

Application Part II: Must be filled out for each riding family member

PLEASE READ THE FOLLOWING CAREFULLY

I, _____ and _____ (if the applicant is a minor), hereby apply for membership in the Palmyra Racing Association, under the following terms and conditions:

1. The Applicant (meaning the person signing this membership application) is serious of joining the Palmyra Racing Association (PRA), a not-for-profit racing association, which sponsors and administers various types of motorcycle and other types of motor vehicle races at the Hogback Hill Motocross Race Track, Palmyra, New York; and is an adult (that is over the age of 18 years and will provide proof of age upon demand; and if under 18 years will be countersigned by a parent or legal guardian only), and
2. The applicant agrees and understands that motorcycle and motor vehicle racing is a dangerous and hazardous sport that may result in personal injury and/or death. NEVERTHELESS, applicant hereby accepts and assumes all of the risks associated with said sport while engaged as a participant and/or spectator at the remises of PRA; in addition applicant accepts full responsibility for the actions of any of his/her guests on the premises of PRA, and promises to advise them of all of the inherent risks in attending motor vehicle races, prior to their attendance, and
3. The applicant acknowledges that he/she has been provided with a copy of the bylaws of PRA and agrees to abide by their entire terms and conditions and amendments hereafter duly made, including the one-year probationary status of new members, including payment of gate fees and realize that attendance at all functions will be monitored, and
4. The applicant acknowledges that he/she has to provide proof of health care insurance before becoming a member of PRA and
5. That as a member of PRA applicant's participation in "events," herein defined as any race, practice, picnic, workday, trail riding, use of ATV's or any other use of the property owned by PRA/Distant Riders, shall be governed by the terms of this agreement and hereinbefore and hereinafter provided.
6. In consideration of being permitted to enter for any purpose, restricted areas (herein defined, but not limited to the racing surface, all walkways, concessions and other areas appurtenant to any area where an activity related to the event shall take place, on the day of the event or in the overnight parking area the day prior to the event,) or being allowed to compete, officiate, observe, work for, or for any purpose participate in any way in the event, each of the undersigned, for himself, his personal representatives, heir and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any such restricted areas, and will continuously thereafter, inspect such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of its use, and he further agrees and warrants that if, at any time, he is in or about a restricted area and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted areas.

APPLICANT RELEASE AND WAIVER OF LIABILITY

7. The applicant hereby releases, waives, discharges the promoter, participants, racing association, Palmyra Racing Association, Distant Riders Association, sanctioning organization or any subdivision thereof, track owner, drivers, officials, car owners, motorcycle owners, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and leasees of premises used to conduct the event and each of them, their officers, employees, and members, all for the purposes herein referred to as "Releasees," from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands

therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, or working for, any purpose in the event.

8. The applicant hereby agrees to indemnify and save and hold harmless the releasees 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 competing, officiating, observing, or working for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.

9. The applicant assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for any purpose participating in the event.

10. Each of the undersigned expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned 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 the State of New York, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Applicant Signature _____ **Date** _____

Witness _____ **Date** _____

11. If applicant is made on behalf of a minor (someone under 18 years of age), the parent shall make this release and indemnification agreement or legal guardian of said person only. The release and indemnification herein contained shall be on behalf of the minor to the maximum extent as may be permitted by law; and to the parent or legal guardian, and his/her heirs and assigns. The parent and/or guardian acknowledge the inherent danger to the use as defined herein, and nevertheless assume the risk on behalf of said minor. Further, the parent and/or guardian assumes responsibility for the safety of other minors accompanying them, recognizing that the operation of vehicles as herein provided is inherently dangerous and is attractive to young children.

If participant is under 21 years of age, a parent or guardian signature is required.

Parent or Guardian Signature _____ **Date** _____

Notary Public Signature _____ **Date** _____

My commission expires: _____

Notary Public Seal:

2008 PRA Sound Rule

For the 2008 season, all members of the Palmyra Racing Association with riding privilege on club grounds will adhere to the following exhaust equipment guidelines. **Failure to comply will result in the termination of the violator's membership.**

4-Stroke Motorcycles

As a general rule, 4-stroke powered off-road motorcycles will employ a properly functioning and well maintained exhaust (muffler) that incorporates a mechanical baffle in the form of an internal turbine or a seven-disc "Supertrapp" style end cap, (where the seventh disc is a solid plate). Exceptions to this rule (subject to change) currently include motorcycles not intended for closed course competition, (XR400, DRZ400, WR450, etc) and 250cc and 150cc motocross models (YZ250F, CRF250, CRF150 KXF250, etc)- these bikes are currently allowed to run unadulterated stock systems

2-Stroke Motorcycles

As a general rule, 2-stroke powered off-road motorcycles will employ a properly functioning and well maintained OEM exhaust (silencer) or an aftermarket unit meeting or exceeding minimum length requirements. OEM and aftermarket units may not be altered from their original design or specifications. The minimum lengths for aftermarket silencer canisters (not including end caps) are:

- 8" for 80's
- 9" for 125's
- 11" for 250's

Approved Equipment list for 4-Stroke

To our knowledge there are only two turbine baffled exhausts manufactured at this time- the FMF Q Series and the stock KTM EXC and MXC (not SX) model exhausts. Concurrently, the only known "Supertrapp" disc-ed exhaust is the White Bros E-Series. At this time, the only other approved options are an otherwise unchanged OEM unit fitted with a seven-disc baffle (seventh disc to be a solid plate) or one of the approved systems listed below **with the quiet insert installed**. Disc type end-caps are currently offered by BMP (www.bmp.motox.org) or can be built by mating a disc system (from White Bros, FMF, BMP, etc) to a solid end cap like those available from Pro Moto Billet and Dr D.

The only exhausts currently allowed on 4-stroke motorcycles are:

250 4-strokes

Unaltered OEM*

OEM Fitted w/max 6 open discs + solid end
White Bros E Series w/max 6 open discs + solid end
White Bros E2 w/spark arrester insert
Big Gun w/ vortex quiet insert
FMF Q Series
Dr. D spark arrester exhaust system w/insert

450 4-strokes

OEM Fitted w/max 6 open discs + solid end
White Bros E Series w/max 6 open discs + solid end
Dr. D spark arrester exhaust system w/insert
FMF Q Series
DB-Dawg Insert
Chris Wahl's " C dub " insert

- * Unaltered OEM systems are also allowed on woods/off road bikes such as the CRF250X, WR250F, 400EXC, etc

Using any other system not included on this list is a direct violation of the PRA Sound Rule subject to Board review and membership termination.

- **Obtaining a Variance**

So as not to shut out other potential solutions that may be offered by the exhaust manufacturers or elsewhere, club members will have the opportunity to create an exception or add to the 4-stroke approved equipment list for 2008. **It does not matter what the magazines, dealers or manufacturers say – ONLY THE PRA BOARD can authorize/approve additional exhaust systems by unanimous decision of the entire board.** To be considered for a variance, an exhaust solution must, per the standard MIC sound measurement process, be at or below the following minimums;

	Half Redline	Half Redline Plus*
250 cc	93.4 dba	95.5 dba
450 cc	92.8 dba	96.5 dba

* Where "Plus" is equal to 1000rpm for 250's and 1500rpm for 450's

It is advised that you consult with the PRA Board prior to purchasing a potential solution as many exhausts were tested in the development of this rule.

Caveat

This rule is subject to change/update at any time. Should we discover new issues along the way, (i.e. a particular model bike identified as a “problem”) tougher, more detailed sanctions may be imposed. Additionally, the PRA Board and the Distant Riders reserve the right to sideline an individual should an issue be suspected/discovered regarding the condition of said individual’s exhaust.

Please sign and date the lower portion and return with your 2008 renewal information. Failure to do so will result in return of dues payment and forfeiture of your PRA membership.

As a member of Palmyra Racing Association, I agree to uphold and adhere to the Sound Rule as adopted by the Board and Distant Riders. Failure to comply with the PRA Sound Rule will result in Board review and suspension of my PRA membership until the Board makes its final decision on the matter.

PRA Member Name

PRA Member Signature

Date