

NWBRA MEMBERSHIP FORM



Date _____

- OPEN MEMBERSHIP: \$60
- SENIOR MEMBERSHIP \$60; **Senior - 50 & over as of event date)**
- SENIOR COMBO (OPEN & SENIOR MEMBERSHIP) \$85
- YOUTH MEMBERSHIP (18 & under as of event date) \$60
- YOUTH COMBO (OPEN AND YOUTH) \$85
- PEEWEE MEMBERSHIP: \$15 (10 & under as of event date) Each Member may only have one membership (YOUTH or PeeWee)**

Must be a member and run at four (4) sanctioned NWBRA runs to qualify for NWBRA Finals

Member Name _____ Date of Birth (REQUIRED) _____

Address _____ City _____

State _____ Zip _____

Home or Cell Phone _____ Email _____

FOR OFFICE USE ONLY

Amount \$ _____ Check # _____ Cash _____

NWBRA is a South Dakota registered non-profit corporation. Membership in NWBRA entitles the Member to all rights granted a Member according to the Bylaws and entitles a Member to attend sanctioned NWBRA events, and to share all advantages of a Member in good standing. **BY SIGNING BELOW** the Member(s) acknowledge(s) he/she/they have received a copy of the Bylaws and/or Rules and Regulations and agree(s) he/she/they will abide by such documents.

RELEASE AND AGREEMENT NOT TO SUE

For and in consideration of being permitted to participate in the Northwest Barrel Racing Association (NWBRA) and in NWBRA sanctioned events and/or activities, the undersigned hereby agrees to the following:

A. The undersigned recognizes and acknowledges: **(1)** that rodeo activities are inherently dangerous activities and involve numerous inherent risks, hazards and dangers; **(2)** such risks, hazards and dangers cannot be eliminated; **(3)** the undersigned's participation in the contemplated rodeo activities is purely voluntary; **(4)** no one is forcing the undersigned to participate in any of the contemplated rodeo activities; **(5)** the undersigned elects to participate in the contemplated rodeo activities in spite of the numerous risks, hazards and dangers associated therewith; **(6)** the undersigned is responsible for acting with the utmost care to ensure the safety of himself/herself and all other persons; and **(7)** the execution and tender of this Release and Agreement Not to Sue constitutes a material consideration given by the undersigned, separate and apart from any other consideration which may be given by the undersigned to the NWBRA and/or others, and without which the services or accommodations to be provided by the NWBRA and/or others, would not be extended to the undersigned. For and in consideration of the above-named person **who is under the age of 21** years being permitted to participate in the contemplated rodeo activities, the undersigned parent(s) or legal guardian(s), for himself/herself and on behalf of said person, hereby acknowledge(s) he/she/they: **(1)** read and understand(s) the foregoing Release and Agreement Not to Sue; **(2)** represent(s) that the facts concerning the above-named person stated therein are true; and **(3)** voluntarily and knowingly join(s) in and agree(s) to be bound by the foregoing Release and Agreement Not to Sue specifically including, but not limited to, the undersigned's agreement not to sue the releasees, and to waive, release, save, indemnify and hold the releasees harmless from all liabilities in any way relating to, arising out of or connected with the above named person's participation in the contemplated rodeo activities.

Name _____ Relationship _____

B. The undersigned represents and warrants that the undersigned **(1)** is in good physical condition and possesses the requisite degree of skill, knowledge, experience and training necessary to engage in the contemplated rodeo activities safely; **(2)** has no illness, disease, physical impairment or medical condition which would or could affect, limit or impair his/her ability to engage in the contemplated rodeo activities safely or which would or could adversely affect the health or safety of others; **(3)** will not imbibe, ingest, inhale, use or take any alcohol, drug or illegal substance before or while engaging in the contemplated rodeo activities; **(4)** does not take any prescription medication which would or could affect, limit or impair his/her ability to engage in the contemplated rodeo activities safely; **(5)** maintains health, disability and life insurance in such amounts and with such coverage as the undersigned deems appropriate; **(6)** will accept and abide by the rules and regulations of the NWBRA and to obey the directions of the designated officials; and **(7)** that medical or other services rendered to the undersigned by, or at the insistence of, any of the persons or entities listed in part C. in this agreement (the "releasees"), is not an admission of liability to provide or to continue to provide any such services, and is not a waiver by any of such persons or entities of any right under this Release and Agreement Not to Sue.

C. The undersigned hereby assumes and accepts all risks of damage, loss, injury, paralysis or death associated with the contemplated rodeo activities. The undersigned, for himself/herself, his/her heirs, successors, representatives, assigns and subrogees, hereby knowingly and intentionally waives and releases and agrees to save, indemnify and hold harmless the NWBRA and its respective employees, officers, directors, shareholders, trustees, beneficiaries, sponsors, members, agents, promoters, volunteers, affiliates, heirs, successors, representatives and assigns (collectively the "releasees") from and against all liabilities, claims, demands, actions, causes of action, suits, expenses (including attorney fees and expenses of litigation) and amounts (collectively "liabilities") which in any way relate to, arise out of or are connected with the undersigned's **(1)** participation in the contemplated rodeo activities; **(2)** use of his/her, NWBRA's, or any other person's services, animals, vehicles, facilities or equipment, including, but not limited to, any damage, loss, injury, paralysis or death to the undersigned or any damage or loss to the undersigned's property, whether such damage, loss, injury, paralysis or death results from the negligence of any releasees, another participant and/or any other person or cause whatsoever. The undersigned also voluntarily and knowingly promises not to sue any of the releasees individually or collectively on any such liabilities. The undersigned further acknowledges that the foregoing release and indemnity is intended to include all liabilities, whether known or unknown, whether foreseen or unforeseen, whether direct or indirect, and whether involving property damage, personal injury (including death) or otherwise. The undersigned each acknowledge all rights under SDCL 20-7-11 and any similar law of any state or territory of the United States or province or territory of Canada limiting or exempting any type of claim from being completely, totally, and fully released by this Release and Agreement Not to Sue are hereby expressly waived. SDCL 20-7-11 reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

D. To the maximum extent allowed by law, this Release and Agreement Not to Sue shall be governed by and construed in accordance with the laws of the State of South Dakota regardless where executed or where the rodeo activity occurs. Should any action be necessary to enforce or interpret this Release and Agreement Not to Sue, the undersigned promises to pay all costs, including attorney's fees and expenses of litigation, in addition to any other relief which may be awarded or obtained. Any legal action brought concerning this Release and Agreement Not to Sue shall be venued in the state or federal courts of South Dakota, and the terms of this document shall be admissible in evidence as a binding legal document between the undersigned and the persons and entities listed above in this agreement.

E. The undersigned has carefully read, clearly understands and voluntarily signs this Release and Agreement Not to Sue with the full understanding that the undersigned is waiving and releasing all legal rights the undersigned may have. The terms of this Release and Agreement Not to Sue are contractual and not a mere recital. The invalidity or unenforceability of any term, phrase, paragraph, restriction, covenant, agreement or other provision hereof shall in no way affect the validity or enforcement of any other provision, or any part thereof.

I HAVE READ THE RELEASE AND AGREEMENT NOT TO SUE (INCLUDING THE PROVISIONS ON THE BACK OF THE PAGE) AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Furthermore, the undersigned has consulted with his/her attorneys before signing this Release and Agreement Not to Sue or has knowingly elected not to do so.

Member Signature _____ Guardian Signature _____

THIS MEMBERSHIP APPLICATION IS NOT VALID UNTIL SIGNED

Send check and form to: Elaine Hagen, 43287 146th ST, Webster, SD 57274