



CRACKERBOX RACING ASSOCIATION LLC

Single Event Temporary Guest Pass Application and Agreement of Release

Event: _____ Event Date: _____
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Age: _____ Date of Birth: _____ M _____ F _____
Phone: (____) _____ (Cell) (____) _____
E-Mail: _____ Year last raced as an owner: _____
Crackerbox Hull#: _____ Type: _____ Name: _____
Engine Size: _____

Temporary Guest Pass Fees for Calendar Year 2015

(Must include a check with this application made out to the: CBRA)

- Owner: \$75**
- Driver/Rider: \$25**
- Crew: \$25**

NOTE: A Single Event Temporary Guest Pass is specific to the event entered above only and applies to no other events. Such guest pass includes no right to participate in or vote on any matters of the CBRA, nor does it include any participation in any prizes, race points or financial compensation available at or for the event.

Disclaimer: Any CBRA Member (in good standing) that is in need of a temporary driver/rider for the above specified race weekend will not be penalized any points or Lucas Oil Prize money on said weekend.

**I HAVE READ AND UNDERSTAND THIS GUEST PASS APPLICATION AND AGREEMENT OF
RELEASE AND AGREE TO ITS TERMS**

Guest Signature: _____ **Date:** _____

AGREEMENT OF RELEASE

IN CONSIDERATION of being granted guest pass in the Crackerbox Racing Association, LLC (CBRA);

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 a result of out participating in a CBRA regatta or time trials during the actual Sanctioned period.

(b) HEREBY AGREE to be bound by all of the by-laws and rules of the CBRA as from 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 CBRA AS AN ASSOCIATION INCLUDING ALL ITS CORPORATE, ELECTED AND APPOINTED OFFICIALS, ALL MEMBERS OF COMMITTEES, REFEREES AND INSPECTORS, ITS INDIVIDUAL MEMBERS, ITS SANCTIONING CLUBS, AGENCIES OF GOVERNMENT WHICH CONTROL ESSENTIAL LAND AND WATERSITES, FINANCIERS AND FIRMS WHICH RENDER ESSENTIAL SERVICE GRANTIS, INCLUDING ALL OFFICERS, AGENTS AND EMPLOYEES OF THE FOREGOING AND VOLUNTEER WORKERS ASSISTING IN SANCTIONED CBRA 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 any CBRA 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 release or otherwise, or participating 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 caused 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 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 indemnify 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, internet broadcast, motion pictures, still photographs, tape or sound reproduction taken, made, transmitted, reproduced, or used for any purpose of any CBRA 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 Crackerbox Racing Association LLC and do declare it as my lawful agent and representative regarding such rights. I AGREE the CBRA, 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 CBRA 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 membership as good, valid and adequate consideration; 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 _____, 201_____.

THIS APPLICATION WILL NOT BE CONSIDERED UNLESS THIS RELEASE AGREEMENT IS SIGNED AND WITNESSED BELOW:

Guest Signature: _____ **Date:** _____

Witness Signature: _____ **Date:** _____

