



## **APPLICATION FOR 2018 RIVER CITIES SPEEDWAY MEDIA CREDENTIAL**

This media credential application is for a 2018 River Cities Speedway Single Event Media Pass. This credential is issued to media attending racing events at River Cities Speedway. The credential will grant the media member access to the infield area and victory lane and is valid for the pass holder only. This application **MUST BE SUBMITTED 2 WEEKS PRIOR TO THE EVENT YOU WISH AT ATTEND.**

**Please note that this credential application is for a single event media credentials only.**

- No “blank-blanket” passes will be issued.
- Passes will be issued to applicants subject to their Media Organization or Publication signing the River Cities Speedway Accreditation Terms & Conditions attached to the application form. Passes cannot be issued without the attached form filled out completely and returned to River Cities Speedway.
- The River Cities Speedway Media Credential Terms & Conditions include (but are not limited to) the provision that any stories produced and/or still photographic images taken at each event will only be used for bona fide media publications and activities and to promote River Cities Speedway and the events taking place at River Cities Speedway (the “Media and Promotion”). If, at any point, River Cities Speedway reasonably suspects that any applicant is present SOLELY for resale and commercial purposes rather than for Media and Promotion, the applicant’s accreditation may be immediately suspended or revoked without notice. No posting of River Cities Speedway photos taken at River Cities Speedway to any internet site, or distributed in any other way than the approved media company herein will not be tolerated.
- Every credentialed media member **must** sign in at the pit window with the email from the River Cities Speedway representative that approved your application.
- Photos are not required to be provided to River Cities Speedway, but may be requested for for social media, website and promotions for River Cities Speedway and its events and activities. River Cities Speedway will contact the photographer in such circumstances for permission and credit the photographer in such uses. River Cities Speedway shall not use the photos for commercial or advertising purposes without the prior consent of the photographer. Photos will not be distributed outside of the track’s personnel, nor will they be provided to teams, drivers, media outlets, or other third parties.
- No media outlets will be permitted to utilize GoPro or similar cameras on any cars or any fixed locations at the track without prior written consent of River Cities Speedway.
- Infield parking will not be guaranteed at each event for credentialed media members.

**Please return the completed application form with the following documentation to River Cities Speedway Media Director via the e-mail.**

- Examples of your published Motor Sports work is to be presented to River Cities Speedway with this application.
- References from your applicable media publication, including an editor (or an individual serving in a similar position/capacity)

**Photographers applying for accreditation must be associated with a reputable publication as determined in the reasonable discretion of River Cities Speedway.**

**Please note that submission of this application does not mean that your application has been automatically approved.** River Cities Speedway reserves the right to deny any application submitted. River Cities Speedway further reserves the right, from time-to-time, to amend the rules, guidelines, and requirements applicable to media members applying for and receiving credentials.

Should you require any further information, please do not hesitate to contact River Cities Speedway Media Director.

Sincerely,

Rick Rea

Media Director • River Cities Speedway

701-200-0482 • Rick@RickRea.com



**APPLICATION FOR 2018 MEDIA CREDENTIAL AT  
River Cities Speedway**

Name on Pass: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_ Mobile: \_\_\_\_\_

**Journalist**       **Photographer**       **Videographer**

Media Organization /  
Publication (Accredited Party): \_\_\_\_\_ Website Address: \_\_\_\_\_

Name of Editor: \_\_\_\_\_ Phone No: \_\_\_\_\_

Editor Contact Info: \_\_\_\_\_

**o Examples of published work from past motorsports events attached.**

**Where was your motorsports work published in 2017?:** \_\_\_\_\_

**PAST RIVER CITIES SPEEDWAY EVENTS THAT YOU ATTENDED AND SAMPLES OF THAT  
PUBLISHED WORK. PLEASE INCLUDE EDITORIAL AND PHOTOGRAPHY WITH DATES GOING  
BACK 2 YEARS.**

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What event and or date at River Cities Speedway are you applying for media credentials for and what date/dates will your coverage be published and where?:

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## **2018 Media Accreditation Terms & Conditions with Waiver and Release, Express Assumption of Risk, and Indemnity Agreement**

All media accreditation is issued by River Cities 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 River Cities 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, River Cities 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 River Cities Speedway (collectively, the “**Events**”).

Transfer, assignment or misuse of the Pass shall be cause for suspension or revocation in River Cities Speedway’s sole and absolute discretion. River Cities Speedway takes no responsibility for, and the Accredited Party and Pass Holder agree to indemnify River Cities 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 River Cities Speedway.

The Pass remains the property of River Cities Speedway, and its may be withdrawn by River Cities Speedway at any time. River Cities Speedway reserves the right to refuse any person access to any area at the Events at any time. Access to River Cities 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 River Cities 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, and updated. The Accredited Party and Pass Holder understand that it may request copies of all current terms and conditions any time from River Cities Speedway, and River Cities 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 River Cities 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 PROCEDURES of the Associated Bodies or others.

The Accredited Party and the Pass Holder agree to WAIVER AND RELEASE, AND COVENANT NOT TO SUE, River Cities Speedway, the promoters, all race team, drivers, and crew members participating in the Events, other Accredited Parties and Pass Holders, the Grand Forks County Fair Association, 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 concerning the ordinary NEGLIGENT selection, use, operation, design and/or maintenance of any equipment, facility, 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 therefrom.

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 River Cities 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 River Cities 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 River Cities 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 River Cities 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 River Cities 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, River Cities Speedway on creation.

**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 \_\_\_\_\_**