



CRACKERBOX RACING ASSOCIATION LLC.

Membership Application and Agreement of Release

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:** _____

If you are applying to be an owner member or active owner member please attach a photo of your boat, information on your crew, racing achievements and other material suitable for your inclusion on the CBRA website.

Membership Fee calendar year 2011 *(please include a check with your membership application made out to CBRA)*

RACING (includes hot pit access)

- **Active Owner : \$100** (must currently own a CRACKERBOX PRO™ and have participated in the current or prior season as the owner in a race approved by the CBRA)
- **Driver/Rider: \$25** (must drive or ride in an active CRACKERBOX PRO™.
- **Crew: \$25** (must serve on the crew of an active CRACKERBOX PRO™.

NON-RACING (does not include hot pit access)

- **Owner : \$75** (must currently own a CRACKERBOX PRO™ and have participated as the owner in a race approved by the CBRA)
- **Supporting: \$25** (any person who is not an member of an active team interested in the sport)

**I HAVE READ AND UNDERSTAND THIS MEMBERSHIP APPLICATION
and AGREEMENT OF RELEASE AND AGREE TO ITS TERMS**

Member Signature: _____

Parent Signature (under 18 years old): _____

Please return your completed membership application to:
CBRA Ilc. 24361 El Toro Road Suite 175, Laguna Woods, CA 92637

AGREEMENT OF RELEASE

IN CONSIDERATION of being granted membership 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, "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 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 releasee 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 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 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 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 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 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 _____, 201____.

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

Signed: _____ date: _____ Witness: _____ date: _____

Parent Signature (under 18 years old): _____ date: _____