

MEMBERSHIP APPLICATION FOR EAST COAST DRAG BOAT ASSOCIATION

Tommy Moore, Secretary/Treasurer
 1000 4th Avenue
 Conway, South Carolina 29526
 Email: dudsandsuds@yahoo.com

YEAR ENDING DECEMBER 31, 2010

<input type="checkbox"/> Associate \$50.00	<input type="checkbox"/> AOF \$75.00	<input type="checkbox"/> Annual \$200.00	<input type="checkbox"/> One Day \$100.00
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Please Print Clearly IF UNDER 18, A MINOR RELEASE MUST BE COMPLETED

Name	Do you have insurance? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Address	Date of Birth		
City	Home Phone		
State	Employer		
Zip Code	Business Phone		
Spouse's Name:	Cell Phone:		
Years Racing	Sponsors	Outboard	
Classes	Boat Model	Eng. Cu. In.	Carb.
Injected	Nitrous	Boat Number	Weight lbs.
Boat Name			
Racing Awards			

AGREEMENT OF RELEASE

Must be Signed and Witnessed

- A. Membership in **ECDBA** includes the following benefits to each individual member:
1. Registration for boat and motor, where applicable.
 2. The right to participate in **ECDBA** sanctioned events, subject to **ECDBA** rules and regulations.
 3. Mutual covenants not to sue me or my fellow members, in the event any act of mine causes bodily injury or property damage, to them during actual sanctioned periods.
- B. All of the above mentioned benefits do not necessarily apply to club, patron, associate, honorary life and single event members. Nevertheless, this **Release must** be signed by all members.
- IN CONSIDERATION of being granted the above benefits of membership in ECDBA, I, THE UNDERSIGNED, for myself, my personal representatives, heirs, next of kin, successors and assigns, DO:
- a) HEREBY AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL ACTS OR ACTIVITIES of myself, my drivers, assistants and crew for any and all damage or injury that may be caused by any or all of us or by our boat, motor, properties or possessions in any way growing out of or resulting from the operation of my registered boat racing equipment and/or as a result of our participating in a regatta or time trial during the actual sanctioned period.
 - b) HEREBY AGREE to be bound by all the rules of the Association and agree that decisions of its officials and/or interpretation of its rules will be government exclusively by the administrative review and appeal procedure set forth in such rules.
 - c) HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE CLUB AND ASSOCIATION INCLUDING ALL OF ITS CORPORATE, ELECTED AND APPOINTED OFFICIALS, ALL MEMBERS OF THE COMMITTEES, REFEREES AND INSPECTORS, ITS INDIVIDUAL MEMBERS, ITS MEMBER CLUBS, AGENCIES OR GOVERNMENT WHICH CONTROL ESSENTIAL LAND AND WATER SITES, FINANCIERS AND FIRMS WHICH RENDER ESSENTIAL SERVICE GRATIS, INCLUDING ALL OFFICERS, AGENTS AND EMPLOYEES OF THE FOREGOING AND VOLUNTEER WORKERS ASSISTING IN SANCTIONED ECDBA CLUB RACE AND TIME TRIAL ACTIVITIES, all herein after referee to as

“Releases” from or for any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury, death or damage to property of the undersigned which in any way grows out of or results from any club race or time trial activity or part thereof, during the actual sanction period and whether any such claim may be based upon alleged active or passive negligence whether caused by the releasee or otherwise, or participation in the wrong, or upon any alleged breach of any statutory duty or obligation, and

- d) HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasee or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.
- e) THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the province or state in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue if full legal force and effect.
- f) HEREBY ACKNOWLEDGE AND AGREE that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape or sound reproduction taken, made, transmitted, reproduced, or used for any purpose of any ECDBA sanctioned event, including practice, qualifications, the race, awards ceremonies or other events associated with the racing event, also including but not limited to pictures and sound of me alone or with other persons, with or without racing equipment as well as any and all receipts there from and any transcription thereof.
- g) IN CONSIDERATION OF THEIR PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT, I hereby assign all commercial communication and broadcast rights to the ECDBA and do declare if as my lawful agent and representative regarding such rights, I agree, that the club or its assigns, on a non-exclusive basis, may use my name and pictures, including pictures of my racing equipment and pictures taken at any sanctioned event for publicity purposes.

BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT I have read and understand all of the foregoing:

I accept the valuable benefits of membership as good, valid and adequate considerations. The statements in my application are true and the releases will rely on them and upon all my commitments in entering into a membership contract with me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2010. (If 18 years or older.)

MEMBERSHIP WILL NOT BE CONSIDERED UNLESS THIS AGREEMENT IS SIGNED BELOW.

Signed _____ Witness _____