

**H&R Block/Honda/Invitational  
Advance Registration Form**

Sponsor Name: \_\_\_\_\_

Sponsor E-Mail: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

**Riders Names (Please list in racing order)**

1. \_\_\_\_\_ Age: \_\_\_\_\_

Email (optional) \_\_\_\_\_ Shirt Size \_\_\_\_\_

2. \_\_\_\_\_ Age: \_\_\_\_\_

Email (optional) \_\_\_\_\_ Shirt Size \_\_\_\_\_

3. \_\_\_\_\_ Age: \_\_\_\_\_

Email (optional) \_\_\_\_\_ Shirt Size \_\_\_\_\_

4. \_\_\_\_\_ Age: \_\_\_\_\_

Email (optional) \_\_\_\_\_ Shirt Size \_\_\_\_\_

Race times will be approximately the same time as last year, if you participated. Otherwise, please give us your 1<sup>st</sup> and 2<sup>nd</sup> race time choice. We will try to accommodate your requests if we can. The Invitational will start at 12:00 Noon on Friday, July 8<sup>th</sup>. Check-in is @10:00 – 2:00. Championship will be @5:00pm on Saturday, July 9<sup>th</sup> with a slightly different format than last year.

1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

Please complete and return this form **no later than June 22, 2011**. If rider fees apply (\$100.00 per team/\$25.00 per rider), and are being paid separately from the sponsor fee, please make checks payable to "City of Harbor Beach/Maritime Festival". Reserve your spot ASAP.

Form can either be faxed or mailed to:

Joan Woodward

503 Lytle Avenue

Harbor Beach, MI 48441

Cell Phone #: 989-996-0317

Fax #989-479-9410

Any questions, please email Joan at: [jjcwoodward@comcast.net](mailto:jjcwoodward@comcast.net)

**Mark Your Calendars!!**

**2011 Harbor Beach Maritime Festival**

**July 6th, 7th, 8th, 9th, & 10th**

**RELEASE AND HOLD HARMLESS AGREEMENT**

The undersigned for and in consideration of participating in the Harbor Beach Maritime Festival, and being made fully aware that the undersigned's person and property could be injured, damaged or destroyed, hereby individually, and for my heirs, executors, and assigns, do release, discharge, indemnify, and forever hold harmless the City of Harbor Beach, Harbor Beach Maritime Festival Committee, Harbor Beach Chamber of Commerce, Harbor Beach Recreation Commission and all of their agents, employees, representatives and sponsors from all claims, demands, actions, or causes of action now existing or which may hereafter exist by reason of any damage, loss, injury or death which has been or may hereafter be sustained by the undersigned while participating in the Harbor Beach Maritime Festival.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local, or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries, or damages which are unknown or are unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

**Team Name**

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<b><u>Print Name</u></b>	<b><u>Address</u></b>	<b><u>Signature</u></b>

**DATE: July 8, 2011**



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 June 8, 2011

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE # ( ) \_\_\_\_\_ BUSINESS PHONE # ( xx ) \_\_\_\_\_ N/A \_\_\_\_\_

E-MAIL ADDRESS N/A DO YOU HAVE OTHER MEDICAL INSURANCE?  YES  NO

DATE OF BIRTH \_\_\_\_/\_\_\_\_/\_\_\_\_

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

YEARLY MEMBERSHIP FEE      \$70.00 \_\_\_\_\_  
 SINGLE EVENT FEE              \$20.00 \_\_\_\_\_

CASH     CHECK # \_\_\_\_\_  
 VISA    MASTERCARD  DISCOVER  AMER EXPRESS  
 Card No. \_\_\_\_\_  
 Exp. Date \_\_\_\_\_  
 \_\_\_\_\_  
 Cardholder's Name (Print)  
 \_\_\_\_\_  
 Cardholder's Signature

**Membership expires on  
 October 31 of the year you  
 sign up for membership.**

**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 \_\_\_8th\_\_\_ day of \_\_\_June\_\_\_\_\_2011\_\_\_.  
(Month) (Year)

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

I HAVE READ THIS RELEASE

**Signed:** \_\_\_\_\_ **Witness:** \_\_\_\_\_

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

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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 ON 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

\_\_\_\_\_  
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.**

I HAVE READ THIS RELEASE

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

I HAVE READ THIS RELEASE

WITNESS

PRINTED NAME OF WITNESS