



Membership Release

For good and valuable consideration, including Heartland Pulling Series, LLC. (HPS) granting Member a revocable license to participate in HPS events, the HPS member agrees to the following terms and conditions:

1. MEMBER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE HPS AS AN ASSOCIATION, INCLUDING ALL OFFICIALS, ALL MEMBERS OF COMMITTEES, INSPECTORS, ITS INDIVIDUAL MEMBERS, ITS MEMBER CLUBS, AGENCIES OF GOVERNMENT WHICH CONTROL ESSENTIAL EVENT SITES, FINANCIERS AND FIRMS WHICH RENDER FINANCING, INCLUDING ALL OFFICERS, AGENTS AND EMPLOYEES OF THE FORGOING AND VOLUNTEER WORKERS ASSISTING IN SANCTIONED HPS EVENT ACTIVITIES, ALL HEREINAFTER REFERRED TO AS "Releasees" from or for any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, for all loss and damage for bodily injury, or death or damage to property of the undersigned which in any way grows out of or results from any HPS event activity or part thereof, during the actual sanction period and whether any such claim may be based upon alleged breach of any statutory duty or obligation; and
2. MEMBER HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from loss, injury, liability damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by negligence of releasees or otherwise.
3. MEMBER HEREBY ASSUMES FULL RESPONSIBILITY FOR ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in or upon the restricted area, and/or while competing, officiating, observing, or working for, or for any purpose participating in the event.
4. MEMBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT ARE INHERENTLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, AND/OR DEATH, AND/OR PROPERTY DAMAGE. UNDERSIGNED MEMBER further expressly agrees that the foregoing Release Waiver and Indemnity Agreement is intended to be as broad and inclusive as is

permitted by the laws of Nebraska and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member expressly assumes all risks denoted above.

IN CONSIDERATION OF BEING GRANTED AND HPS LICENSE, I HAVE READ THE AGREEMENT OF RELEASE

ABOVE AND I HAVE SIGNED THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY FOR ALL HPS EVENTS. I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE HPS COMPETITION RULES LISTED IN THE 2017 HPS RULE BOOK AND ANY/ALL PUBLICATIONS OF THE HPS ADMINISTRATION.

IN CONSIDERATION OF THE HPS PROMOTIONAL EFFORTS ON BEHALF OF THE SPORT, I HEREBY ASSIGN ALL COMMERCIAL PICTURES, MERCHANDISE SALES AND BROADCAST RIGHTS TO THE HPS FOR ITS FAIR USE IN SAID EVENTS.

AGREED: _____ (MEMBER) _____ (DATE)

WITNESSED _____ (DATE)

**NOT VALID UNLESS SIGNED*