



## **2020 PBR Australia Contract Personnel Membership Requirements**

### **PLEASE READ THIS PAGE BEFORE COMPLETING THE MEMBERSHIP APPLICATION**

Membership may be denied, withdrawn, suspended or changed by category, without cause, at any time by the PBR, at its sole and absolute discretion.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.

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 member application packet.

If you have any questions, please call the PBR General Manager on 0747 240 218.

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

Sign: \_\_\_\_\_ Date: \_\_\_\_\_



For Office use only: ID# _____ Paid: _____ Received License: _____
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**PBR International LLC and Professional Bull Riders Australia Pty Ltd**  
**“PBR Australia” ACN. 120218304**  
**Contract Personnel Membership 2020 Application**

The application must be filled out completely, signed and submitted with membership fee to PBR Australia Pty Ltd, PO Box 979 Townsville QLD 4810 before the granting of membership will be considered. Note: MUST SEND COPY OF DRIVER'S LICENSE or other valid government issued Photo Identification.

Name:

\_\_\_\_\_

Last	First	Middle
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Mailing Address:

\_\_\_\_\_

Street or PO Box	City	State	Post Code
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Hometown & State (If different than mailing address) \_\_\_\_\_

Phone Number: Home: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Marital Status: \_\_\_\_\_

GST Registered: Y / N (Circle one) ABN Number: \_\_\_\_\_

Contact in Case of Emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Street Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Life Insurance Beneficiary:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Street Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_



## 2020 PBRA Membership Dues

**Your Shirt or Jacket Size:** S / M / L / XL / XXL / XXXL

Tick Applicable

\_\_\_\_\_ Protection Athlete Card

\_\_\_\_\_ Judge / Chute Boss / Announcer/Music Director

\_\_\_\_\_ PERMIT Stock Contractor Card - \$220

\_\_\_\_\_ Stock Contractor Card - \$440

All prices include GST and all memberships will expire December 31 2020

**PAYMENT INFORMATION:** Please tick form of payment.

Cheque: \_\_\_\_\_ Money Order: \_\_\_\_\_

Direct Deposit: \_\_\_\_\_ (Please email copy of payment advice to [dhallam@pbr.com](mailto:dhallam@pbr.com))

### **Bank Details: HSBC**

Account Name: Professional Bull Riders Australia Pty Ltd

BSB: 342 011

Account: 242476001

**Credit Card:** Please Contact Dianne Hallam Competition & Initiative Director to pay via credit card phone 0417 826 809.

**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.**

**PBR AUSTRALIA PTY LTD**

**MEMBERSHIP OATH**

I, \_\_\_\_\_, hereby acknowledge that 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, PBR Australia or any applicable parent or successor organization (Governing Body). I hereby agree to conduct myself in a professional, moral and financially responsible manner or, in the sole and absolute discretion of the Governing Body, 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 applicable Governing Body and I, for and on behalf of myself and my spouse, children, parents, next of kin, heirs, representatives, successors and assigns, expressly waive and release any and all claims for personal injury, death, property damage or any other claim that I have now or may have in the future against PBR, PBR Australia, all applicable holding companies, subsidiaries, associated and related companies, affiliates, members, shareholders, officers, directors, employees, agents, officials and sponsors, and any PBR, PBR Australia, or Governing Body sanctioned, approved or affiliated bull riding production entity and their respective affiliated, associated, related, parent or subsidiary companies. This provision shall be binding upon me, as well as upon my spouse, children, parents, next of kin, legal representatives, heirs, successors and assigns. I have been repeatedly warned about the hazards and risks inherent in bull riding, realize that bull riding is an inherently and extremely dangerous event and I understand and accept those risks. ***I understand and attests that he/she will not be under the influence of alcohol or drugs while bull riding*** in any capacity including without limitation participation as a contestant, an employee, an observer, an official, an assistant or volunteer and understand that doing so will nullify any points won towards the championship and world standings which will subject the undersigned to disciplinary action including fines and or suspensions and or termination of membership, membership fees, entry fees, prize-money and bonuses.

I swear that the information stated above is both accurate and true. This oath shall be valid and applicable for all future periods of membership even if not resigned each year/season.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**PBR International LLC and Professional Bull Riders Australia Pty Ltd (“PBR Australia”) ACN 120 218 304 Membership Release**

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

All references to Professional Bull Riders Australia Pty Ltd (“PBR Australia”) and to the conferment of benefits, rights and entitlements upon PBR Australia in each and every one of the four (4) sections of this document also constitutes and represents a reference to and conferment of such benefits, rights and entitlements upon PBR International, LLC, Professional Bull Riders Inc. and to and upon all other associated and related incorporated entities.

**1. Waiver of Liability for Third-Party Claims**

In consideration of my being considered for or granted membership with PBR Australia and further in consideration of my participation or involvement in any capacity in any PBR Australia sanctioned, approved, related or affiliated event(s), I hereby agree to unconditionally and forever release, waive, discharge PBR Australia from and covenant not to sue PBR Australia or to seek contribution from PBR Australia, its, subsidiaries, affiliates, associates, members, shareholders, officers, directors, employees, agents, officials, contractors and sponsors, together with any PBR Australia sanctioned, approved or affiliated bull riding production entity, their respective affiliated, related, holding or subsidiary companies and their respective officers, directors, members, employees, contractors and agents, in respect to any and all claims, demands, suits and liabilities for any and all property damage, personal injury, death or other responsibility asserted or adjudged against me by any third parties arising from my participation or other involvement in PBR Australia sanctioned, approved and affiliated events or activities, except any such claims, demands, suits or liabilities asserted or adjudged against me by a third party resulting solely from the gross negligence or willful misconduct of the PBR Australia (and/or PBR Australia’s affiliated or related companies and their respective officers, directors and employees).

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**2. Compliance with PBR Rules and Policies**

By signing and submitting this membership application, if accepted as a PBR Australia member, I agree to abide by PBR Australia rules and policies (which may change from time to time) and be financially responsible for payment of any related costs, expenses or penalties for PBR Australia events attended.

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**3. Publicity Consent**

By signing and submitting this membership application and as a condition of my entry into a PBR Australia or PBR or other PBR related sanctioned, approved or affiliated venue or event, I hereby consent to PBR Australia’s (and parent company’s, its 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 Australia 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 Australia, worldwide including Australia and/or related activities or events, Australia Cup and/or related activities or events, the Season Tour and/or related activities or events, any other events or activities sanctioned, approved or affiliated with or by PBR Australia or 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 Australia Cup and/or related activities and events, the Season Tour Events and/or related activities and events, or any other series, tours and/or PBR Australia events held around the world by virtue of successor, replacement or other series or tours PBR Australia may launch, together with other events sanctioned, approved or affiliated by PBR Australia may be filmed, recorded, transmitted, reproduced, altered, distributed, exploited and broadcast on one or more television networks and by other audio/visual means and 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 Australia (and PBR Australia's parent companies, subsidiaries, licensees, sublicenses and affiliates) and agree that PBR Australia (and PBR Australia's parent companies, subsidiaries, licensees, sublicenses 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 Australia the rights (including the right to permit others, as PBR Australia 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 Australia, or the Events or the sport of professional bull riding, as determined by PBR Australia and without any additional compensation due from the PBR Australia or any other party.

For good and valuable consideration, the receipt of which is hereby acknowledged, I also grant to PBR Australia (and PBR Australia's subsidiaries, licensees, sublicenses and affiliates) the rights (including the right to permit others, as PBR Australia 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 Australia PBR or related company produced, licensed, sublicensed or sanctioned (i) promotional materials in any media format, (ii) photographs, calendars, books, magazines, flyers, posters, trading cards, programs, motion pictures, 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 Australia's official website as well as any PBR Australia 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 Australia's official website or any PBR Australia A fantasy-type game website; and/or (iv) PBR Australia's official merchandise catalog, even if such items are offered for sale by PBR Australia or with the permission of PBR Australia, and even if PBR Australia 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. PBR Australia may not, however, use the Rights on items offered for sale other than those specifically identified above or in any way that would constitute an endorsement by me of a non-PBR Australia product or service without my additional consent.

For the avoidance of doubt, pursuant to this publicity consent and my membership application, I grant to PBR Australia (and PBR and PBR Australia's parent companies and subsidiaries, licensees, sublicenses 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 Australia or PBR.

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

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#### **4. Waiver, Release and Indemnity**

I acknowledge that bull riding is an extremely dangerous activity, that participation in and presence at a bull riding venue or event, including but not limited to PBR Australia Cup events, PBR Australia's Season Tour, and PBR events held around the world, and any other events or activities sanctioned, approved by or affiliated to 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. I realize that the risks are not restricted to only competing but also include being in the arena, behind the chutes, in the livestock holding area, pens and any other area associated with bull riding events. Being fully aware that my participation in and presence at bull riding events will result in my exposure to substantial and serious hazards and risks of property damage, physical injury and/or death and in consideration of being accepted as a member of PBR Australia and participating in PBR Australia's events and activities, I, for and on behalf of myself and my spouse, children, parents, next of kin, heirs, representatives, successors and assigns, unconditionally and irrevocably agree to assume all such hazards and risks and do hereby unconditionally and forever discharge, waive, hold harmless and release PBR Australia and its subsidiaries, affiliates, officers, directors, shareholders, employees, members, agents, representatives, officials, judges, bullfighters, volunteers and contractors, together with all other parties or entities involved in the sanctioning, approval, production, organization, conduct, sponsoring, advertising and performance of PBR Australia's events and activities for any matter relating to my participation in any Events or relating to this waiver and release, and membership application (and each such persons' or entities' affiliates, officers, directors, employees, volunteers and agents) (collectively "Releases") from any and all claims, demands,

losses, costs, liabilities and responsibilities arising from or in any way relating to my participation in or presence at PBR Australia sanctioned, approved or affiliated events and/or venues, including any claims, demands, losses, costs, liabilities or other responsibilities that are known or unknown, seen or unforeseen, future or contingent, and whether or not such claims, demands, losses, costs, liabilities, or other responsibilities are occasioned, in whole or in part, by the negligence of the Releases, or otherwise.

I will not now or at any time in the future, directly or indirectly, commence, threaten or prosecute any claim, action, suit or other proceeding against the Releases, or any of them, arising out of or related to the claims, demands, liabilities and other responsibilities I am by this Agreement assuming, discharging, waiving and releasing.

Further, in consideration of being granted membership and being able to participate in PBR Australia/PBR sanctioned, approved, related or affiliated events and activities, I hereby indemnify and shall continue to indemnify and agree to hold harmless PBR Australia, PBR, (and all related companies, parent companies, subsidiaries, affiliates, associates, members, partners, shareholders, officers, directors, employees, agents, officials, contractors and sponsors) from any and all claims, liabilities, actions and costs, asserted, made or threatened by any person (including without limitation, any employer, spouse, parent, child or other next of kin) against PBR Australia, PBR, (and all related companies, parent companies, subsidiaries, affiliates, associates, members, partners, shareholders, officers, directors, employees, agents, officials, contractors and sponsors) in respect to all injuries and damage including without limitation any and all property damage, personal injury or death occasioned to me by virtue of or arising out of my participation in PBR Australia/PBR sanctioned, approved, related or affiliated events.

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The undertakings and covenants of the foregoing provisions shall survive the expiration or termination of this Application and my membership of PBR Australia and PBR and are binding upon me, my spouse, children, parents, next of kin, heirs, representatives, successors and assigns. This release shall be valid and applicable to all future periods of membership and competition whether or not I sign each year or season. I have carefully read and understand this release and have been advised to seek legal counsel and advice pertaining to the matters released and waived herein.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name Witness: \_\_\_\_\_

Witness Signature: \_\_\_\_\_