

WESTERN BREEDERS ASSOCIATION, LLC

PO Box 195
Prescott WA 99348

MEMBERSHIP APPLICATION

WESTERN BREEDERS ASSOCIATION, LLC (WBA) is an organization made up of cattle breeders working toward developing, promoting and selling top quality animals in a venue which others in the cattle industry will recognize as one offering first-rate replacement cattle. If you are interested in promoting and selling your choice animals with assistance from WBA, then please fill out this application and join a group of individuals working toward the same goal.

This membership is for the production/sale year 2021/22

Membership dues are \$75.00 per Breeder

Name: _____

Ranch Name: _____

Address: _____ City _____ Zip _____

Phone: _____ Email _____

Breed(s) you want to promote: _____

Please submit your WBA, LLC Membership Application to:

Western Breeders Association, LLC
PO Box 195
Prescott WA. 99348

Membership - - - - - \$75.00

Total enclosed: _____

I would be interested in serving as a consignor representative for the _____ breed.

Important: Liability Release must be signed by all members (over)

**Western Breeders Association, Limited Liability Corporation
RELEASE AND WAIVER OF CLAIM**

NOTICE: THIS DOCUMENT IS A LEGALLY BINDING CONTRACT LIMITING YOUR RIGHTS TO RECOVER FOR INJURY AND LOSS!

This agreement is intended to extend greater protection to the entities named below. By signing this document you waive your rights to bring any legal claim to recover compensation or obtain any other remedy for injury or death to yourself, your spouse, your children, or others for the loss or damage to property, however caused, arising out of the negligent or other tortuous act of the officer or agent listed below, now or any time in the future caused by their action or failure to act, or otherwise. You also agree to protect, defend, and indemnify the officer or agents listed below against all claims for injuries you cause to others in connections with any of their activities.

1. **Definitions.** Herein WBA, LLC means Western Breeders Association, LLC, its officers, consignor representatives and members. "I" means the undersigned individual, all heirs, and the members of their family, including any minors whether or not accompanying the individual, and the personal representative, executors, and administrators of the individual.

2. **Release and Waiver of All Claims and Covenant Not to Sue.** In consideration of participation in the activities of WBA, LLC by me, by my spouse, children and other dependents, I irrevocably waive and release WBA, LLC and the owners of all facilities, equipment, and the land used by WBA, LLC activities from, and WAIVE MY SUBSTANTIAL RIGHT TO ASSERT ANY CAUSE OF ACTION, CLAIM OR DEMANDS OF ANY NATURE WHATSOEVER, including but not limited to, any claim or negligence of WBA, LLC. I contractually release WBA, LLC and agree to hold WBA, LLC harmless from any and all liability for any claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, which result or may result in the future from activities sponsored by WBA, LLC. This release applies to all WBA, LLC activities in the future in which I may participate.

3. **Legal Action Limitation.** If any of the entities listed above has to take legal action in relation to this Agreement, and the entity is successful in the action, the unsuccessful party shall pay to the entity, in addition to all sums that the unsuccessful party may be called on to pay, a reasonable sum for the entity's attorney's fees and the court costs. This Agreement shall be governed by any construed in accordance with the laws of the State of Washington. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or authorized representative of each party. There shall be no oral amendment or modification of this Agreement.

4. **Acknowledgment of Risk.** I acknowledge that by execution hereof, I am waiving and releasing all claims against WBA, LLC for any injury whatsoever. I agree that as a participant, I will be personally responsible for my own safety and not looking to any others to protect me from harm.

5. **Statement of Capacity and Understanding.** I will not undertake any activity of WBA, LLC without becoming fully aware of the nature and extent of the risk inherent therein. By participation, I am voluntarily assuming the risks. I will not engage in the activities unless I am in good health and have no physical limitation, which could preclude my safe participation. I understand I am responsible for my own instruction in safety and providing for my own safety. I am of lawful age (18 years or older) and otherwise legally competent to sign this Agreement. I understand that the terms of this agreement are contractual and legally binding. By signing this agreement, I acknowledge that I have carefully read this Agreement, and sign if of my own free will.

X _____
Signature Date Print Name
