



2010 PBR Membership Requirements

PLEASE READ THIS PAGE BEFORE COMPLETING THE MEMBERSHIP APPLICATION

PBR is the true players association, owned and operated by the World's elite pro bull riders. Membership may be denied, withdrawn completely, suspended or changed by category, with or without cause, at any time by PBR, at its sole and absolute discretion.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 an invitation only privilege, and not a right.

Permit applicants must be at least **18 years of age** at the time of signing any forms and at the time of competition.

Currently the following criteria must be achieved for PBR Card membership consideration:

- 1. You must have won a total of \$2,500.00 in PBR-sanctioned, or approved events in one season.**
- 2. Any Card Member must win \$2,500.00 in the prior PBR season to retain card status.**

40 PBR contestants are invited to each Built Ford Tough event based upon rank. Thirty-plus Built Ford Tough events (not including the PBR World Finals) have been scheduled for 2010. Each Built Ford Tough event will have a minimum of \$80,000.00 in prize money (less the PBR sanctioning fee) provided by PBR. All entry fees for Built Ford Tough Series events will be paid by PBR, not by the contestants. We are planning approximately 160 PBR-sanctioned events for 2010, with a minimum of \$4,000 added prize money. All competing contestants will be insured for a limited amount against injury while competing at PBR events. The insurance coverage is different for each specified tour, is subject to a deductible to be paid by rider, provides a percentage coverage requiring co-payment from the rider, and is subject to change anytime. Please check with the PBR office for more information about coverage amounts, terms and conditions.

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 membership application packet.

Money won at all PBR-sanctioned or approved events by PBR members in good standing during the 2010 PBR season counts toward qualification for the 2010 PBR World Finals.

For entry listings or changes check online at www.pbrnow.com.

If you have any questions, please call the Event Tours Department at the PBR office **(719) 242-2800 ext. 3236**.

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

_____ **Date:** ___/___/___



PROFESSIONAL BULL RIDERS, INC.

2010 Membership Application

This application must be filled out completely, signed and submitted to Professional Bull Riders, Inc. ("PBR"), 101 West Riverwalk, Pueblo, CO. 81003. 719-242-2800 / Fax 719-242-2855 before membership will be considered. **MUST SEND COPY OF DRIVER'S LICENSE** or other valid government issued PHOTO IDENTIFICATION.

| |
|-------------------------|
| Office Use Only |
| ID #: _____ Paid: _____ |

Name:

Last

First

Middle

Ride As:

Address:
FedEx

Physical Address: (For express mailing – UPS,

City

State

Zip

City

State

Zip

Hometown City and State (if different than mailing address): _____

Preferred Method to Receive Information: _____ Email
_____ Regular Mail

Phone Number: _____

Fax Number: _____

Cell Phone: _____

E-Mail: _____

Social Sec. #: _____ (Please include a copy of your Social Security Card, Identification Card or Visa)

Birth Date: _____ Height: _____

Weight: _____ Marital Status: _____

Contact in Case of Emergency:

Life Insurance Beneficiary:

Coat Size: _____ Jean Size: _____ Boot Size: _____ Dress Shirt Size: _____

(This information is typically used for BFT Rider, but would be appreciated for all riders.)

PBR MEMBERSHIP OATH:

I, _____, hereby acknowledge that PBR 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. I hereby agree to conduct myself in a professional, moral and financially responsible manner or, in the sole and absolute discretion of PBR, 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 PBR which are subject to change 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 the PBR, its parents, subsidiaries, affiliates, members, shareholders, officers, directors, employees, agents, officials and sponsors, and any PBR 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. This oath shall be valid and applicable for all future periods of membership even if not resigned each year or each season. I swear that the information stated above is both accurate and true.

Signature: _____

Date: _____

2010 PBR Membership Release

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

Waiver of PBR Liability for Third-Party Claims

In consideration of my being considered for or granted membership with PBR and further in consideration of my participation or involvement in any capacity in any PBR sanctioned, approved, related or affiliated event(s), I hereby agree to unconditionally and forever release, waive, discharge PBR from, and covenant not to sue PBR or to seek contribution from PBR, its parents, subsidiaries, affiliates, associates, members, shareholders, officers, directors, employees, agents, officials, contractors and sponsors, together with any PBR sanctioned, approved or affiliated bull riding production entity, their respective affiliated, related, parent, holding or subsidiary companies and their respective officers, directors, members, employees, contractors and agents, from 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 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 (and/or PBR's affiliated or related companies and their respective officers, directors and employees).

Initial here

Compliance with PBR Rules and Policies

By signing and submitting this membership application, if accepted as a PBR member, I hereby consent to the withholding of a Sanctioning Fee (15% of total purse) at PBR venues. I acknowledge and accept that PBR will not guarantee purse money payouts, but PBR will assist in collection. I agree to abide by PBR rules and policies (which may change from time to time) and to **be financially responsible for payment of my entry fees and any related costs, expenses or penalties for PBR events entered.** I also agree that PBR may in its discretion, withhold from my past, current or future winnings any fees, fines, charges, or other unpaid balances or obligations owed by me.

Initial here

Publicity Consent

By signing and submitting this membership application and as a condition of my entry into a PBR sanctioned, approved or affiliated venue or event, I hereby consent to PBR's (and PBR's 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 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, the Built Ford Tough Series and/or related activities or events, the Touring Pro Division and/or related activities or events, any other events or activities sanctioned, approved or affiliated with or by 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 Built Ford Tough Series and/or related activities and events, the Touring Pro Division and/or related activities or events, or any other series, tours and/or events from successor, replacement or other series or tours 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 networks 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, websites, 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 subsidiaries, licensees, sublicensees and affiliates) and agree that PBR (and PBR's subsidiaries, licensees, sublicensees 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 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 sport of professional bull riding, as determined by PBR and without any additional compensation due 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 subsidiaries, licensees, sublicensees and affiliates) 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) photographs, 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's official website 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 to generally promote merchandise. 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. Other than as set forth above, PBR will not license event footage of photos of me to a third party for non-PBR commercial product, service or applications that include clear and direct endorsements by me of such non-PBR product or service.

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 bull rider, intended for personal use only, whereby Rights holder shall receive fifteen percent (15%) 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 bull riders) are captured and Featured in images commercially sold hereunder, a total royalty payment of fifteen percent (15%) 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 rider's name and likeness.

For the avoidance of doubt, pursuant to this publicity consent and membership application, I grant to PBR (and PBR's subsidiaries, licensees, sublicensees 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.

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.

Initial here

Waiver and Release

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's Built Ford Tough Series events, Touring Pro Division, 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 and participating in PBR'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 Professional Bull Riders, Inc. 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'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 "Releasees") 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 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 Releasees, 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 Releasees, 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 sanctioned, approved, related or affiliated events and activities, I hereby indemnify and shall continue to indemnify and agree to hold harmless 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 (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 by me by virtue of or arising out of my participation in PBR sanctioned, approved, related or affiliated events.

The undertakings and covenants of the foregoing provisions shall survive the expiration or termination of this Application and my membership of 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. All agreements, releases and waivers in this agreement expressly apply to any international PBR events occurring inside or outside of the U.S. and all international PBR affiliated companies and individuals, sponsors and the like, including but not limited to bull rider images captured at such events.

Signature: _____

Date: _____

Membership Dues

Membership dues along with a **completed and signed Membership Application** must be submitted to PBR headquarters **NO LATER THAN one (1) business day before entries open.** (U.S. funds only). Event entries are available **ONLY** through the Pueblo, CO office, 719-242-2800 ext 3234, 3235, 3236 and ext 3238. Event listings can be obtained at www.pbrnow.com/images/managedEventLogos/2008Schedule-WEB53.xls Or call the office for a schedule.

PAYMENT OF DUES - Check One

_____ **PBR PERMIT - \$350.00**

PBR Permit holders are eligible to upgrade to cardholder status with \$2,500 PBR winnings in a single season. Permit holders must check in with event secretary at least one (1) hour prior to start time with **cash or money order** for **applicable event entry fees**, plus an additional mandatory charge for insurance. **Replacement with alternates takes place prior to the event start time for those who fail to check in promptly.**

_____ **PBR CARD - \$350.00**

Current PBR Card Member, or have won \$2,500 in PBR Events. Card holders must check in with event secretary at least one (1) hour prior to start time with check, cash or money order for **applicable event entry fees**, plus an additional mandatory charge for insurance. **Replacement with alternates takes place prior to the event start time for those who fail to check in promptly.**

Any Card Member not winning \$2,500 in the prior PBR season must return to Permit status.

Check form of payment:

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

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

Credit Card #: _____ Exp. Date: _____

(Required) Last 3 Digits of Code on Back of Card _____

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

Name Street Address City State Zip

Signature: _____ Date: _____

NOTE: Checks/money orders will be voided and returned to applicants who are not granted membership.

Examples of PBR Approved Rowels.

Rowel Type A

Rowel Type B



PBR Competitors are required to compete with PBR approved Rowels. The cost of the rowels will be added into the membership cost.

PURCHASE OF ROWELS - Check One

ROWEL TYPE A - \$20.00

ROWEL TYPE B - \$20.00

I HAVE ALREADY PURCHASED A SET OF PBR APPROVED ROWELS