



Dear Promoter:

Please submit your 2012 Application Form with Approval Fee to:

PBR Canada ULC  
253147 Unit A Bearspaw Road  
Calgary, AB T3L 2P5

Upon receipt of your Application Form and Approval Fee, your event will be added to the 2012 Event Schedule and posted online at [PBRCanada.com](http://PBRCanada.com).

We strive to do our best in helping you promote your event. Please make sure you inform us of any added bonuses your event offers. Bonuses must be pre-approved by PBR competition department before they can count towards qualifier standings. We will include this on our website, in text messages, and in the monthly newsletter. If any information changes on your application form, please contact our office immediately.

Thank you for your support. We look forward to working with you in 2012!

Sincere regards,  
PBR Canada



# 2012 PBR CANADA EVENT APPLICATION FORM



Complete Application form and return with payment, along with appropriate Addendum(s) including Exhibits A-E. **Each page must be initialed in the lower right hand corner.** See Exhibit A; Section 4 for payment requirements. Make cheques payable in Canadian funds to: Professional Bull Riders Canada ULC, and mail to: 253147 Unit A Bears paw Road, Calgary, AB, Canada T3L 2P5 Ph. 403.241.4530 | Fax 403.241.4533  
**ALL PAGES MUST BE RETURNED COMPLETE BEFORE PROCESSING.**

### EVENT/ VENUE INFORMATION

**EVENT** Name \_\_\_\_\_ City/Province \_\_\_\_\_

Event Date \_\_\_\_\_ Perf. Times \_\_\_\_\_ Added Purse \_\_\_\_\_ Prizes/ Bonus \_\_\_\_\_

Misc Events/Promotions (ie: Golf, Contestant Dinner, etc) \_\_\_\_\_

**VENUE** Name \_\_\_\_\_ Seating \_\_\_\_\_ Address & Postal \_\_\_\_\_

Indoor / Outdoor (Circle One) Venue Phone \_\_\_\_\_ Venue Fax \_\_\_\_\_ Website \_\_\_\_\_ Population \_\_\_\_\_

**HOST HOTEL** & Address \_\_\_\_\_ Rate \_\_\_\_\_ Promo Code \_\_\_\_\_

Hotel Phone \_\_\_\_\_ Hotel Contact \_\_\_\_\_ Hotel Website \_\_\_\_\_

**TICKET** Vendor \_\_\_\_\_ Phone \_\_\_\_\_ Ticket Prices \_\_\_\_\_

Ticket Website \_\_\_\_\_ **\*PBR CANADA APPROVAL FEE \$1575.00 incl GST\***

### COMMITTEE / PROMOTER INFORMATION

**PROMOTER / COMMITTEE** Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Promoter Address & Postal \_\_\_\_\_ Phone \_\_\_\_\_

Cell \_\_\_\_\_ Fax \_\_\_\_\_ Email (REQUIRED) \_\_\_\_\_

**MEDIA KIT - Includes Opening Video DVD, Poster Shell, Radio Ad, PBR Canada Logos \*\*\*All promotional material must be PBR produced or PBR approved\*\*\***

Contact Person \_\_\_\_\_ Email (REQUIRED) \_\_\_\_\_

Phone \_\_\_\_\_ **\*\*\*Media Kit is in Electronic Format & available through our FTP site\*\*\***

**PBR PROMOTIONAL MERCHANDISE PACK**     YES SHIP PACK     CUSTOMIZE PACK     DECLINE PACK

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Shipping Address (NO PO or RR Addresses) \_\_\_\_\_

Email \_\_\_\_\_ Merchandiser Name & GST # \_\_\_\_\_

Promoter's Initials \_\_\_\_\_

**PRODUCTION INFORMATION**

**PRODUCTION MANAGER** NAME \_\_\_\_\_ PHONE \_\_\_\_\_

CELL \_\_\_\_\_ EMAIL \_\_\_\_\_ RIDERS (CIRCLE) **25/10** **25/12** **30/10**  
(CIRCLE) **1 DAY** **2 DAY**

**■ ■ ■ ALL JUDGES, SECRETARIES, TIMERS, BULLFIGHTERS & STOCK CONTRACTORS**

**MUST HOLD CURRENT PBR MEMBERSHIP--- NO EXCEPTIONS ■ ■ ■**

CONTACT [BREENA@PBRCANADA.COM](mailto:BREENA@PBRCANADA.COM) FOR A PBR CANADA ULC APPROVED LIST.

**PBR APPROVED JUDGES** 1) \_\_\_\_\_ **SECRETARY**

2) \_\_\_\_\_ **TIMER**

3) \_\_\_\_\_ **STOCK FOREMAN**

**BULLFIGHTERS** \_\_\_\_\_

**STOCK CONTRACTORS** \_\_\_\_\_

**ANNOUNCERS** \_\_\_\_\_

Comments (Please note any special Ground Rules pertaining to your event):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Event cancels 45 days prior to the first performance, the full deposit will be forfeited. Any cancellation 44 or fewer days from first performance of Event will result in forfeiture of the deposit and added prize money to PBR for first offense, doubling each time thereafter. See attached Exhibit A "Standard Terms and Conditions" for more details.

I, the applicant ("Promoter"), have thoroughly read this PBR Event Application and the attached Exhibit A "Standard Terms and Conditions", Exhibit B "PBR Event Procedures", Exhibit C "PBR Waiver and Release Form", Exhibit D "PBR Merchandise Sales Procedures" Exhibit E "Promoter Merchandise Sales Procedures", and any Addendums hereto (collectively, the "Agreement") and understand them completely. I do hereby agree to all the terms and conditions of the Agreement, as indicated by my signature below, and submit this Application to apply for approval of the Event referenced herein. By execution of this PBR Event Application form, the undersigned agrees to accept and comply with all terms, conditions, requirements, restrictions and obligations set forth in the Agreement and the rules and policies of PBR.

\_\_\_\_\_  
(Event)  
(Promoters Signature)

\_\_\_\_\_  
(Date)

PLEASE TURN IN COMPLETED FORM ALONG WITH THE ENTIRE APPLICATION.  
IF NOT COMPLETE, APPLICATION WILL NOT BE PROCESSED.

Promoter's Initials \_\_\_\_\_

## EXHIBIT "A"

### STANDARD TERMS AND CONDITIONS

The Promoter hereby agrees to produce, organize and co-present the Event, as defined and as such, these Standard Terms and Conditions, together with the PBR Canada Event Application Form, the PBR Canada Event Procedures (Exhibit "B"), the PBR Canada Waiver and Release Form (Exhibit "C"), the PBR Canada Merchandise Sales Procedures (Exhibit "D"), the Promoter Merchandise Sales Procedures (Exhibit "E"), and all associated Sponsorship Addendums (collectively, the "Agreement") shall apply to the Canadian Cup Series Event ("CCS") and the Canada Touring Pro Event ("CTP") (each individually an "Event" and collectively the "Events"), of which Events PBR Canada, ULC is the sanctioning body;

Winnings by PBR Members at the Events will count toward qualification for the PBR Canadian National Finals and Built Ford Tough™ Series World Finals based on cut-off dates established by the PBR;

This Agreement does not allow the Promoter, its employees, officers, directors, or any associated individual to participate in any Event, the Promoter, its employees, officers, directors, or any associated individual must become a PBR Member and comply with all participation requirements as set out by the PBR;

THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

#### 1. Compliance with PBR Canada Rules and Policies

- 1.1. By signing and submitting the attached PBR Canada Event Application Form, if accepted by PBR Canada, Promoter agrees to conduct the subject Event in accordance with the rules and policies of PBR Canada (as the same may from time to time be amended), subject to any additional conditions and requirements imposed by PBR Canada in connection with the sanctioning or approval process.

#### 2. Promoter's Obligations

- 2.1. The Promoter hereby agrees to design, plan, organize, conduct, produce, carry out the performance of, and tear-down of the Event or Events (the "Production"). The Promoter shall:
  - (a) Ensure that there is an ambulance and paramedic(s) on site at the Event at all times and Promoter shall be solely responsible and liable for all costs or expenses associated therewith;
  - (b) Ensure that at all times during the Event a large-animal veterinarian is on site or on call if provincial regulations allow in addition to a service or manner in which to quickly and humanely convey injured animals from the Event site to a private, confined treatment facility, all expenses which shall be the sole responsibility and liability of the Promoter; and
  - (c) Hereby assume all financial responsibility for the payment, collection, and security for same as appropriate of:
    - (i) Approval Fee; Must be handed in with application

Promoter's Initials \_\_\_\_\_

- (ii) Added Prize money; Must be submitted to PBR Canada UCL one month prior to event.
- (iii) ticket money paid by spectators;
- (iv) general liability insurance; Must list PBR Canada ULC as additional insured.
- (v) payment or compensation to stock contractors, contract personnel, judges, vendors and other parties which provide work, services and/or materials related to the promotion, production and/or conduct of the Event or Events; and
- (vi) any other fees, production fees, costs, and/or expenses related to the Promoter's rights and obligations as specified in detail in this Agreement.

### 3. **Categories of Events**

- 3.1. **Canadian Cup Series Event.** The Promoter shall provide a minimum Added Purse – of:
  - (a) \$20,000
- 3.2. **Canada Touring Pro Event.** The Promoter shall provide a minimum Added Purse of:
  - (a) \$5,000 if one performance;
  - (b) \$6,000 if two performances; and
  - (c) \$7,500 if three performances in this Event.
- 3.3. **Compliance with PBR Canada Formats.** For each Event, the Promoter shall utilize and ensure compliance with PBR Canada approved contestant selection criteria and competition formats:
  - (a) utilize PBR approved pay-off:
  - (b) Ensure that such Event carries the minimum commercial general liability insurance as described fully in Section 15 below.
- 3.4. PBR Canada may consider prize money and event format modifications for Promoters of multiple PBR Canada events. The Promoter shall contact the PBR Competition Dept. at 719-242-2800 ext. 3236 to request modifications in the standard PBR Canada competition format for any Event:
  - (a) PBR Canada entry opening and closing parameters will be set by PBR Canada, and:
  - (b) PBR Canada will take PBR WORLD and PBR Canada member entries for Canadian Cup Series and Canada Touring Pro Events through PBR Competition Department;
  - (c) Promoter may take Open Entries only after all PBR Canada entries have closed and only to fill any vacant entries. All Open Entry fees must be paid in cash or by money order and submitted to event secretary prior to competing;

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(d) All production costs and liability shall be the responsibility of the Promoter.

#### 4. **Approval of Event Application**

4.1. PBR Canada retains the right, in its sole discretion:

- (a) to approve or deny Promoter's application;
- (b) to change the category of Event applied for by Promoter and approved by PBR Canada.

4.2. **Incomplete applications (including those not accompanied by Application Fee/Deposit) will be rejected and the requested Event will not be scheduled.**

4.3. **Application Fees/Deposit.** For each Event, the total Deposit amount will be applied toward sanction fees, contestant insurance, and other fees due PBR Canada and paid on the following basis by Promoter:

- (a) a first time Promoter shall remit \$3,000 consisting of:
  - (i) a non-refundable \$1,500+GST Application Fee;
  - (ii) a \$1,500 Deposit (to be held in trust until Event completion);

with the completed and signed PBR Canada Event Application Form and addendums; or

- (b) an established PBR Canada Promoter shall remit \$1,500+GST consisting of:
  - (i) a non-refundable Application Fee; and

with the completed and signed PBR Canada Event Application Form and addendums.

4.4. **Return of Application Fee/Deposit.** The Application Fee, Media/Promotion Package Fee and any Deposit:

- (a) Will be refunded only in the event that PBR Canada denies approval of the Promoter's Application;
- (b) Will be forfeited to PBR Canada if a scheduled Event is cancelled for any reason.

#### 5. **Contestants and Entry Fees**

5.1. **Canada Touring Pro Events.** The Promoter shall disclose the number of contestants on the signed PBR Canada Event Application Form and shall ensure that each Event consists of:

- (a) twenty-five (25) or thirty (30) contestants for one day performance, unless otherwise approved by PBR Canada administration;
- (b) fifty (50) or sixty (60) contestants for two day performances, unless otherwise approved by PBR Canada administration; and
- (c) twelve (12) final round qualifiers per performance, unless otherwise approved by PBR Canada administration.

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5.2. **CTP Entry Fees.** The Promoter shall ensure that an Entry Fee plus Administration Fee is collected from each contestant for each PBR Canada Touring Pro Event as per the Entry Fee Scale outlined in the 2012 Official PBR Rule Book.

**6. Event Cancellation: Forfeiture of Deposit/Added Purse Money**

6.1. PBR Canada and Promoter acknowledge that if a scheduled Event is cancelled for any reason other than PBR Canada's breach of this Agreement, PBR Canada's actual damages in such event would be difficult or impossible to ascertain, and that the Promoter's Deposit and/or minimum Added Purse for the Event represents a fair and reasonable approximation of such damages and does not constitute a penalty. ACCORDINGLY, IF THE SCHEDULED EVENT IS CANCELLED FOR ANY REASON FORTY-FIVE (45) OR MORE CALENDAR DAYS PRIOR TO THE FIRST PERFORMANCE OF THE EVENT, PROMOTER'S ENTIRE APPLICATION FEE AND DEPOSIT WILL BE FORFEITED TO PBR CANADA. UPON CANCELLATION FOR ANY REASON FORTY-FOUR (44) OR FEWER CALENDAR DAYS FROM THE FIRST PERFORMANCE OF THE EVENT, PROMOTER WILL FORFEIT PROMOTER'S ENTIRE APPLICATION FEE AND DEPOSIT AND SHALL PAY TO PBR CANADA AN AMOUNT EQUAL TO THE MINIMUM ADDED PURSE FOR THE EVENT FOR THE FIRST CANCELLATION, DOUBLING EACH TIME THEREAFTER.

**7. Merchandise**

7.1. PBR Canada retains the first right to create, market and sell any merchandise bearing the trade-marks, service marks, logos, branding or other identifiers of PBR Canada or its sponsors (whether or not included in the Licensed Materials) in connection with the Event. In the event PBR Canada chooses, in its discretion, to exercise its right to create, market and/or sell any merchandise at the Event, it shall do so pursuant to the terms of Exhibit "D"--PBR Canada Merchandise Sales Procedures, attached and made a part hereof. In such event, Promoter shall have no right to create, market or sell any merchandise bearing the trade-marks, service marks, logos, branding or other identifiers of PBR Canada or its sponsors (whether or not included in the Licensed Materials) in connection with the Event without the prior written consent of PBR Canada.

7.2. In the event PBR Canada chooses in its sole discretion not to create, market or sell any merchandise at the Event, PBR Canada will advise the Promoter and the Promoter shall be obligated to acquire, market and sell merchandise bearing the trade-marks, service marks, logos, branding or other identifiers of PBR Canada or its sponsors at the Event as licensed to the Promoter, and shall obtain such merchandise solely through PBR Canada pursuant to the merchandise options set forth on Exhibit "E" -Promoter Merchandise Sales Procedures, attached and made a part hereof.

**8. PBR Canada Credentials and VIP Ticket Requests**

8.1. The Promoter shall honor all valid PBR Canada-issued or approved working credentials and access passes. It is the responsibility of the Promoter to ensure the credentials and/or access passes are valid and issued by PBR Canada, as such, if the Promoter is in doubt of the validity of the credentials or access passes, the Promoter shall contact PBR Canada to confirm validity.

Promoter's Initials \_\_\_\_\_

- 8.2. If requested by PBR Canada, Promoter shall supply up to ten (10) complimentary VIP Event tickets per performance, in an optimum seating location, for PBR Canada President or PBR Canada administration to use at their discretion.

9. **Photography**

- 9.1. PBR Canada retains the right to hire Event Photographers and expressly designate media and press photographers to grant press credentials which will allow access to the Contestants, other participants, Event related activities, and the Event site. The Promoter shall allow only photographers with valid press credentials or authorization from PBR Canada to take photographs or footage of the Contestants, other participants, Event related activities, the Event site and any private areas.
- 9.2. PBR Canada owns the intellectual rights to all photographs, images and/or footage taken at the Events, whether taken by an authorized photographer or by an unauthorized photographer.
- 9.3. The Promoter has no authority to grant press credentials or to authorize photographers onto the Event site or to take photographs or footage of Contestants, other participants, Event related activities, and the Event site. As such, the Promoter shall direct all such inquiries and press credential requests to the PBR Canada office by fax to PBR Canada, care of Media Services at 403.241.4533.
- 9.4. Promoter hereby represents and warrants that all photographers not expressly authorized by PBR Canada in writing to access and photograph the Event or holding valid press credentials shall be required to contact PBR Canada prior to the Event in order to obtain permission to attend the Event for the purpose of photographing or taking footage of the Event, Contestants, participants and related activities and areas on the Event site.
- 9.5. The Promoter has no rights pursuant to this or any other agreement to photograph or contract with a third party to take photographs of the Event, Contestants, other participants, Event related activities, and the Event site without prior written consent of PBR Canada. The Promoter shall not itself, or allow unauthorized photographers to take photographs of the Event, Contestants, other participants, Event related activities, and the Event site, and shall not sell, use, display, publish, reproduce, copy, distribute, alter, adapt, license, transmit or otherwise exploit unauthorized or authorized photographs and images for any purpose, including but not limited to commercial purposes.
- 9.6. The Promoter agrees and acknowledges that PBR Canada may enforce its rights in this section by any legal remedy available to it, including but not limited to the injunctive relief remedy detailed in Section 24.

10. **Sponsorship Policies:**

- 10.1. PBR Canada reserves the first right to sell, secure and utilize Sponsorship for the Event, either collectively or individually for sponsorship signage, banners, posters programs, Event tickets, passes and other materials, benefits, vehicle displays and Event-related activities (“Sponsorship Inventory”) and shall provide to the Promoter the Sponsorship Addendum one hundred and twenty days (120) days prior to the date of the first performance of the Event or ten (10) days following PBR Canada’s receipt of Promoter’s Event Application, whichever is later.

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- 10.2. In the event PBR Canada has not sold, secured and/or utilized Sponsorship Inventory or any portion thereof, the Promoter shall, upon notice to PBR Canada, thereafter be entitled to sell, secure and utilize such Sponsorship Inventory not sold, secured or utilized by PBR Canada.
- 10.3. Samples of all Sponsorship Inventory sold, secured or utilized by Promoter must be reviewed by and approved in writing by PBR Canada at least thirty (30) days prior to the Event. PBR Canada retains sole discretion to approve or deny all Sponsorship Inventory in connection with the Event and shall have the right to contribute additional sponsors and sponsorship money to an Event, as PBR Canada deems appropriate.
- 10.4. Promoter is prohibited from selling, securing or utilizing any sponsor or advertiser that, in PBR Canada's sole discretion, competes or may compete ("Prohibited Sponsor") with sponsors, advertisers or members of the PBR Canada sponsorship family as described fully in the written Sponsorship Addendum(s) to this Agreement. The Promoter shall obtain approval from PBR Canada of any sponsorship arrangements it wishes to engage in with regard to the Events, prior to entering into any agreement with the potential sponsor.
- 10.5. Promoter acknowledges that failure to comply with PBR Canada Contestant dress (as set forth in PBR Rules and Guidelines) and/or PBR Canada's sponsorship requirements and commitments shall be cause for immediate withdrawal of PBR Canada approval of the Promoter's Event Application, termination of the Promotional License for any Event, and immediate withdrawal of PBR Canada Member participation.

## 11. **Results**

- 11.1. The Promoter shall ensure that the following is faxed to PBR Canada at 403.241.4533 or as otherwise specified to the Promoter by PBR:
  - (a) The Event results sheets listing scores and earnings, must be received within 24 hours of the last performance for all PBR Canada events; and
  - (b) Copies of the Contestant list, Judges' sheets noting buck off times and stock scores, infractions and pay-off (noting any purse deductions) must be received by PBR Canada the first business day following the last performance of the Event.

## 12. **Protection Bull Fighters, Announcers, Contract Acts**

- 12.1. PBR Canada shall also have sole approval rights for all Event bullfighters, announcers, and contract acts and all related personnel. A minimum of two (2) bullfighters must be used throughout each Event performance. Notwithstanding the foregoing, Promoter shall be solely and exclusively responsible for all bullfighters, judges, announcers and contract acts, together with their respective actions, liabilities and risks. PBR Canada's retention of selection and approval rights, and/or the exercise of the same, shall not constitute an assumption of responsibility, liability or risks by PBR Canada relative to such persons or activities and shall not relieve Promoter of sole responsibility and liability therefore.

Promoter's Initials \_\_\_\_\_

**13. Event Judges, Secretaries, Stock Contractors, Bull Fighters**

- 13.1. Promoters are responsible for hiring Event Judges, Secretaries, Stock Contractors, and Bull Fighters. Promoters will contact the PBR Canada Office for an approved list.
- 13.2. The Promoter agrees and acknowledges that they shall be responsible for payment of all fees to Judges, Secretaries, Stock Contractors, and Bull Fighters on the last day of each Event.

**14. Fee Payment to PBR Canada and Payouts to Contestants**

- 14.1. The Promoter shall pay out the total of the Added Prize money to PBR Canada one month prior to event start date. The Promoter shall not withhold any Prize money for any reason, including paying for Event-production related costs or expenses.
- 14.2. **Sanctioning Fee.** In consideration of the rights granted to Promoter for each Event, PBR Canada will withhold fifteen percent (15%) of the Total Purse. The Total Purse includes, without limitation:
- (a) all Entry Fees;
  - (b) Promoter's Added Prize Money; and
  - (c) The Sanctioning Fee.
  - (d) but does not include a deduction of the Promoter's pay-offs, Judge's Fees or production related costs or expenses.
- 14.3. **Marketing/Promotional Records.** Within seven (7) days after the last day of the Event, the Promoter will provide PBR Canada with a marketing report describing Promoter's promotional activities for the Event and sponsor compliance, including:
- (a) photographs of all required signage and sampling/display locations (if applicable); and
  - (b) all uses of the Licensed Materials (as defined in Section 17 below and other promotional activities for each Event.
- 14.4. **Accounting Records.** All books and records related to and relevant to the Promoter's obligations hereunder shall be maintained by the Promoter and made accessible and available to PBR Canada for inspection for at least two (2) years after termination or expiration of this Agreement. The Promoter shall maintain full, clear and accurate records of:
- (a) Added Prize Money;
  - (b) Contract Personnel , Judges, Secretaries, Bull Fighters Fees; and
  - (c) other related information that PBR Canada reasonably requests.
- 14.5. **Audit Rights.** Upon request and reasonable notice, PBR Canada, or an independent accountant at PBR Canada's expense, shall have access to the Promoter's records (and shall be permitted to copy or reproduce such records) to the extent reasonably necessary to audit and verify Promoter's compliance with the terms of this

Promoter's Initials \_\_\_\_\_

15. **Liability Insurance**

15.1. **Commercial General Liability.** On an occurrence basis for each of the Events and throughout the Term, Promoter will provide, at its own expense, the following types and amounts of insurance. Promoter’s insurance will contain an endorsement adding **PBR Canada ULC and its affiliates, subsidiaries, officers, directors, employees and agents as Additional Insureds** in all policies except Workers Compensation. The insurance coverage required shall be as follows:

- (a) **Workers Compensation:** Statutory limits as required by provincial law for all of its employees and officers;
- (b) **Commercial General Liability Insurance:** Coverage to be on an occurrence basis with limits of not less than **\$5,000,000/\$5,000,000 Bodily Injury, Personal Injury and Property Damage including:** Contractual Liability insuring the obligations assumed by Promoter in this Agreement, Products/Completed Operations, Independent Contractors Protective Liability, and Broad Form Property Damage including Completed Operations; and
- (c) **Excess Liability Insurance:** Coverage with limits of not less than \$3,000,000, excess of all of the above insurance.

15.2. The Promoter’s required insurance shall be in a form reasonably acceptable to PBR Canada and shall require the insurer to provide at least fourteen (14) days prior written notice of any major reduction, change, or cancellation in coverage.

15.3. The Promoter shall provide PBR Canada with evidence of coverage within fourteen (14) days of PBR Canada’s request following execution of this Agreement. Failure to provide such certificate within a reasonable time or to maintain the insurance coverage specified herein will be deemed a material breach of this Agreement. If coverage is not in place, contestant participation by PBR Canada members will be immediately withdrawn and PBR Canada shall have the right to terminate this Agreement.

15.4. In the event of any lapse in insurance coverage required PBR Canada will have the right (but not the obligation, and not as an election of remedies) to obtain replacement insurance and to deduct the cost of same from any amounts then owing by PBR Canada.

15.5. **Contestant Accident Insurance.** Contestant accident insurance for all participating contestants for each Event and for participants under coverage provided by PBR Canada at its own expense through PBR Canada Headquarters. For all questions or more information, contact the PBR Canada Office at 403.241.4530.

15.6. **Media Package, Licensed Materials and Promotional License Grant**

With submission of the PBR Canada Event Application Form, Promoter shall obtain from PBR Canada a “Media Package”, consisting of radio, print, television (Cup Series Only) and other “shell” media materials, photo CD, PBR Canada and/or its sponsor’s and Member’s trade-marks, copyrights and other intellectual property rights, whether registered, pending, or to be applied for in the future, and related

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materials designated and authorized by PBR Canada for use before and during each Event (the "Licensed Materials").

15.7. **Promotional License.** Upon acceptance of Promoter's Event Application, PBR Canada shall grant to Promoter a non-exclusive, limited, non-transferable and revocable license to use the Licensed Materials ("Promotional License"):

- (a) to promote the Event, subject to the terms and conditions of this Agreement and the rules, guidelines and policies of PBR Canada; and
- (b) to use the Licensed Materials solely for promotional and marketing purposes with respect to the specific Event applied for and approved by PBR Canada during the 2011 Season.
- (c) It is understood and agreed that the Promotional License and use of the Licensed Materials shall pertain only to the specific Event or Events applied for and approved by PBR Canada and does not extend to any other event, function, product, service or activity.

15.8. The Promotional License granted does not:

- (a) constitute an express or implied endorsement or approval by PBR Canada of the Promoter's products, services or activities and shall not be construed to constitute such endorsement or approval;
- (b) authorize or permit the Promoter to make copies of or reproduce, modify or otherwise alter or enhance any of the Licensed Materials, without the prior written consent of PBR Canada; or
- (c) authorize or permit the Promoter to use the Licensed Materials in any manner other than as specifically set forth in this Agreement.

15.9. **Term of Promotional License.** Except as otherwise expressly provided in writing, the Promotional License shall commence upon PBR Canada's acceptance of Promoter's Event application and PBR Canada's receipt of all fees and deposits required hereunder shall extend only for the duration of the Event applied for and approved by PBR Canada. The Promotional License shall not be extended except by a separate written agreement executed by PBR Canada and Promoter.

15.10. Promotional License granted is personal to Promoter and Promoter shall have no right to assign, subcontract or otherwise transfer its rights or obligations under this Agreement without the prior written consent of PBR Canada, which consent shall be at the sole discretion of PBR Canada.

## 16. **Advertising the Event**

16.1. **Advertising with Licensed Materials.** Promoter shall advertise and promote the Event(s) using only the Licensed Materials, unless otherwise expressly agreed to in a signed writing by PBR Canada:

- (a) the Promoter shall bear all costs and expenses associated with the advertising, marketing and promotion of the Event(s) and in conjunction with the use of the Licensed Materials;

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- (b) all advertising and other promotional materials prepared in connection with the Licensed Materials shall be approved by PBR Canada prior to their final production and use;
- (c) all approved promotional and advertising materials created or used by Promoter must include all markings as required by PBR Canada, shall comply with all applicable laws and regulations, and shall not infringe or violate the rights of any third party; and
- (d) Promoter's use of the Licensed Materials and any approved advertising or promotional materials related thereto shall be Promoter's sole responsibility and liability.

16.2. Promoter may request a waiver in connection with the Media Package and utilization of PBR Canada Licensed Materials. All such requests must be made in writing to the PBR Canada. If such a request is granted, appropriate Tour logos and references must be included in all advertising and promotional materials. Promoter understands that all materials **must be approved by PBR Canada** before they may be used to advertise or promote Event.

## **17. Intellectual Property Rights**

17.1. Promoter acknowledges and agrees that PBR Canada, including its affiliates, licensees, licensors, Sponsors and partners, is the sole owner of all right, title and interest in and to the Licensed Materials, as well as any other property not included in the Licensed Materials, including but not limited to trade-marks, trade names, logos, service marks, copyrights, trade secrets, know-how or any other intellectual property rights related to PBR Canada and the Event(s), throughout the world (collectively, the "Intellectual Property") and as such the Promoter:

- (a) shall not dispute or contest, directly or indirectly, PBR Canada's exclusive right, title and interest thereto or the validity of the Intellectual Property;
- (b) shall not own or acquire any right, title, or any other interest in the Licensed Materials or Intellectual Property, nor shall Promoter acquire any right, title or interest in any other intellectual property of PBR Canada, whether or not related to the Licensed Materials or Intellectual Property;
- (c) acknowledges the goodwill associated with the use of the Licensed Materials and the Intellectual Property shall inure to the sole and exclusive benefit of PBR Canada;
- (d) shall, at its own cost and expense, protect and defend PBR Canada's ownership of the Licensed Materials and all Intellectual Property against all claims, liens, legal encumbrances or processes of creditors of Promoter, or misappropriation by third parties, and shall at all times keep the same free and clear from all such claims, liens, encumbrances, processes, and misappropriation; and
- (e) shall notify PBR Canada promptly in writing if it becomes aware of or suspects any infringement of any of the Intellectual Property. PBR Canada shall have the sole right, but not the obligation, to take such action regarding any alleged infringement of any of the Intellectual Property as PBR Canada deems fit. Promoter shall fully cooperate with PBR Canada in any such action.

Promoter's Initials \_\_\_\_\_

- 17.2. The Promoter hereby transfers and assigns to PBR Canada any and all rights it may hold or acquire in the Licensed Materials or Intellectual Property and to any modifications, enhancements, updates or upgrades thereto. In the event the Promoter creates any authorized or unauthorized derivative works based on the Licensed Materials or Intellectual Property, PBR Canada will be the owner of all such derivative works and any proceeds or profits derived therefrom, and Promoter hereby transfers and assigns to PBR Canada any and all rights to the same.
- 17.3. **Film and Video Media and Rights.** The Promoter acknowledges that PBR Canada retains all right, title and interest in and to the filming, taping, radio or television broadcasting, or the display, performance, reproduction, alteration, transmission, distribution and exploitation in any manner, media or form thereof (whether commercial, public or otherwise) ("Film Rights") of the bull riding portion of any Event, and any and all related rights, including without limitation, all copyrights, rights of publicity, and any other intellectual property rights or proprietary rights in any related or visual or sound depiction related thereto. All news by members of the press with recognized credentials, promotion and other radio/filming/taping/or televising of any Event, and the use of any other visual or sound depiction related to the Events or any portion must be approved in writing by PBR Canada.
- 17.4. Promoter must obtain PBR Canada's prior written consent and permission, as well as that of the individual participant, prior to any PBR Canada Members' appearance in any form of television (including cable, pay per view, subscription, closed circuit or otherwise), radio, film or other visual or sound depiction in connection with any Event, other than news coverage by members of the press with recognized credentials. Any waiver of this provision shall be in writing and accompanied by a separately executed agreement between the parties as to the allocation of rights with regard to PBR Canada's Members.

#### **18. Publicity Releases for Open Entry and non-Member Contestants**

- 18.1. The Promoter shall obtain from any Open Entry or other non-PBR Canada member, as a condition of entry in an Event the executed PBR Canada Waiver and Release Form attached hereto as Exhibit "C", and as may be amended from time to time, and shall provide a copy of the executed PBR Canada Waiver and Release Form to PBR Canada at least fourteen (14) days prior to the Event.

#### **19. Representations and Warranties**

- 19.1. **PBR CANADA MAKES NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED) REGARDING ANY OF THE LICENSED MATERIALS, MEDIA PACKAGE OR INTELLECTUAL PROPERTY. ALL LICENSED MATERIALS, MEDIA PACKAGE AND INTELLECTUAL PROPERTY ARE PROVIDED "AS IS" AND PBR CANADA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR ANY OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR IN WRITING, REGARDING THE LICENSED MATERIALS, MEDIA PACKAGE OR INTELLECTUAL PROPERTY, THEIR USE OR PERFORMANCE OR OTHERWISE RELATED TO THIS AGREEMENT, SUBJECT TO EXCEPTIONS MANDATED BY LAW.**
- 19.2. **AT NO TIME SHALL PBR CANADA (OR ANY OF PBR CANADA'S SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) BE LIABLE FOR ANY INDIRECT, SPECIAL,**

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**PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, INTERRUPTION OF BUSINESS, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING, FUNCTIONING OR USE OF THE LICENSED MATERIALS, MEDIA PACKAGE OR INTELLECTUAL PROPERTY OR ANY OTHER MATERIAL OR SERVICE PROVIDED BY PBR CANADA, WHETHER ARISING OUT OF CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF PBR CANADA IS ADJUDGED NEGLIGENT OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUBJECT TO EXCEPTIONS MANDATED BY LAW. UNDER NO CIRCUMSTANCES WILL PBR CANADA'S LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID TO PBR CANADA BY PROMOTER PURSUANT TO THIS AGREEMENT. PBR CANADA'S LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL OF PBR CANADA'S EXPENDITURES TO ADDRESS LIABILITY BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. PROMOTER UNCONDITIONALLY RELEASES PBR CANADA (AND EACH OF PBR CANADA'S SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ALL OBLIGATIONS, LIABILITIES, CLAIMS OR DEMANDS IN EXCESS OF THE LIMITATION. THIS PROVISION IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN PROMOTER AND PBR CANADA. PBR CANADA WOULD NOT BE ABLE TO ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS AND THE RESULTING ALLOCATION OF RISKS.**

19.3. Promoter shall at its own expense and liability:

- (a) use its best efforts to diligently promote, market and advertise the Event pursuant to the terms and conditions of this Agreement;
- (b) perform its duties and obligations with that standard of care, skill, and diligence normally provided by a professional person or firm in the performance of similar services;
- (c) not engage in any illegal, unfair, deceptive business or trade practice, and/or unethical conduct whatsoever, whether or not related to this Agreement or the Event;
- (d) not in relation to this Agreement and Event, engage in any illegal, unfair, deceptive business or trade practice, and/or unethical conduct with respect to, but not limited to, the Event itself, PBR Canada, Members, contestants and/or animals;
- (e) not produce an Event or carry on its obligations under this Agreement in any manner deemed in PBR Canada's sole discretion to be detrimental, financially or otherwise, to PBR Canada, the sport of professional bull riding or PBR Canada's image of professionalism and/or good taste;
- (f) use good faith in all of its dealings with PBR Canada, its sponsors, Members, affiliates, representatives, contestants, volunteers, spectators and any person or firm related to or involved with the Event or PBR Canada;
- (g) not at any time disparage PBR Canada, its sponsors, contestants, or Members, or any PBR Canada shareholder, director, officer, employee, agent, or any affiliates of such parties;
- (h) obtain, maintain and fully comply with all applicable permits, licenses, approvals, laws, rules, ordinances and regulations applicable to the Event, whether required by governmental authority or otherwise, including but not limited to appropriate

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music performance licenses and approvals from the relevant and appropriate governing bodies or rights' owners.

## 20. **Term and Termination**

20.1. PBR Canada shall have the right to immediately terminate this Agreement and all rights of Promoter hereunder (including, but not limited to, the Promotional License) upon notice and without prejudice to any other remedy to which it may be entitled at law, in equity or otherwise under this Agreement, in the event that Promoter or any related party:

- (a) Files a petition in bankruptcy or is adjudged bankrupt or insolvent; makes an assignment for the benefit of creditors; makes an arrangement pursuant to any bankruptcy law; ceases or dissolves its business; or if a receiver is appointed;
- (b) Makes a change in its current management which, in the sole discretion of PBR Canada, substantially impairs the rights of PBR Canada under this Agreement or has damaged, or threatens to damage, the reputation or goodwill of PBR Canada or the Event or the value of this Agreement;
- (c) Attempts to subcontract or assign its responsibilities or obligations hereunder to any other party, affiliated or non-affiliated;
- (d) Fails to obtain or maintain the insurance coverage as set forth herein or uses the Licensed Materials in any manner not expressly authorized by this Agreement; or
- (e) Violates any one of paragraphs 20.3(c);

20.2. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach.

20.3. In the event of termination or expiration of this Agreement for any reason:

- (a) the rights of Promoter under this Agreement shall forthwith terminate and immediately revert to PBR Canada;
- (b) the Promotional License is revoked immediately and the Promoter shall immediately cease the marketing and promotion of the Event and shall immediately cease all use of the Licensed Materials, the Media Package and Intellectual Property; and
- (c) the Promoter shall immediately return to PBR Canada or destroy, as directed by PBR Canada and at Promoter's expense, all versions and forms of materials provided to Promoter in connection with this Agreement, including without limitation, the Licensed Materials, the Media Package and all other related materials in the control or possession of Promoter or any related party, and at PBR Canada's request, the Promoter shall forward to PBR Canada a written statement, certified by a director of the Promoter, that all such materials have either been forwarded to PBR Canada or destroyed.

## 21. **Indemnification**

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21.1. In addition to any and all other rights afforded to PBR Canada elsewhere in this Agreement, the Promoter hereby unconditionally indemnifies, agrees to defend, and holds harmless PBR Canada, its officers, directors, shareholders, employees, agents, contractors and all related parties, against any and all liability, suits, claims, losses, damages and judgments, and shall pay all costs (including reasonable attorneys' fees) and damages, to the extent that such liability, suits, claims, losses, damages and judgments ("Claim") arise from or are in connection with:

- (a) Promoter's breach of this Agreement;
- (b) any intentional, willful or negligent acts or omissions of Promoter or its related parties;
- (c) any allegation or claim that Promoter or its related parties directly or indirectly violated or infringed any third-party's intellectual property rights, rights of publicity, rights of privacy, or other rights; and/or
- (d) any claim that Promoter or its related parties made any unauthorized statement or misrepresentation in the marketing, advertising or promotion of the Event.

21.2. The party first knowing of such a Claim shall immediately inform the other party in writing of the Claim, and the Promoter shall at its expense defend the Claim. Promoter shall not enter into a settlement or compromise of any such claim that does not contain an unconditional release of PBR Canada without PBR Canada's prior written consent, which may be given or withheld in PBR Canada's sole discretion.

21.3. PBR Canada shall have the right to employ separate counsel and to participate in any such defense to a Claim at its own expense, unless:

- (a) the employment of counsel by PBR Canada has been authorized by Promoter;
- (b) PBR Canada has been advised by its counsel in writing there is a conflict of interest between Promoter and PBR Canada in the conduct of the defense of the claim (in which case Promoter shall not have the right to direct the defense of the action on behalf of PBR Canada); or
- (c) Promoter has not in fact employed counsel to defend the Claim within a reasonable time following receipt of the notice given pursuant to paragraph 21. 2;

in each of which cases the fees and expenses of such counsel shall be at the expense of Promoter.

## **22. Waiver and Release of Liability**

22.1. Promoter acknowledges that, notwithstanding anything herein to the contrary and despite any approval rights that may be granted to the Promoter or retained by PBR Canada hereunder, the Promoter is and shall at all times be solely and exclusively responsible for all aspects of the Production of the Event. Accordingly, the Promoter, on its own behalf and on behalf of their spouse, heirs, legal representatives, employees, officers, directors, partners, agents, contractors successors and assigns, hereby forever and unconditionally releases, waives, discharges and covenants not to sue PBR Canada (and PBR Canada's officers, sponsors, directors, employees, contractors and agents), for any claims, demands and liabilities for any and all losses, injuries, expenses or damages, including without limitation, property damage,

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personal injury or other responsibility arising from or in any way associated with Promoter's performance or non-performance of any aspect of the Production of the Event.

22.2. In consideration of the rights granted hereunder and Promoter's participation or involvement in any capacity at an Event, Promoter, on its own behalf and on behalf of their spouse, heirs, legal representatives, employees, officers, directors, acknowledges that it is fully aware and accepts that in producing the Event or Events may result in exposure to substantial and serious hazards and risks of property damage and physical injury or death.

22.3. Promoter, for and on behalf of itself and its parents, affiliates, subsidiaries, successors, assigns, officers, directors, members, employees, agents, representatives and contractors, hereby assume all such hazards and risks and does hereby unconditionally and forever discharge, waive and release PBR Canada, PBR Canada's members, PBR Canada's sponsors and advertisers, contestants, Members, bull fighters, judges, stock contractors, and all other parties or entities involved in the sanctioning, approval, affiliation, sponsoring and performance of the subject Event (and such persons' or entities' affiliated and/or related to the persons/entities released hereunder and each of their respective officers, directors, members, employees, agents, representatives and contractors), from all claims, demands and liabilities for any and all property damage, personal injury and/or death or responsibility arising from Promoter's participation in the Event, including claims, demands, liabilities and other responsibilities that are known or unknown, seen or unforeseen, future or contingent, and whether or not such claims, demands, liabilities and other responsibilities are occasioned by the negligence of the parties so released by Promoter, by the hazards and risks so assumed by Promoter, or otherwise. Promoter shall not now or at any time in the future, directly or indirectly, threaten, commence or prosecute any action, suit or other proceeding against the parties released arising out of, or related to, the claims, demands, liabilities and other responsibilities so discharged, waived and released hereunder.

22.4. The undertakings and covenants of the foregoing provisions shall survive expiration or termination of this Agreement and shall be binding upon Promoter, their spouse, heirs, legal representatives, successors and assigns, as well as Promoter's parents, affiliates, subsidiaries, partners, officers, directors, members, employees, agents, representatives and contractors.

### **23. Injunctive Relief**

23.1. The Promoter agrees that any violation by it of this Agreement will cause irreparable harm to PBR Canada that cannot be compensated by damages, and for that reason agrees that PBR Canada will be entitled to an interim and interlocutory injunction restraining any further violation by the Promoter immediately upon application to any Court of competent jurisdiction, pending the determination at trial as to whether a permanent injunction should be granted if a claim has been filed. The Promoter further agrees PBR Canada's application for an interim and interlocutory injunction is made without prejudice to any other remedies available to it and need not be supported by an undertaking to pay damages.

### **24. General Provisions**

24.1. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, franchise or master-servant relationship between PBR Canada

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and Promoter. PBR Canada and Promoter shall have no power to control the activities and operations of the other and their status is, and at all times will continue to be, that of independent contractor with respect to each other. Neither party shall have any power, capacity or authority to bind, commit or contractually obligate the other. Promoter shall not be deemed to be an employee of PBR Canada, nor is any master-servant relationship to be implied by the appointment herein.

- 24.2. No waiver, whether express or implied, of any breach of any term, condition, or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that or any other term, condition, or obligation of this Agreement of the same or different nature, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party. No waiver shall be effective unless it is in writing and signed by the party against whom enforcement is sought.
- 24.3. Any issue or dispute arising under or in connection with this Agreement shall be resolved by arbitration pursuant to the Arbitration Act, RSA 2000, Chapter A-43, as amended with a single arbitrator to be mutually agreed upon by the parties. In the event the parties cannot reasonably agree to a single arbitrator, then such arbitration shall be conducted before a panel of three (3) arbitrators that shall be comprised of one (1) arbitrator designated by each party and a third arbitrator designated by the two (2) arbitrators selected by the parties. The arbitration proceedings shall take place in the city of Calgary, in the Province of Alberta, and the arbitrators shall apply the laws of the province of Alberta or applicable federal laws. This paragraph does not eclipse or void any rights accorded to PBR Canada therein.
- 24.4. The Parties agree that each individually complies with the applicable provincial and federal privacy legislation, and comply with, adhere and enforce their own privacy policies.
- 24.5. All notices or other deliveries required or permitted under this Agreement will be in writing and may be sent by mail through Canada Post, Xpresspost, commercial courier service (which requires a signed receipt showing delivery) fax or personal delivery, and will be effective upon receipt by the Party for whom intended to the addresses of each party as set forth in the Event Application Form. Either Party may by notice properly delivered as provided above, change the address to which future notices and deliveries to that Party will be made.
- 24.6. This Agreement may be executed and delivered in counterparts, each of which when executed and delivered shall be deemed to be an original. The counterparts together shall constitute the Agreement. Transmission by facsimile shall be an accepted mode of delivery of such counterparts to the other Party.
- 24.7. These written terms embody the entire Agreement between the parties and supersede and replace any and all prior understandings, arrangements and/or agreements, whether written or oral. All negotiations relative to the matters contemplated by this Agreement are merged and there are no other understandings or agreements relating to the matters set forth in this Agreement, except those expressly stated on this Agreement. This instrument sets forth the entire agreement between the Parties. No provision of this Agreement will be altered, amended, revoked or waived except by an instrument in writing signed by the Parties. These Standard Terms and Conditions shall take precedence over any other documents that may conflict herewith.

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- 24.8. If any clause or provision or application thereof to any person, place or circumstance of this Agreement is held to be illegal, void, invalid or unenforceable under applicable present or future laws, by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the completion of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended, and that in lieu of any such clause or provision which is held to be illegal, void, invalid or unenforceable by a court of competent jurisdiction, there be added as a part hereof a substitute clause or provision as similar in terms and effect to such illegal, void, invalid or unenforceable clause or provision as soon as may be possible.
- 24.9. The Promoter shall not assign its obligations and duties hereunder. Any assignment or transfer made by the Promoter shall be voidable by PBR Canada.
- 24.10. This Agreement and all of the terms and provisions hereof are binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 24.11. All rights conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.
- 24.12. Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, natural disaster, act of war, or other similar cause beyond such party's reasonable control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided further that the other party may terminate this Agreement if such condition continues for an uninterrupted period of thirty (30) days from the initial occurrence of such condition.
- 24.13. No implied licenses are granted pursuant to the terms of this Agreement. No license rights shall be created by implication or estoppel.
- 24.14. All rights and obligations which, by their nature should survive, shall remain in effect after the termination or expiration of this Agreement, including without limitation.
- 24.15. Section headings contained in this Agreement are included for convenience only, and will have no substantive effect nor form any part of the agreement and understanding between the parties. Any ambiguities herein shall not be construed against the drafter.
- 24.16. Each of the parties represents and warrants that it has full power and authority to enter in this Agreement and to perform the obligations hereunder.

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## Exhibit B

### PBR CANADA Event Procedures

All capitalized terms used in these PBR CANADA Event Procedures, attached as Exhibit B to the PBR CANADA Event Application Form, which are not otherwise defined herein shall have the meanings set forth in Exhibit A to the PBR CANADA Event Application Form -Standard Terms and Conditions.

1. Promoter shall fill out and return the PBR CANADA Event Application Form, along with attached Exhibits A-E with Promoter's initials in the lower right hand corner of each page of Exhibits A-E, and the appropriate application fee and deposit amount (See Section 4.3 of Exhibit "A" – Standard Terms and Conditions).  
Make all cheques payable to: **Professional Bull Riders Canada ULC**  
Mail to: **PBR CANADA**, 253147 Unit A Bears paw Road, Calgary, AB T3L 2P5 Canada  
Phone: 403.241.4530  
Fax: 403.241.4533
2. For any Canadian Cup Series Event or Canada Touring Pro Event: PBR CANADA will take entries from PBR CANADA members. Non-PBR CANADA Member entries will be taken only to fill vacant positions after entries close if there are any openings. All non-PBR CANADA Member entries must, prior to entry, fully execute a copy of Exhibit "C" - PBR CANADA Waiver and Release Form. Individuals not in good standing with the PBR CANADA (current PBR CANADA members or not) who attempt to enter shall not be allowed to compete.
3. If for any reason, the Promoter cashes personal cheques for Contestants or Personnel, PBR CANADA will NOT stand good for them.
4. Turnouts and doctor releases will be taken by the PBR Competition Department at 719.242.2800 ext.3236. The payout is based upon the number of competitors. Deadlines for turnouts and doctors release will be 3 hours prior (Mountain Time) to the scheduled competition time on all evening performances and 5 PM (Mountain Time) of the previous day for morning or afternoon performances.
5. For any Canadian Cup Series Event or Canada Touring Pro Event: For insurance purposes, calculate the number of PBR CANADA competitors and non-membership competitors, separate from the permit holders and non-members including any re-rides.
6. For any Canadian Cup Series Event or Canada Touring Pro Event: Within twenty-four (24) hours following the last day of the Event, Promoter shall provide to PBR CANADA a copy of the judges sheets which have buck-off times and stock scores, Promoter's pay-off, turn out and doctors release information, any infractions by PBR CANADA Members, any balance owed on the PBR CANADA percentage less any unpaid entry fees by PBR CANADA Members. If the PBR CANADA percentage does not cover Promoter's allowable deductions, PBR CANADA will pay Promoter the balance within fourteen (14) calendar days after receipt of Promoter's results.
7. **Immediately following the final performance, Promoter shall ensure the pay-off complete with the judges sheets recording bull names and numbers, as well as a list of turn-outs and draw-outs are faxed to PBR Canada at 403.241.4533. PBR CANADA shall post Event results on [www.pbrcanada.com](http://www.pbrcanada.com).**

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## Exhibit C

### PBR Canada, ULC Waiver and Release Form

(Promoter, please sign and have all open riders at event sign and returned to PBR Canada headquarters)

**Open Rider,**

**Please read and sign and have secretary return to PBR headquarters.**

#### I. Waiver of PBR Canada, ULC liability for Third-Party Claims

In consideration of my participation or involvement in any capacity at any PBR Canadian Cup Series Event or PBR Canada Touring Pro Event, I do hereby, individually, on behalf of the organization or entity entering into this Event Application (and its respective parents, subsidiaries, affiliates, officers, directors, employees and agents), and on behalf of my spouse, children, heirs, next of kin, legal representatives, successors and assigns, unconditionally and forever release, waive, discharge, agree to defend and covenant not to sue PBR Canada, PBR Canada's members, officials, bullfighters, Event participants and PBR Canada's sponsors and advertisers (and such companies and their respective officers, directors, employees and agents), for any claims, demands, responsibilities and liabilities for any and all costs, expenses, losses or damages, including without limitation, property damage, personal injury, death or other responsibility asserted or adjudged against me by any third party arising from my participation or other involvement in a PBR Canada Event, except any such claims, demands or liabilities asserted or adjudged against me by a third party resulting solely from the gross negligence or willful misconduct of PBR Canada.

\_\_\_\_\_  
Sign here if you accept the foregoing conditions

\_\_\_\_\_  
Date

#### II. Compliance with PBR Canada, ULC Rules and Policies/Consent

By signing and submitting this Waiver and Release Form, I do hereby, individually, on behalf of the organization or entity entering into this Event Application (and its respective parents, subsidiaries, affiliates, officers, directors, employees and agents), and on behalf of my spouse, heirs, next of kin, legal representatives, successors and assigns, accept that PBR Canada will not guarantee purse money payouts, but PBR Canada will assist in collection. On behalf of the same parties, I agree to abide by PBR Canada rules and policies (which may change from time to time) and agree to be financially responsible for payment of all fees and any related penalties for PBR Canada Events applied for or scheduled. As a condition of entry, I do hereby, individually, on behalf of the organization or entity entering into this Event Application (and its respective parents, subsidiaries, affiliates, officers, directors, employees and agents), and on behalf of my spouse, heirs, legal representatives, successors and assigns, grant, consent and assign to PBR Canada ownership of all right, title and interest, including but not limited to all rights of publicity, in and to our appearance or other involvement in connection with the Event, and agree that PBR Canada shall have the right, and may permit others as it sees fit, to capture, record, dispense, display, publish, reproduce, copy, distribute, transmit, broadcast, televise, license, alter, make derivatives of and otherwise use and exploit (commercially and otherwise) our name, voice, image, likeness, biography, photograph and other pictures, film and/or recordings (as well as the name, image, logo or trade-mark of the organization or entity entering into this Event Application) in any form or media in connection with the advertisement, promotion, and/or advancement of PBR Canada, the Event, other PBR Canada Events or series of Events, and/or the sport of professional bull riding.

I further agree that PBR Canada shall have the right (including the right to permit others, as PBR Canada sees fit) to use, display, publish, perform, reproduce, copy, alter, create derivatives of, translate, distribute, transmit, license and otherwise exploit our name, voice, image, likeness, biography, photograph and other pictures or publicity rights (as well as the

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name, image, logo or trade-mark of the organization or entity entering into this Event Application), together with any reproduction thereof in any form, in any PBR Canada-produced, licensed or sanctioned calendars; books; magazines; programs; motion pictures; PBR Canada event, highlight, promotional or instructional video tapes, digital video disks or CD-ROMS; PBR Canada's official 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; and/or 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 profit from such sales. PBR Canada may not, however, use such rights on items offered for sale other than those specifically identified above or in any way that would constitute an endorsement of a non-PBR Canada product or service without my additional consent.

For the avoidance of doubt, pursuant to this Waiver and Release Form, I grant to PBR Canada (and PBR Canada's subsidiaries and affiliates) all rights, whether enumerated or implied, in our name, voice, image, photograph and/or likeness and specifically including, but not limited to, the rights enumerated in this Waiver and Release Form, with the exception of those instances where such rights are governed by a separate licensing agreement; those instances that would constitute a direct or implied endorsement of a non-PBR Canada product or service; and/or those instances that have been explicitly excepted by this Waiver and Release Form.

\_\_\_\_\_  
Sign here if you accept the foregoing conditions

\_\_\_\_\_  
Date

### III. Liability Wavier

**I do hereby, individually, on behalf of the organization or entity entering into this Event Application (and its respective parents, subsidiaries, affiliates, officers, directors, employees and agents), and on behalf of my spouse, children, heirs, next of kin, legal representatives, successors and assigns (collectively, "Releasors"), hereby acknowledge that bull riding is a dangerous activity and that participation in and presence at a bull riding event and venue, including but not limited to the Event, exposes Releasors to serious and substantial hazards and risks including but not limited to property damage, physical injury and death. On behalf of all Releasors, I specifically acknowledge that participation and/or attendance at the Event or any PBR Canada sanctioned or approved event or activity involves and exposes Releasors to such hazards and risks. On behalf of all Releasors, I further acknowledge that such risks and hazards are not restricted to only performing promotional services hereunder, but also include being in the arena, behind the chutes, in the livestock holding area, pens and other areas from which the general public is restricted. Finally, on behalf of all Releasors, I hereby warrant that all Releasors have been fully and adequately warned as to all such hazards and risks and are aware that participation or attendance at the Event will result in exposure to substantial and serious hazards and risks of property damage and physical injury or death.**

**In full recognition of the foregoing and in consideration of PBR Canada's review of this Event Application and, if approved, being permitted to participate in an Event, on behalf of all Releasors, I hereby unconditionally assume and agree to undertake all such hazards and risks and do hereby unconditionally and without reservation discharge, waive, agree to defend and forever release PBR Canada, PBR Canada's members, PBR Canada's Event producers, PBR Canada's sponsors and advertisers, Event production entities, bull fighters, judges, officials, stock contractors, and all other persons and entities involved in sanctioning, approving, affiliating, producing, organizing, conducting, sponsoring and performing the subject Event (and such person's or entities' affiliated or related parties, as well as their respective officers, directors, employees, agents and contractors) (collectively, "Releasees"), from any and all claims, demands, responsibilities or liabilities arising from or in any way related to Releasors' attendance at and/or participation in an Event, including, but not limited to, any claims, demands, liabilities and other responsibilities for property damage, personal injury and/or death,**

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as well as any claims, demands, liabilities and other responsibilities that are known or unknown, seen or unforeseen, future or contingent, and whether or not such claims, demands, liabilities and other responsibilities are occasioned by the negligence of the Releasees, by the hazards and risks so assumed, or otherwise.

I will not now nor 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 in any way to the claims, demands, liabilities, hazards, risks and other responsibilities herein discharged, waived and released. The undertakings and covenants of the foregoing provisions shall be binding upon me, the organization or entity entering into this Event Application (and its respective parents, subsidiaries, affiliates, officers, directors, employees and agents), and on my spouse, children, heirs, next of kin, legal representatives, successors and assigns.

\_\_\_\_\_  
Sign here if you accept the foregoing conditions

\_\_\_\_\_  
Date

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## Exhibit D

### PBR Canada Merchandise Sales Procedures

**PBR Canada retains the right to sell all PBR related merchandise at PBR Canadian Cup Series and PBR Canada Touring Pro events.**

**If PBR Canada** elects to exercise its right to sell merchandise, PBR Canada will:

- Provide an on-site representative to manage sales.
- Deliver all merchandise to the venue and provide return shipment arrangements.
- Arrange sales staff at the event.
- Set up the merchandise booths and display product.
- Handle all product and money for the duration of the event.

**The Promoter will:**

- Provide up to two, 10'x10' booth spaces in primary positions, with electricity and a telephone line where applicable, in or around the arena.
- Receive and secure merchandise shipped to the arena.
- Assist PBR Canada in returning merchandise by weighing boxes and making them available for courier pickup.

PBR Canada will pay the promoter 10% of gross merchandise sales, after taxes and credit card fees, less any applicable building expenses. The Promoter is welcome to participate in beginning and ending merchandise counts. A settlement cheque will be remitted to the Promoter within 30 (thirty) days after the final day of the Event.

## Exhibit E

### Promoter Merchandise Sales Procedures

**Should PBR Canada waive the right to sell merchandise at a Canadian Cup Series Event,** the following procedures will be followed:

- The Promoter will be notified no sooner than six (6) weeks prior to the event that PBR Canada will not be selling merchandise.
- At this time, the Promoter must make arrangements to purchase or consign a quantity of PBR merchandise from the approved and available inventory as described in the attached list, to be sold at the event. The minimum order will consist of \$2,000.00 in merchandise (based on cash cost) and at least 100 programs.

**At Canada Touring Pro Events two options will be offered:**

- Purchase Option: Items are to be purchased by Promoter at wholesale price and will be retained by the Promoter regardless of sales. List of merchandise will be supplied by PBR Canada.
- Consignment (No- Purchased Option): Items are offered at a retail price, however, the Promoter may return any unsold items to PBR Canada within two weeks of the event. Should the merchandise not be returned within this time frame, a cash sale will be assumed and the Promoter will be billed for the entire order at the retail price. The Promoter in this case will be responsible for all shipping charges.
  - **The Promoter will receive 15% of gross merchandise sales**, after taxes and credit card fees, less any applicable building expenses. The Promoter is welcome to participate in beginning and ending merchandise counts. A settlement check will be due to PBR Canada for total of gross merchandise sales less 15% unless otherwise agreed upon. **PBR Canada will pay shipping costs to Promoter. Promoter will be responsible for returning unsold merchandise within 14 days of the Event.**

Promoter's Initials \_\_\_\_\_