

ROCHESTER OFFSHORE

Powerboat Association

ROCHESTER HARBOR FEST "RAFFLE" RUN

EVENT APPLICATION

for Club Membership / Renewal



This application is for participation in a single event only and must be submitted with, and in addition to, the appropriate "Run" application and it's associated fees.

Rochester Offshore Event _____

Date of Event _____

Name _____

Address _____

City _____ State _____ Zip _____

Phone Home _____ Work _____

Cell _____ Fax _____

E-Mail Address _____

Do you own a Boat: Yes No

Please provide the following:

Make _____ Year _____

Model _____

Length _____ Type of Hull _____ Color _____

Name of Boat _____ # of Engines _____ Type _____

Total Horse Power _____ Stock Modified

Preferred Cruising Speed _____ Est. Top Speed _____

Please supply a current copy of insurance certificate

Fees:

Tickets \$20 \$ _____

Please make checks payable to ROPA,
send checks and signed applications to

ROPA
C/O Aretha Sawyer, Treasurer
123 Sierra Drive
Rochester, NY 14616

Please read and sign other side.

AGREEMENT OF RELEASE

IN CONSIDERATION of being granted the Benefits of membership in the Rochester Offshore Powerboat Association: I, THE UNDERSIGNED, for myself, my personal representatives, heirs, next of kin, successors and assigns, DO:

(a) HERBY AGREE TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL ACTS OR ACTIVITIES of myself, my passengers, assistants and crew for any and all damage or injury that may be caused by any or all of us or by our boat, motor, properties or possessions in any way growing out of or resulting from the operation of my ROPA registered boat, boat equipment and/or as a result of our participating in a ROPA event during the actual Sanctioned period.

(b) HEREBY AGREE to be bound by all of the rules of the Association and agree that decisions of it officials and/or interpretation of its rules will be governed exclusively by the administrative review procedure set forth in such rules.

(c) HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE ROPA AS AN ASSOCIATION INCLUDING ALL ITS CORPORATE, ELECTED AND APPOINTED OFFICIALS, ALL MEMBERS OF COMMITTEES, REFEREES AND INSPECTORS, ITS INDIVIDUAL M EMBERS, IT'S MEMBER CLUBS, AGENCIES OF GOVERNMENT WHICH CONTROL ESSENTIAL LAND, WATERSITES, FINANCIERS AND FIRMS WHICH RENDER ES SENTIAL SERVICE GRATIS, INCLUDING ALL OFFICERS, AGENTS AND EMPLOYEES OF THE FOREGOING AND VOLUNTEER WORKERS ASSISTING IN SANCTIONED ROPA EVENTS, all hereinafter referred to as, "Releases" from or for any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury, death or damage to property of the undersigned which is any way grows out of or results from any such ROPA event or activity or part thereof, during the actual Sanction period and whether any such claim may be based upon alleged active or passive negligence whether caused by the release or otherwise, or participation in the wrong, or upon alleged breach of any statutory duty or obligation; and

(d) HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way, officiating, observing, or working for, or for any purpose participating in the event and whether caused by negligence of the releases or otherwise.

(e) HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while in or upon the restricted area and/or while, officiating, observing, or working for or for any purpose participating in the event.

(f) THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT AREVERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusiv e as permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(g) HEREBY ACKNOWLEDGE AND AGREE that I have no right, property or interest in any radio or television broadcast, motion pictures, still photographs, tape or sound reproductive taken, made, transmitted, reproduced, or used for any purpose of any event, also including, but not limited to pictures and sound of me alone or with other persons, with or without boating equipment, as well as any and all receipts there from, and any transcription thereof.

(h) IN CONSIDERATION OF THEIR PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT, I hereby assign all commercial communication and broadcast rights to the Rochester Offshore Powerboat Association, and do declare it as my lawful agent and representative regarding such rights. I AGREE, the ROPA or its assigns, on a non exclusive basis, may use my name and pictures, in-cluding pictures of my boat or boating equipment and pictures taken at any ROPA sanctioned event for publicity purposes.

BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT I have read and understand all of the foregoing: I accept the valuable benefits of membership as good, valid and adequate considerations; the statements in my application are true and the releases will rely on them and upon all my commitments in entering into a membership contract with me.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 20_____.

APPLICATION OF MEMBERSHIP WILL NOT BE ACCEPTED UNLESS THIS AGREEMENT IS SIGNED BELOW

Signed: _____ Date: _____

Witness Signature: _____ Date: _____