



MOTORSPORTS GENERAL APPLICATION

Phone: 888-470-3966 Fax: 888-649-0676
 Email: applications@nationalmotorsports.com
 1539 N. 33rd Place, Suite A Sheboygan, WI 53081

Please allow two (2) weeks for processing time

GENERAL INFORMATION

Name of Insured (as it will appear on policy): _____ # of Years in Business: _____

Doing Business as: _____

Physical Location: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Position: _____

Phone No.: () _____ Fax No.: () _____

Website Address: _____ E-Mail Address: _____

1. Location and description of event(s): _____

2. Insured is: Corporation Partnership Not-for-Profit Club or Assoc. Person

3. Policy Period Requested: From: _____ To: _____

4. Estimated number of events and activities: _____ (attach schedule)

5. Do you intend to have your non-events operations liability insured on an annual basis or just purchase coverage for only the specific events? Annual: _____ Events only: _____

6. Do your events have alcohol sales? Yes No
 (If no, skip to Question 7)

If yes, are the license and/or sales controlled by you? Yes No
 (If yes, complete and return the completed and signed liquor application)
 If not licensed and controlled by you, provide a certificate of insurance from the license holder showing your organization as an additional insured.

7. What limit of liability do you require? \$ _____

8. Does this organization engage in any other business operations under the name of the insured as it will appear on the policy?
 Yes No (please explain) _____

9. As respects to your operation(s), what types of contracts do you enter into? _____

- a. Does the named insured assume liability for the other party? Yes No
Provide copies of all contracts of this type.
- b. Does the other party assume the Named Insured's liability? Yes No
Provide certificates of insurance evidencing this.
- c. Does each party assume its own liability? Yes No

PRIOR INSURANCE INFORMATION

1. Provide details of your present/expiring insurance:

Name of insurance company: _____

Policy Expiry date: _____

Policy Limits: _____

Policy Premium: _____

2. Has this type of insurance ever been: Cancelled Declined Non-Renewed

3. List all losses/claims in the last 5 years providing type of loss, date of loss, dollar amount of loss (provide hard copy loss run from present/prior insurers):

I understand that National Motorsports for the insuring company is permitted but not obligated to survey our property and operations for underwriting and/or loss control purposes at any time. I also understand that, by making an underwriting and/or loss control survey or providing any report of recommendations, National Motorsports is not undertaking, on behalf of, or for our benefit (or others), to determine whether our property or operations are safe, or in compliance with any standards, rules or regulations. Underwriting and/or loss control surveys are for the sole purpose of determining the insurability of certain property and operations and are not for the benefit of any insured or third party. I understand and shall not rely upon underwriting and/or loss control surveys or activities to determine the safety of our property or operations and we shall not diminish or forego our own safety practices and procedures in reliance upon any National Motorsports survey.

I understand that this application and all information supplied is part of the application process and will be relied upon by the insurance company in determining whether to provide the insurance coverage herein requested. Any material misrepresentation or false statement may entitle the insurance company to rescind the policy, voiding all insurance coverage. I hereby warrant, represent and confirm that I have read all of the questions and answers on this application and that, to the best of my knowledge, all information provided in this application is complete, true and correct.

It is understood and agreed that no insurance is in effect until this application is accepted by the Company or Companies in writing.

It is understood and agreed that this application shall be attached to and become part of any policy, should a policy be issued as a result of this application. The application shall be deemed a schedule to such policy, but signing of this application does not bind the applicant or the insurer unless and until a policy of insurance is issued in response to this application.

FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties [NY: not to exceed five thousand dollars and the stated value of the claim for each such violation] (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied).

Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

New Jersey

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma

Warning: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Signature

Date

BY SIGNING ABOVE, I AUTHORIZE NATIONAL MOTORSPORTS, IN ACCORDANCE WITH PROVINCIAL REGULATIONS, TO OBTAIN ON MY BEHALF, DETAILED FIVE YEAR LOSS RUNS FROM ANY AND ALL COMPANIES FROM WHICH I HAVE OBTAINED INSURANCE.

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470-3966



To: Cover X - FM

Date:

Re: Insured's No Loss Statement

I _____ testify that _____ * did not experience any claims or incidents between the dates of _____ ** and today's date shown above. Any exceptions are noted below.

Our organization began operations on _____.

Signed _____

Print Name _____

Date _____

Title _____

*Name of Insured

****Indicate a date five years ago or the date you started business / operations. In addition, please contact your prior carrier for a five year "loss run" and send to National Motorsports Insurance, or complete the attached form: "Claims History Summary & Information Supplement." This is required by the new insurer.**

Losses in the last five years (check one): ___ None ___ Listed below (or attached form)



**WARRANTY STATEMENT (“WARRANTY”)
For Accepting Other Carriers’ Applications**

NOTICE TO APPLICANT: PLEASE READ CAREFULLY

It is understood and agreed that all information contained in Application(s) submitted to NAS in connection with the insurance being applied for will be relied upon by Underwriters in issuing the policy. It is warranted that the particulars and statements contained in said Application(s) for the proposed policy and any materials submitted therewith (which shall be retained on files by underwriters and which shall be deemed attached hereto, as if physically attached hereto), are the basis for the proposed policy and are to be considered as incorporated into and constituting a part of the proposed policy.

The Applicant confirms that after inquiry with all principals, partners and officers, the Applicant is not aware of any dispute, error, omission, act or circumstance that is, or could reasonably be expected to become, a claim under the policy for which the Application is submitted to the Underwriters.

The undersigned declares that to the best of his/her knowledge the information herein is true and current. Signing of the Application and Warranty does not bind the undersigned to complete the insurance, but it is agreed that this Warranty along with the Application shall be the basis of the contract should a policy be issued, and both the Warranty and Application will be attached and become a part of such policy, if issued. Underwriters hereby are authorized to make any investigation and inquiry in connection with the Application and this Warranty, as they deem necessary.

It is agreed that in the event there is any material change in the answers to the questions contained in the Application prior to the effective date of the policy, the Applicant will notify underwriters and, at the sole discretion of underwriters, any outstanding quotations may be modified or withdrawn.

For purposes of creating a binding contract of insurance by this Warranty or in determining the rights and obligations under such a contract in any court of law, the parties acknowledge that a signature reproduced by either facsimile or photocopy shall be the same force and effect as an original signature and that the original and any such copies shall be deemed one and the same document.

Name of Applicant (exactly as it is to appear on the policy)

Print Name of Authorized Signature

Title

Authorized Signature

Date

INSURANCE COVERAGE


You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2014, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$300.00.
X	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature



On behalf of the Underwriters providing this insurance

Print Name

To be issued at binding
Policy Number

Date

LMA 9011
21/12/07

Form approved by Lloyd's Market Association

Contributing Associate Agreement

This agreement is made and entered by and between _____, (hereinafter called Associate) and The Rider Network, LLC, a Wisconsin Company (hereinafter called the Company), upon the issuance of an annual liability insurance policy for a annual club policy or per day event policy.

Whereas the Associate desires to obtain products, services and/or liability insurance for off-highway vehicle annual club policies and/or events; whereas the Company desires to assist the Associate in securing such insurance, products and services; whereas it is the intent of the parties hereto that the extent of their relationship shall be united as set forth hereafter and that they shall not be deemed to be partners, co-ventures or joint ventures of each other, and shall have no rights, obligations, liabilities or authority as to the other, except as set forth herein.

Therefore, they both hereby agree as follows:

Article 1 – Purpose: The purpose of this agreement is to enable the Company to assist the Associate in obtaining event or annual club insurance and individual products and services for the Associate and the Associates clientele for off-highway vehicle competitions per the risk management guidelines set forth by the Company. This Agreement enables the Associate to apply with Company for such insurance using National Motorsports Services Inc. agency and the approved insurance carriers and/or brokers used by National Motorsports Services Inc. Nothing contained herein shall be deemed to make the parties hereto partners, coventures or joint ventures of each other, and they shall have no rights, obligations, liabilities or authority as to the other, except as set forth herein. Associate shall have no liability for acts or omissions of Company, nor of any other entities with whom Company may contract; and Company shall have no liability to Associate other than pursuant to any policy of liability insurance by which Company may provide insurance to Associate, and Company shall have no liability for acts of omissions of Associate.

BACKGROUND:

1. The Associate is of the opinion that the Company has the necessary qualifications, experience and abilities to provide services to the Associate.
2. The Company is agreeable to providing such services to the Associate, on the terms and conditions as set out in this Agreement.

Article 2 – Insurance: Associate shall submit a written application for liability insurance to Company, in accordance with Company requirements and underwriting guidelines, whereas Company shall accept or reject, in writing. Nothing contained herein shall guarantee acceptance of such application, rather such insurance shall be provided only upon written notification of same by the Company.

Article 3 – Term: This agreement is active upon the date of binding or issuance of an annual liability insurance policy, subject to the terms of the agreement. This agreement terminates with the annual policy and renews upon the renewal of the annual policy. Annual fees will consist of \$250 per annum unless otherwise specified by the Company invoice.

Article 4 – Public Access: Associate shall not permit public access to the premises for purposes of a scheduled special event or race day, as defined by the Company, that is implied and intended to be run under the risk management guidelines and operating philosophies of the Company unless first approved through the expressed consent of the Company by means of proof of insurance. This approval and acceptance consent shall be in writing through a signed application for liability insurance and required signature by the Associate's designated and legal representative.

The Rider Network LLC

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888-649-0676 www.ridernetwork.pro



Article 5 – Improvements: It is implied the Associate may help build, construct, and/or maintain an off-highway vehicle trail for the expressed purpose of casual recreational riding activities as defined by the Associates insurance application. Said trail system shall meet common and reasonable safety practices and provisions that provide for directional traffic flow and other Best Management Practices that apply in the best interest of the general public. The club liability insurance plan is intended to provide liability protection while the club is present and doing the trail work (excluding workers compensation insurance). The intent of the club liability plan does not include exposures for the general public 24 hours a day, 7 days a week, on OHV trails the club has no control over pertaining to activities that occur or happen after the club representatives have left the vicinity.

Article 6 – Use of premises: As a general rule the states recreational hold harmless laws would apply to protect and defend the club and landowners assuming the club or persons didn't willfully or wantonly present undue risks that would be obvious. All riders shall be encouraged to wear helmets and other industry accepted safety gear that conforms to the standards of the OHV industry.

Article 7 – Maintenance of public use trail premises: If a club is held by contract to do grooming and/or maintenance that expects Associate to be held liable for any and all exposures after the club representatives have left the vicinity, no club policy can provide that broad and extensive protection. It is likely the stated policy would defend the club if upon the claim process the club was found to not done any willful or harmful acts. The club policy is designed to protect club members for doing trail work, casual rides and other club functions as well as providing defense for liability claims.

Article 8 – Waiver of subrogation: Company shall not be liable to Associate, if the premises or any improvements or equipment used on said recreational area are damaged or destroyed by fire or any other casualty caused by negligence, terrorism or an act of God.

Article 9 - No unlawful occupancy: Associate shall not use or occupy, nor permit or suffer the premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor in any way that creates a private or public nuisance or constitutes violation of any applicable governmental laws, ordinances, requirements, orders, directions, rules or regulations. Associate shall immediately upon the discovery of any such unlawful or illegal use take all necessary and reasonable steps, legal and equitable to compel the discontinuance of such use or nuisance and to oust and remove any sub-tenants, occupants, or other persons responsible for such nuisance or unlawful or illegal use. Violations are subject to suspension of all contracts and coverage's / programs provided under those contracts.

Article 10 - Compliance with law: Associate shall comply with all state, local and federal laws pertaining to sanitary, health, safety conditions, and use of the endorsed premises as well as all other applicable laws.

In witness whereof, _____, executes by its authorized representative empowered to oversee the risk management duties of the applied annual policies and/or events liability, as the act and deed of said Associate and by its authority; and The Rider Network LLC, caused this agreement to be executed by its authorized representative.

Associate Printed Name: _____	Rider Network Representative: _____
Date Signed: _____	Date Signed: _____
<i>I have read this document and agree to its contents and duties</i>	<i>I have read this document and agree to its contents and duties</i>
Associate Signature: _____	Company Signature: _____