is voluntary. The ultimate responsibility for participant and vehicle safety lies with the participant, vehicle owner, driver and crew members. The MEMBER also acknowledges that by participating in the event, the MEMBER may suffer bodily injury or death, or loss or damage to property. The MEMBER further acknowledges that the MEMBER has voluntarily, assumed the risk of bodily injury or death or loss or damage to, property and waives any claims for bodily injury or death, or loss or damage to property against PMM, LLC, its directors, officers, and those they contract with for this agreement, employees and agents, event officials, event sponsors, racetrack operators and other participants; discharges such persons and entities from responsibility for such losses; and covenants not to sue such persons and entities for bodily injury or death or loss or damage to property.

(x)\_\_\_\_\_ (Initial here)

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**SECTION 4: JURISDICTION; VENUE**

This License/Use Agreement has and shall be construed as having been made and delivered in the State of Oregon. Any legal action shall be instituted within Oregon and the venue shall be Sherman County, OR.

**SECTION 5: WAIVER**

No agent of ORP/PMM, LLC has the authority to waive any of the conditions to this License/Use Agreement without the written consent of the entire Board of PMM, LLC. Failure of ORP/PMM, LLC to enforce at any time any of the provisions of this License/Use Agreement shall in no way be construed to be a waiver of such provision, or the right of ORP/PMM, LLC to enforce such provision.

**SECTION 6: NOTICES**

All notices called for or provided for in this License/Use Agreement shall be in writing and must be served by certified mail, return receipt requested, sent to the USER address provided in this License/Use Agreement and

Oregon Raceway Park  
PO Box 98  
Grass Valley, OR 97029

Notices sent by prepaid certified mail shall be deemed served.

**SECTION 7: ALL WRITING CONTAINED HEREIN**

This License/Use Agreement contains all the terms and conditions agreed upon by the parties. The MEMBER has read and understands all of this License/Use Agreement, and now states that no representation, promise or agreement not expressed in this License/Use Agreement has been made to induce the MEMBER to execute the same.

**SECTION 8: CLEAN UP & DAMAGES**

MEMBERS are responsible for all costs incurred in conjunction with property damage and removal of rubbish that the MEMBER, or their guests, cause. Any and all expenses are due within five (5) business days of billing. ORP will provide the MEMBER with documentation evidencing all charges.

## **OREGON RACEWAY PARK CLUB LICENSE/USE AGREEMENT**

### **SECTION 9: TERMINATION OF LICENSE/USE**

This License/use Agreement may be terminated by ORP at any time in the event that MEMBER materially breaches any condition of this License/Use Agreement. ORP shall advise the MEMBER of the basis for termination and if the MEMBER satisfactorily addresses such basis within a reasonable time frame after such notification, ORP may, at its sole discretion, withdraw the termination and reinstate MEMBER License/Use privileges. In the event of termination, the MEMBER shall not be entitled to any refund.

### **SECTION 10: LICENSED AREAS**

ORP grants to the MEMBER use of the following "Licensed Areas" of the facilities located at 93811 Blagg Lane, Grass Valley, OR 97029:

1. Paddock/Pre-grid/Impound
2. Pit Lane
3. Up to 2.3 Mile of the Road Course
4. Hospitality Center (upon completion)

MEMBER understands that there may be other users of ORP at the same time.

The above license/use is ONLY for designated dates reserved on the ORP calendar for ORPC.

### **SECTION 11: REPRESENTATIVES**

PARTIES hereby designate the following representatives for the purpose of administering the provisions of this License/Use Agreement:

#### **Oregon Raceway Park**

PO Box 98

Grass Valley, OR 97029

541-333-2452

503-292-8519 fax

[info@oregonraceway.com](mailto:info@oregonraceway.com)

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**MEMBER NAME/ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone# \_\_\_\_\_

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

Emergency Contact Information: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this License/Use Agreement to be executed on date and year opposite their respective signatures.

PACIFIC MOTORSPORTS MANAGEMENT, LLC  
dba Oregon Raceway Park

Sign/date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

**MEMBER:**

\_\_\_\_\_  
Sign/Date

Print name: \_\_\_\_\_