

DOWN EAST RIVER CLUB, INC

“OFF-ROAD RIDING PARK”

“Monday – Saturday” 8:00 am until 30 minutes before sunset

“Sunday” 9:30 am until 30 minutes before sunset

www.TwinCountyMotorsports.com or 252-977-2191

RULES AND REGULATIONS

Down East River Club, Inc. (the “Club”) is a nonprofit corporation organized as a club designed for the pleasure and recreation of off-road riding of motorcycles and all-terrain vehicles as a legitimate sport and family activity. To maintain the family atmosphere and to promote high quality trail riding and amenities, Down East River Club, Inc. was established as a Members Participant Only Park. The Club reserves the right to have as many as (4) trail riding events per year that may be open to Corporate Sponsorship. Upon being admitted into the Club, each person agrees to conduct their self in accordance with the policies, procedures, rules, and regulations of the Club as set forth in these Rules and Regulations, and amendments (the “Rules and Regulations”). The Rules and Regulations are intended to enhance the goal of providing safe and enjoyable riding trails and courses for the Club’s member participants while using the facilities. Failure to comply with these Rules and Regulations will result in suspension of or expulsion from membership.

I. MEMBERSHIP

- A. To be considered for annual membership, a person/family must fill out and submit the Club’s standard application form, which will be submitted to any Director or officer of the Club, along with a nonrefundable membership fee. Membership applications shall be considered by the Club’s Board of Directors at its next regular meeting or special meeting called to consider membership applications. Applications may be approved or rejected by the discretion of the Club’s Board of Directors. An applicant’s membership must be approved by two-thirds (2/3) of the Club’s Directors then in office.
- B. The membership to the Club shall be limited based on what the Club Directors decide to be an appropriate number not limited to a minimum or maximum of 100 members. Once the maximum number of members have been reached, applicants for membership shall be placed on a waiting list. Applications from the waiting list will be considered in the order received only upon the resignation, expulsion, or death of a member or in the event the total number of members of the Club is increased.
- C. Each member in good standing shall be entitled to use the Club’s facilities as often as the member desires. Each member must carry their photo ID and membership card at all times while using the Club’s facilities as well as wear their assigned ID pouch when on Club premises. Minor children must be accompanied by an adult member participant at all times.
- D. A member must be current in the payment of the annual dues set forth below.
- E. A member must be at least (18) years of age.
- F. Each person must sign the club’s standard Release and Acknowledgment form before being admitted as a member. Members and their minor children ride at their own risk.
- G. Each person must submit proof of medical insurance coverage on their self and their family members to the Club before being admitted as a member. Any change to or loss of medical insurance must be immediately reported to the Club, otherwise membership shall be suspended until the member submits updated proof of medical insurance coverage.
- H. Each member agrees to participate in the annual “Clean-up Day” at the Club’s facilities or, if a member is unable to participate for any reason, pay the annual maintenance fee set forth below.
- I. A member may resign as a member of the Club by submitting a written notice of resignation to any Director or officer of the Club.
- J. A member may be suspended or expelled for cause by a vote of two-thirds (2/3) of the Directors present at any regular meeting or special meeting of the Club’s Board of Directors called for that purpose. The Board of Directors shall set forth the reasons constituting the cause for suspension or expulsion, which shall include without limitation any violation of these Rules and Regulations. Such member shall be notified of the meeting and shall be given the opportunity to address the Board of Directors at such meeting. If the Board of Directors votes to suspend a member, all of their rights as a member of the Club shall be immediately suspended for the time period set by the Club’s Board of Directors, including without limitation the privilege to use the Club’s facilities. If the Board of Directors votes to expel a member, their status as a member of the Club shall cease immediately. Additionally, a former member who was expelled shall be banned from using the Club’s facilities until such ban shall be lifted by the affirmative vote of a majority of the Directors present at a regular meeting or a special meeting of the Board of Directors called for that purpose.
- K. Upon the resignation, suspension, or expulsion of a member for any reason, such member shall remain liable for any unpaid and outstanding dues and fees owed to the Club, and no dues or fees, prorated or otherwise, shall be returned to such member.
- L. A former member may not reapply for membership until all unpaid and outstanding dues and fees owed to the Club are paid in full and any ban on such former member is lifted. Upon reapplication, a former member will again be required to pay the nonrefundable application fee.
- M. Each member shall be responsible for the supervision and conduct of their family members at the Club’s facilities which shall be in accordance with all of the policies, procedures, rules, and regulations set forth herein.

II. DUES AND FEES

- A. Annual family membership dues shall be \$225.00 per family or \$100.00 per sole rider or \$25.00 per spectator (non rider membership), payable with the membership application. Upon admission, the nonrefundable membership application fee shall be considered payment of the new member’s annual dues for the first year. Dues for the period of January 01 – December 31 are not prorated and serve on a first come first serve basis.
- B. Upon the resignation, suspension, or expulsion of a member for any reason, such member shall remain liable for any unpaid and outstanding dues and fees owed to the club, and no dues or fees, prorated or other wise, shall be returned to such member.
- C. If a member for any reason is unable to participate in the Club’s annual “Clean-up Day” at the Club’s facilities, he or she shall be required to pay a \$35.00 annual maintenance fee.

III. ONE TIME DAILY USE PARTICIPANTS

- A. To be entered into the Club's facilities as a one time daily use member participant, a person must fill out and submit the Club's standard application form and sign all lein waivers while providing valid photo ID and current medical insurance information and the non refundable fee prior to entering the Club's facilities.
- B. Fees for one time daily use spectator is \$5.00 and \$10.00 for one time daily rider member participant. All minor member participants must be accompanied by an adult member participant at all times.
- C. Each one time daily use member participant must conduct their self at the Club's facilities in accordance with all of the policies, procedures, rules, and regulations set forth herein.

IV. USE OF CLUB FACILITIES

- A. The Club's facilities shall be available for use of the member participants from sunrise until sunset each day. It is required that noise be kept to a minimum prior to 8:00 am Monday through Saturday and 30 minutes prior to sunset through the night. On Sundays it is required that noise be kept to a minimum prior to 9:30 am and 30 minutes prior to sunset through the night.
- B. Before using any of the Club's facilities, a member participant must sign in at the "33 Grill" or "Twin County Motorsports" listing the date and time of arrival and the names of each member participant and update any expired insurance information.
- C. ID Pouches/Wristbands must be carried/worn at all times by a members/one-time daily use member participants.
- D. Only motorcycles and all-terrain vehicles may be ridden at the Club's facilities.
- E. While riding a motorcycle or all-terrain vehicle, every person shall at all times wear a DOT-approved safety helmet. Riders may wear such other safety equipment as they desire.
- F. All spectators/non-riding member participants must stay clear of all riding trails and paths and must maintain a proper lookout for riders and their machines. Member participants are responsible for the safety of the non-riders at the Club's facilities. There is a maximum speed of 15mph in parking lots and non-trail riding areas.
- G. Member participants ride at their own risk. It is hereby acknowledged that due to weather conditions and use, the conditions of riding trails and paths can change frequently and unexpectedly. It is the responsibility of each member participant to inspect riding trails and paths carefully for hazards and to immediately inform the Club and other riders of such hazards when discovered.
- H. When "courses" are ONE WAY ONLY, markers on each course will indicate direction of traffic. All riders on "trails" must abide by right-hand side 5 mph caution speed when approaching other riders.
- I. No riding on trails or courses marked closed.
- J. Reckless or dangerous riding that could be harmful to self or others is not permitted. Passengers on motorcycles or ATVs are not recommended under any condition.
- K. Manufacturing guidelines are recommended and should be followed for age of rider and engine size on ATVs.
- L. U.S. Forest Service Approved Spark Arrestors are required on all motorcycles and ATVs using the Club's facilities.
- M. U.S. Forest Service and AMA noise guidelines of 99 decibels or less must be met by all motorcycles and ATVs using the Club's facilities.
- N. No alcoholic beverages are allowed at any time at any of the club's facilities. Any use of the club's facilities by any person who is intoxicated or under the influence of alcohol or any drug is strictly forbidden at all times.
- O. Neither firearms nor hunting is allowed at any time at any of the Club's facilities. Any rider found to be disturbing, harassing, or chasing wildlife will be subject to expulsion from the Club.
- P. Fishing is allowed at the Club's facilities provided the person fishing possesses and is carrying the required licenses from the North Carolina Wildlife Resources commission.
- Q. In the event a participant causes damage to any of the Club's facilities, ordinary wear and tear excepted, such participant shall be responsible for either satisfactorily repairing such damage or paying for the cost of repairing such damage.
- R. Each person will leave the Club's facilities clean and ready for use by the next member participant. Any trash or garbage created by a member participant should be removed by the person upon their departure, along with any other trash or garbage discovered while using the Club's facilities.
- S. Violations of these Rules and Regulations should be immediately reported to a Director or officer of the Club. The discovery of any evidence of criminal activity at any of the Club's facilities shall be immediately reported to a Director or officer of the club and to the local police or sheriff's office.
- T. A member participant shall not depart from any of the Club's facilities if an unaccompanied member participant is the last remaining person signed in at the "check-in station" without first ascertaining that the unaccompanied member participant is not in need of assistance.
- U. All Riders are to stay a minimum of 200 feet away from River at all times while riding. Off-road vehicles are not permitted within 50 feet of riverbank per local law.

V. AMENDMENT OF RULES AND REGULATIONS

- A. These Rules and Regulations may be amended, changed, or modified at any time upon the vote of a majority of the Directors present at a regular meeting or a special meeting of the Board of Directors called for that purpose.
- B. Any amendment, change, or modification of these Rules and Regulations shall be effective immediately unless a later time is specified by the Board of Directors.
- C. The Board of Directors shall give the members written notice of any amendment, change, or modification of these Rules and Regulations as soon as practicable following such amendment, change, or modification.
- D. These Rules and Regulations, along with any amendments, changes, or modifications shall be posted at the Club's facilities.

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252-977-2191

MEMBERSHIP REQUIREMENTS: (Circle Application Type)	SPECTATOR (Non Rider) “ANNUAL”	SOLE RIDER “ANNUAL”	IMMEDIATE FAMILY “ANNUAL” **	SPECTATOR (Non Rider) “DAILY”	SOLE RIDER “DAILY”
Non Refundable Fee	\$25.00	\$100.00	\$225.00	\$5.00	\$10.00
Method of Payment	Cash or Check	Cash or Check	Cash or Check	Cash Only	Cash Only
Proof of Current Medical Insurance	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
Valid Photo ID per Adult to be Carried at all Times	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
Signed Lien Waivers	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
Signed Parent’s Indemnity & Releases for all Minors	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
Member ID Pouches/Wrist Bands Worn at all Times	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED
Rules & Regulations are to be Followed at all Times	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED

** IMMEDIATE FAMILY ANNUAL MEMBERSHIP (Spouses and Children under age of 18 living at home)

PRIMARY MEMBER APPLICANT’S SECTON:

PRINT FULL NAME: _____ SOCIAL SECURITY #: _____
HOME TELEPHONE # _____ MOBILE # _____ WORK # _____
DATE OF BIRTH: _____ DRIVER’S LICENSE: _____ ISSUING STATE: _____ EMAIL: _____
MAILING ADDRESS: _____
PHYSICAL ADDRESS IF DIFFERENT THAN ABOVE: _____
EMERGENCY CONTACT NAME: _____ RELATIONSHIP: _____ TELE: _____
MEDICAL INSURANCE INFORMATION: _____

MEMBER SPOUSE SECTION USED (FAMILY MEMBERSHIP POLICY):

PRINT FULL NAME: _____ SOCIAL SECURITY #: _____
HOME TELEPHONE # _____ MOBILE # _____ WORK # _____
DATE OF BIRTH: _____ DRIVER’S LICENSE: _____ ISSUING STATE: _____ EMAIL: _____
MAILING ADDRESS: _____
PHYSICAL ADDRESS IF DIFFERENT THAN ABOVE: _____
EMERGENCY CONTACT NAME: _____ RELATIONSHIP: _____ TELE: _____
MEDICAL INSURANCE INFORMATION: _____

MINOR CHILD(REN) SECTION:

THIS SECTION MUST BE COMPLETED FOR EACH MINOR CHILD UNDER THE AGE OF 18 YEARS OLD. SIGNATURES OF BOTH PARENTS ARE REQUIRED FOR ALL MINORS. IF ONLY ONE PARENT ACCOMPANIES THE MINOR CHILD TO THE DOWN EAST RIVER CLUB, INC. RIDING PARK, THEN THE ABSENT PARENT MUST SIGN BELOW AND HAVE THEIR SIGNATURE NOTARIZED. OTHERWISE, THE MINOR CHILD WILL NOT BE PERMITTED TO USE THE PARK’S RIDING TRAILS.

PARENT’S IDEMNITY AND RELEASE FOR AND IN CONSIDERATION OF the privilege of access to Down East River Club, Inc., and the use of the trails herein, and for other good and valuable consideration,

I _____ and _____, being the lawful parent(s), guardian(s) or custodian(s) of
(Signature of Father) (Signature of Mother)

NAME OF CHILD #1 _____ DATE OF BIRTH: _____

NAME OF CHILD #2 _____ DATE OF BIRTH: _____

NAME OF CHILD #3 _____ DATE OF BIRTH: _____

and being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Down East River Club, Inc., River Farm, LLC, Twin County Motorsports, Inc., Twin County Powersports, Inc., Twin County Riders, Inc., 33 Bar and Grill, and all of their respective employees, members, owners, agents, or assigns of and from any and all past, present and future compensations, third-party actions, suites at law or inequity, including claims or suits for contribution and/or indemnity, or whatever nature, and all consequential damage on account of, or in any way growing out of any and all known and unknown personal injuries, death and/or property damage resulting or to result from the presence or activities of the child(ren) listed above in Down East River Club’s riding park.

I hereby declare and represent that I am the legal guardian of the above child(ren) or and have full legal authority to execute this release and indemnity, and that I will indemnify and save harmless Down East River Club, Inc.; River Farm, LLC and all its respective employees, members, owners, agents, employees or assigns (hereafter referred to as “Released Parties”) from and against all claims of anyone whatsoever arising from third-party actions.

I hereby declare and represent that I will hold the Released Parties harmless from any liability whatsoever arising from the presence, activities, or patronage of my child(ren) listed above while using the Down East River Club, Inc. riding park.

I further state that I have carefully read the foregoing release and indemnity and know the contents thereof, and I sign the same as my own free act.

WITNESS my hand and seal this _____ day of _____, 20 _____.

Notary: _____ County: _____ My Commission Expires: _____

Seal Area:

DOWN EAST RIVER CLUB, INC

“OFF-ROAD RIDING PARK”

252-977-2191

RELEASE AND ACKNOWLEDGEMENT

THIS IS A RELEASE OF LIABILITY AND AN EXPRESS ASSUMPTION OF RISK. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT IS A BINDING AGREEMENT.

IN CONSIDERATION for being permitted to enter upon the facilities of Down East River Club, Inc. (the “Club”) for the purpose of riding motorcycles and/or all-terrain vehicles on the riding trails and paths located upon the Club’s facilities and for any other purpose, the undersigned participant, (or for a minor child, the parent(s) or legal guardian(s) of the minor child), for himself or herself and his or her personal representatives, assigns, heirs, and next of kin, acknowledges, agrees, and represents that he or she will, immediately upon entering the Club’s facilities and continuously thereafter, inspect the club’s facilities, including without limitation the riding trails and paths, for hazards, and the undersigned does further warrant that his or her use of the Club’s facilities shall constitute an acknowledgement that he or she has inspected the Club’s facilities and found and accepted them as being safe and reasonably suited for the purposes of the undersigned’s use thereof. The undersigned further agrees and warrants that if, at any time, he or she discovers a hazard or otherwise believes the condition of the Club’s facilities to be unsafe, the undersigned will immediately advise the Club and the other persons present at the Club’s facilities, and he or she will stop using the Club’s facilities and will leave there from.

The undersigned understands that the trails of the Club will be marked according to degree of difficulty, and that the undersigned will be solely responsible for selecting the trail that best suits the undersigned experience and ability, and will assume all risks resulting from any trail selection. Under no circumstances, the undersigned will leave a marked trail and understands that failure to ride on marked trails will result in the undersigned being ejected from the Club and my result in permanent revocation of future privileges in the Club.

The undersigned understands and agrees that neither the Club nor any of their respective employees, members, owners, agents, or assigns (Released Party) may be held liable or responsible in any way for any injury, death, or other damages to the undersigned and or family, estate, heirs or assigns that may occur as a result of the undersigned’s participation at the Club’s facilities or as a result of the negligence of any party, including the Released Parties, whether passive or active. The undersigned hereby WAIVES, RELEASES, DISCHARGES, and COVENANTS NOT TO SUE the Club, its officers, directors, members, employees, and agents (the “Releasees”), from all liability to the undersigned and his or her personal representatives, assign, 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 of the undersigned or resulting in the death of the undersigned, whether caused by the negligence of any of the Releasees or otherwise, while the undersigned is in or upon the Club’s facilities for any purpose.

The undersigned hereby WAIVES, RELEASES, DISCHARGES, and COVENANTS NOT TO SUE River Farms, LLC, lessor of the Club’s facilities, and its members, managers, employees, and agents (the “LLC Releasees”), from all liability to the undersigned and his or 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 negligence of any of the LLC Releasees or otherwise, while there undersigned is in or upon the Club’s facilities for any purpose.

The undersigned agrees to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees and the LLC Releasees, and each of them, from any loss, liability, damage, or cost, including courts costs and attorney’s fee, any of them may incur due to the presence of the undersigned in or upon the club’s facilities for any purpose, whether caused by the negligence of any of the Released or the LLC Releasees or otherwise.

The undersigned hereby ASSUMES FULL RESONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, due to the negligence of any of the Releasees or the LLC Releasees or otherwise, while upon the Club’s facilities for any purpose. The undersigned expressly acknowledges and understands that risks and dangers exists in the use of motorcycles and all-terrain vehicles used in this Cub’s facilities. The undersigned realizes that their participation in this Club’s facilities 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. These risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of the Club; and by accidents, breaches of contract, the forces of nature (such as bee stings, snakebites and lightning bolts), or foreseeable or unforeseeable causes. The undersigned understands that participation of activities at the Club’s facilities may cause strenuous activity and that if the undersigned exerts their self during such activity which results in a heart attack, panic, hyperventilation, or otherwise, that the undersigned will not hold the Releasees responsible for the same. The undersigned further expressly agrees that this Release and Acknowledgement is intended to be as broad and inclusive as permitted by the law of the State of North Carolina, and that if any portion thereof is held invalid, it is agreed that the remainder shall, continue in full force and effect.

The undersigned certifies that the vehicle(s) brought by the undersigned to Down East River Club has been inspected by the undersigned and have no knowledge of any condition that might render the vehicles(s) unsafe in any way. Additionally, the undersigned certifies that the undersigned and family members is/are physically and mentally healthy and have no condition that will put anyone, including the undersigned, at risk while participation in any activity herein described.

The undersigned agrees that he or she is of lawful age and legally competent to sign this release of liability or have acquired the written consent of his or her parent(s), guardian(s) or custodian(s) and understands that the terms herein are contractual and not a mere recital, and are signing this document as his or her own free act.

The undersigned participant understands that DOWN EAST RIVER CLUB, INC. (the “Club”), may take photographic or other electronic images of its facilities and participants. The participant hereby agrees that all photographic or other images obtained in any manner by the Club, its employees, members, owners, agents or assigns are the property of the Club. The Club reserves the right 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 DOWN EAST RIVER CLUB, INC., its employees, its officers, directors, shareholder, servants, members, owners, agents or assigns from any and all demands, actions, causes of actions, suits, damages, costs, and any other claims that my arise regarding said images or their use.

Date: _____ Signature: _____ (Primary Member)

Date: _____ Signature: _____ (Spouse Member)

I further state that I have carefully read the foregoing release and indemnity and know the contents thereof, and I sign the same as my own free act.

WITNESS my hand and seal this _____ day of _____, 20_____.

Notary: _____ County: _____ My Commission Expires: _____

Seal Area:

5/5/07

Ms. Ola L. Pittman, Director
Edgecombe County Planning and Inspections Department
P.O. Box 10
201 St. Andrew Street
Tarboro, NC 27886

Dear Ms. Pittman:

I am in receipt of your letter and responding as requested.

I am very disappointed to find that there are complaints regarding the riding of off-road vehicles at Down East River Club. The club has existed for approximately two and one half years without any negative incidents among members and guest providing controlled outdoor recreational enjoyment on private land for our local community. We have intentionally maintained a limited number of uses to the park with a commitment to protect private riding and fishing privileges of our members. And to this point, we feel very strongly that we have maintained a safe and enjoyable space to operate off-road vehicles while not disturbing wildlife and the existing natural environment. Nor do we believe that our actual members are violating the conditional use permit in existence with Edgecombe County.

However, myself and members of the Down East River Club are certain that we have a gross amount of riders that are not members and repeatedly trespassing onto the park grounds. These illegal trespassers are obviously not aware of the rules and regulations that are set up by the Down East River Park and therefore cause problems by not abiding by the rules. We the members constantly request these people to leave but unfortunately they come back through accesses that are not controlled by our entryways.

In reference to the Tar River setback of 200 feet, we have the entire river posted with no trespassing signage throughout all trails. We have every member sign releases and acknowledgment of all rules and regulations as they pertain to the park. A copy is attached for your review.

We believe that the problem in question exist because we are unable to control complete access of trespassers. These trespassers enter property from behind the 33 Grill area and proceed onto the park grounds. They also enter the park property by means of the land owned by the Airport Authority. We continuously monitor and inspect ATV riders making sure that they are Down East River Club members and aware of our rules and policies. However, trespassers are not as approachable when they are on ATVs and often leave before we are able to have them stopped for conversation.

Down East River Club will press legal charges against all unauthorized trespassers that are caught on its property. We are asking for Edgecombe County's help in policing entry onto the property and whatever assistance it can provide toward ticketing all violators and trespassers of the Down East River Club Rules and the Edgecombe County Conditional Use Permit requirements.

Your help in this matter would be greatly appreciated. If I can be of any further assistance on this or any other matter, please don't hesitate to call me at 252-977-2191.

Sincerely,

Lance Cherry
Down East River Club/River Farm LLC

C.c. Mr. Lorenzo Carmon, County Manager
Mr. Mackie Deaton