

AGREEMENT OF RELEASE

(Which is a Part of this Agreement for Membership)

(A) Membership in APBA includes the following Benefits to each individual member:

1. Registration for boat and motor, where applicable;
2. Official Propeller periodical;
3. A current APBA on-line Rule Book;
4. A current on-line APBA Reference Book;
5. The assignment of race boat numbers, if applicable;
6. The right to participate in APBA Sanctioned events, subject to APBA rules and regulations;
7. The right to establish certified American and worldwide power boat competition and straightaway records;
8. Mutual Covenants not to sue me from my fellow members, in the event any act of mine causes bodily injury or property damage to them during actual Sanctioned periods;
9. Limited liability coverage as provided in the insurance policies.

(B) All of the above mentioned BENEFITS do not necessarily apply to Club, Patron, Associate, Honorary Life and Single Event Members. Nevertheless, this Release must be signed by all members.

IN CONSIDERATION of being granted the above Benefits of 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. Any and all disputes over the terms of this agreement or any claims that the undersigned may make against any of the releasees identified above in paragraph (c) will be filed in and decided by a court of competent jurisdiction in the State of Michigan under the statutory and case law of the State of Michigan. 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:**

Signed: _____ I HAVE READ THIS RELEASE _____ Witness: _____