



2012 PBR CANADA STOCK CONTRACTOR APPLICATION

This Application must be filled out completely, signed and filed with:
PBR Canada 253147 Unit A Bearspaw Rd, Calgary AB Canada T3L 2P5
Phone: 403.241.4530 Fax: 403.241.4533 Email: breena@pbrcanada.com

Office use only	
ID: _____	Paid: _____

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

Company Name: _____ Contact Name: _____

Mailing Address: _____
Street, RR, or PO Box City Province Postal Code

Phone Number: (____) _____ Fax Number: (____) _____

Cell Number: (____) _____ E-mail: _____

Website: _____ Social Insurance Number: _____

Jacket Size: _____

Stock should be listed under: (circle one)

- 1. Your Name 2. Company Name 3. _____
(other)

Payment for stock should be payable to: (circle one)

- 1. Your Name 2. Company Name 3. _____
(other)

NATIONAL CARD Application Fee: \$630.00 (GST Included) _____

WORLD CARD Application Fee: \$1050.00 (GST Included) _____

Select Method of Payment: Cheque # _____ Money Order # _____ MC Visa

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

Credit Card #: _____ Exp Date: _____

OR Please check box if you will contact the PBR Canada Office at 403-241-4530 with your CC #.

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

Name Street Address City Province Postal Code

By signing below, I hereby authorize Professional Bull Riders Canada ULC to collect the personal information shown on this form for the purposes of evaluating and administering my membership, and processing my payment. I understand that my Social Insurance Number is being collected for the purposes of reporting to the Canada Revenue Agency any amounts payable to me, taxes withheld, and other tax-related reporting purposes.

Signature: _____ Date: _____

WAIVER, ACKNOWLEDGEMENT, AND RELEASE (the "Agreement")

Please read carefully and indicate your acceptance of the following by signing or initialing each paragraph as indicated.

In consideration of being considered for and, if appropriate, granted membership in Professional Bull Riders Canada ULC ("PBR Canada"), and in consideration for the rights and benefits arising therefrom, I, for and on behalf of myself, the organization I represent, and all employees, agents, representatives, contractors, personnel, laborers, workers, volunteers and other persons or entities I employ, engage or who participate or are involved on my behalf or at my direction in any capacity at PBR Canada sanctioned, approved or affiliated events, whether domestic or international ("Events"), including but not limited to those persons listed on Exhibit A hereto, (together with each of their respective next of kin, heirs, representatives, successors and assigns) (collectively, "I", "Me" or "My"):

1. I hereby unconditionally and forever release, waive, discharge, indemnify, hold harmless, agree to defend and covenant not to sue PBR Canada, Professional Bull Riders, Inc. ("PBR"), all PBR Canada Members, all PBR Members, all PBR Canada contestants, officials, judges, bullfighters, other stock contractors, event participants, sponsors and advertisers, event production affiliates, agents, contractors, event venue operators/owners, and all other parties or entities involved in the sanctioning, approval, production, organization, conduct, sponsoring, advertising and performance of the Events, and each of their domestic or international subsidiaries, parents, affiliates, officers, directors, shareholders, employees, agents, representatives, personnel, laborers, workers, volunteers and contractors (all collectively, the "Releasees"), from any and all claims, demands, losses, costs (including but not limited to reasonable lawyers' fees, court costs, and defense expenses), responsibilities and liabilities for any and all property damage, personal injury, death or other loss or injury, whether asserted by Me, or whether asserted or adjudged against Me by any third party arising from My participation or other involvement in Events, or otherwise. The foregoing waiver shall not apply to claims, demands, costs, responsibilities or liabilities resulting solely from the gross negligence or willful misconduct of Releasees.

SIGNATURE: _____ DATE: _____

2. I unconditionally warrant, represent and agree that I am NOT an employee or agent of PBR Canada in any capacity and have no power, authority, or capacity to legally obligate or bind PBR Canada in any manner. At no time will I be, be considered, or represent myself as, an employee, contractor, agent, or representative of PBR.

Initials _____

3. I acknowledge that the Releasees shall have absolutely no obligation, responsibility or liability to or for Me under any applicable workers' compensation or other similar laws. I warrant, represent and agree that I am solely responsible and liable for obtaining and maintaining any workers' compensation coverage and any other insurance coverage or other benefits that may be legally or otherwise required or desired. I further acknowledge and agree that I shall be solely obligated to pay any applicable income tax on any moneys received from PBR Canada hereunder. I further warrant, represent and agree that at no time will I seek, claim, assert or obtain workers' compensation rights, coverage or benefits from or against the Releasees, their respective affiliates, contractors or insurers. I hereby indemnify, hold harmless and agree to defend the Releasees, their respective 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 Me or any person, employee, agent, representative, contractor, volunteer or worker employed, hired, engaged, utilized or involved, in any manner, by or with Me for workers' compensation coverage or any other insurance coverage or other benefits.

Initials _____

4. I am experienced and regularly engaged in the independent trade and business of professional rodeo livestock breeding, training and related services, and possess the requisite special skills, training, capabilities and equipment necessary to do so. I am and shall at all times be free from PBR Canada's control and direction and shall be free to become a member of other associations and engage in rodeo livestock breeding, training and related services with and for others as I deem fit. The precise detail, manner and method of My activities shall be within My sole discretion. I will provide all tools, materials and equipment necessary or desirable and at no time will My business operations be combined with or incorporated into the business operations of PBR Canada.

Initials _____

5. I will, immediately prior to and upon entering any restricted area, including but not limited to the arena area, chute area, livestock holding area, pens, livestock load-in and load-out areas, concession areas and other areas appurtenant to any area where any activity related to where the Events occur ("Restricted Areas"), and will continuously thereafter, inspect such Restricted Areas and all portions thereof which I enter and with which I come in contact, and I further warrant that My entry into or upon such Restricted Area or Areas and My participation, if any, in any Events constitutes an acknowledgement that I have inspected such Restricted Areas and find and accept the same as being safe and reasonably suited for the purposes of My use, and I further agree and warrant that if, at any time, I am in or about Restricted Areas and I feel or discover anything to be unsafe, in any respect, I will immediately advise PBR Canada officials of such unsafe situation.

Initials _____

6. I acknowledge that My performance under this Agreement will expose Me to substantial risk of property damage, physical injury, and death, and that I have been fully and adequately warned with respect to all such risks. Those risks include, but are not restricted to, being in or around Restricted Areas as well as risks of bodily injury, death or property damage due to the actions, omissions, negligence or gross negligence of the Releasees, or otherwise, while in or upon any Restricted Area, and/or while observing, working or for any purpose participating in Events. Being fully aware that working or participating at the Events and that being in or around Restricted Areas will result in My exposure to substantial and serious hazards and risks, in consideration of the compensation set forth herein, I voluntarily and irrevocably assume and accept full responsibility for all such hazards and risks.

Initials _____

7. I acknowledge that bull riding, in general, and bull riding events, in particular, are an extremely hazardous activity for any livestock I may supply or provide hereunder, that I am fully aware of the risks and hazards such activities pose, and notwithstanding such hazards and warnings, I voluntarily and unconditionally release, defend, indemnify, and hold harmless the Releasees from and against any cost, liability or responsibility for any loss, damage, injury or death that My livestock may suffer hereunder.

Initials _____

8. I will comply with any and all applicable laws, regulations, and rules (including PBR Canada's Rules), 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 the actions contemplated hereunder.

Initials _____

9. I hereby unconditionally and forever release, waive, discharge, indemnify, hold harmless, agree to defend and covenant not to sue the Releasees, from/for any and all claims, demands, losses, costs (including but not limited to reasonable lawyers' fees, court costs, and defense expenses), responsibilities and liabilities for any and all property damage, personal injury, death or other loss or injury, whether asserted by Me, or whether asserted or adjudged against Me by any third party arising from My presence in or upon any Restricted Area or in any way related to My acts, omissions, services or participation in connection with any Event, and whether caused by the actions, omissions, negligence or gross negligence of the Releasees or otherwise. The provisions of this Section 9, together with My commitments and obligations hereunder, shall survive termination of this Agreement.

Initials _____

10. I acknowledge that the Events and related activities may be photographed, filmed or otherwise recorded for use, publication, broadcast or display in any media by PBR Canada, its subsidiaries, affiliates, licensees and sublicensees, including PBR-TV, Inc. (collectively, the "PBR Canada Entities"), or any third party news media, newspaper, radio, TV or cable networks, movie, or other third party shows, film crews or other individuals or entities granted access to the Events. By signing and submitting this membership application, and as a condition of My entry into Events, I hereby:

(a) consent to the public and commercial use, display, publication, performance, reproduction, copying, distribution, transmission, alteration, adaptation, creation of derivative works of and/or translation of my name, voice, image, likeness, signature, trade dress, biography, photograph, video images, and any and all other publicity rights ("My Appearance"), whether taken, recorded, captured or created at, during, before or after any Event, or at any other event or time, in or out of competition, by the PBR Canada Entities for any purpose or use that advertises, promotes or reports on PBR Canada worldwide (including Canada), whether the foregoing Events or activities have occurred prior, or will occur subsequent, to the execution of this publicity consent and membership application;

(b) grant and irrevocably assign to the PBR Canada Entities any right, title or interest, whether express or implied, that I may have in or to My Appearance, or the use of My Appearance in the public and commercial use of My Appearance (whether by the PBR Entities or any third party), and specifically waive any moral rights I may have therein, without additional compensation (whether royalties or other payments) due to Me by the PBR Entities or any other party;

(c) acknowledge that this grant and assignment of rights to the PBR Canada Entities includes without limitation the exclusive right to use, display, publish, perform, reproduce, copy, alter, create derivative works from, translate, distribute, transmit, license and otherwise exploit My Appearance for: (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) display on PBR Canada's official website as well as any PBR Canada-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 Canada's official website or any PBR Canada fantasy-type game website; and/or (iv) PBR Canada's official merchandise catalog, even if such items are offered for sale by PBR Canada or with the permission of PBR Canada, and even if PBR Canada or a third party makes a revenue or profit from such sales;

(d) hereby waive any rights of inspection or approval of My Appearance or uses of My Appearance; and

(e) authorize PBR Canada, if I am accepted as a member of the PBR Canada who participates in Events, to act on my behalf as well as on behalf of PBR Canada in engaging in promotional activities relating to the conduct of the sport and business of professional bull riding.

Initials _____

11. Without limiting the foregoing, PBR Canada reserves the right (but not the obligation) to unilaterally contract with a third party to facilitate the commercial sale of photographic images to the general public, intended for personal use only, containing depiction(s) of one or more of My bulls and/or My Appearance, whereby I shall be entitled to receive ten per cent (10%) of net sales revenue actually realized and received by PBR Canada from such image sale as royalty payment for My Appearance or My bull(s) featured in the image, as evidenced by My Appearance, my bull, and/or Me 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 Canada in its sole discretion. My Appearance or bull shall not be deemed to be featured if the use or appearance is merely incidental, unintended and/or an unnecessary component of the scene depicted in the image. In no event shall I be entitled to receive the aforementioned royalty payment if My Appearance or My bull(s) is/are not deemed, in PBR Canada's sole and absolute discretion, to be featured in said image. In the event that My bull and/or My Appearance is/are featured, and the Appearance or bull(s) of other member(s) are also featured, the 10% royalty shall be divided equally between those parties whose Appearance and/or bull(s) are featured. For greater certainty, no additional compensation shall be due to Me for said commercial sales, or for any other merchandising or use of My Appearance, other than the aforementioned royalty payment.

In the event that an individual obtains 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 Canada 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 Canada to pursue such remedies shall in no way be interpreted or construed as a waiver, relinquishment or election of rights or remedies by PBR Canada and PBR Canada 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 Canada shall in no way substitute, supersede, or limit Rights holder's right to pursue any actions and or remedies related to the misappropriation of bulls' name and likeness.

Initials _____

12. I represent that I will require, as a condition of participation, any individuals that I bring to any PBR Canada Event ("Individuals") to sign a similar release and consent as contained in this Application. If I do not obtain such release and consent on behalf of PBR Canada, I will indemnify and hold the Releasees harmless from and against any claims brought by such Individuals, including for any and all costs, expenses and lawyers' fees, if any of My personnel allege any claims against any of the Releasees. I represent that all individuals listed in the exhibit attached hereto have been made aware of this Agreement and consent and agree to all terms herein as applicable to them directly.

Initials _____

13. I am or will become familiar with the Official Rules of, and any other rules adopted by PBR Canada, and I agree to comply with and be bound by the same.

Initials _____

14. I agree that the foregoing provisions, including specifically the 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. I agree that this Agreement shall be governed and construed in accordance with the laws in effect in the Province of Alberta.

Initials _____

15. I understand that an annual or temporary PBR Canada credential may be issued pursuant to this Application, if approved. Annual or temporary credentials are the exclusive property of PBR Canada and must be surrendered upon demand by PBR Canada, in PBR Canada's sole discretion. Any annual or temporary credential lost or stolen must be reported to PBR Canada immediately. Failure to report a lost or stolen annual credential in a timely manner may result in suspension of credential rights or, if applicable, a member's license. I understand that any Credential issued hereunder solely permits Me to enter into Restricted Areas during PBR Canada Events solely in accordance with the rules, directions, instructions and procedures for access as may be established by PBR Canada from time to time. I agree that when I am in such Restricted Areas, PBR Canada may require that I carry certain identification, be accompanied by certain individuals, depart such Restricted Areas, take certain actions, or refrain from taking certain actions, and I agree to fully abide by PBR Canada's directives and instructions in that regard. I understand and agree that any credential issued to Me hereunder is personal to Me, that I may not sell, assign, lend, transfer or give it to any other person or entity, that any attempt to sell, assign, transfer, lend, or permit any other person or entity to use it shall result in a fine imposed by PBR Canada of not less than Five Hundred Dollars (\$500) and suspension or revocation of the credential and membership. In addition, I hereby INDEMNIFY AND AGREE TO DEFEND PBR Canada and all related parties for any damages or injuries, including death, arising in connection with such unauthorized sale, assignment, transfer, lending or use of the credentials.

Initials _____

16. In the event a dispute shall arise between the Parties to this Agreement, that cannot be mutually resolved, the Parties agree to participate in at least two hours of mediation 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. The mediation shall be conducted in Calgary, Alberta, unless both Parties consent to a different location.

In the event of any dispute between the Parties which arises under this Agreement is not resolved through mediation as set forth in the preceding paragraph, such dispute shall be referred to the arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The arbitration shall be conducted in accordance with Alberta's *Arbitration Act*, R.S.A. 2000, c. A-43. The award and determination of the arbitrator or arbitrators or any two of the three arbitrators shall be binding upon the parties and their respective heirs, executors, administrators and assigns, and no appeal shall lie there from.

The arbitrator(s) shall award all of the filing fees and related administrative costs to the prevailing party, if one exists, in their sole and absolute discretion. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable lawyers' 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 Agreement. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

The undertakings and covenants of the foregoing provision shall survive the expiration or termination of this Application and My membership in PBR Canada and are binding upon Me. This release shall be valid and applicable to all future periods of PBR Canada membership and competition whether or not I sign-up each year or season.

Initials _____

I have carefully read and understand this Agreement and have been advised to seek independent legal advice pertaining to the matters released and waived herein. I have signed freely and without coercion, with full understanding of the contents of this Agreement.

Initials _____

Signature: _____

Date: _____

Witness Name: _____

Witness Signature: _____

Witness Address: _____

Witness Telephone: _____

EXHIBIT A

Please list the Name, Address, and Provincial/Territorial Health Insurance status of anyone who might help at an Event. I represent that I have consent from the individuals listed below to provide the following information.

Name Address

**Is individual Eligible under a provincial/
territorial health insurance plan?**

1. _____

Yes No

2. _____

Yes No

3. _____

Yes No

4. _____

Yes No

5. _____

Yes No

6. _____

Yes No

