

CHARLES CITY DIRT RIDERS ASSOCIATION, INC.

2012 MEMBERSHIP APPLICATION

**You must have a CCDR sticker on your vehicle and a Membership Card—no exceptions.
See Attached for Additional Rules of the Club**

Contacts: Bob White 804-536-7534 (cell) or Bob's Cycle Barn 804-432-7556 (direct)
email: wfo-bob@msn.com (Bob White)

MEMBERSHIP APPLICATION, WAIVER & RELEASE OF LIABILITY AGREEMENT

For the period beginning per the signed date below and ending **December 31, 2012**

WARNING: THIS IS A RELEASE OF LIABILITY AND AN EXPRESS ASSUMPTION OF RISK. THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT AND AGREE TO ITS TERMS. THIS IS A BINDING AGREEMENT.

I AM AWARE THAT THE USE OF MOTORCYCLES, ALL-TERRAIN VEHICLES, OFF-PAVEMENT VEHICLES AND OTHER TYPES OF MOTORIZED VEHICLES USED IN OFF-ROAD DRIVING OR RIDING IS A HAZARDOUS ACTIVITY. I VOLUNTARILY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DAMAGE OR DEATH WHICH MAY OCCUR WHILE I AM WATCHING OR PARTICIPATING IN A MOTORSPORTS AND/OR MOTORCYCLE RIDING ACTIVITY, EVEN IF SUCH INJURY OR DEATH IS CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF OTHERS.

In consideration of becoming a member of Charles City Dirt Riders Association, Inc. ("the Club") and being entitled to the privileges of such membership, including the right to access and patronize the motorsports facilities utilized or maintained by such Club and the right to ride, compete, officiate, observe, work or enter for any purpose in any portion of such facility, I hereby agree to the following terms and condition:

1. I understand and acknowledge that risks and dangers exist in the use of motorcycles, all-terrain vehicles, off-pavement vehicles and other types of motorized vehicles used in off-road driving in the facilities of Charles City County Dirt Riders Association, Inc. or any other motorsports facility utilized or maintained by the Club (all such facilities collectively referred to herein as "the Park"). I realize that my participation in off-pavement and off-road driving or recreation and/or use of motorcycles, all terrain vehicles or other such motorized vehicles may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability. I also realize that my machinery or equipment may be damaged, lost or destroyed; that the track or event conditions may be hazardous and may vary without warning or predictability; that the organizers, officials, landowners, track operators and any agents or representatives of those in charge of the Park or the event are frequently obliged to make decisions under pressure of time and/or events; that any policy of insurance of or in respect of my life or physical or mental health may be avoided; and that there may be no or inadequate facilities for treatment or transport of me if I am injured. These risks and dangers may be caused by the negligence of customers or patrons of the Park; by the negligence of others; by my own negligence; by the negligence of the owners, employees, officers, volunteers or agents of the Park; and by accidents, breaches of contract, the forces of nature (such as bee stings, snake bits and lightning bolts), or other foreseeable or unforeseeable causes.
2. I further understand that the track and trails of the Park are not marked according to degree of difficulty or to direction of use, and that I will be solely responsible for selecting the track or trail that best suits my experience and ability, and that I will assume all risks resulting from my track or trail selection. Under no circumstances will I leave a marked trail. I further understand that not all track and trails are marked and I need to use extreme caution when riding them. My failure to ride on marked track or trail, be courteous to others, and ride at first gear speeds when not on the track or trail may result in my being ejected from the Park and may result in the permanent revocation or my riding privileges in the Park and/or revocation of my membership in the Club. I understand that any officer of the Club may eject me and any such decisions are final and that there will be no refunds of any monies paid for membership or riding privileges.
3. I understand and agree that neither the Club, Charles City Dirt Riders Association, Inc., Robert M. White or any member of his family, Cabaret-on-the James horse farm or renters, leasors or users thereof, or any officer of the Club, other motorsports facility utilized or maintained by the Club, nor any of their, its or his respective employees, members, owners, volunteers, sponsors, agents or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns, and to my property which may occur as a result of my participating in off-pavement or off-road driving, or my presence in the park, or as a result of the negligence of any party, including the Released Parties, whether passive or active.
4. In consideration of being allowed to patronize the Park and to enjoy the privileges of off-pavement and off-road driving in the Park, I hereby personally assume all risks in connection with my patronage of the Park for any harm, injury or damage that may befall me while I am a customer, patron, invitee, guest, member, licensee, employee or agent of the park, including all risks connected therewith, whether foreseen or unforeseen.

CHARLES CITY DIRT RIDERS ASSOCIATION, INC.

5. I further save and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns arising out of my patronage of the Park, including both claims arising during said patronage or thereafter.

6. I also understand that off-pavement riding and off-road driving and the operation of a motorcycle, all terrain vehicle, or other similar motorized vehicle is a physically strenuous activity and that I will be exerting myself during such activity, and that if I am injured as a result of a heart attack, panic, hyperventilation, or otherwise, that I will not hold the above-listed Released Parties responsible for the same.

7. It is my intention by this instrument to exempt and release the Club, Charles City Dirt Riders Association, Inc., Robert M. White or any member of his family, Cabaret-on-the-James horse farm or renters, leasers or users thereof, or any officer of the Club, any other motorsports facility utilized or maintained by the Club, and all related entities or employees, members, owners, volunteers, sponsors, agents or assigns of the same, from all liability or responsibility whatsoever for personal injury, property damage or wrongful death however caused, including, but not limited to, the negligence of the Released Parties, whether passive or active.

8. I am of lawful age and legally competent to sign this release of liability, or I am a minor and I have acquired the written consent of my parent or legal guardian. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document willingly as my own free act.

9. I further expressly agree that the foregoing waiver or release of liability is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

10. I have read this waiver and release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

11. I certify that I have inspected the vehicle(s) I bring to the Park and that I have no knowledge of any condition that might render the vehicle(s) unsafe in any way. Additionally, I certify that I am physically and mentally healthy and have no condition that will put me at risk while participating in any activity herein described.

12. I understand that my membership in the Club is for the period first noted above and may be cancelled or terminated prior to the expiration of the term in accordance with the bylaws of the Club. I agree to pay all required membership dues when such dues shall become due and payable.

WAIVER OF RIGHTS TO PHOTOGRAPHIC AND/OR ELECTRONIC IMAGES

The undersigned participant understands that the Club, Charles City Dirt Riders Association, Inc., Robert M. White or any member of his family, Cabaret-on-the-James horse farm or renters, leasers or users thereof, or any officer of the Club, or any other motorsports facility utilized or maintained by the Club (hereinafter "the facility") may take photographic or other electronic images of its events and riders. The participant hereby agrees that all photographs or other images obtained in any manner by the facility, its agents, employees, members, owners, volunteers, sponsors, agents or assigns are the property of the facility. The facility reserves the rights to use these images for any commercial or business purposes. The participant hereby waives all rights to said images and releases, remises and forever discharges the facility, its employees, officers, directors, shareholders, servants, members, volunteers, owners, sponsors, agents or assigns from any and all demands, actions, causes or action, suits, damages, costs, and any other claims that may arise regarding said images or their use.

ALL RIDERS AND/OR GUEST RIDERS MUST JOIN CLUB

PARENTS AND RIDERS UNDER 18 YEARS OF AGE MUST SIGN MINOR WAIVER

ANY RIDER OVER 18 YEARS OF AGE MUST JOIN CLUB

(Cannot join as family member)

Club Membership Fees (single or family) for 2012 are:

\$25.00 PLUS Trail Pass Club Insurance (not health insurance) of \$25.00 (Total of \$50.00)

Ride Day Fees:

Single membership pay-as-you go. 50.00 to join and then....

\$25.00 PER DAY PER RIDER

Family membership pay-as-you-go. 50.00 to join and then....

\$25.00 PER DAY PER RIDER (1st rider) plus

\$25.00 PER DAY PER RIDER (2nd rider) plus

all additional riders are free

Frequent Rider Yearly Membership Plan (single or family plan)

Come to the track often? Save big money—you do the math.

\$695.00 ONE TIME CHARGE (Family or Single Plans) and no daily charges

JOIN NOW---MEMBERSHIP FOR THE YEAR LIMITED TO 100 MEMBERS

CHARLES CITY DIRT RIDERS ASSOCIATION, INC.

2012 MEMBERSHIP APPLICATION (FAMILY OR SINGLE)

2012 Membership (January 1-December 31, 2012) no pro-rata of partial year membership

Office use only: Paid \$ _____ cash check, for: single family Date: ___ Int _____

Members: How many decals do you need (one for each car/truck)? _____ sent _____

Make checks payable to Charles City Dirt Riders.

Yearly membership fee (family or single) is:

\$50.00 single/family membership

(all children in family plan must be under 18 years of age for insurance purposes)..

\$695.00 Frequent Rider Plan (single or family) one time fee.

All plans end 12/31/2012 (no pro-ration of fee for partial year)

See page two for all fees

Mail to: CCDDR, C/O Bob White, Treasurer, 11865 Roxbury Rd, Charles City, VA. 23030

Contacts: Bob White 804-536-7534 (cell) or Bob's Cycle Barn 804-432-7556 (Direct)

email: or wfo-bob@msn.com (Bob white)

List all Responsible Adults, Family Members, Minors & Rider(s) below—use separate paper if necessary minors (under 18 years of age) must be also listed on Minor Release Form. If 18 or older you must sign up as an adult/single membership for the single rider membership or frequent rider membership.

I am applying for a (please check a box—so we know what you are doing):

single (use this form) family (this form and minor waiver)

frequent rider member (this form single/or family plus minor waiver)

NAME (PRINT LEGIBLY) _____ (_____) (Relationship to rider)

AGE, BIRTH DATE _____

NAME (PRINT LEGIBLY) _____ (_____) (Relationship to rider)

AGE, BIRTH DATE _____

NAME (PRINT LEGIBLY) _____ (_____) (Relationship to rider)

AGE, BIRTH DATE _____

NAME (PRINT LEGIBLY) _____ (_____) (Relationship to rider)

AGE, BIRTH DATE _____

ADDRESS: _____

CITY / STATE / ZIP _____ PHONE _____

Please give us your CELL number so we can text you messages

IN CASE OF EMERGENCY NOTIFY (Name, relationship and phone number) _____

YOUR EMAIL ADDRESS: _____

THIS IS HOW WE CONTACT YOU (Responsible adult, PLEASE BE LEGIBLE)

By signing this application, Member or responsible adult/parent affirms that they have read the TERMS, CONDITIONS, WAIVER OF LIABILITY AND RULES of the club, instructed other family members in the TERMS, CONDITIONS, WAIVER OF LIABILITY AND RULES and agree to abide by the Club's TERMS, CONDITIONS, WAIVER OF LIABILITY AND RULES.

Sign here → _____
Date Member's or Responsible Adult's Signature

Sign here → _____
Date Responsible Adult's Signature (Spouse if applicable)

NOTE: YOU MAY RETURN JUST THIS PAGE OF THE AGREEMENT (with original signatures).

Make a copy for your files

OVERVIEW OF 2012 PLANS

Basically we have three plans for 2012:

1. ***Pay as you go Single plan:*** Join the club for 50.00 and pay 25.00 each time you ride. A single rider can be an adult or a minor as long as he or she is the only rider. This is basically the same fees that all other riding facilities charge but you get to ride seven days a week (except during hunting season, Sundays only) on a prepped and irrigated track and don't have to spend considerable time and effort traveling to and from distant tracks.
2. ***Pay as you go Family plan:*** Join the club for 50.00 and pay a sliding scale for members of your family on the days that you ride. 25.00 for the first rider. 25.00 for the second rider and all additional riders are free. All family members must be under the age of 18 for insurance reasons. If over 18 years old, that person must join as a single member.
3. ***Frequent rider program:*** One fee of 695.00 covers your membership fee, and all your daily rider fees—whether on the single plan or the family plan. One fee covers all your family riders. Ride every day (except hunting season) for one price—whether you are a single rider or have the family plan. *Compare this to 800.00 and up plans at other tracks and venues.*

JOIN NOW. MEMBERSHIP IS LIMITED TO FIRST 100 MEMBERS.

Other important information:

1. All riders must join the club using one of the above plans.
2. All riders whether or not they are guests of riders, "day" riders, guests, etc. must join club and pay the appropriate rider fee.
3. If the rider is a minor (under 18 years of age) **BOTH PARENTS HAVE TO SIGN THE MINOR WAIVER FORMS.** This means you have to fill out the paperwork ***completely ahead of time***, before you show up at the track. If only one parent comes with the minor and the paperwork is not filled out completely by both parents—then the minor rider will not be able to ride.
4. Riders over 18 must join using one of the above plans—for insurance reasons—and cannot be part of a family plan.
5. "Family" Plan and Frequent Rider plans for families mean **IMMEDIATE FAMILY ONLY.** Family members cannot be cousins, nephews, etc. Family members must be the parents and their children—under 18 years of age.
6. This is a club. There are occasional work days and other membership duties.