



# MOTORSPORTS FACILITY APPLICATION

Phone: 888-470-3966 Fax: 888-649-0676  
Email: applications@nationalmotorsports.com  
3319 Behrens Parkway 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. Nature of operations/description of event: \_\_\_\_\_

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

10. Maximum Number of single day attendance: \_\_\_\_\_ How Many Days do you plan to be open a week? \_\_\_\_\_

11. Total annual attendance (estimated):  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL INSUREDS**

**BUSINESS RELATIONSHIP**


**Note:** The event liability policy that we provide automatically provides as additional insured any person or organization engaged in operating, managing, sanctioning or sponsoring the covered program or providing the premises for the covered program including officials of the covered program, any participant, competition vehicle owner and competition vehicle sponsor.

Only list those that have requested to have their names shown on a certificate of insurance. Who is an insured is endorsed to include those mentioned above but only in respects to the liability arising out of the operation(s) or premises owned or rented by the named insured.

**UNDERWRITING INFORMATION**

1. Does barrier/guardrail protect all spectator areas? Yes  No
2. Does barrier/guardrail protect all pit/paddock areas? Yes  No
3. Does barrier/guardrail protect all private property? Yes  No
4. Does barrier/guardrail protect all worker stations? Yes  No
5. Are spectators and participants contained behind positive barrier by use of a crowd control fence? Yes  No
6. Are ancillary spectator areas (parking lots, walkways, etc) protected with the same minimum barriers and fencing as the main grandstand area? Yes  No
7. Is pit/paddock area completely fenced from the spectator area? Yes  No
8. Is pit road completely fenced? Yes  No
9. Type of Medical Aid? Private Ambulance  Public Ambulance   
 Other  (describe) \_\_\_\_\_  
 Track Owned  Sub-Contracted
10. Number of licensed emergency medical attendants (two is minimum)? \_\_\_\_\_
11. Is there a separate vehicle containing fire and rescue equipment? Yes  No
12. Is rescue/fire equipment track owned?  Fire Department
13. How many qualified fire and rescue personnel (two is minimum)? \_\_\_\_\_
14. Is all track activity supervised? (test and tunes, practice, etc.) Yes  No
15. Are qualified tech inspectors provided? Yes  No
16. Is technical inspection part of the event process? Yes  No
17. Are approved helmets required? Yes  No
18. Maximum age and type of helmet that you approve? Age \_\_\_\_\_ Type \_\_\_\_\_
19. Are approved restraint belts required? Yes  No
20. Maximum age of approved restraint belts that you approve? \_\_\_\_\_
21. Are drivers/riders under the age of 16 permitted? Yes  No
22. If yes, what class? \_\_\_\_\_ What is the minimum age? \_\_\_\_\_
23. What is your minimum age for person(s) in the restricted/pit areas? \_\_\_\_\_
24. Do you have a procedure to ensure that all minor participants have on file the signed parental consent waiver and release? Yes  No
25. Are you aware that minor participants must read, complete and sign only the minor waiver each time they participate in a covered program? Yes  No
26. Is a National Motorsports approved waiver and release form read, completed and signed by all participants before entering the restricted area and participating in the covered program? Yes  No
27. Are other releases used? Yes  No

28. Is the property completely fenced and/or secured from trespassers? Yes  No
29. Is playground equipment provided? Yes  No   
 If yes, describe equipment: \_\_\_\_\_
30. Is there any open water on your immediate property? Yes  No   
 If yes, how large? \_\_\_\_\_ How deep? \_\_\_\_\_  
 If yes, is it completely fenced? Yes  No
31. Is overnight camping allowed during non-race activities? Yes  No   
 If yes, do you have hook-ups? Yes  No  How many? \_\_\_\_\_
32. Are aircraft permitted to land on the premises? Yes  No
33. Does the property have and use grandstands? Yes  No   
 If yes, Permanent? \_\_\_\_\_ Age? \_\_\_\_\_ Temporary? \_\_\_\_\_ Age? \_\_\_\_\_ Seating Capacity: \_\_\_\_\_  
 How often are the grandstands inspected for slip/trip/fall and collapse exposures? \_\_\_\_\_  
 Are the grandstand inspected by a third party? (forward copy of latest inspection report/certificate) Yes  No
34. What type and how many security personnel are provided? Police  Employees  Volunteers   
 Independent Security Company \_\_\_\_\_ (provide certificate of insurance)
35. Do you subcontract any of the following work or have the following independent contractor? Fuel  Tires   
 Welding  Other Automotive  Wrecker  Food Vendor  Souvenirs   
 Fireworks  Stunt Performers  Portable Toilets  Other (please describe) \_\_\_\_\_  
 Please forward certificate of insurance for subcontractors adding your organization as an additional insured.

### ANCILLARY EVENTS

Are you planning any of the following ancillary events or intermission shows?

Skydivers  Concerts  Amusement Rides  Fireworks

**Note:** The policies for which you are applying may not provide coverage for the exposures and activities listed above without written confirmation from National Motorsports. Additional application and premium may be required. If you require coverage for the exposures and activities listed above, please contact Jones Brown Inc.

### STOCK CAR RACING EVENTS

1. Track Length: \_\_\_\_\_ Dirt  Paved  Other
2. Events Scheduled: Closed Wheel  Open Wheel  Enduros  Demolition Derby   
 Motorcycle/ATV  Other \_\_\_\_\_
3. Are reinforced right front wheels required? Yes  No
4. Is rollover protection required on all vehicles? Yes  No   
 If yes, describe per class: \_\_\_\_\_
5. Are all doors securely fastened? Yes  No

## DRAG RACING EVENTS

- Strip Length: \_\_\_\_\_ Shut Down Length: \_\_\_\_\_
- Surface: Paved  Dirt  Sand  Mud  Grass  Other: \_\_\_\_\_
- How many events are scheduled with the following vehicles?  
Blown Alcohol \_\_\_\_\_ Blown Nitro Methane \_\_\_\_\_ Jet \_\_\_\_\_
- Number of events that have more than 4 of the above vehicles? \_\_\_\_\_
- Any events involving motorcycles only? Yes  No
- Do you distribute ear plugs to your spectators? Yes  No
- Are you aware of any local by-laws regarding noise pollution in your area? Yes  No
- What are your regular hours of operation? \_\_\_\_\_
- Have you received complaints with regards to noise levels? Yes  No   
If yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_

## MOTORCYCLE EVENTS

- Events Scheduled: Motocross  Flat track  Scrambles  Road course   
Hare & Hound  Freestyle  Other (describe) \_\_\_\_\_
- Type of surface: \_\_\_\_\_
- Is there a minimum distance of 30 feet between the course edge and the crowd control fencing/barrier protection at all jump areas at all times? Yes  No
- Is there a minimum distance of 30 feet between the course edge and the crowd control fencing/barrier protection at all other areas at all times? Yes  No
- Sanctioned? Yes  No  Name? \_\_\_\_\_

## ALL OTHER RACING EVENTS/ACTIVITIES

Provide the details on a separate paper.

## PRIOR INSURANCE INFORMATION

- Provide details of your present/expiring insurance:  
Name of insurance company: \_\_\_\_\_  
Policy Expiry date: \_\_\_\_\_  
Policy Limits: \_\_\_\_\_  
Policy Premium: \_\_\_\_\_
- 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):
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## ADDITIONAL REQUIREMENTS

Please provide the following along with the completed and signed application:

1. Rules and regulations for all classes. (If you are using a sanction body rules and regulations, please advise and you do not have to send the sanction body rules)
2. Schedule of events and activities
3. Completed and signed liquor application (if applicable)
4. Certificates of insurance from subcontractors (if applicable)
5. Contracts for which you have agreed to accept the liability of others
6. Event Location Diagram and if possible, photos. On a separate sheet of paper, draw a diagram of the property and the track identifying: Spectator viewing areas, spectator parking areas, restricted areas, pit areas, barriers, fencing, concessions, restrooms, fire extinguishers, ambulance placement and the distances between the track and nearest crowd control/debris fencing.

## 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.

I understand that National Motorsports Inc 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 Inc 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By signing above, I authorize National Motorsports Inc, in accordance to provincial regulations, to obtain on my behalf; detailed five year loss runs from any and all companies from which I have obtained insurance.



**NOTICE OF OFFER OF COVERAGE FOR “ACTS OF TERRORISM”  
DISCLOSURE OF PREMIUM AND DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF  
LOSSES ARISING FROM CERTIFIED “ACTS OF TERRORISM.”**

**APPLICANT/ INSURED’S NAME:**

**APPLICANT’S / INSURED’S CITY & STATE:**

QUOTE TYPE (Please Check One):  **General Liability**  **Excess / Umbrella**

**QUOTE (TODAY’S) DATE:**

**UNDERWRITER’S NAME:**

The Terrorism Risk Insurance Act of 2002 (“Program”) established a program within the United States Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future “acts of terrorism,” as defined in the Act. The Act defined an “act of terrorism” as 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: (1) to be an act of terrorism; (2) to be a violent act, or an act that is dangerous to human life, property or infrastructure; (3) 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 (4) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or to affect the conduct of the United States Government by coercion. Additionally, to be certified, an “act of terrorism” must cause aggregate property and casualty insurance losses of at least five million dollars.

The Terrorism Risk Insurance Extension Act of 2005 (“Extension Act”), signed into law by the President on December 22, 2005, extended the “Program” through December 31, 2007 by adding Program Year 4 (January 1 – December 31, 2006) and Program Year 5 (January 1 – December 31, 2007). Please note that the “Extension Act” created a new “Program Trigger” for any certified act of terrorism occurring after March 31, 2006, that prohibits payment of Federal compensation by Treasury unless the aggregate industry insured losses resulting from that act of terrorism exceed \$50 million for Program Year 4 and \$100 million for Program Year 5.

The Terrorism Risk Insurance Program Reauthorization Extension Act of 2007 (“the Act”), signed into law by the President on December 26, 2007, extends the “Program” for an additional seven years through December 31, 2014. One of the changes made to TRIA with the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 was a revision to the definition of an act of terrorism that eliminated the requirement that an individual or individuals that carry out an act of terrorism be acting on behalf of a foreign person or foreign interest. Section 102(1)(A) now defines an *act of terrorism* for purposes of the Act to be any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and Attorney General of the United States – (i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to – (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of – (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) 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 effect the conduct of the United States Government by coercion. Section 102(1)(B) states, “No act shall be certified by the Secretary as an act of terrorism if – (i) the act is committed as part of the course of a war declared by Congress, except that this clause shall not apply with respect to any coverage for workers’ compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.” Section 102(1)(C) and (D) specify that the determinations are final and not subject to judicial review and that the Secretary of the Treasury cannot delegate the determination to anyone. The Terrorism Risk Insurance Act, as amended, contains in Section 103(1)(B) a program trigger of \$100 million in aggregate industry insured losses resulting from a certified act of terrorism before federal reimbursement is triggered.



**APPLICANT/ INSURED'S NAME:**

**APPLICANT'S / INSURED'S CITY & STATE:**

**QUOTE (TODAY'S) DATE:**

In accordance with these Acts, you have the right to purchase or reject coverage for losses resulting from a certified "act of terrorism." The premium charge to purchase this coverage is set forth below. If you wish to purchase this coverage, please indicate that choice by marking the appropriate box below, sign and date this disclosure notice, and return it to us no later than the effective date of the general liability policy we will be providing you. **Your policy will then be written to include a Terrorism Exclusion; however, this Terrorism Exclusion will not apply to "acts of terrorism" certified by The United States Government.**

If you do not wish to purchase coverage for "Certified Acts of Terrorism," you may reject the coverage by marking the appropriate box below and signing and returning this form to us, again no later than the effective date of the general liability policy we will be providing you. Your policy will then be written to exclude **any losses arising from acts of terrorism, whether certified or non-certified by The United States Government.**

**DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF LOSSES ARISING FROM CERTIFIED "ACTS OF TERRORISM."**

The United States Government will pay a share of any losses arising from certified "acts of terrorism." The Government's share equals 85% of the portion of the amount of such losses that exceed a statutorily established deductible paid by us, as defined in the Terrorism Risk Insurance Program Reauthorization Act of 2007. **Further, Section 103(e)(2) of the Terrorism Risk Insurance Program Reauthorization Act of 2007 requires clear and conspicuous notice to policyholders of the existence of a \$100,000,000,000 cap.** The premium set forth below for coverage for losses arising from certified "acts of terrorism" does not include any charges for the portion of loss covered by the Government under the Act.

**DISCLOSURE OF PREMIUM AND SELECTION OR REJECTION OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM."**

**REQUEST TO PURCHASE "PROGRAM" COVERAGE AT FULL GENERAL LIABILITY POLICY LIMITS.**

I hereby elect to purchase coverage for losses arising from "Certified Acts of Terrorism." I understand that the premium quote of \$ \_\_\_\_\_ for this coverage is tentative pending final approval by the Insurer. **I also understand that the Terrorism Risk Insurance Program Reauthorization Act of 2007 reaffirmed the existence of a \$100,000,000,000 annual program cap.**

**REQUEST TO REJECT "PROGRAM" COVERAGE.** I hereby reject coverage for losses arising from certified

"acts of terrorism." I understand that an exclusion of terrorism losses will be part of this policy.

\_\_\_\_\_  
Policyholder's / Applicant's Signature

\_\_\_\_\_  
Date

3319 Behrens Parkway  
Sheboygan, WI 53081  
Phone (920) 694-0581  
Fax (888) 649-0676  
Toll free: (888) 470-3966



**To: Cover X - FM**

**Date:**

**Re: Insured's No Loss Statement**

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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)



# Facility Sketch

**Track Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Very Important:** Policies/ certificates/ binder WILL NOT be processed by Underwriter unless a **DETAILED SKETCH** and **SUPPORTING PHOTOS** accompany enrollment form and applicable premium.

**Show Location and Identify:** Spectator viewing areas, grandstands, bleachers, pit parking, spectator parking areas, restricted areas, pit areas, competition course, barriers, fences, flagman positions, concessions, restrooms, ambulance, security personnel, distance between course and nearest crowd control fence and direction North. Have all distances marked in feet.

**Pictures Must Be Taken:** Between course and any area used by spectators and/or participants, parallel to course and barrier/ fence. (Note direction taken and number photo)

**Use Symbols:** Please include the following symbols in your diagram.

<b>(S)</b> Security	<b>(A)</b> Ambulance	_____ - _____ - _____	<b>Barrier</b>
<b>(F)</b> Flaggers	<b>(C)</b> Concessions	_____	<b>Fence over 5'</b>
<b>(N)</b> North (Indicate the direction of NORTH on diagram)	<b>(R)</b> Rest Rooms	-----	<b>Fence under 5'</b>
		<b>(O) →</b> Photograph	(Indicate photograph number in circle and position arrow in the direction the photo was taken.)

National Motorsports, for the insuring company, shall be permitted but not obligated to survey the Insured's property and operations for underwriting purposes at any time. Neither the right to make an underwriting survey nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of, or for the benefit of, any Insured, or others, to forecast any accident or its severity or determine or warrant that such property or operations are safe or helpful, or are in compliance with any engineering standards, rule or regulations. Underwriting surveys are for the sole purpose of determining the insurability of certain property and operations and not safety. The Insured is solely responsible for the safety of its facilities and operations and shall not rely upon any underwriting surveys to determine the safety of its track or operations and shall not diminish or forego its own safety practices and procedures.

**I attest that the information provided above is true and complete**

\_\_\_\_\_  
Signature of Insured Title Date

★ ★ ★ ATTACH PICTURES PLEASE ★ ★ ★