



2018 PBR STOCK CONTRACTOR MEMBER APPLICATION

This Application must be filled out completely, signed and submitted to Professional Bull Riders, LLC, 101 West Riverwalk, Pueblo, CO 81003
Phone: 719-242-2800 | Fax: 719-242-2767

Office use only	
ID: _____	Paid: _____

For all bull or company partnerships, all parties must purchase a separate 2018 PBR Stock Contractor membership.

Company Name: _____ Contact Name: _____

Mailing Address: _____
Street, RR, or PO Box

City State Zip

Preferred Method to Receive Information: _____ Email (insert)
or _____ 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/Velocity Membership Fee: \$300.00 _____
(If TPD/Velocity Fee is paid, you will be required to upgrade to Premier Tour Status before your first Premier Tour event.)

Premier Tour 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. payments, an additional US **\$10 administrative charge will be applied.**

Credit Card #: _____ Exp Date: _____

Address for Credit Card (Required): _____
Street

City State Zip

(Required) 3 digit Code on Back of Card _____

(Required) Exact name on the Card and address that your financial institution has listed for Stock Contractor 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 2018 membership in PBR and, if accepted for membership in 2018, in consideration for the rights and benefits arising therefrom, Stock Contractor, for and on behalf of Stock Contractor, the organization Stock Contractor represents, and all officers, directors, owners, workers, employees, members, agents, shareholders, representatives, trustees, partners, servants, contractors, personnel or volunteers and other persons or entities Stock Contractor employs, engages or who participates or are involved on Stock Contractor behalf or at its direction in any capacity at PBR sanctioned, produced, 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 Stock Contractor's behalf), further unconditionally warrants, represents and agrees as follows:

1. Stock Contractor is NOT an employee, independent contractor, or agent of Professional Bull Riders, LLC ("PBR, LLC") in any capacity and has no power, authority or capacity to legally obligate or bind PBR, LLC in any manner. At no time will Stock Contractor be, be considered, or represent myself as an employee, contractor, agent or representative of PBR, LLC.

Initials

2. PBR, LLC shall have absolutely no obligation, responsibility or liability to or for Stock Contractor under any local, state or federal workers' compensation or other similar laws, statutes, rules, regulations, or ordinances. Stock Contractor acknowledges, warrants and agrees that it is not an "Employee" of PBR, LLC as that term is used in Colorado Revised Statutes, 8-40-202 and other applicable state workers' compensation laws. Stock Contractor is 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 Stock Contractor's 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, LLC hereunder. Stock Contractor further acknowledges, warrants and agrees that at no time will it or any other person, employee, agent, representative, contractor, volunteer or worker employed, hired, engaged, utilized or involved, in any manner, by or with Stock Contractor, whether at or in association with PBR events ("Events") or otherwise, including but not limited to those individuals identified on Exhibit A hereto ("Worker(s)"), seek, claim, assert or obtain workers' compensation rights, coverage or benefits from or against PBR, LLC, its parents, affiliates, contractors or insurers. Stock Contractor hereby indemnifies, holds harmless and agrees to defend PBR, LLC, its parents, 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 Stock Contractor or any person, employee, agent, representative, contractor, volunteer or worker employed, hired, engaged, utilized or involved, in any manner, by or with Stock Contractor for workers' compensation coverage or any other insurance coverage or other benefits.

Initials

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

Initials

4. Stock Contractor will, immediately prior to and upon entering any restricted area, including but not limited to the arena area, chute area, livestock holding area, housing, pens, livestock load-in and load-out areas, concession areas and other areas appurtenant to any area where any activity related to the PBR Event(s) occurs ("Restricted Areas"), and will continuously thereafter, inspect such Restricted Areas and all portions thereof which it enters and with which Stock Contractor

comes in contact, and Stock Contractor further warrants that its entry into or upon such Restricted Area or Areas and its participation, if any, in the PBR Event(s) constitutes an automatic acknowledgement that it has inspected such Restricted Areas and find and accept the same as being safe and reasonably suited for the purposes of Stock Contractor's use, and Stock Contractor further agrees and warrants that if, at any time, it is in or about Restricted Areas and feels or discovers anything to be unsafe, in any respect, Stock Contractor will immediately advise PBR officials of such unsafe situation.

Initials

5. Stock Contractor will comply with any and all applicable federal, state, local or agency laws, regulations, rules (including the current PBR Rule Book) 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: Stock Contractor expressly acknowledges that a bull riding event is, and has always been, an extremely dangerous activity, that its performance under this Application and presence at a bull riding venue or Event, including any other events or activities sanctioned, approved by or affiliated with PBR, LLC, exposes Stock Contractor and its Workers to serious and substantial hazards and risks of property damage, physical injury and/or death, and that Stock Contractor has been fully warned with regard to all such risks and hazards and warned its Workers of same. 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. Stock Contractor realizes that the risks arise not only from its performance under this Application but also from being in any Restricted Area or in the arena, behind the chutes, in the livestock holding area, housing, pens and any other area associated with bull riding events. Stock Contractor is fully aware that its participation and performance of the terms set out in this Application is undertaken with its express understanding, appreciation, approval, awareness, and assumption of any and all risks involved, including the risks listed above, for itself and its Workers and personnel. **Stock Contractor intends 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 Stock Contractor. This assumption of risk shall apply to all risks arising from, relating to or in connection with Stock Contractor's performance under this Application, including without limitation the risks listed above.** Stock Contractor further acknowledges that it has been aware of, approved, understood, appreciated and assumed the risks of bull riding, including the risks listed above, as of the date of first participation in any PBR Event or activity.

Stock Contractor further acknowledges that bull riding in general and bull riding events in particular, including the Events, are an extremely hazardous activity for any livestock Stock Contractor may supply or provide hereunder, that Stock Contractor is fully aware of the risks and hazards such activities pose, and notwithstanding such hazards and warnings, Stock Contractor voluntarily and unconditionally releases and indemnifies PBR, LLC 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 Stock Contractor's 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, Stock Contractor unconditionally and irrevocably agree to forever discharge, waives, releases, indemnifies, agrees to defend and hold harmless (i) PBR, LLC and its past, current and future direct and indirect parents, subsidiaries and affiliates, (ii) each of the officers, directors, owners, employees, members, managers, 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 PBR Events and activities sanctioned, approved by or affiliated with PBR, LLC, 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 Stock Contractor's performance under this Application or presence at any events or activities sanctioned, approved by or affiliated with PBR, LLC.

Stock Contractor 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 Stock Contractor is, by this Application, 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 Application not to initiate claims against PBR, LLC hereunder, if an action is instigated, it shall be as follows: in the event a dispute shall arise between the parties to this Application, that cannot be mutually resolved, the parties agree to participate in at least two hours of mediation in accordance with the mediation procedures of JAMS, Inc. 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 JAMS, Inc.'s database of certified mediators. The mediation shall be conducted in Pueblo County, Colorado, unless both parties consent to a different location.

In the event of any dispute between the parties which arises under this Application 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 JAMS, Inc. 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 Pueblo County, Colorado, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon the 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 attorneys' 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 Application. 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, Stock Contractor hereby agrees 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 its performance under this Application or presence at PBR Events or activities sanctioned, approved by or affiliated with PBR, LLC, 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, Stock Contractor further unconditionally and irrevocably agrees not to seek contribution from Releasees or any Releasee for any and all Claims asserted, threatened or adjudged against Stock Contractor by any third parties.

Signature: _____

Date: _____

9. By signing and submitting this Application to PBR, LLC and as a condition of Stock Contractor's participation, and the participation of any Workers or other personnel it brings to PBR Events to assist Stock Contractor and/or its livestock (bucking bulls) in any PBR sanctioned, produced, approved or affiliated venues or PBR Events or related activities such a promotional appearances or attendance at any PBR, LLC or PBR Event related activity, including those out of competition and international events outside of the U.S., Stock Contractor hereby grants to PBR, LLC (and PBR, LLC's direct and

indirect parents, subsidiaries and affiliates both domestic and international), and their respective agents, licensees, sublicensees and assigns, the right and license to record, tape, memorialize, film, record, transmit, capture, collect, print, publish, upload, downlink, display, perform, copy, adapt, create derivatives, translate, reproduce, alter, edit, distribute, publicly and commercially exploit and broadcast by any means process, medium or device, or technologies now known or hereinafter invented ("Recordings") including but not limited to mobile, VOD, SVOD, OTT, television in any form, digital, internet or streaming, and other audio/visual works, on a non-exclusive, royalty fee, and perpetual basis throughout the universe, Stock Contractor's and each of its livestock's (as applicable) name, voice, sounds, images, likeness, signature, performances, biography, data, history, photographs, pictures, digital and video images, trademarks, trade dress, sounds and any and all other publicity and intellectual property of Stock Contractor and its livestock ("Identification"), at or in the PBR Event(s) or any other PBR, LLC sanctioned or produced events ("Rights"). Stock Contractor acknowledges that PBR, LLC, is the sole and exclusive owner of all rights of every kind and nature in perpetuity in and to such works and in and to the Recordings, and any other works, copyrightable or otherwise, created from the Recordings and other information and data arising from or during the PBR Event(s) or any PBR, LLC activity and/or event. Further, to the extent not already owned by PBR, LLC, Stock Contractor hereby assigns to PBR, LLC exclusively and in perpetuity, any and all rights in or to the Identification used in the Recordings set forth above. Stock Contractor represents and warrants that, as of the date of this Application, it has not granted to any third party the license to use the Identification described herein, that such license granted herein will not violate the rights of any third party, and that no third party consent is needed. Stock Contractor agrees to take all steps requested by PBR, LLC to protect, perfect or effectuate PBR, LLC's ownership or other interest in such rights in the Recordings. Stock Contractor agrees not to take any action, nor cause others to take any action, nor enter into any third party Application, which would contravene, diminish, encroach or infringe upon PBR, LLC's Rights.

Stock Contractor acknowledges that before, during or after PBR Events, or any other series, tours and/or events from successor, replacement or other series or tours, domestic or international, third party film crews from many sources including but not limited to news media, newspaper, radio, television or cable networks, movie, or other third party shows or film crews are granted access by PBR, LLC and the venue owners to PBR Events, and their resulting product or work 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 programming, shows, films, promotional, documentary, reality, highlight shows, or feature movies in perpetuity without any further approvals from or payments to Stock Contractor.

For good and valuable consideration, the receipt of which is hereby acknowledged, Stock Contractor also grants to PBR, LLC (and PBR, LLC's direct and indirect subsidiaries, licensees, sublicensees and affiliates, domestic and international) the right (including the right to permit others, as PBR, LLC sees fit) to use the Recordings that include Stock Contractor's Identification and modifications, 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, electronics, programs, motion pictures, shows, or radio including satellite broadcasts, video tapes, highlight films, movies, programs, shows, digital links, applications CD-ROMS, VOD, SVOD, OTT, or any related or successor technologies or media formats, (iii) official website (www.pbr.com) or other approved or sanctioned websites, applications, or new digital distribution methods, as well as any PBR, LLC authorized or sanctioned fantasy-type games or platforms including, but not limited to, any related content, fantasy-type games or contests, and audio or footage appearing on PBR, LLC's official website or any PBR fantasy-type game website; and/or (iv) official merchandise catalog and other marketing materials, even if such items are offered for sale by PBR, LLC or with the permission of PBR, LLC, and even if PBR, LLC or a third party makes a revenue or profit from such sales. Stock Contractor hereby waives any rights of inspection or approval of its Identification or uses to which its' Identification may be put. Stock Contractor also expressly waives any and all moral rights it may have in connection with the Identification set forth in this publicity consent and this Application.

Notwithstanding the foregoing, PBR, LLC reserves the right to unilaterally contract with a third party to facilitate the distribution of images containing Stock Contractor's Identification for news and editorial uses with no compensation due to Stock Contractor. Additionally, PBR, LLC reserves the right to unilaterally contract with a third party to facilitate the commercial sale of images containing Stock Contractor's Identification to the general public, including to Stock Contractor, intended for personal use only, whereby Stock Contractor shall receive ten percent (10%) of net sales revenue actually realized and received by PBR, LLC from such image sale as royalty payment if Stock Contractor's Identification is featured in the image as evidenced by Stock Contractor 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, LLC in its sole discretion ("Featured"). Further, Stock Contractor's Identification shall not be deemed to be Featured if Stock Contractor's Identification contained in the image is merely incidental content in said image. Incidental shall mean Stock Contractor's Identification which is captured but are an unintended and unnecessary component of the scene which the image depicts. In no event shall Stock Contractor be entitled to receive the aforementioned royalty payment if Stock Contractor's Identification is not deemed, in PBR, LLC's

sole discretion, to be Featured in said image. No additional compensation shall be due Stock Contractor for said commercial sales other than the previously detailed royalty payments in which Stock Contractor's Identification is deemed to be Featured. In the event that the identification of one or more other PBR stock contractors' livestock (i.e., an image with two (2) or more bulls) is captured and Featured in images with Stock Contractor's Identification commercially sold hereunder, a total royalty payment of ten percent (10%) with respect to all such stock contractors for said image, shall be divided and distributed, in PBR, LLC's sole discretion, amongst those stock contractors whose livestock's Identification is 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 agreement, Stock Contractor 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 Application with or approved by PBR.

If accepted as a member of PBR who participates in PBR sanctioned, approved or affiliated events, Stock Contractor hereby authorizes PBR, LLC to act on Stock Contractor's behalf as well as on behalf of PBR, LLC in engaging in promotional activities relating to the conduct of the sport and business of professional bull riding.

Stock Contractor represents that it will have any Workers and other personnel that Stock Contractor brings to any PBR Events, sign a similar release as contained in this Application including a Credential application as outlined below, as applicable, with respect to releases for injury and for capture and exploitation of their images, but if Stock Contractor does not obtain such releases, by virtue of their presence and participation in any PBR Event and any images of them captured and such Events, Stock Contractor, on their behalf as its Workers or personnel, hereby provides all of the same releases, waivers and agreements as stated above with respect to their attendance and participation. Stock Contractor hereby agrees to indemnify, defend and hold harmless Releasees (as defined above) against any and all claims asserted by its personnel against Releasees or any Releasee arising from, relating to or in connection with performance under this Application or presence at Events or activities sanctioned, approved by or affiliated with PBR, LLC, including costs (such as but not limited to attorneys' fees, court costs and defense expenses) of enforcing any right to indemnification hereunder. All those individuals listed in Exhibit A attached hereto have been made aware of this Application and consent and agree to all terms herein as though it applies directly to them.

Signature: _____

Date: _____

10. Stock Contractor must become familiar with PBR Official Rules set out in the 2018 PBR Rule Book of, and any other rules adopted by, PBR, LLC, and Stock Contractor agrees to comply with and be bound by the same, including but not limited to those rules contained in Section 17(12) of the 2018 PBR Rule Book pertaining to PBR's steroid testing policy with respect to those bulls competing in the Premier Series. As such, Stock Contractor hereby expressly consents to any collection of blood and/or urine samples from any and all bulls competing in the Premier Series and registered in Stock Contractor's name for purposes of the aforementioned steroid testing policy. Stock Contractor also acknowledges 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 steroid testing referenced herein and further detailed within the 2018 PBR Rule Book. Further, Stock Contractor hereby acknowledges, warrants, and represents that it has read, understands, and agrees to be bound by the Stock Contractor Responsibility Rule as detailed in Section 17(12) of the 2018 PBR Rule Book.

Initials

11. Stock Contractor agrees 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. Stock Contractor understands that one or more annual or temporary PBR Event credentials ("Credentials") may be issued pursuant to this Application, if approved. Credentials are the exclusive property of PBR and must be surrendered upon demand by PBR, in PBR's sole discretion. Any Credential lost or stolen must be reported to PBR immediately. Failure to timely report a lost or stolen Credential may result in suspension of credential rights or, if applicable, a Member's license. Stock Contractor understands that any Credential issued hereunder solely permits the properly Credentialed person to enter into Restricted Areas during the 2018 PBR Season 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 Stock Contractor carry certain identification, be accompanied by certain individuals, depart such Restricted Areas, take certain actions, or refrain from taking certain actions, and Stock Contractor agrees to fully abide by PBR's directives and instructions in that regard. Stock Contractor understands and agrees that any Credential issued to Stock Contractor and its Workers hereunder are personal to Stock Contractor and its Workers, may not be sold, assigned, lent, transferred or given to any other person (including, for clarity, its family and co-workers not working at the Event), that any attempt to sell, assign, transfer, lend, or permit any other person to use it shall result in a fee imposed by PBR, LLC of five hundred US dollars (\$500) and suspension or revocation of that or all Credentials. In addition, Stock Contractor 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. This Application 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 this Application 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 Application in connection with any dispute arising under this Application 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 APPLICATION, 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 Application 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 Application will be effective and enforceable. In any dispute arising under or in connection with this Application, the court or arbitrator(s) shall be entitled to modify any portion or provision of this Application to the minimum extent necessary in order to render it valid, legal or enforceable.

Initials

15. Waiver of any term or condition of this Application 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 Application.

Initials

BY ITS SIGNATURE BELOW, Stock Contractor agrees that it is bound to the terms of this Application and if accepted,

to abide by the foregoing provisions for the entire 2018 PBR Season.

Accepted and Agreed:

COMPANY NAME OR INDIVIDUAL NAME

Acknowledged:

Professional Bull Riders, LLC

Signature: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

Date: _____

2018 PBR STOCK CONTRACTOR MEMBER APPLICATION
EXHIBIT A

Please list the Full Legal Name, Social Security #, Residential Address, and Cell Phone # of Stock Contractors' Workers and all persons who might assist Stock Contract at an event.

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