



2008 NATIONAL RACE TEAM MEMBERSHIP

MEMBER # _____

Membership for the year ending October 31, 2008

BOAT NAME _____ **BOAT #** _____

	First Name										Last Name									
NAME																				
ADDRESS																				
CITY																				
COUNTRY																				
HOME PH#																				
BUS. PH#																				
CELL PH#																				
FAX #																				
E-MAIL																				

RACING MEMBERSHIP **\$350.00**

Driver **Throttle** **Navigator**

NON-RACING CREW MEMBERSHIP \$150.00

MUST BE SIGNED AND WITNESSED ON THE REVERSE SIDE

AGREEMENT OF RELEASE FOR MEMBERSHIP

(A) **Membership** in **SBIP/APBA** includes the following benefits to each individual member.

1. Registration for one boat, where applicable;
2. A current **SBIP/APBA** Rule Book
3. A current **SBIP/APBA** Reference Book
4. The assignment of race boat numbers, if applicable
5. The right to participate on **SBIP/APBA** Sanctioned events, subject to **SBIP/APBA** rules and regulations
6. The right to establish certified World Records
7. 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.
8. Limited liability Coverage as provided in the insurance policies.

(B) All of the above mentioned **BENEFITS** do not necessarily apply to Club, Patron, or Associate. Nevertheless, this Release must be signed by all members.

IN CONSIDERATION of being granted the above Benefits of membership in Super Boat International Productions, Inc.®

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 damages or injury that may be caused by any or all of us or by our boat, motor, properties or possessions in any way growing out of or resulting from the operation of my **SBIP/APBA** registered boat racing equipment and/or as a result of our participating in an **SBIP/APBA** regatta or time trial during the actual Sanctioned Period.

(b) **HEREBY AGREE** to be bound by all of the rules of the **SBIP/APBA** 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 SBIP/APBA AS AN ASSOCIATION INCLUDING ALL ITS COPORATE, ELECTED AND APPOINTED OFFICIALS. ALL MEMBERS OF COMMITTEES, REFEREES, INSPECTORS, ITS INDIVIDUAL MEMBERS. ITS MEMBER CLUBS, AGENCIES OF GOVERNMENT WHICH CONTROL ESSENTIAL LAND AND WATER SITES, FINANCIERS AND FIRMS WHICH RENDER ESSENTIAL SERVICE GRATIS, INCLUDING ALL OFFICERS, AGENTS AND EMPLOYEES OF THE FOREGOING AND VOLUNTEER WORKERS ASSISTING IN SANCTIONED SBIP/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 **SBIP/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 cause by the release 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 releases 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 cause by the negligence of the releases or otherwise.

(e) **HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releases or otherwise while on 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 **SBIP/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 Super Boat International Productions Inc.® and do declare it as my lawful agent and representative regarding such rights. **I AGREE,** that **SBIP/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 **SBIP/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 OR MEMBERSHIP** as good valid and adequate considerations: the statements in my application are true and the releases 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 _____, 2007

**APPLICATION OF MEMBERSHIP WILL NOT BE CONSIDERED
UNLESS THE AGREEMENT IS SIGNED BELOW.**

SIGNED _____ **WITNESS** _____

PRINT NAME _____ **PRINT NAME** _____