

# 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 prepaid, private track day package. MEMBERS may participate in any or all of the twenty (20) reserved days as permitted based on the level of annual Membership purchased. This offering is limited to forty (40) annual memberships.

### 2012 ORP Club Scheduled Days :

- |                  |                  |
|------------------|------------------|
| 1. Wed May 16th  | 11. Sun Jul 29th |
| 2. Thu May 17th  | 12. Wed Aug 15th |
| 3. Wed May 30th  | 13. Thu Aug 16th |
| 4. Fri Jun 8th   | 14. Wed Aug 29th |
| 5. Sat Jun 9th   | 15. Fri Sep 7th  |
| 6. Sun Jun 10th  | 16. Wed Sep 19th |
| 7. Sun Jun 24th  | 17. Thu Sep 20th |
| 8. Fri Jul 6th   | 18. Fri Sep 28th |
| 9. Wed Jul 18th  | 19. Sat Oct 13th |
| 10. Sat Jul 28th | 20. Sun Oct 14th |

### ORPC MEMBERSHIP benefits include:

- Open track from 9am~Noon & 1~5pm
- 1 ALS ambulance & 1 Fire Unit
- 1 Event manager
- 5 Course control staff with flags and radios
- 6 Portable Restrooms
- Catered lunch
- Access to Hospitality Center on Club Days\*

\* Upon completion of the new Hospitality Center now being designed to be located in the first garage building currently under construction.

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## MEMBERSHIP LEVELS, DESCRIPTIONS, FEES, AND UPGRADES:

Initial membership purchase for the 2012 season will determine the benefit package received for the various membership levels. Available upgrades apply to number of days and pricing only. See also "Upgrades" page 3.

### **Insane Member!**

- Access to all twenty (20) ORPC days
- First choice for access/location of private rental garage (when available)
- Customized shirt, hat, and windbreaker
- First aid Kit
- Catered lunch
- 25% Incentive allowance on trial membership fees for guests

Price \$3,895.00

### **Elite Member**

- Access to any fifteen (15) ORPC days
- Priority status for choosing location of a rental garage (when available)
- Customized shirt and hat
- Catered lunch
- 20% Incentive allowance on trial membership fees for guests
- Additional days \$200.00

Price: \$2,995.00          Upgradeable\*

### **Executive Member**

- Access to any ten (10) ORPC days
- Reserved status for choosing location of a rental garage (when available)
- Customized hat or shirt
- Catered lunch
- 15% Incentive allowance on trial memberships for guests.
- Additional days \$250.00

Price: \$2,295.00          Upgradeable\*

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## **Standard Member**

- Access to any five (5) ORPC days
- Customized hat or shirt
- Catered lunch
- Additional days \$300.00

Price \$ 1,495.00 Upgradeable\*

## **Trial Member**

- Participation in one (1) ORPC day
- Catered Lunch

Price \$ 350.00 Upgradeable\*

\* Upgrades are available from this membership level. Upgrades are available to any higher level of membership providing there are enough days remaining in the Club schedule. 90% of 2012 membership funds paid to date at time of upgrade may be used to apply toward the upgrade. Funds paid for "additional days" provided for under your current level of membership are not applicable toward an upgrade. Upgrades apply only to number of days, and, rates. First membership purchased in this subscription season (2012) determines benefit package as described above. Please contact an ORP representative for information regarding available upgrades and qualification requirements.

\*\* Upgrades from trial memberships available as above with 100% of 2012 funds applicable toward any upgrade.

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## 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 Requested. In order to provide the best possible experience, it helps the ORP staff to know how many people are planning to attend a given Club day. A 48 hour notice will be greatly appreciated.
- There will be no rescheduling due to weather or non attendance.
- 2012 ORPC memberships expire the last day of the ORPC schedule.
- ORP reserves the right to cancel ORPC. Should cancellation occur, the MEMBER Fee will be refunded without interest and pro rata on remaining days.
- ORP reserves the right to refuse service.
- ORP reserves the right to expand ORPC and related services. Current MEMBERS will retain all rights as permitted by the purchased membership level.
- Equity partners of PMM LLC are automatically MEMBERS in ORPC. These memberships do not count toward the forty (40) member ORPC track day package offering limitation.

## **SECTION 2: MEMBER DUTIES/RESPONSIBILITIES**

**IT IS THE RESPONSIBILITY OF THE MEMBER TO INSPECT THE PREMISES TO ENSURE THE SAFE CONDITION OF THE AREA SUITABLE 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.

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- 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 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.

### **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 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

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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, 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)

**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 in Sherman County, OR.

**SECTION 5: WAIVER**

No agent of ORP has the authority to waive any of the conditions to this License/Use Agreement without the written consent of the entire Board of ORP. Failure of ORP 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 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.

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## **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.

## **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: FEE**

MEMBER shall pay ORP for the use of the Licensed Areas for ORPC Events at a fee of \_\_\_\_\_ ("MEMBER Fee") for a(n) \_\_\_\_\_ level of membership.

## **SECTION 11: 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 12: 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# \_\_\_\_\_

Cell # \_\_\_\_\_

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

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

PACIFIC MOTORSPORTS MANAGEMENT, LLC  
dba Oregon Raceway Park

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

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

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

**MEMBER:**

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

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