

Dana Point to Avalon



March 28, 2010 - 9:00 AM

1803 Morgan Lane, Redondo Beach, CA 90278 • Fax (310) 372-7427 • Tel (310) 318-4012 • www.rossdbos26@yahoo.com

Rider Name _____ DOB ____/____/____
 Address _____
 City _____ State _____ Zip _____
 Phone (____) _____ APBA Member # _____
 Emergency Contact _____ Phone (____) _____
 Cell Phone # (____) _____ Radio: _____ GPS _____
 E-mail: _____ @ _____
 CC # (MC/Visa Only): _____ Exp. Date _____
 CC Security # (last 3 digits on back of card) _____ Driver's License # _____

| RPM USE ONLY (Do not write here.) | |
|---|--|
| Pro/Vet/Am | \$195.00 |
| Mfg. Stock Class | \$180.00 |
| Challenged Athlete | \$180.00 |
| Military Athlete | \$180.00 |
| Sportsman | \$100.00 |
| Late Fee* | \$ 25.00 |
| Total Paid | \$ _____ |
| Sea-Tow <input type="checkbox"/> | Vessel Assist <input type="checkbox"/> |
| Must be an APBA Member | |
| *Charged for entries received after 3/23/10 | |

Additional MANDATORY LB2Cat Equipment: *The following items are requirements in addition to the standard rules identified in the APBA racing rule book:* Full Wet Suit (No Shorties), Helmet, U.S. Coast Guard Approved PFD, Gloves, Booties, ALL vessels must have current registration (show proof at registration), Bottled Water, Power Bars or Food Rations, Fire Extinguisher, Signal Flares, Mirror, Orange Flag, Compass (NO wrist compass), GPS, Marine Radio, Cell Phone, Marine Tow Rope – 2 Hooks, At Least 12' in length. Strongly recommended to purchase a Sea Tow Membership or have current Sea Tow or Vessel Assist Membership, Must Turn In Valid Drivers License To Registration (to be returned after race). All Items Must Be Presented At Time Of Registration And Verified Verified At Time Of Tech Inspection.

| Entry Information |
|---------------------------|
| PWC Mfg. _____ |
| Model _____ |
| Engine Displacement _____ |
| Race Number _____ |

| Class Entered |
|---|
| <input type="checkbox"/> Pro/Am Open Class |
| <input type="checkbox"/> Vet/Master Open Class |
| <input type="checkbox"/> Amateur Open Class |
| <input type="checkbox"/> Sportsman Open Class <i>(Good for only 1 race)</i> |
| <input type="checkbox"/> Manufacturer Stock Class <i>(No Mod's allowed)</i> |
| <input type="checkbox"/> Challenged Athlete |
| <input type="checkbox"/> Military Athlete |

Release and Waiver (next page) Must Be Read and Signed On-Site



1803 Morgan Lane, Redondo Beach, CA 90278 Phone (310) 318-4012 Fax (310) 372-7427 Email rpmracingent@yahoo.com

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 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 "Releases" 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 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 there from, 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: _____