



2017 PBR Membership Requirements

PLEASE READ THIS PAGE BEFORE COMPLETING THE MEMBERSHIP APPLICATION

PBR is the true players association, owned and operated by the World's elite pro bull riders. Membership may be denied, withdrawn completely, suspended or changed by category, with or without cause, at any time by PBR, at its sole and absolute discretion. Fines and other disciplinary measures may also be imposed for violation of any of the applicable Membership Rules or violation of terms and conditions governing a Member's behavior or participation at any time.

Acceptance of your membership application by PBR does not make you and should not be construed as making you an employee or partner of PBR, or any other related entities.

Membership is a privilege by invitation and not a right.

Permit and Card applicants must be at least **18 years of age** at the time of signing any forms and at the time of competition.

Currently the following criteria must be achieved for PBR Card membership consideration:

- 1. You must have won a total of \$2,500.00 in PBR-sanctioned, or approved events in one season.**
- 2. Any Card Member must win \$2,500.00 in the prior PBR season to retain card status.**

All competing contestants will be insured for a limited amount against injury while competing at PBR events. The insurance coverage is subject to a deductible to be paid by rider, provides a percentage coverage requiring co-payment from the rider, and is subject to change anytime. Please check with the PBR office for more information about coverage amounts, terms and conditions.

Prospective members must complete a current membership application; sign a waiver of liability for third party claims; sign compliance with PBR rules and policies; agree to and sign publicity consent form; and sign Waiver and Release form – all included in the membership application packet.

Points earned at all PBR-sanctioned or approved events by PBR members in good standing during the 2017 PBR season counts toward qualification for the 2017 PBR World Finals.

For entry listings or changes please call (719) 242-2800 ext. 3238 or check online at www.pbr.com

If you have any questions, please call the Event Tours Department at the PBR office **(719) 242-**

2800

ext. 3238.

Please sign below to indicate that you have read and understand the above information.

_____ Date: ___/___/___



PROFESSIONAL BULL RIDERS, LLC

2017 Membership Application

This application must be filled out completely, signed and submitted to Professional Bull Riders, LLC, a Delaware limited liability company ("PBR"), 101 West Riverwalk, Pueblo, CO. 81003. Phone 719-242-2800 / Fax 719-242-2767 before membership will be considered. **MUST SEND COPY OF DRIVER'S LICENSE** or other valid government issued PHOTO IDENTIFICATION.

Office Use Only
ID #: _____ Paid: _____

Name:

_____ Last First Middle Ride As:

Address: **Physical Address: (For express mailing – UPS, FedEx)**

_____ Street, RR or Post Office Box Street

_____ City State Zip City State Zip
Hometown City and State (if different than mailing address):

Preferred Method to Receive Information: _____ Email
_____ Regular Mail

Phone Number: _____ Fax Number: _____

Cell Phone: _____ E-Mail: _____

Social Sec. #: _____ (Please include a copy of your Social Security Card, Identification Card or Visa)

Birth Date: _____ Height: _____ Weight: _____ Marital Status: _____

Contact in Case of Emergency:

Life Insurance Beneficiary:

_____ Name Relationship

_____ Name Relationship

_____ Street Address City State Zip

_____ Street Address City State Zip

_____ Home Phone Work Phone

_____ Home Phone Work Phone

Coat Size: _____ Jean Size: _____ Boot Size: _____ Dress Shirt Size: _____

_____ (This information is typically used for BFT Rider, but would be appreciated for all riders.)

PBR
MEMBERSHIP
OATH:

I, _____, hereby acknowledge that PBR membership is an **INVITATION ONLY** privilege, and **NOT A RIGHT**, and that membership may be withdrawn, denied, terminated, suspended or modified at any time, with or without cause, at the sole and absolute discretion of PBR. I hereby agree to conduct myself in a professional, moral and financially responsible manner or, in the sole and absolute discretion of PBR, face immediate dismissal, suspension, loss of awards, and/or fines. I agree to be bound by and conduct myself in accordance with the bylaws, rules, policies, and codes of conduct of the PBR which are subject to change, and I expressly accept and agree to the provisions, requirements, and agreements in this application for membership, including without limitation the assumption of risk, release and waiver of all legal liability, covenant not to sue, and third party indemnity. This provision shall be binding upon me, as well as upon my spouse, children, parents, next of kin, heirs, representatives, assigns, executors, administrators, estate and/or any other person or entity acting on my behalf. This oath shall be valid and applicable for all future periods of membership even if not resigned each year or each season. I swear that the information stated above is both accurate and true.

Signature: _____

Date: _____

2017 PBR Membership
Release

Read **carefully** and understand **thoroughly** and Initial here if you accept these conditions of membership

Compliance with PBR Rules and Policies

By signing and submitting this membership application, if accepted as a PBR member, I hereby consent to the withholding of a Sanctioning Fee (15% of total purse) at PBR venues. I acknowledge and accept that PBR will not guarantee purse money payouts, but PBR will assist in collection. I agree to abide by PBR rules and policies (which may change from time to time) and to **be financially responsible for payment of my entry fees and any related costs, expenses or penalties for PBR events entered.** I also agree that PBR may in its discretion, withhold from my past, current or future winnings any fees, fines, charges, or other unpaid balances or obligations owed by me.

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Publicity Consent

By signing and submitting this membership application and as a condition of my entry into a PBR sanctioned, approved or affiliated venue or event, I hereby consent to PBR's (and PBR's direct and indirect parents, subsidiaries and affiliates) public and commercial use, display, publication, performance, reproduction, copying, distribution, transmission, alteration, adaptation, creation of derivatives of and/or translation of my name, voice, image, likeness, signature, trade dress, biography, photograph, video images, and any and all other publicity rights, whether taken, recorded, captured or created at or during any PBR event, or at any other event or time, in or out of competition (collectively referred to as the "Rights"), for any purpose or use that advertises, promotes or reports on PBR, the Built Ford Tough Series and/or related activities or events, the Touring Pro Division and/or related activities or events, any other events or activities sanctioned, approved or affiliated with or by PBR, ("Events") , whether the foregoing have occurred prior, or will occur subsequent, to the execution of this publicity consent and membership application.

I acknowledge that the Built Ford Tough Series and/or related activities and events, the Touring Pro Division and/or related activities or events, or any other series, tours and/or events from successor, replacement or other series or tours PBR may launch, together with other events sanctioned, approved or affiliated by PBR may be filmed, recorded, transmitted, reproduced, altered, distributed, exploited and broadcast on one or more television networks and other audio/visual works, that my name, image, voice, likeness, trade dress, picture and other personal characteristics may be filmed, videotaped or otherwise recorded or captured before, during or after such Events by film crews from many sources including but not limited to news media, newspaper, radio, TV or cable networks, movie, or other third party shows or film crews granted access to Events, and may appear or be displayed, performed, reproduced, transmitted and distributed in many formats or media including but not limited to on television, in newspapers, magazines, websites, and/or radio broadcasts used in TV shows, films, promotional, documentary, reality, highlight shows, or feature movies. I hereby grant to PBR (and PBR's direct and indirect parents, subsidiaries, licensees, sublicensees

and affiliates) and agree that PBR (and PBR's direct and indirect parents, subsidiaries, licensees, sublicensees and affiliates) shall own all Rights, copyrights and other intellectual property rights in and to all such broadcasts, films, videotapes, recordings, photographs, and audio/visual works. I further grant to PBR the rights (including the right to permit others, as PBR sees fit) to use, display, publish, perform, reproduce, copy, alter, create derivatives of, translate, distribute, transmit, license and otherwise exploit my name, voice, image, photograph, trade dress and likeness in all such broadcasts, films, tapes, recordings and audio/visual works in the promotion, advertising and/or advancement of PBR, or the Events or the sport of professional bull riding, as determined by PBR and without any additional compensation due from the PBR or any other party.

For good and valuable consideration, the receipt of which is hereby acknowledged, I also grant to PBR (and PBR's direct and indirect parents, subsidiaries, licensees, sublicensees and affiliates) the rights (including the right to permit others, as PBR sees fit) to use, display, publish, perform, reproduce, copy, alter, create derivatives of, translate, distribute, transmit, license and otherwise exploit my name, voice, image, photograph, trade dress and/or likeness (collectively "Appearance") and modifications of my Appearance for no royalty or other payments, in any PBR-produced, licensed, sublicensed or sanctioned (i) promotional materials in any media format, (ii) photographs, books, magazines, flyers, calendars, posters, trading cards, programs, motion pictures, video/digital/mobile/web based games, TV or cable shows, or radio broadcasts, video tapes, digital video disks, CD-ROMS, Video on Demand, or any related or successor technologies or media formats, (iii) on PBR's official website as well as any PBR authorized or sanctioned fantasy-type game website including, but not limited to, any related content, fantasy-type games or contests, and audio or video footage appearing on PBR's official website or any PBR fantasy-type game website; and/or (iv) PBR's official merchandise catalog to generally promote merchandise. I hereby waive any rights of inspection or approval of my Appearance or uses to which my Appearance may be put. I also expressly waive any and all moral rights I may have in connection with my Appearance as set forth in this publicity consent and membership application. Other than as set forth above, PBR will not license event footage of photos of me to a third party for non-PBR commercial product, service or applications that include clear and direct endorsements by me of such non-PBR product or service.

Notwithstanding the foregoing, PBR reserves the right to unilaterally contract with a third party to facilitate the distribution of images containing Rights for news and editorial uses with no compensation due to Rights holder. Additionally, PBR reserves the right to unilaterally contract with a third party to facilitate the commercial sale of images containing Rights to the general public, including to Rights holder and or bull rider, intended for personal use only, whereby Rights holder shall receive fifteen percent (15%) of net sales revenue actually realized and received by PBR from such image sale as royalty payment if Rights are featured in the image as evidenced by Rights and or Rights holder being named in the metadata (non-image information that is bundled with image information in a file) of the image and as amended by PBR in its sole discretion ("Featured"). Further, Rights shall not be deemed to be Featured if Rights contained in the image are merely Incidental content in said image. Incidental shall mean Rights which are captured but are an unintended and unnecessary component of the scene which the image depicts. In no event shall Rights holder be entitled to receive the aforementioned royalty payment if Rights are not deemed, in PBR's sole discretion, to be Featured in said image. No additional compensation shall be due Rights holder for said commercial sales other than the previously detailed royalty payments in which Rights are deemed to be Featured. In the event that two (2) or more like Rights (i.e. two (2) or more bull riders) are captured and Featured in images commercially sold hereunder, a total royalty payment of fifteen percent (15%) with respect to those like Rights holders for said image, shall be divided and distributed, in PBR's sole discretion, amongst those like Rights holders whose Rights are so captured and Featured therein.

In the event that an individual consumer and or purchaser should obtain images by way of commercial sales facilitated by a third party as detailed above, and said images are used for non-personal purposes and applications including, but not limited to, endorsement and or advertising, PBR shall have the right, but not the affirmative obligation, to pursue any and all remedies available at law or in equity for such unauthorized uses. For the avoidance of doubt, any failure or delay by PBR to pursue such remedies shall in no way be interpreted or construed as a waiver, relinquishment or election of rights or remedies by PBR and PBR shall continue to reserve all rights and remedies under all applicable federal and state laws and or in equity. Such action or inaction by PBR shall in no way substitute, supersede, or limit Rights holder's right to pursue any actions and or remedies related to the misappropriation of bull rider's name and likeness.

For the avoidance of doubt, pursuant to this publicity consent and membership application, I grant to PBR (and PBR's direct and indirect parents, subsidiaries, licensees, sublicensees and affiliates) all rights, whether enumerated or implied, in my name, voice, image, photograph and/or likeness and or Appearance and specifically including, but not limited to, the Rights, with the exception of those instances where such rights are governed by a separate licensing agreement with or approved by PBR.

If accepted as a member of the PBR who participates in PBR sanctioned, approved or affiliated events, I hereby authorize PBR to act on my behalf as well as on behalf of PBR in engaging in promotional activities relating to the conduct of the sport and business of professional bull riding.

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The BFTS Season End cash bonus award for (World Champion) 1st place (\$1,000,000) will be paid \$100,000 per year for ten (10) years, with the first installment (\$100,000) being **separately** presented after conclusion of the World Finals and completion of an audit by PBR.

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Assumption of Risk

I, Contestant, expressly acknowledge that bull riding is, and has always been, an extremely dangerous activity, that participation in and presence at a bull riding venue or event, including but not limited to PBR's Built Ford Tough Series events, Touring Pro Division and any other events or activities sanctioned, approved by or affiliated with PBR, exposes me to serious and substantial hazards and risks of property damage, physical injury and/or death, and that I have been fully warned with regard to all such risks and hazards. These risks include without limitation INJURY TO THE HEAD, NECK OR SPINE; INJURY TO THE MUSCULAR OR SKELETAL SYSTEMS; INJURY TO INTERNAL ORGANS; SCRATCHES, BRUISES, CONTUSIONS, STRAINS, SPRAINS, FALLS, FRACTURES; PHYSICAL VIOLENCE; VERBAL ABUSE; LOSS AND/OR DAMAGE TO SIGHT, TEETH OR HEARING; PARALYSIS; CONCUSSIONS AND TRAUMATIC BRAIN INJURY AND ALL OF THEIR SHORT- AND/OR LONG-TERM EFFECTS INCLUDING WITHOUT LIMITATION BRAIN DAMAGE, DEMENTIA, MOOD DISORDER, AND/OR COGNITIVE IMPAIRMENT; SHORT- AND/OR LONG-TERM DISABILITY; LOSS OF INCOME AND/OR CAREER OPPORTUNITIES; SERIOUS INJURY; AND/OR DEATH. I realize that the risks arise not only from competing but also from being in the arena, behind the chutes, in the livestock holding area, pens and any other area associated with bull riding events. I am fully aware that my participation in and presence at bull riding events are undertaken with my express understanding, appreciation, approval, awareness, and assumption of any and all risks involved, including the risks listed above. **I intend that this assumption of all risks shall be legally binding and shall be a complete bar to any and all Claims (as defined below in "Release and Waiver of All Legal Liability, and Covenant Not to Sue") by me and/or my personal representatives, heirs, next of kin, executors, administrators, assigns, estate and/or any other person or entity acting on my behalf. This assumption of risk shall apply to all risks arising from, relating to or in connection with my participation in or presence at events or activities sanctioned, approved by or affiliated with PBR, including without limitation the risks listed above.** I further acknowledge that I have been aware of, approved, understood, appreciated and assumed the risks of bull riding, including the risks listed above, as of my date of first participation in any PBR event or activity.

Signature: _____

Date: _____

Release and Waiver of All Legal Liability, and Covenant Not to Sue

In consideration of being able to participate in events or activities sanctioned, approved by or affiliated with PBR, I, for and on behalf of myself and my spouse, children, parents, next of kin, heirs, representatives, assigns, executors, administrators, estate and/or any other person or entity acting on my behalf, unconditionally and irrevocably agree to forever discharge, waive, release, indemnify, agree to defend and hold harmless (i) PBR and its past, current and future direct and indirect parents, subsidiaries and affiliates, (ii) each of the officers, directors, owners, employees, members, agents, shareholders, representatives, trustees, partners, servants, volunteers and contractors of each of the foregoing in clause (i), together with all other parties or entities involved in the sanctioning, approval, production, organization, conduct, sponsoring, advertising and performance of events or activities sanctioned, approved by or

affiliated with PBR, and (iii) each of the respective predecessors, successors and assigns of each of the foregoing in clause (i) and clause (ii) (collectively, "Releasees"), of and from any and all claims, demands, losses, costs, liabilities, judgments, debts, dues, sums of money, expenses, responsibilities and accounts, in law or equity, contingent or non-contingent, known or unknown, suspected or unsuspected ("Claims"), arising from, relating to or in connection with my participation in or presence at any events or activities sanctioned, approved by or affiliated with PBR.

I will not now or at any time in the future, directly or indirectly, commence, threaten or prosecute any Claim against the Releasees or any Releasee that I am by this Agreement discharging, waiving and releasing. This release, waiver and covenant not to sue includes without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short and/or long-term effects of such injury and death) whenever arising, but it shall not apply to Claims arising solely from the gross negligence or willful misconduct of Releasees or any Releasee.

Signature: _____

Date: _____

Third Party Indemnity

In consideration of being granted membership and being able to participate in events or activities sanctioned, approved by or affiliated with PBR, I hereby agree to indemnify, defend and hold harmless Releasees against any and all third-party Claims asserted against or incurred by Releasees or any Releasee arising from, relating to or in connection with my participation in or presence at events or activities sanctioned, approved by or affiliated with PBR, including costs (including but not limited to attorneys' fees, court costs and defense expenses) of enforcing any right to indemnification hereunder.

The foregoing indemnity shall apply regardless of whether the injury, death or property damage is contributed to by the active or passive negligence of Releasees or any Releasee, but it will not apply to the extent that the injury, death or property damage is (i) caused solely by the negligence of Releasees or any Releasee or (ii) is caused or contributed to by the intentional tortious acts or gross negligence of Releasees or any Releasees.

For the avoidance of any doubt, I further unconditionally and irrevocably agree not to seek contribution from Releasees or any Releasee for any and all Claims asserted, threatened or adjudged against me by any third parties.

Signature: _____

Date: _____

Interpretation and Governing Law

This Agreement and any dispute arising under it shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflict of law principles. All disputes pertaining to the Agreement shall be decided by a state or federal court located in the State of Colorado and I consent to personal jurisdiction in such courts. If any provision of this Agreement is determined by a competent authority to be unenforceable, then all other provisions will continue in full force and effect. The provisions of this Agreement, together with my commitments and obligations hereunder, will survive termination or expiration of this Agreement.

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Examples of PBR Approved Rowels.



PBR Competitors are required to compete with PBR approved Rowels. The cost of the rowels is included in the membership dues.