



2017 PBR STOCK CONTRACTOR APPLICATION

This Application must be filled out completely, signed and filed with The Professional Bull Riders, LLC, 101 West Riverwalk, Pueblo, CO. 81003 719-242-2800 Fax 719-242-2767.

Office use only
ID: _____ Paid: _____

For all bull or company partnerships, **all parties** must purchase a separate PBR Stock Contractor membership.

Company Name: _____ Contact Name: _____

Mailing Address: _____

Street, RR, or PO Box

City

State

Zip

Preferred Method to Receive Information: _____ Email
_____ Regular Mail

Phone Numbers: (____) _____

Fax Number: (____) _____

Cell Number: (____) _____

E-mail: _____

Website: _____

FEIN or SSN: _____

Jacket Size: _____

Stock should be listed under: (circle one)

1. Your Name

2. Company Name

3. _____

(other)

TPD Membership Fee: \$300.00 _____

(If TPD Fee is paid you will be required to upgrade to BFTS Status before your 1st BFTS event.)

BFTS Membership Fee: \$1,500.00 _____

NOTE: PBR Membership Fee shall be strictly non-refundable. Notwithstanding the forgoing payments will be voided, returned and or refunded only to those applicants who are not granted membership.

Check form of payment:

Check #: _____ Money Order #: _____ MasterCard: _____ Visa: _____

Complete and sign below for Visa/M.C. payment, additional **\$10 administrative charge for payments applies to credit card.**

Credit Card #: _____ Exp Date: _____

Address for Credit Card (Required): _____

Street

City

State

Zip

(Required) 3 digit Code on Back of Card _____

(Required) Name on Card and address that your financial institution has listed for you as the billing address.

Please read carefully and indicate your acceptance of the following by initialing or signing each paragraph in the indicated location.

In consideration of the opportunity to be considered for membership in Professional Bull Riders, LLC, a Delaware limited liability company ("PBR") and, if accepted for membership, in consideration for the rights and benefits arising therefrom, I, for and on behalf of myself, the organization I represent, and all officers, directors, owners, workers, employees, members, agents, shareholders, representatives, trustees, partners, servants, contractors, personnel or volunteers and other persons or entities I employ, engage or who participate or are involved on my behalf or at my direction in any capacity at Professional Bull Riders, LLC sanctioned, approved or affiliated events, including but not limited to those persons listed on Exhibit A hereto, (together with each of their respective heirs, spouse, parents, children, personal representatives, next of kin, executors, administrators, estates, successors, assigns and/or any other person or entity acting on his or her behalf) (collectively, "I", "Me", "My", or "Contractor"), further unconditionally warrant, represent and agree as follows:

1. I am NOT an employee or agent of PBR in any capacity and have no power, authority or capacity to legally obligate or bind PBR in any manner. At no time will I be, be considered, or represent myself as an employee, contractor, agent or representative of PBR.

Initials

2. **PBR shall have absolutely no obligation, responsibility or liability to or for Me under any local, state or federal workers compensation or other similar laws, statutes, rules, regulations, or ordinances. I acknowledge, warrant and agree that I am not an "Employee" of PBR as that term is used in Colorado Revised Statutes, 8-40-202, and other applicable state workers compensation laws. I am solely responsible and liable for obtaining and maintaining any worker's compensation coverage and any other insurance coverage or other benefits that may be legally or otherwise required or desired with regard to My officers, directors, employees, agents, workers, representatives, volunteers or contractors and shall be solely obligated to pay federal and state income tax on any moneys received from PBR hereunder. I further acknowledge, warrant and agree that at no time will I or any other person, employee, agent, representative, contractor, volunteer or worker employed, hired, engaged, utilized or involved, in any manner, by or with Me, whether at or in association with the Professional Bull Riders' Built Ford Tough Series of events ("Event(s)") or otherwise, including but not limited to those individuals identified on Exhibit A hereto ("Worker(s)"), seek, claim, assert or obtain worker's compensation rights, coverage or benefits from or against PBR, its affiliates, contractors or insurers. I hereby indemnify, hold harmless and agree to defend PBR, its affiliates, contractors and insurers, from and against any and all actions, suits, claims, demands, liabilities, responsibilities, costs, premiums, fees, penalties or expenses, arising out of or in any way related to any claim, demand, assertion, or action by Me or any person, employee, agent, representative, contractor, volunteer or worker employed, hired, engaged, utilized or involved, in any manner, by or with Me for workers compensation coverage or any other insurance coverage or other benefits.**

Initials

3. I am experienced and regularly engaged in the independent trade and business of professional rodeo livestock breeding, training and related services, and possess the requisite special skills, training, capabilities and equipment necessary to do so. I am and shall at all times be free from PBR's control and direction and shall be free to become a member of other associations and engage in rodeo livestock breeding, training and related services with and for others as I deem fit. The precise detail, manner and method of my activities shall be within my sole discretion. I will provide all tools, materials and equipment necessary or desirable and at no time will my business operations be combined with or incorporated into the business operations of PBR.

Initials

4. I will, immediately prior to and upon entering any restricted area, including but not limited to the arena area, chute area, livestock holding area, pens, livestock load-in and load-out areas, concession areas and other areas appurtenant to any area where any activity related to the Event(s) occurs ("Restricted Areas"), and will continuously thereafter, inspect such Restricted Areas and all portions thereof which I enter and with which I come in contact, and I further warrant that My entry into or upon such Restricted Area or Areas and My participation, if any, in the Event(s) constitutes an acknowledgement that I have inspected such Restricted Areas and find and accept the same as being safe and

reasonably suited for the purposes of My use, and I further agree and warrant that if, at any time, I am in or about Restricted Areas and I feel or discover anything to be unsafe, in any respect, I will immediately advise PBR officials of such unsafe situation.

Initials

5. I will comply with any and all applicable federal, state, local or agency laws, regulations, rules (including Professional Bull Riders, LLC's Rules) and ordinances, and obtain all releases, licenses, permits or other authorizations required by any governmental body or authority in order to provide the services or otherwise perform hereunder.

Initials

6. ASSUMPTION OF THE RISK: Contractor expressly acknowledges that a bull riding event is, and has always been, an extremely dangerous activity, that my performance under this Agreement and presence at a bull riding venue or event, including 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 my performance under this Agreement but also from being in any Restricted Area or 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 performance under this Agreement is 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. This assumption of risk shall apply to all risks arising from, relating to or in connection with my performance under this Agreement, 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.

I further acknowledge that bull riding in general and bull riding events in particular are an extremely hazardous activity for any livestock I may supply or provide hereunder, that I am fully aware of the risks and hazards such activities pose, and notwithstanding such hazards and warnings, I voluntarily and unconditionally release and indemnify PBR and agree to defend and hold the same harmless from and against any cost, liability or responsibility for any loss, damage, injury or death that My livestock may suffer hereunder.

Signature: _____

Date: _____

7. RELEASE AND WAIVER OF ALL LEGAL LIABILITY, AND COVENANT NOT TO SUE: In consideration of the compensation and other promises set forth herein, Contractor 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 performance under this Agreement 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.

Notwithstanding the undersigned agreement not to initiate claims against PBR hereunder, if an action is instigated, it shall be as follows: In the event a dispute shall arise between the Parties to this Agreement, that cannot be mutually resolved,

the Parties agree to participate in at least two hours of mediation in accordance with the mediation procedures of the American Arbitration Association before pursuing other remedies. The Parties agree to share equally in the costs of the mediation. The mediation shall be conducted by a mediator agreed to by the Parties from the American Arbitration Association's database of certified mediators. The mediation shall be conducted in Denver, Colorado, unless both Parties consent to a different location.

In the event of any dispute between the Parties which arises under this Agreement is not resolved through mediation as set forth in the preceding paragraph, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association in effect at the time such arbitration is initiated, and subject further to the provisions of the Colorado Uniform Arbitration Act, incorporated by reference. A list of arbitrators shall be presented to the Claimant and Respondent from which one will be chosen using the applicable rules. The hearing shall be conducted in the City of Denver, Colorado, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all Parties.

The prevailing party shall be awarded all of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of the amount due pursuant to this Agreement. Any questions involving contract interpretation shall use the laws of Colorado. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

Signature: _____

Date: _____

8. THIRD PARTY INDEMNITY: In consideration of the compensation and other promises set forth herein, 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 performance under this Agreement 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: _____

9. I acknowledge that Professional Bull Riders, LLC, and their duly authorized agents, licensees and assigns, may use, display, publish, license and otherwise commercially exploit, on a non-exclusive and perpetual basis, my name, image, likeness, voice and persona, including pictures, photographs, films, images and sounds of him/her, captured, recorded or memorialized at or in the Event(s) or any other Professional Bull Riders, LLC sanctioned events, in any way, medium or material, whether now known or hereafter created (including, but not limited to, print, television, radio, film and video, audio productions, and transmissions over the Internet). I acknowledge that PBR exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, print, publish, collect, capture or record, by any means process, medium or device, whether or not currently in existence, all images, sounds, activities, information and data, arising from or during the Event(s) or any Professional Bull Riders, LLC event, and that Professional Bull Riders, LLC shall be the sole and exclusive owner of all rights of every kind and nature in and to such works and in and to any other works, copyrightable or otherwise, created from the images, sounds, information and data arising from or during the Event(s) or any Professional Bull Riders, LLC event. I understand such images may be exploited in commercial products including, but not limited to highlight videos, posters, calendars, or internet sites, for which PBR may generate revenue and I agree that I will receive no payments or royalties whatsoever for any commercial use or exploitation of my images throughout the world. In addition, to the extent not already owned by PBR, I hereby assign to Professional Bull Riders, LLC exclusively and in perpetuity, any and all rights set forth above. I represent and warrant that, as of the date of this Application, I have not granted to any third party the rights described herein, that the rights granted herein will not violate the rights of any third party, and that no third party consent is needed. I agree to take all steps requested by Professional Bull Riders, LLC to protect, perfect or effectuate Professional Bull Riders, LLC's ownership or other interest in such rights. I agree not to take any action, nor cause others to take any action, nor enter into any third party agreement, which would contravene, diminish, encroach or infringe upon these rights.

By signing and submitting this application and as a condition of my participation (and the participation of any personnel I bring to the event to assist me or my bulls) in any PBR sanctioned, approved or affiliated venue or event or related activities such a promotional appearances or attendance at any PBR related activity including international events outside of the U.S., I hereby consent to PBR's (and PBR's direct and indirect subsidiaries and affiliates both domestic and international) 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 related activity, in or out of competition (collectively referred to as the "Rights"), for any purpose or use that advertises, promotes or reports on PBR or any PBR sponsored or related event for any tours including but not limited to the Built Ford Tough Series and/or related activities or events, Touring Pro Division and/or related activities or events, any other events or activities sanctioned, approved or affiliated with or by PBR or any affiliated entity domestic or international or the sport of Bull Riding in general ("Events"), whether the foregoing have occurred prior, or will occur subsequent, to the execution of this publicity consent and application.

I acknowledge that the Events, or any other series, tours and/or events from successor, replacement or other series or tours, domestic or international, that 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, cable, networks or other broadcast media or technologies including but not limited mobile phone broadcasting, podcasting, internet TV or streaming, 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, internet websites, mobile phone broadcasting 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 subsidiaries, licensees, sublicensees and affiliates) and agree that PBR (and PBR's direct and indirect subsidiaries, licensees, sublicensees and affiliates) shall own all Rights sets forth in this paragraph and above, 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 advancement of the sport of Bull Riding or in highlight films or other projects, even if any of such uses or exploitations generate revenue for PBR, sponsors. Licensees, affiliated or partners, such use and exploitation as determined by PBR and without any additional compensation due to me 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 subsidiaries, licensees, sublicensees and affiliates, domestic and international) 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) products including but not limited to photographs, calendars, books, magazines, flyers, posters, trading cards, programs, motion pictures, TV or cable shows, or radio broadcasts, video tapes, highlight films, movies, tv shows, digital video disks, CD-ROMS, Video on Demand, or any related or successor technologies or media formats, (iii) on PBR's official website or approved or sanctioned websites 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, even if such items are offered for sale by PBR or with the permission of PBR, and even if PBR or a third party makes a revenue or profit from such sales. 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.

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 stock contractor, intended for personal use only, whereby Rights holder shall receive ten percent (10%) 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 bulls) are captured and Featured in images commercially sold hereunder, a total royalty payment of ten percent (10%) 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'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 subsidiaries, licensees, sublicensees and affiliates, domestic and international) 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.

I represent that I will have any personnel I bring to any PBR Events, sign a similar release as contained in this agreement including a credential agreement as outlined below, as applicable, with respect to releases for injury and for capture and exploitation of their images, but if I do not obtain such release for PBR, by virtue of their participation in such event and any images of them captured and such Events, I, on their behalf as my employee or contractor, hereby provide all of the same releases, waivers and agreements as stated above with respect to their attendance and participation. I hereby agree to indemnify, defend and hold harmless Releasees (as defined above) against any and all claims asserted by my personnel against Releasees or any Releasee arising from, relating to or in connection with performance under this Agreement 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. All those individuals listed in the exhibit attached hereto have been made aware of this agreement and consent and agree to all terms herein as though it applies directly to them.

Signature: _____

Date: _____

10. I will become familiar with the Official Rules of, and any other rules adopted by, PBR, and I agree to comply with and be bound by the same, including but not limited to those rules contained in Section 17 (12) of the 2017 Rule Book pertaining to PBR's steroid testing policy with respect to those bulls competing in the Built Ford Tough Series. As such, I hereby expressly consent to any collection of blood and/or urine samples from any and all bulls competing in the Built Ford Tough Series and registered in my name for purposes of the aforementioned policy. I also acknowledge that the Assumption of Risk, Waiver, Release and Covenant Not to Sue, and Third Party Indemnity provisions included above apply in respect to all injuries and damage arising out of the collection of blood and/or urine samples for the testing referenced herein and further detailed within the 2017 Rule Book. Further, I hereby acknowledge, warrant, and represent I have read, understood, and agree to be bound by the Stock Contractor Responsibility Rule as detailed in Section 17 (12) of the 2017 Rule Book.

Initials

11. I agree that the foregoing provisions, including specifically the foregoing release, waiver, and indemnity provisions, are reasonable, enforceable and intended to be as broad and inclusive as is permitted by law, and that if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding such invalidity, continue in full legal force and effect.

Initials

12. I understand that an annual or temporary PBR event credential may be issued pursuant to this Application, if approved. Annual of temporary credentials are the exclusive property of PBR and must be surrendered upon demand by

PBR, in PBR's sole discretion. Any Annual or temporary Credential lost or stolen must be reported to PBR immediately. Failure to timely report a lost or stolen Annual Credential may result in suspension of credential rights or, if applicable, a member's license. I understand that any Credential issued hereunder solely permits me to enter into Restricted Areas during the 2017 PBR Built Ford Tough Series of events solely in accordance with the rules, directions, instructions and procedures for access as may be established by PBR from time to time. PBR may require that I carry certain identification, be accompanied by certain individuals, depart such Restricted Areas, take certain actions, or refrain from taking certain actions, and I agree to fully abide by PBR's directives and instructions in that regard. I understand and agree that any credential issued to me hereunder is personal to me, that I may not sell, assign, lend, transfer or give it to any other person or entity, that any attempt to sell, assign, transfer, lend, or permit any other person or entity to use it shall result in a fine imposed by PBR of not less than Five Hundred Dollars (\$500) and suspension or revocation of the credential. In addition, I agree that the Third Party Indemnity provisions included above apply in respect to all injuries and damage arising in connection with such unauthorized sale, assignment, transfer, lending or use.

Initials

13. The 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 Contractor consents to personal jurisdiction in such court. Venue for any dispute or portion thereof or any claim for a particular form of relief (not otherwise precluded by another provision of this Agreement in connection with any dispute arising under this Agreement that cannot be mediated or arbitrated pursuant to state or federal law or that is beyond the jurisdiction of the arbitrator, shall lie exclusively with a court of competent jurisdiction in the State of Colorado. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL, WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THIS AGREEMENT, THE BREACH THEREOF, AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION 17, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

Initials

14. If any of the provisions or portions of this Agreement are held to be invalid, illegal or unenforceable, they are to the minimum extent necessary deemed omitted, and the remaining provisions and portions thereof of this Agreement will be effective and enforceable. In any dispute arising under or in connection with this Agreement, the court or arbitrator(s) shall be entitled to modify any portion or provision of this Agreement to the minimum extent necessary in order to render it valid, legal or enforceable.

Initials

15. Waiver of any term or condition of this Agreement by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

Initials

BY ITS SIGNATURE BELOW, Contractor agrees that the foregoing provisions.

Signature: _____
Date: _____

EXHIBIT A

Please list the Name, Social Security and Address of anyone who might help at an event.

Name	Address
1. _____ SSN: _____	_____ _____ _____
2. _____ SSN: _____	_____ _____ _____
3. _____ SSN: _____	_____ _____ _____
4. _____ SSN: _____	_____ _____ _____
5. _____ SSN: _____	_____ _____ _____
6. _____ SSN: _____	_____ _____ _____
7. _____ SSN: _____	_____ _____ _____