



R5WaterXRacing 2009 Tour



R5WaterXRacing 2948 Marsann Ln Farmers Branch TX 75234
For Info call Brian Smith at (214) 498-3592 Fax (972) 488-6980

Rider Name _____
First Last

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ Social Security Number _____ - _____ - _____

APBA Member # _____ Date of Birth _____

Rider Sponsors _____

Emergency contact _____ Phone (_____) _____

E-Mail Address (Very Important) _____

**PROMOTER USE ONLY
(Do not write here.)**

Pre-Entry On-Site Entry

Entry Fees \$ _____

Late Fees \$ _____

APBA Membership \$ _____

Numbers \$ _____

Misc. \$ _____

Total \$ _____

Note: Entry forms and fees must be received at the Promoter's office on the Wednesday prior to the event to qualify for the pre-entry discount. Entry forms will not be accepted at the promoter's office after the Wednesday prior to each event. NO REFUNDS.

Method of Payment: Cash Check # _____ **Visa/MC VIA PayPal ONLY!**

ENTRY FEES	Pre-Entry	PRO-AM/EXPERT	Closed Course	\$80.00		Late	Add \$20
	Pre-Entry	NOVICE/AMATEUR	Closed Course	\$60.00		Late	Add \$20
	Pre-Entry	**BEGINNER/VINTAGE	Closed Course	\$45.00		Late	Add \$20
	Pre-Entry	*JUNIOR	Closed Course	FREE		Late	Add \$20
	Pre-Entry	PRO/AMATEUR	Freestyle	\$30.00		Late	Add \$20

Check Event(s):

<input type="checkbox"/> Round 1 – April 18 th , Boomtown USA	<input type="checkbox"/> Round 5 - July 4 th , The Colony,StewartsCreekPark
<input type="checkbox"/> Round 2 – April 19 th , Boomtown USA	<input type="checkbox"/> Round 6 – July 5 th , The Colony,StewartsCreekPark
<input type="checkbox"/> Round 3 – May 23 rd , Madisonville, Tx	<input type="checkbox"/> Round 7 – Aug. 15 th , Baytown, Texas
<input type="checkbox"/> Round 4 – May 24 th , Madisonville, Tx	<input type="checkbox"/> Round 8 – Aug. 16 th , Baytown, Texas

Brand Codes: **KAW...Kawasaki** **POL...Polaris** **SEA...Sea-Doo** **HON...Honda** **HYD...Hydrospace** **YAM...Yamaha**

Indicate the Classes entered

<input type="checkbox"/>	MFR Code	Race #	Race Class	<input type="checkbox"/>	MFR Code	Race #	Race Class
<input type="checkbox"/>			Pro-Am Ski GP	<input type="checkbox"/>			Novice Ski Stock Spec
<input type="checkbox"/>			Pro-Am Ski Stock Spec	<input type="checkbox"/>			Novice Ski Limited
<input type="checkbox"/>			Pro-Am Women Ski Limited	<input type="checkbox"/>			Novice Women Ski Limited
<input type="checkbox"/>			Pro-Am Runabout Open	<input type="checkbox"/>			Novice Runabout Limited
<input type="checkbox"/>			Pro-Am Runabout Stock	<input type="checkbox"/>			Women Runabout Limited
<input type="checkbox"/>			Runabout 800 Open	<input type="checkbox"/>			Sport Modified
<input type="checkbox"/>			Expert Ski Limited	<input type="checkbox"/>			Sport Spec
<input type="checkbox"/>			Expert Runabout Limited	<input type="checkbox"/>			*Junior Ski 10-12 Stock Spec Lites
<input type="checkbox"/>			Expert Runabout Open	<input type="checkbox"/>			*Junior Ski 13-15 Stock Spec Lites
<input type="checkbox"/>			Veteran Ski Open	<input type="checkbox"/>			*Junior Ski 13-15 Limited
<input type="checkbox"/>			Veteran Runabout Open	<input type="checkbox"/>			Beginner Ski Limited
<input type="checkbox"/>			Amateur Ski Open	<input type="checkbox"/>			Beginner Runabout Limited
<input type="checkbox"/>			Amateur Runabout 4-Stroke Stock	<input type="checkbox"/>			Vintage Ski 550 Modified
<input type="checkbox"/>			Amateur Runabout Limited	<input type="checkbox"/>			Vintage Ski 750 Modified
<input type="checkbox"/>			Amateur Runabout N/A Stock	<input type="checkbox"/>			Pro Freestyle
<input type="checkbox"/>			Amateur Runabout N/A Limited	<input type="checkbox"/>			Amateur Freestyle
<input type="checkbox"/>			Amateur Runabout 800 Limited				
			*All JR'S must present Birth Cert at their 1 st race of the year! NO EXCEPTIONS!!!!				**Beginners 1 st race is FREE!!

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT FOR APBA EVENTS**

I, **THE UNDERSIGNED**, for myself, my personal representatives, heirs, next of kin, successors and assigns, **DO** :

- (a) **HEREBY AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL ACTS OR ACTIVITIES** of myself, my drivers, assistants and crew for any and all damage or injury that may be caused by any or all of us by our boat, motor, properties or possessions in any way growing out of or resulting from the operation of my APBA registered boat racing equipment and/or as a result of our participating in an APBA/IJSBA racing event or time trial during the actual Sanctioned period.
- (b) **HEREBY AGREE** to be bound by all of the by-laws and rules of the Association as time to time amended and agree that decisions of its officials and/or interpretation of its rules will be governed exclusively by the administrative review and appeal procedure set forth in such rules.
- (c) **HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE APBA AS AN ASSOCIATION INCLUDING ALL ITS CORPORATIVE, ELECTED AND APPOINTED OFFICIALS, ALL MEMBERS OF COMMITTEES, REFEREES AND INSPECTORS, ITS INDIVIDUAL MEMBERS, ITS MEMBER CLUBS, AGENCIES OF GOVERNMENT WHICH CONTROL ESSENTIAL LAND AND WATERSITES, FINANCIERS AND FIRMS WHICH RENDER ESSENTIAL SERVICE GRATIS, INCLUDING ALL OFFICERS, AGENTS AND EMPLOYEES OF THE FOREGOING AND VOLUNTEER WORKERS ASSISTING IN SANCTIONED APBA RACE AND TIME TRIAL ACTIVITIES**, all hereinafter referred to as "Releasees" from or for any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury, death or damage to property of the undersigned which in any way grows out of or results from any APBA/IJSBA race or time trial activity or part thereof, during the actual Sanction period and whether any such claim may be based upon alleged active or passive negligence whether caused by the releasee or otherwise, or participation in the wrong, or upon any alleged breach of any statutory duty or obligation; and
- (d) **HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
- (e) **HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.
- (f) **THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. THE UNDERSIGNED** further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- (g) **HEREBY ACKNOWLEDGE AND AGREE** that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape or sound reproduction taken, made transmitted, reproduced, or used for any purpose of any APBA sanctioned event, including practice, qualifications, the race, awards ceremonies or other events associated with the racing event, also including, but not limited to pictures and sound of me alone or with other persons, with or without racing equipment, as well as any and all receipts therefrom, and any transcription thereof.
- (h) **IN CONSIDERATION OF THEIR PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT**, I hereby assign all commercial communication and broadcast rights to the American Power Boat Association, and do declare it as my lawful agent and representative regarding such rights. I **AGREE**, that APBA, or its assigns, on a non-exclusive basis, may use my name and pictures, including pictures of my racing equipment and pictures taken at any APBA sanctioned event for publicity purposes.

BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT I have read and understand all of the foregoing;

Signed: _____ **Date:** _____

Witness: _____