



APBA Office Use:

APBA Personal Watercraft Racing (PWR) Membership Application

APBA NATIONAL HEADQUARTERS • P.O BOX 377 • EASTPOINTE, MICHIGAN 48021-0377
Phone (586) 773-9700 • Fax (586) 773-6490

PLEASE PRINT

DATE OF APPLICATION _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

HOME PHONE # () _____ BUSINESS PHONE # () _____

E-MAIL ADDRESS _____ DO YOU HAVE OTHER MEDICAL INSURANCE? [] YES [] NO

DATE OF BIRTH ____/____/____

IF UNDER 18, A MINOR RELEASE MUST BE COMPLETED

APBA DECAL COLOR DESIRED (pick one) [] BLUE [] WHITE [] RED [] BLACK

APBA MEMBER NUMBER _____ APBA REGION _____

EXPERIENCE LEVEL/DIVISION:

- [] SKI [] SPORT [] RUNABOUT
[] Novice [] Novice [] Novice
[] Expert [] Expert [] Expert
[] Pro [] Pro [] Pro

Table with membership fees: ONE YEAR MEMBERSHIP FEE \$ 70.00, SINGLE EVENT FEE \$ 20.00

Membership expires on October 31 of each year.

Payment options: [] CASH [] CHECK #, [] VISA [] MASTERCARD [] DISCOVER [] AMER EXPRESS. Includes fields for Card No., Exp. Date, Security #, Cardholder's Name, and Cardholder's Signature.

READ AGREEMENT OF RELEASE AND SIGN REVERSE SIDE

The Agreement of Release on the reverse side hereof, must be signed before this application can be considered. Furthermore, said applicant certifies to the truth of all statements made in this application and agrees to abide by all rules; and to accept as final all decisions of properly authorized race officials.

SEE OVER

AGREEMENT OF RELEASE

(Which is a Part of this Agreement for Membership)

IN CONSIDERATION of being granted membership in American Power Boat Association;

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 regatta 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 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; I accept the valuable BENEFITS OF MEMBERSHIP as good, valid and adequate considerations; the statements in my application are true and the releasees will rely on them and upon all my commitments in entering into a membership contract with me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day
of _____, _____.
(Month) (Year)

APPLICATION OF MEMBERSHIP WILL NOT BE CONSIDERED UNLESS THIS AGREEMENT IS SIGNED BELOW:

I HAVE READ THIS RELEASE

Signed: _____

Witness: _____