

APPLICATION FOR APBA DRIVING SCHOOL APRIL 28 - 30 • DAYTON, OH INBOARD 5 LITRE HYDROPLANE CAPSULE TRAINING REQUIRED



Get ready for the

Ride of a Lifetime!

NOTE: ADMISSION IS FIRST COME, FIRST SERVED AND SPACE IS LIMITED. REGISTRATION CLOSSES APRIL 1, 2017

1 NAME _____
First Last

2 Address _____
Street

City State ZIP

3 PHONE _____
Home Work Cell

4 EMAIL ADDRESS _____

5 BIRTHDATE (MO/DAY/YEAR) _____ **6 OCCUPATION** _____
Under 18 - Minor Release Required- see pages 3 and 4

7 SAFETY EQUIPMENT INFORMATION HEIGHT _____ FT. _____ IN. WEIGHT _____ LBS. T-SHIRT SIZE _____

8 HEALTH CONCERNS (RESPIRATORY/HEART CONDITIONS, ALLERGIES, ETC.) _____

9 ANY PRIOR MOTORSPORTS/EXTREME SPORTS EXPERIENCE? _____

10 ENCLOSE PAYMENT:
\$450.00 DRIVING SCHOOL FEE
(US funds; non-refundable; credit card or check payable to APBA Inboard)

11 SIGNATURE AND WITNESS REQUIRED:
SEE PAGE 2

12 DEADLINE: APRIL 1, 2017
PLEASE RETURN COMPLETED FORM AND PAYMENT EARLY TO RESERVE YOUR SPOT!

<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD
CARD NO. _____	
EXP. DATE (MONTH/YEAR) ____/____ SECURITY CODE ____	
CARDHOLDER'S NAME (please print) _____	
CARDHOLDER'S SIGNATURE _____	

APBA AGREEMENT OF RELEASE (Which is a Part of this Agreement for Membership)

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

- 1. Registration for boat and motor, where applicable; 2. Official Propeller periodical (\$25.00 Annually); 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.

APBA DRIVING SCHOOL APPLICATION WILL NOT BE CONSIDERED UNLESS THIS AGREEMENT IS SIGNED

SIGNATURE AND WITNESS REQUIRED - BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT I have read and understand all of the Release above; 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) _____

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

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

minor waiver is required for participants under the age of 18

NOTE: ADMISSION IS FIRST COME, FIRST SERVED AND SPACE IS LIMITED.

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

- 1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED N THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

I HAVE READ THIS RELEASE

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

DATE

I HAVE READ THIS RELEASE

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

DATE

NAME AND AGE OF MINOR PARTICIPANT

MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).

2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.

3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, and/or the NEGLIGENCE of others, including those persons responsible for conducting the event(s).

4. I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE NEGLIGENCE of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees."

5. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASEES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the NEGLIGENCE of the Releasees or otherwise.

I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

WITNESS

PRINTED NAME OF WITNESS

NOTE: ADMISSION IS FIRST COME, FIRST SERVED AND SPACE IS LIMITED.