



# ADMINISTRATIVE PROCEDURES & APPEALS

## Administrative Procedures & Appeals

Participant agreements and administrative and procedural rules; rule changes; rule enforcement; dispute resolution procedures.

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### A1: DEFINITIONS

Certain terms used in this Rulebook are defined terms which, when used herein, have the meaning set forth below:

**Participant:** The term “participant” shall include officials, any person or entity possessing or who has been issued a credential, and any person or entity directly or indirectly associated with any vehicle that has been permitted to enter an event site for the purpose of participation in an event, including, but not limited to, owners, drivers, and crewpersons. The term “participant” shall include any person or entity that has any ownership interest in a race team, vehicle, or otherwise. As to any entity, the term “participant” shall include each of the entity’s owners, principals, agents, parents, subsidiaries, divisions, partners, affiliates, and other related persons or entities. PDRA may require at any time and from time to time that verified information regarding team and/or vehicle ownership, crew members and other information be supplied.

**Event:** Throughout this Rulebook, there is reference to “event” or “events.” Wherever this term is used, it is intended to refer to PDRA Racing series events.

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### A2: SCOPE OF PDRA RULEBOOK

The principal source of authority for the conduct of events is the PDRA Rulebook. The Rulebook governs all decisions at PDRA events and governs all PDRA matters affected by the Rulebook. Each and every participant is bound by the Rulebook and is held responsible for knowledge of and compliance with the Rulebook. Ignorance or misunderstanding of a rule does not excuse noncompliance. Participants’ knowledge of and compliance with the Rulebook contributes to the safety of the sport and is required. By participating in the sport, every participant affirms that he or she has read, understands and agrees to be bound by all PDRA rules and regulations, including those contained in the PDRA Rulebook, including amendments.

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PDRA has developed and published this Rulebook for the purpose of providing guidance in the conduct of PDRA events. PDRA makes no representations or express or implied warranties that compliance with the rules, regulations and agreements published in this Rulebook or as amended will reduce, prevent or guarantee against injury or death to spectators or participants or damage to property or other economic injury or damages. The rules, regulations, and agreements herein constitute the minimum acceptance standards for competition and are intended as a guide for the conduct of the sport. PDRA does not intend to imply by the publication of the Rulebook, by the conduct of various racing events, by the licensing of drivers, by the acceptance of event entries, or by any other act or omission to act that any person has the right or the inalienable privilege of participating in PDRA events.

### **A2.2 New Rules and Rule Changes**

PDRA rules may be added, deleted and/or amended from time to time and at any time by PDRA. It is the participant's responsibility to stay abreast of all PDRA rule changes that may affect the participant. Additions, deletions or changes to the Rulebook (collectively referred to herein as "amendments") will be communicated as follows:

1. Publication on PDRA660.com; and/or
2. Publication on PDRA Social Media Accounts

Amendments are effective and enforceable immediately upon publication on PDRA660.com. Racers are responsible to consult and stay up to date with any rules and related information published on PDRA660.com. Amendments will be labeled as amendments to the Rulebook.

### **A2.3 Other PDRA Policies and Procedures**

In addition to the Rulebook, PDRA has set various policies and procedures that also provide guidance for the conduct of racing and events and are enforceable by PDRA. These items include, without limitation, Competitor Data Sheets, PDRA-accepted products, technical bulletins, and other policies and procedures.

### **A2.4 Official Opinions on Technical Issues**

Participants may request official opinions on technical issues from PDRA. This type of opinion may be requested, for example, on the acceptability of specific items of equipment or body designs. Any request for an official opinion on technical issues must be made in writing and submitted to the Technical Department. No opinion on technical issues is binding on PDRA unless published on PDRA660.com and labeled as an amendment to the Rulebook.

### **A2.5 Informal Interpretations on Technical Issues**

Participants may communicate with the PDRA Technical Department regarding explanations and interpretations of rules. These communications are advisory only.

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## **A3: VOLUNTARINESS; PARTICIPATION NOT A RIGHT; ALL PARTICIPANTS BOUND BY THE RULEBOOK; PARTICIPANT CONDUCT; COVENANT NOT TO SUE**

PDRA is a private, voluntary association. While PDRA welcomes the participation of everyone, participation requires a promise and agreement

by all participants to abide by all PDRA rules, regulations and agreements, including, but not limited to, those in the PDRA Rulebook. Without this promise and agreement, PDRA would not be able to function as a sport sanctioning body, and PDRA's continuing viability would be at risk. Participation in any and every aspect of PDRA drag racing is a privilege, not a right. See Participant Covenants in Section 1.3.2 below.

### **A3.1 Participant Conduct**

Participants at events are expected, at all times, to conduct themselves in a professional and non-disruptive manner consistent with good sportsmanship and PDRA's role as a family-oriented sports organization with events suitable for attendance by all and, as to those events that are televised, suitable for unrestricted viewing by the general public. Any participant who, in the sole and absolute judgment of PDRA:

- (1) verbally or physically threatens another person;
- (2) uses vulgar or derogatory language;
- (3) engages in unsportsmanlike conduct;
- (4) engages in conduct detrimental to the sport of racing;
- (5) otherwise creates a condition or circumstance that is unsafe, unfair, or out of order;
- (6) is not honest and truthful in his or her dealings with PDRA, including without limitation making a false statement or creating, submitting or using a false writing or document; or
- (7) otherwise violates any PDRA rule, regulation or agreement, shall have violated this rule regarding participant conduct.

### **A3.2 Participant Covenants and Covenant Not to Sue**

Each participant expressly agrees to abide by all PDRA rules, regulations and agreements, including but not limited to those contained in the PDRA Rulebook, and by PDRA decisions, whether or not related to an event. Notwithstanding any other provision of this Rulebook, by participating in, and in consideration for being allowed to participate in PDRA drag racing, and in consideration of receiving any of the numerous benefits available to participants, each participant understands, acknowledges and agrees that:

- 1)** Participation in any and every aspect of PDRA drag racing is a privilege, not a right.
- 2)** The participant voluntarily chooses to participate in accordance with all PDRA rules, regulations and agreements, including but not limited to those contained in the PDRA Rulebook, and by PDRA decisions, whether or not related to an event.
- 3)** When a participant submits an entry for competition in an event, and the entry is accepted, the participant is obligated to compete in the event in good faith to the best of the participant's ability unless prevented from so doing by matters beyond the participant's control.
- 4)** The PDRA Rulebook and the dispute resolution procedures set forth within the Rulebook apply to any and all decisions, rules, regulations, actions or omissions to act by PDRA, without limitation. For example, and not by way of limitation, decisions on the classification or reclassification of vehicles, which categories of vehicles will be professional classes, which categories of vehicles will race at national events, what types of vehicles will be allowed to race in a class, whether an event is cancelled, postponed or rescheduled, whether or how an event is televised, what types of sponsors will be allowed to be featured on race vehicles, and what types of sponsors will not be allowed on site at events at all, to name but a few, are all illustrative of the types of decisions that are governed by and may

be challenged only through the dispute resolution procedures set forth in this Rulebook.

**5)** Member track officials and personnel (including without limitation member track owners, employees, contractors, agents, vendors or others) are not agents of PDRA and operate independently of PDRA.

**6)** All decisions made by PDRA, including but not limited to those made during or incident to an event, are final and may not be appealed except as expressly subject to review herein, and such decisions may not be made the basis of a lawsuit. The participant further agrees to release and waive from liability and not to bring any action against PDRA, the event director, the event director's designee(s), any PDRA or track official, the racetrack operator, the racetrack owner, event sponsors, other PDRA sponsors, and all other event officials, for any loss, damage, or injury, including without limitation economic loss or damages, caused by any decision, erroneous or otherwise, including without limitation decisions based on malfunctioning electronic or mechanical equipment, and all whether due to negligence or otherwise.

**7)** Any dispute concerning the rules, regulations and agreements of PDRA, any decisions of PDRA or PDRA officials, any acts or omissions to act by PDRA, or any matter regarding participation in PDRA drag racing, shall be resolved exclusively pursuant to the dispute resolution procedures provided in this Rulebook. The participant agrees to indemnify and to hold PDRA harmless from any and all legal fees and costs incurred by PDRA as a result of the failure of the participant to comply with the dispute resolution procedures provided in this Rulebook.

**8)** PDRA, any racing facility, and all of their directors, officers, employees, agents or representatives have no liability to the participant, participant's personal representatives, assigns, heirs, and next of kin for any and all loss or damage and any and all claims or demands of any nature whatsoever including without limitation loss or damage to any property of the participant or property of others entrusted to the participant, whether caused by the negligence of any Releasee (as defined in Section 1.5.2 herein) or otherwise.

**9)** The participant will not initiate or maintain, directly or indirectly, any kind of civil court lawsuit related to any PDRA rule, regulation, agreement or decision, which lawsuit PDRA determines to be conduct detrimental to PDRA or the sport of drag racing. Factors considered in determining whether a lawsuit is deemed conduct detrimental to PDRA or to the sport of drag racing include, but are not limited to: the threat posed to maintaining the ability to conduct events and racing activities; the threat posed to the continued viability of the sport of drag racing; disruption to the orderly conduct of the sport of drag racing; damage to PDRA's business and reputation; loss of sponsorship opportunities; disruptions in sponsor relationships; damage to goodwill with vendors, sponsors, customers and members; damage to racing competition; adverse effects upon the insurability of the sport of drag racing, and other damage to PDRA or the sport of drag racing.

**10)** In order to preserve the sport of drag racing, and to preserve PDRA's ability to function and exist as a sanctioning body for drag racing, PDRA must and does rely on the foregoing covenant not to sue.

**11)** PDRA would be severely damaged by breach of the covenant not to sue set forth herein.

**12)** Taking into account the many circumstances affecting the sport of drag racing, and factors that cannot be foreseen and accurately predicted by PDRA and each participant, actual damages to PDRA resulting from

breach of the covenant not to sue would be impracticable and extremely difficult to determine.

**13)** In the event of any breach of this covenant not to sue involving a lawsuit filed after May 1, 2004, unless the participant prevails in the participant's lawsuit, the participant:

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- a)** May be subject to permanent or temporary suspension or exclusion from PDRA events; and
  - b)** Must pay all of PDRA's attorneys' fees and costs related to the lawsuit, including but not limited to fees and costs for in-house counsel (payment must be made before participation, if eligible, in any PDRA event); and
  - c)** Must pay any fine assessed by PDRA (payment must be made before participation, if eligible, in any PDRA event).
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### **A3.3 Compliance with PDRA Rules, Regulations and Decisions**

Participant compliance with all PDRA rules, regulations and decisions is required. PDRA has the right to take action against any participant for failure to comply with any decision, rule, or regulation of PDRA, including but not limited to failure to comply with the dispute resolution procedures set forth in the Rulebook. PDRA may in its sole and absolute discretion take the action it deems appropriate in response to any such failure to comply.

In addition to imposing any specific sanctions that may be identified herein, the action taken by PDRA may include permanent suspension from PDRA events and/or PDRA member track events; private admonishment; public admonishment; temporary suspension; probation; fines; loss of points won at various events; loss of prize money won at various events; disqualification from competition in an event or events; expulsion from an event; suspension from events; permanent exclusion from PDRA events and/or PDRA member track events; some combination of the foregoing; or such other actions as PDRA shall, from time to time, determine appropriate.

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### **A4: FINALITY OF DECISIONS BY EVENT DIRECTOR, DESIGNEES OR OTHER EVENT OFFICIALS**

PDRA has provided for a means of review of various PDRA actions and rules. In general, however, there is no provision for review of decisions of the Event Director, the event director's designee(s), or other event officials (collectively "Event Officials"). The reason such review is not provided is to ensure that there can be finality with regard to events that are run. To provide for an appeal of all actions, inactions or decisions of Event Officials could result in a delay in the determination of literally every event. Such numerous and interminable delays would be disruptive to the sport and unacceptable to participants and spectators. While the decisions, actions or inactions of Event Officials are not appealable, PDRA reserves the right to reverse such decisions or review such actions or inactions on its own initiative if it determines, in its sole and absolute judgment, that such action is warranted.

Event Officials shall have the authority to suspend, disqualify or expel any participant from an event for violation of any of the decisions, rules, or regulations of PDRA. Because Event Officials may take actions which constitute continuing disciplinary action against participants, participants

shall have the opportunity to appeal suspensions that last beyond the event in question, and fines, as provided for herein. There is no opportunity to appeal disciplinary actions completed at an event such as suspension, expulsion or disqualification from the event.

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### **A5: ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY**

#### **A5.1 Assumption of Risk**

Drag racing is a dangerous sport that can result in serious injury or death. Participation in all aspects of the sport is voluntary. The ultimate responsibility for participant and vehicle safety lies with the participant, vehicle owner, driver and crew members.

The participant agrees that by entering and participating in an event, the participant has had the opportunity to inspect the event site and acknowledges that the event site is safe and suitable for racing. The participant agrees that he or she will not participate in the event if he or she does not believe that the event site is safe and suitable for racing. The participant further agrees that by entering and participating in an event, the participant has had the opportunity to ascertain the staff and equipment on hand, including without limitation number and location of personnel and number and type of rescue equipment, and acknowledges that the staff and equipment are adequate and suitable for racing. The participant agrees that he or she will not participate in the event if he or she does not believe that the staff and equipment are safe and suitable for racing. The participant also acknowledges that by participating in the event, the participant may suffer bodily injury or death or loss or damage to property. The participant further acknowledges that the participant has voluntarily assumed the risk of bodily injury or death or loss or damage to property and waives any claims for bodily injury or death or loss or damage to property against PDRA, its directors, officers, employees and agents, event officials, event sponsors, racetrack operators and other participants; discharges such persons and entities from responsibility for such losses; and covenants not to sue such persons and entities for bodily injury or death or loss or damage to property.

#### **A5.2 Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement**

All participants shall be required as a condition of participation to sign all required entry forms, including but not limited to such releases as shall be required by PDRA and/or its insurers, consisting of the following or similar wording. Whether or not the participant signs such releases, the participant agrees to the terms set forth below and participant is hereby put on notice of such terms and makes such agreement either by receiving this Rulebook or by participating in the sport, or both.

In consideration of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as the advance staging area, burn out area, competition area, shutdown area, staging lanes, return road area, and any other area within the barriers, fences and/or structures separating the general public from racing activities), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin

## ADMINISTRATIVE PROCEDURES & APPEALS

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she believes anything to be unsafe or unsatisfactory in any way, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, builders and designers, drivers, crews, rescue personnel, and persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, 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 ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I**

**FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS THIS FORM SHALL NOT AFFECT ITS VALIDITY.**

**(NOTARIAL LANGUAGE)**

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### **A6: LICENSURE; TECHNICAL INSPECTION; PROTEST PROCEDURES; RETENTION OF VEHICLES AND PARTS**

#### **A6.1 PDRA LICENSE AND MEMBERSHIP**

A license issued by PDRA is to be used only by the driver to whom it is assigned and it is restricted to the categories listed on the license. The license is valid until its expiration date or until revoked by PDRA. The license is intended only to signify that the driver has demonstrated basic qualifications for drag racing classes up to and including the one in which the driver has qualified. The license does not convey a right but rather conveys a revocable privilege to participate in events. See General Regulations 10:4 for when PDRA membership is required. A license will not be granted if the driver does not meet the then-current medical criteria set by PDRA's medical professionals. Any driver who falsifies, omits, or causes to be falsified or omitted pertinent information on his or her medical application shall be subject to denial of such application and further disciplinary action including without limitation preclusion from participation in PDRA events. Regardless of whether an item is a Prohibited Substance under the Substance Abuse Policy (Section 1.7), all prescription medications are to be disclosed on a driver's medical application (see line 34) or if subsequently prescribed after prior application approval, the participant must immediately inform the PDRA National Field Office and request approval. Certain medications preclude licensure. Specific medical clearance by PDRA's medical professionals may be granted for selected medications and requests for clearance require the applicant's cooperation in providing requested medical records and history. Application for a competition number after licensure has been declined on medical grounds may similarly be denied.

#### **A6.2 Technical Inspection**

At a time and place and in a manner determined by Event Officials, prior to racing activities of any nature (including without limitation competition, testing, time trials etc.), all vehicles and driver equipment must undergo a technical inspection, or have been inspected under the Extended Technical Inspection program or be subject to the National Event Technical Inspection Process, explained below. In addition, every vehicle is subject to further technical inspection at any time before, during or after an event, at the time and in the place and manner directed by any Event Official. Any technical inspection conducted for an event remains in effect during the entire event, including any continued, postponed or rescheduled event. For all technical inspections (National Event or otherwise) responsibility for accurately completing the Tech Card and/or supplying accurate information for the Tech Card is on the participant and inaccuracies and other issues will be dealt with using all measures available to PDRA. By participating, the participant certifies that his or her vehicle and personal protective equipment will remain in good condition and the same as stated on Tech Card throughout the entire event; that the participant will in fact use all safety and personal protective equipment noted on the Tech Card; and that if anything changes from what is stated on the Tech Card, the participant will immediately notify Tech Officials on

site. Falsifying a Tech Card or not complying with the Rulebook subjects' participants to disqualification from the event and further disciplinary action. National Event Technical Inspection Process: PDRA is conducting the National Event Technical Inspection Process at certain PDRA-sanctioned events. Under the National Event Technical Inspection Process, technical inspection typically will be during or after competition, in the sole and absolute discretion of PDRA. Under the National Event Technical Inspection Process the participant certifies the technical readiness of his or her own vehicle and personal protective equipment and fills out his or her own Tech Card for the event in advance. Like all statements made to PDRA, the participant is responsible for the truth and accuracy of everything reported on the Tech Card. PDRA Tech Officials will conduct spot-checks and may at any time exercise any other rights PDRA has under the Rulebook, including tear-down and other forms of tech inspection.

PDRA may at any time inspect, seal for inspection, and/or tear down a participant's vehicle. Not complying in full with any inspection request will result in disqualification for further competition and such other penalties as deemed appropriate by PDRA. All determinations by Event Officials regarding the timing and method of technical inspection shall be final and not subject to appeal or review. Technical inspection assists Event Officials with determining, in their judgment, eligibility for participation in an event. The technical inspection does not ensure that the vehicle or any part thereof is safe. The technical inspection does not in any way change the fact that the driver, the crewmembers, and the vehicle owner are ultimately responsible for the safety and operation of the vehicle and equipment. By conducting a technical inspection, PDRA and its member tracks, and each of their respective directors, officers, employees and officials, make no representations, warranties, or assurances that a technical inspection, including the review of any written information, will do any or all of the following:

- 1) Detect every or any problem with a vehicle, or a driver's personal equipment or clothing; or
- 2) Detect every problem with rule compliance; or
- 3) Prevent injury, death or property damage.

The participant agrees that participant bears the ultimate responsibility at all times to ensure the safety of participant's vehicle, equipment and clothing and compliance with all PDRA rules, regulations, and agreements, including but not limited to those contained in the Rulebook. The participant agrees that participant is in the best position to know about the construction and operation of participant's vehicle, equipment, and clothing, and whether there has been compliance with all PDRA rules, regulations and agreements, including but not limited to those contained in the Rulebook. Moreover, in the case of technical violations, the participant acknowledges, understands and agrees that the participant is charged with full knowledge of every component of participant's vehicle and that even if a third party (for example, an engine builder) has caused the participant's vehicle to be noncompliant, the participant will still be responsible for and charged with any applicable violation and sanction. Disclaiming knowledge of the particular part or parts, or disclaiming knowledge of the rule or rules, or disclaiming responsibility for the actions of the third party, will not be defenses to any violation or any sanction therefor.

The weighing and measuring devices used by Event Officials shall be the standards that will determine an engine's or vehicle's compliance with the

rules. Any latitude or tolerance must be made by the racer or engine builder. It is recommended that the following tolerances be observed by the participant to allow for a margin of error during inspection or teardown: Cylinder head or piston volume, 1 percent of 1 cc; deck clearance, .001-inch; overbore, .002-inch; vehicle weight, 1/2 of 1 percent or 20 pounds.

Contestants in all classes calculated by weight to cubic inch must claim calculated engine displacement to determine exact vehicle weight on window sticker. Any engine changes made must be reported to the PDRA Technical Department for proper registration before any further runs are made. After a competitor's vehicle has been inspected and classified, no changes of class are permitted.

In order to facilitate technical inspection, PDRA may, from time to time, accept certain products as having met minimum requirements for technical inspection, test certain elements of vehicles, and certify compliance of such elements as complying with minimum requirements for technical inspections, and take other similar actions. The acceptance or certifications made by PDRA are for the sole purpose of communicating compliance to PDRA technical inspectors, and shall not constitute any warranty, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. PDRA intends no other representation by such actions and specifically disclaims any liability or responsibility for any reliance by any person or entity upon such representations, including but not limited to any incidental or consequential damages that might be claimed as a result of reliance upon such representations.

As a general rule, unless optional performance equipment or a performance modification is specifically permitted by this rulebook, it is prohibited.

### **A6.3 Chassis Inspection**

Chassis inspection and certification is a service offered by PDRA, in express consideration of and subject at all times to the following terms and conditions, in PDRA's sole and absolute discretion. By submitting a chassis for inspection, owning or driving a vehicle which has had its chassis certified, or otherwise participating in the sport of drag racing, all participants acknowledge and agree to the following terms and conditions regarding chassis inspection and certification. Whether or not the participant or an otherwise affected party signs any documents in connection with chassis inspection or certification, the participant or otherwise affected party agrees to the terms set forth below and each is hereby put on notice of such terms and makes such agreement either by receiving this Rulebook or participating in the sport, or both. The foregoing and following terms govern all PDRA chassis inspections:

1. Participant will not operate a vehicle or allow it to be operated at a weight in excess of the "Maximum Permitted Weight" or at an elapsed time less than the "Quickest Permitted e.t." for which the chassis is certified, or otherwise not in compliance with any PDRA rule, regulation or agreement.
2. If at any time a vehicle does not comply with current PDRA / NHRA Chassis Certification requirements, it will not be operated in any manner at an PDRA track, PDRA member track, or anywhere at all outside a repair

garage, until required repairs have been completed and certification or recertification is obtained.

**3.** PDRA Chassis Certification and/or inspection (a) is undertaken for the limited purpose of allowing PDRA to satisfy itself that the chassis, at the time of inspection, appears to comply with PDRA rules governing chassis construction, as this is a requirement for the vehicle being allowed to operate at PDRA or PDRA Member track events (including private test sessions); (b) does not constitute a certification for use at any location other than an PDRA track or PDRA member track; (c) does not constitute a warranty or guaranty of any kind, including without limitation a warranty or guarantee that the vehicle, including its chassis, is free of defects, latent or otherwise, or that the vehicle as finally constituted is or will be safe to operate; and (d) that the inspection is limited to the chassis only, as “chassis” is defined in PDRA rules.

**4.** Drag racing is a dangerous sport. There is no such thing as a guaranteed safe drag race. Drag racing always carries with it the risk of serious injury or death in any number of ways. This risk will always exist no matter how much everyone connected with drag racing tries to make our sport safer. Although PDRA works to promote and enhance the safety of the sport, there are no guarantees that such safety measures will guarantee or ensure safety. The participant always has the responsibility for the participant’s own safety, and by participating in drag racing, the participant accepts all risks of injury, whether due to negligence, vehicle failure, or otherwise. If at any time a participant does not accept these risks, the participant agrees not to participate in drag racing.

**5.** No liability or duty to third parties, express or implied, is undertaken or assumed by PDRA or its Member Tracks regarding any Chassis Certification or any use of a vehicle that contains a certified chassis.

**6.** Responsibility for the proper construction, rule compliance, and performance of a vehicle and its chassis rests with the participant at all times. If injury or death to participant or another person results from operation of the vehicle, participant releases, waives and indemnifies PDRA from and against any resulting claim against PDRA in accordance with the Administration Procedures and Appeals Section of the applicable PDRA Rulebook.

### **A6.4 Retention of Vehicles and Parts**

Participant hereby grants PDRA, its member tracks, and each of their agents and assigns, full and unconditional permission to collect and retain vehicles, parts of vehicles, equipment, or any other items used in conjunction with participation that are owned by or in the possession of participant or present at an event (collectively “Items”), including such Items that may be relevant incident to the investigation of an incident; the inspection or testing of such Items; or for any other purpose. PDRA may exercise this right to take and retain Items at any time when PDRA determines in its sole and absolute discretion that such actions are necessary. Participant fully releases PDRA from any liability whatsoever for loss of, damage to, or destruction of any such items. When an Item is suspected of being out of compliance with an PDRA rule, or when an Item has been involved in an incident, PDRA may in its sole and absolute discretion collect and retain such Items if PDRA believes it necessary to do so to further investigate, make a final determination, and/or preserve evidence, all in PDRA’s sole and absolute discretion. At any time that PDRA collects and retains Items, PDRA will try to safeguard such Items and return such Items when PDRA has completed its work with them, but PDRA makes no representations or warranties that the Items will not be lost, damaged,

destructively tested, destroyed or otherwise affected. However, notwithstanding the foregoing sentence, if PDRA believes that an Item should be retained or destroyed, or indefinitely or permanently retained, to prevent further use of such item in competition, PDRA may so retain or destroy such Item. The rights granted to PDRA in this subsection shall also apply to any PDRA / NHRA member track if deemed necessary by the member track officials.

### **A6.5 Protest Procedures**

Contestant protests must be filed with the proper officials the day prior to eliminations (class and/or eliminator) of that category or as outlined in writing before a protest will be accepted. Protests by Event Officials may be entered at any time during the event at no charge. Inspections of protested vehicles and outcomes related thereto are not limited to the subject matter of the protest.

Protests must be accompanied by a protest fee as outlined below. Protest fee, minus Technical Department expenses, will be forfeited to the vehicle owner if the protested vehicle is found in compliance with the requirements of its class of competition. If an inspection proves a protested vehicle to be out of its proper class or compliance, fees will be refunded, less expenses, and the non-compliant entry will be subject to action as the Event Officials or Technical Department may impose, including possible disqualification, fines, suspension, and/or revocation of competition privileges.

A protested engine must be disassembled for inspection and reassembled by the vehicle owner and/or crewmembers. Failure or refusal to disassemble an engine upon demand from an Event Official will result in the removal of the vehicle from further competition and is cause for removal of the vehicle, owner, driver, and crewmembers from the racing facility and such other or further penalties as deemed appropriate by PDRA.

#### **PDRA Racing series category protest fees:**

|                                   |         |
|-----------------------------------|---------|
| Any Professional Category Protest | \$1,000 |
| Any Sportsman Category Protest    | \$300   |
| Any Jr. Dragster Category Protest | \$200   |

Contestant protests may only be filed by a driver or registered vehicle owner competing in the same event and in the same eliminator category, as the vehicle being protested. PDRA reserves the right to reject any protest filed that it determines, in its sole and absolute discretion, is frivolous or intended to harass another competitor or to otherwise gain some unfair competitive advantage.

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## **A7: SUBSTANCE ABUSE POLICY**

Enhancing the safety and integrity of PDRA drag racing is of paramount concern to PDRA. Substance abuse is fundamentally inconsistent with increased safety and with the integrity of a drag racing program. Accordingly, PDRA has established this Substance Abuse Policy. This Substance Abuse Policy applies to all "Covered Individuals." "Covered Individuals" who are subject to and must comply with the Substance Abuse

## **ADMINISTRATIVE PROCEDURES & APPEALS**

Policy shall include: (1) anyone who holds or is applying for a competition license; (2) all non-licensed competitors; Administrative Procedures (3) crew chiefs and crew members of any race team; (4) all team owners who are on site during an event to the extent that any such individual is participating in the preparation or operation of the race vehicle; (5) all PDRA officials and employees in safety sensitive positions.

Covered Individuals must submit to such testing procedures as may be conducted from time to time including without limitation those tests conducted by the Independent Drug Program Administrator (IDPA), whether on-site at an event or otherwise. Violation of the Substance Abuse Policy, or failure (whether intentional or not) or refusal to submit to testing and to honestly participate in any testing procedure, will result in disciplinary action.

Covered Individuals shall be deemed to have consented to any tests for prohibited substances and alcohol required by PDRA or its designated administrator as a condition of participation in PDRA drag racing in any capacity. Any Covered Individual who does not consent to requested testing shall be deemed to have violated this Substance Abuse Policy and shall be subject to a penalty that is at a minimum commensurate with that imposed for a Prohibited Substance First Violation.

Penalties shall be set and determined in the sole and absolute discretion of PDRA based on the totality of the circumstances and the best interests of the sport of drag racing. Following is a non-exclusive list of potential penalties which may be imposed alone or in combination: cancellation of a competition license; denial of the privilege to participate in any PDRA sanctioned or member track event; temporary or permanent suspension from competition; temporary or permanent suspension from employment; termination of employment; and other or further penalties deemed appropriate in the judgment of PDRA.

Actual or claimed lack of knowledge regarding the presence of alcohol or a Prohibited Substance in an individual's system is not an excuse and will not absolve an individual from consequences under the Substance Abuse Policy.

It is the individual's responsibility to ensure that whatever he or she ingests does not lead to a violation of the Substance Abuse Policy, regardless of intent or knowledge (for example, mouthwash, poppy seeds, etc.).

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### **A8: RULE ENFORCEMENT; REVIEW AND APPEALS; EXCLUSIVE MECHANISM FOR DISPUTE RESOLUTION**

#### **A8.1 Actions Against Participants**

Initial Action If PDRA is made aware of a violation of the decisions, rules, or regulations of PDRA, PDRA shall determine whether action by PDRA is warranted. Before taking action against a participant PDRA shall, to the extent reasonably practicable, conduct an inquiry concerning the alleged violation, including the collection of relevant information. Where reasonably practicable PDRA will obtain a statement from the participant before taking action, however, it shall not be necessary to receive a statement from the participant prior to initiating action against the

participant. Having conducted a review of the information, PDRA shall take whatever action it shall, in its sole and absolute discretion, deem appropriate. PDRA may take immediate action against a participant if PDRA deems such action necessary (e.g. because of danger to participants, spectators, or property, or to avoid continuing violations). Such action may include but is not limited to suspension, disqualification or expulsion of the participant from an event and the event site.

Delivery of Documentation; Deadlines. For any requests, notices and/or documentation to be provided by PDRA and/or the participant pursuant to Sections 1.8.2 through 1.8.7 below, the party and place to which such requests, notices and/or documentation are to be sent is as follows:

If to PDRA by overnight carrier:

PDRA Review/Appeals  
8018 Boydton Plank Road  
N. Dinwiddie, VA 23803

If to PDRA by email: [tyler@pdra660.com](mailto:tyler@pdra660.com) and [lonnie@pdra660.com](mailto:lonnie@pdra660.com)

If to participant by mail, overnight carrier and/or email: The address and/or email address listed on participant's Application for PDRA License and Competition Number Registration. All PDRA requests, notices and/or documentation shall be sent by overnight carrier and/or by email, in PDRA's discretion. Participant understands that if the only available address is a P.O. Box, delivery may be delayed. Participant is responsible for keeping participant's contact information up to date with PDRA. Requests, notices and/or documentation to be provided by PDRA and/or the participant pursuant to Sections 1.8.2 through 1.8.7 shall be deemed received:

- (i) upon actual receipt as shown by proof of delivery when sent by overnight carrier; and,
- (ii) the "sent" date of the email if the email was sent prior to 5 p.m. Eastern Time on a normal business day; or, the next business day if the email was sent after 5 p.m. Eastern Time. If business exigencies require, in PDRA's sole discretion, all deadlines specified under Sections 1.8.2 through 1.8.7 below may be extended or expedited, as deemed appropriate.

### **A8.2 Statement of Action Against Participant**

When action is taken against a participant a Statement of Action Against Participant will be issued in due course by the Technical Department or another appropriate PDRA department or official depending upon the nature of the alleged violation of any decision, rule or regulation, or of any sanction.

The Statement of Action Against Participant shall outline the violation. The participant will have the opportunity to respond to the Statement of Action Against Participant as described below. No action taken by PDRA shall be automatically delayed pending issuance of the Statement of Action Against Participant, however, PDRA may, in cases where immediacy is not required, provide a reasonable delay in implementation of any action or sanction so that the participant may respond (as outlined below) to the

Statement of Action Against Participant before implementation of the action or sanction. Similarly, PDRA may suspend a participant pending investigation and prior to issuing a Statement of Action, in order for PDRA to have sufficient time to conduct an investigation, and where circumstances warrant immediate action in PDRA's sole discretion. Such action shall be called a "Pending Statement of Action."

### **A8.2.1 Stay Pending Appeal**

A participant who is eligible to and does appeal a suspension or termination of the opportunity to participate in PDRA events, or a fine, may request a stay of the action, in writing, until the review or appeal is concluded.

PDRA will respond in writing and may grant, grant with conditions, or deny the stay in its sole and absolute discretion. Points or awards obtained during a stay may be lost if the appeal is not successful or if otherwise deemed appropriate by PDRA. PDRA may revoke a stay during the pendency of the review or appeal if PDRA deems such revocation appropriate and in the best interests of PDRA or the sport of drag racing. A participant suspended, disqualified or expelled from an event will not be permitted to compete at the same event by filing an immediate request for review or appeal.

### **A8.2.2 Compliance and Publication**

Except during the pendency of a stay as provided in Section A8.2.1 above, if a participant is required to pay a fine or take any remedial action, the participant may be suspended from PDRA events and/or PDRA member track events until the fine is paid or the remedial action taken. Failure to pay fines or take remedial action in a timely fashion may result in additional action being taken by PDRA. PDRA may deduct fines owed by the participant to PDRA from any prize money owed to a participant. PDRA at all times may publish in PDRA National Dragster and on PDRA.com, PDRARacer.com, or anywhere else, information regarding all or part of any Statement of Action Against Participant, including without limitation suspension, disqualification, expulsion and/or fines, and all related items including appeals and results of appeals. Publication may occur whether or not an appeal may be or has been filed. PDRA may share such information with law enforcement officials in PDRA's sole and absolute discretion regardless of whether legal process has been issued. Participants agree that they shall not initiate any legal action against PDRA as a result of any such publication or release of information.

### **A8.3 Actions Against Participants**

Participant's Response As a first step in the appellate process regarding any appealable violation of any PDRA rule, regulation or decision, the participant may respond, in writing, which writing must be received by PDRA within ten (10) business days of the date of the Statement of Action Against Participant, to the Statement of Action Against Participant, explaining the participant's position and the basis therefor ("Participant's Response to Statement of Action Against Participant"). If the participant submits a Participant's Response to Statement of Action Against Participant, PDRA will evaluate it, and PDRA may, in its sole and absolute discretion, modify the action to be taken against the participant if it determines that a different action or no action is warranted. Within ten (10) business days of PDRA's receipt of the Participant's Response to Statement of Action Against Participant PDRA shall respond to the

Participant's Response to Statement of Action Against Participant in writing, unless PDRA requires more time to conduct any investigation or analysis it deems necessary, in which case PDRA shall respond as promptly as practicable under the circumstances ("PDRA's Response to Statement of Action Against Participant"). If applicable, PDRA's Response to Statement of Action Against Participant shall advise the participant of participant's right to further appeal the decision, as set forth below.

### **A8.4 Actions Against PDRA; Appeal of PDRA Decisions**

As stated in Section 1.4 above, decisions of Event Officials as described in Section 1.4 shall not be subject to review or appeal. In addition, rule changes that are technical in nature (e.g., acceptable and/or mandatory parts and/or modifications, changes made to address safety issues, changes made to equalize performance or control performance, changes made to balance competition) shall not be subject to review or appeal. Whether a rule change is technical in nature and not subject to review or appeal shall be determined in the sole and absolute judgment of PDRA.

Other than as set forth above, if an individual or other entity is directly affected by and is the subject of a decision, ruling, action, or failure to act of PDRA, including but not limited to disciplinary action, the individual or entity will be allowed to appeal the decision, ruling, action or failure to act of PDRA. Such appeals shall be undertaken as provided in this Section 1. At any stage of appeal, the panel reviewing the decision, ruling, action or failure to act at issue shall not include individuals who were involved in the initial decision, ruling, action or failure to act or individuals who have a personal interest in the decision of the reviewing panel.

Failure to comply with any appeal procedure herein will constitute a waiver of the appeal associated with the procedure and any subsequent review or appeal. For participants who have received a Statement of Action Against Participant, the first step in the appellate process is submission of the Participant's Response to Statement of Action Against Participant, as set forth in Section 1.8.3 above. For participants appealing a decision of PDRA for which no Statement of Action Against Participant was issued, the first step in the appellate process is submission of the Notice of and Grounds for Appeal, as set forth in Section 1.8.5 below.

### **A8.5 Notice of and Grounds for Appeal**

If a participant has received and responded in writing to a Statement of Action Against Participant, and wishes to appeal an appealable decision set forth in PDRA's Response to Statement of Action Against Participant, the participant must submit a written Notice of and Grounds for Appeal to PDRA so that it is received by PDRA within ten (10) business days of the date of PDRA's Response to Statement of Action Against Participant. The Statement of Action Against Participant will indicate the person or department of PDRA to whom the response should be directed.

For those participants appealing a decision of PDRA for which no Statement of Action Against Participant was issued (for example, a decision not involving a disciplinary or rule violation matter), the participant must submit a written Notice of and Grounds for Appeal so that it is received by PDRA within fifteen (15) business days of the date of the PDRA action the participant wishes to appeal.

## ADMINISTRATIVE PROCEDURES & APPEALS

The Notice of and Grounds for Appeal must state specifically what decision or action is being appealed and the grounds for the appeal (i.e., why the decision or action should be changed). The Notice of and Grounds for Appeal, and the Final Appeal, if applicable, shall include a filing fee pursuant to the schedule shown below.

### *Notice of and Grounds for Appeal Filing Fee:*

|  |         |
|--|---------|
| Substance Abuse up to but not including Final Appeal level   | \$1,500 |
| All other matters up to but not including Final Appeal level | \$1,000 |
| Final Appeal Filing Fee: Final Appeal level, Substance Abuse | \$1,500 |
| Final Appeal level, all other matters                        | \$1,000 |

If the participant seeking review prevails in total, then the Notice of and Grounds for Appeal Filing Fee shall be refunded in total. Otherwise, there shall be no refund, and PDRA or the appellate panel may assess PDRA's and the panel's costs on appeal against an appealing participant who does not prevail, which costs must be paid before further participation in PDRA drag racing as set forth in Section A8.2.2.

The Notice of and Grounds for Appeal should include, to the maximum extent possible, all documents and other evidence that the participant believes substantiates the participant's position and that the participant wishes to have considered by PDRA. The Notice of and Grounds for Appeal should include the following:

- A summary of the underlying facts
- The grounds for the appeal including why the appeal is being made
- The issues to be reviewed
- The rule(s), decision(s) or action(s) involved
- The identity of any witnesses, and what each witness would be expected to say, and/or witness statements
- Any citations from the Rulebook or elsewhere that participant believes are relevant
- Other information that the participant believes relevant.

Within twenty (20) business days of PDRA's receipt of the Notice of and Grounds for Appeal, the appropriate PDRA representative(s) shall submit the following to the Reviewing Panel (as defined in Section 1.8.6. below), and provide a copy of the same to the appealing participant (the "Appeal Summary"):

- A summary of the underlying facts, including the background and prior proceedings (if any) and the basis for the original decision
- The issues to be reviewed
- The rule(s), decision(s) or action(s) involved
- The identity of any witnesses, and what each witness would be expected to say, and/or witness statements
- Any citations from the Rulebook or elsewhere believed to be relevant
- Other information believed relevant

### **A8.6 Review Panel**

Within thirty (30) **business days** of PDRA's receipt of any Notice of and Grounds for Appeal, at least three individuals designated to be members of the PDRA Review Panel (which members shall be referred to as the "Reviewing Panel") shall convene and shall review the existing record, including all evidence and materials submitted by the participant with participant's Notice of and Grounds for Appeal and all evidence and

materials submitted by the appropriate PDRA representative(s) (the “Review Panel Meeting”).

The Reviewing Panel shall review the Notice of and Grounds for Appeal. The procedure followed by the Reviewing Panel shall be informal, shall be guided by the chair of the Reviewing Panel, and shall be conducted with the goal of promptly and fairly reaching resolution of the appeal. The Reviewing Panel may, if it deems it appropriate, arrange a meeting or conference call with the aggrieved participant and/or the other concerned parties or witnesses, and also may question witnesses, call additional witnesses, call for additional information or evidence, and/or conduct informal investigation outside the hearing. The appealing participant and other participants called on for information shall cooperate with the Reviewing Panel’s requests and shall be subject to discipline for failure to cooperate.

The Reviewing Panel shall not be required to follow formal or statutory rules of evidence or procedure. The Reviewing Panel may take such action as it deems appropriate, including but not limited to increasing or decreasing penalties that have been imposed by PDRA. Within twenty (20) business days of the Review Panel Meeting, the Reviewing Panel shall complete its review and render its decision in writing to the appealing participant (“Review Panel Decision”). Notwithstanding the foregoing, the Reviewing Panel reserves the right to take more time to conduct any investigation or analysis it deems necessary. If such investigation will cause the Review Panel Decision to be rendered more than 30 days after the Review Panel Hearing, appellant shall be so notified.

### **A8.7 Final Appeal**

If the participant alleges the Review Panel Decision was in error, the participant may submit a Notice of Appeal of Review Panel Decision which must be accompanied by the applicable Final Appeal Filing Fee (provided for in Section 1.8.5 above), and must be received by PDRA within ten (10) business days of the date of the Review Panel Decision. This is the third stage of review for those appealing a decision where a Statement of Action Against Participant was rendered, and the second stage of review for others. This stage of review shall be the final appeal (“Final Appeal”).

With the submission of Appellant’s Final Appeal papers, appellant may request a waiver of the Final Appeal Filing Fee, in writing, if genuine hardship exists. Appellant must set forth the grounds for the fee waiver request, which shall be granted or denied in PDRA’s sole discretion. If a fee waiver is sought, the matter shall be stayed until the fee waiver issue is resolved.

If the participant seeking the Final Appeal prevails in total, then the Final Appeal Filing Fee and the Notice of and Grounds for Appeal Filing Fee shall be refunded in total. Otherwise, there shall be no refund, and PDRA or the Final Appeal Panel may assess PDRA’s and the Final Appeal Panel’s costs on appeal against an appealing participant who does not prevail, which costs must be paid before further participation in PDRA drag racing as set forth in Section A8.2.2.

The Notice of Appeal of Review Panel Decision submitted by the appellant must contain all information on which the appellant relies for the appeal including without limitation a list of witnesses and evidence to be

presented at the Final Appeal Hearing, and must state all reasons why the appellant is seeking further appeal including any errors claimed by appellant to have been made by the Review Panel.

Within **twenty (20) business days** after receipt of a Notice of Appeal of Review Panel Decision, PDRA will appoint a three member appellate panel and disclose the identities of such panel to the appealing participant, which shall be comprised of the following: One member of PDRA's management staff, and two members of the racing community who are not current PDRA employees ("Final Appeal Panel"). The non-PDRA employee members of the Final Appeal Panel shall meet the following requirements:

- (a) they shall not have been involved as a competitor of the participant in PDRA events in the given calendar year;
- (b) they shall not have a personal financial interest in the outcome of the Final Appeal; and
- (c) they shall not have an actual conflict of interest with the appealing participant.

The appealing participant shall have five (5) business days after the date of disclosure of the identities of the members of the Final Appeal Panel to object, if the participant chooses, to the composition of the Final Appeal Panel in writing and stating the grounds for such objection. PDRA shall have fifteen (15) business days from the date of PDRA's receipt of the participant's objection to the Final Appeal Panel to respond to such objection, if any, by either reconstituting the Final Appeal Panel or by rejecting the objection as untimely or unfounded. The time for conducting of the Final Appeal shall be adjusted if deemed necessary because of an objection. If any member of a reconstituted Final Appeal Panel is challenged, the same timeline shall apply.

The decision of the Final Appeal Panel shall be final and binding on all of the parties and not subject to further review.

The date of the Final Appeal Hearing shall be no more than forty-five (45) calendar days from the date of PDRA's receipt of the Notice of Appeal of Review Panel Decision, unless adjusted because of an objection to the Final Appeal Panel. The date, time and place for the Final Appeal Hearing shall be set by the Final Appeal Panel and shall be provided to the appealing participant with the disclosure of the Final Appeal Panel. No later than 10 days prior to the date of the Final Appeal Hearing, PDRA shall provide the appellant and the Final Appeal Panel with a list of witnesses and evidence to be presented at the Final Appeal Hearing. Either party may supplement with further information but all efforts should be made to be complete at the party's designated time to provide information.

Prior to the Final Appeal Hearing the Final Appeal Panel will review whatever information has been provided to it by each side.

At the Final Appeal Hearing, the appealing participant must personally appear and participate and cooperate in the proceeding, and may also bring counsel who also may participate in the proceeding on behalf of the appealing participant. All such participation by the participant and counsel, and any witness's appellant wishes to appear in person, shall be at the appealing party's sole cost and expense. PDRA shall attempt to accommodate scheduling conflicts with regard to the date and time of the

Final Appeal Hearing, however, PDRA reserves the right to unilaterally set the date and time for the hearing if attempts to cooperatively schedule with appellant fail, in PDRA's sole and absolute discretion. The appealing participant and PDRA may present witnesses and documentary or other evidence. All witnesses, including the appealing participant, may be questioned by the Final Appeal Panel. The appealing participant and the PDRA representative(s) may also review the evidence presented against each side and may question adverse witnesses.

The Final Appeal Hearing will proceed, in general, as follows:

- Introduction of Final Appeal Panel
- Statement by PDRA representative(s) regarding issue at hand
- PDRA witnesses and evidence
- Statement by appellant of basis for appeal
- Appellant's witnesses and evidence
- Responsive statements and evidence by each party, as necessary

The Final Appeal Hearing proceeding is informal and shall not be conducted as an adversary proceeding. The Final Appeal Panel shall determine the most effective procedures for developing the relevant facts and arriving at a conclusion. The Final Appeal Panel may question witnesses, call additional witnesses, call for additional information or evidence, and/or conduct informal investigation outside the hearing. The appealing participant and other participants called on for information shall cooperate with the Final Appeal Panel's requests and shall be subject to discipline for failure to cooperate. The Final Appeal Panel shall not be required to follow formal or statutory rules of evidence or procedure. In considering an appeal, it may be necessary for the Final Appeal Panel to call various participants to appear at the Final Appeal Hearing. Failure to comply with a request by the Panel to appear at such a hearing shall subject a participant to disciplinary action as may be determined appropriate by PDRA.

At the conclusion of the Final Appeal Hearing, the Final Appeal Panel may render a decision or may take the matter under advisement and render a decision at a later date. The decision of the Final Appeal Panel shall be rendered no later than **thirty (30) calendar days** of the Final Appeal Hearing unless additional time is required by the Final Appeal Panel to gather important and relevant information. The decision of the Final Appeal Panel shall be in writing and shall state the basis of the decision. The Final Appeal Panel may take such action as it deems appropriate, including but not limited to increasing or decreasing penalties that previously have been imposed.

The participants to the appeal agree that the determination of the Final Appeal Panel shall be final and shall not be further appealable to the PDRA or to any court, it being agreed that the dispute resolution procedures provided for herein are the exclusive remedy for the redress of grievances. However, if and to the extent that the Final Appeal Panel makes any ruling that changes the results of races, the awarding of points or the awarding of prize money, that portion of the decision must be approved or disapproved by the President of PDRA.

### A9: CONTINGENCY AWARDS

All competitors have the opportunity to participate in PDRA's contingency programs. Programs administered from PDRA headquarters are advertised on PDRA660.com for all national championship events. To become eligible for sponsor awards, competitors must have purchased and be prepared to show proof of the product claimed. Competitors must adhere to the specific decal-display requirements as follows:

1. Decal must be exact size and design of company's contingency decal (36-square-inch maximum).
  2. One decal required for each product posting if applicable, prominently positioned on outer surfaces, clearly visible on both sides of vehicle beginning with the first round of eliminations.
  3. Decals placed on vehicles once eliminations have begun will not be granted verification.
  4. Decal stacking requires sponsor's permission to ensure eligibility for advertised awards (contact sponsor).
  5. Decals placed on the inside of spoiler/wing spill plates are not eligible for contingency verification.
  6. Decals placed on front or rear bumpers are not eligible for contingency verification.
  7. Exact facsimile of sponsor's contingency decal (size, color, design) required if painted-on version is used (contact sponsor).
  8. For each category posting, only one decal is permitted. Decals from competing companies for the same product will void all claims for the product category.
  9. Knowingly claiming a product(s) not in use or functioning in the intended manner on the vehicle for which the claim was made is a fraudulent claim and will be denied. Claims that do not comply with all contingency program requirements will subject the participant to disciplinary action in the sole and absolute discretion of PDRA.
- Decals are available from the product manufacturer or the Tech/Registration Trailer at divisional events. Eliminator winners, runners-up, and class winners must submit to a product and decal verification in the manner required by PDRA's Technical staff in its sole and absolute discretion.

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### A10: PROPRIETARY RIGHTS

PDRA owns all rights in the "Professional Drag Racers Association" and "PDRA" name and marks, which are registered with the United States Patent and Trademark Office (Registration Nos. 2,220,219; 2,221,363; 1,293,428; and 1,295,041). The PDRA Property (or any colorable imitation, variation or adaptation thereof) is subject to federal and state statutory and common law trademark and copyright protections. Use of any PDRA Property without permission is prohibited. Racers and race teams are granted a non-exclusive license with no right of assignment or sublicense to use the "Professional Drag Racers Association" and "PDRA" marks, and Series marks as specified and required in this Rulebook, on certain items such as team uniforms and race vehicles, for race team use solely in connection with PDRA racing and events and not for use on point of sale materials or any item that is sold or resold unless pursuant to a separate written license agreement with PDRA. For guidance on permitted logo usage consult the PDRA Marketing Department. Commercial use of any PDRA Property without permission is strictly prohibited. All use of PDRA Property shall inure to the benefit of PDRA.