

INTERNATIONAL SNOWMOBILE RACING, INC.

RACE ORGANIZATION AFFILIATION APPLICATION, AGREEMENT AND CONTRACT

1. The undersigned hereby applies for the right to sanction snowmobile racing competition as an Affiliate Member of International Snowmobile Racing, Inc. (hereinafter called ISR) under the following terms and conditions: It is understood that this is an application only. Until ISR has received the affiliation fee and until this application has been accepted and approved by ISR and an official sanction number has been issued and granted by an official of International Snowmobile Racing, Inc., any events conducted by the undersigned shall not be ISR affiliated events and shall not be advertised as ISR affiliated events.

AFFILIATED SANCTIONING ORGANIZATION ("AFFILIATE")

NAME _____ KCPRO EAST Racing Organization

ADDRESS _____ 2301 Chambersburg Ave

CITY _____ Duluth

STATE (PROV.) _____ MN _____ POSTAL CODE _____ 55811
COUNTRY _____ USA
TELEPHONE NUMBER(S) (218) _____ 343-4405 _____ (_____)

RACE ORGANIZER/PROMOTER (if more than one, please attach addendum)

NAME _____
ADDRESS _____
CITY _____
STATE (PROV.) _____ POSTAL CODE _____ COUNTRY _____
TELEPHONE NUMBER(S) (_____) _____ (_____) _____

RACE / EVENT (if more than one, please attach addendum)

LOCATION _____ Our schedule is posted on our website: www.kcproeast.com

RACE DATE(S) _____
STARTING TIME(S) _____
POSTPONEMENT DATE(S) _____
PRACTICE / QUALIFICATION DATE(S) _____
PRACTICE / QUALIFICATION TIME(S) _____

RACE TRACK (diagrams required for each race site, refer to recommendations in current ISR Yearbook)

TRACK TYPE Ice Oval

TRACK LENGTH We adhere to the recommended track dimensions in the back of the ISR book

2. All fees and amounts are to be paid in United States currency. Affiliates shall pay the affiliation fee to the ISR office, not later than fifteen (15) days prior to the first day of competition, by certified or cashiers check, telegraph, money order or transfer of funds. It is expressly understood and agreed that if said moneys are not paid to ISR in the manner and by the time provided above, this application is null and void. There is no affiliation or sanction authorized until all fees have been fully paid in advance of any competition.
3. Affiliate agrees that this competition shall be organized and conducted in accordance with the rules and guidelines published in the current ISR Snowmobile Racing Yearbook as amended from time to time and as the same may be modified or supplemented by any other rules, regulations, bulletins, or releases that may be applicable to this racing competition. Any "specialty classes" (as defined in the current ISR Snowmobile Racing Yearbook) or other racing activities not included in the ISR Snowmobile Racing Yearbook require prior, written approval from ISR before the event. ISR shall not be responsible for any claims rising from Affiliate's failure to follow all applicable rules and guidelines. ISR reserves the right to cancel this agreement at any time for failure of the Affiliate to abide by the said rules and guidelines or terms of this agreement by so notifying the Affiliate in writing. Affiliate acknowledges receipt of a copy of the current ISR Snowmobile Racing Yearbook. All of the terms, conditions, rules, and regulations therein are incorporated in this agreement as though set forth in full.
4. The term "competition" as used herein shall include the race(s) designated herein above, as well as all time trials, practice runs, and postponed dates related thereto. The term "event" as used herein shall include this competition as well as any other race, race-related activities, or any other activities associated with this competition. An "event" may be a one-day competition or may be comprised of several consecutive days of competition. Two or more consecutive days of competition at the same site shall be considered one (1) event. The term "current" as used herein means the ISR Snowmobile Racing Yearbook rules, guidelines and regulations in effect on the date of commencement of the competition.
5. Affiliate, at its expense, will obtain and maintain insurance for this event. Such insurance will conform to the minimum coverage, specification, limits, etc., as set forth in the current ISR Snowmobile Racing Yearbook. If Affiliate fails to maintain such policies with the required minimum coverage throughout the event, said Affiliate is deemed operating without ISR approval. The ISR approved insurance coverage for an ISR affiliated event shall not provide insurance coverage for activities that are not addressed in the current ISR Yearbook unless prior written approval for such coverage is provided by ISR.

6. Only those individual(s) approved by ISR and/or the Affiliate, including, but not limited to drivers, pit crew, and fire, wrecker, ambulance, and security crews, shall have access to or be allowed in the paddock, maintenance and pit areas, the racing surface, and other areas to which admission of the general public is normally prohibited during the event, and the Affiliate shall provide sufficient security personnel in such area to enforce the provision at all times during the event.
7. The Affiliate shall, at its expense, furnish all facilities, personnel, equipment, and services for accommodating and controlling the public during the event, for whose safety and comfort the Affiliate is solely responsible and liable. In clarification, and not by way of limitation, the affiliate shall also be responsible for the following:
 - a) The race site shall be adequately supervised and secured at all times prior to, during, and after a race event in order to prevent unauthorized individuals from entering the site for any purpose.
 - b) Construction and maintenance of the race site shall comply with all federal, state / provincial, and local codes, statutes and ordinances.
8. The Affiliate will, at its expense, provide, during the event, the track, race course and facilities in good repair and ready for use and the Affiliate shall permit, at all times, ISR and its insurance representatives or other designated representatives to inspect the track, race course, and/or facilities, before, during, and after the event. Such personnel shall be provided, in advance, with all necessary credentials for the event.
9. The Affiliate represents and warrants to ISR that it has sole control of the track and of the premises upon which the track is located, including all facilities thereon, and that the Affiliate has full authority to conduct the competition thereon as provided for herein.
10. The Affiliate shall assume and perform all business responsibilities except as otherwise provided herein, including but not limited to business organization, promotional activity, management, marketing, general affairs, selling tickets, track operation and accommodations of the press, and further understands and agrees that ISR disclaims any warranty, expressed or implied, as to the potential success of the event.
11. Nothing contained in this agreement shall prohibit the Affiliate from contracting with an organizer and/or promoter to sponsor the event and perform various functions and duties set forth herein to be fulfilled by the Affiliate. However, as between the parties hereto, the Affiliate shall be fully liable and responsible to ISR for all such activities pursuant to this agreement.
12. Nothing contained herein shall be construed to place ISR in a partnership or joint venture relationship with the Affiliate or any other person or group and the Affiliate shall have no power to obligate or bind ISR in any matter whatsoever other than as specifically provided for herein.
13. This agreement shall be construed according to the laws of the State of Wisconsin, United States of America, and may not be amended except with the prior written approval of ISR. Any litigation commenced against ISR or its representatives or any other party to this contract shall be maintained only in Milwaukee County, State of Wisconsin, United States of America.

14. This agreement is not transferable or assignable except with prior written approval from ISR. Any transfer or assignment in violation of this agreement shall be and is null and void.
15. Any notice or written communication required or permissible herein shall be sent by certified mail, postage prepaid, addressed as follows:

To ISR: International Snowmobile Racing, Inc.
2125A West Washington Street
West Bend, Wisconsin 53095

To Affiliate: (Address as set forth in paragraph 1 of this agreement.)

16. This document is the sole and entire agreement between the parties hereto, and it is specifically agreed and understood that all previous communications between ISR and the Affiliate, either verbal or written, not contained herein, are hereby withdrawn and annulled.
17. The parties desire to express their agreement concerning potential liabilities and damages incurred by a third person and the indemnity to be supplied between the parties to this agreement as follows:
- a) Affiliate shall be responsible for all damages, loss, and expense, and agrees to indemnify and hold harmless ISR, its directors, shareholders, officers, agents, and employees from and against any and all liability, damage, loss, cost, and expense which may occur to or be sustained by ISR, its directors, shareholders, officers, agents, or employees on account of any claim, suit, or action made or brought against ISR, its directors, shareholders, officers, agents, or employees, for death or injury to persons, or for destruction of property as a result of the duties undertaken by the Affiliate as contained in this Agreement.
 - b) Affiliate specifically agrees, without limitation, to be responsible to restore the race site to its pre-site condition. Restoration shall commence immediately after completion of the last scheduled race. ISR is relieved of any and all responsibility for such action. Such restoration shall include, but be not limited to, removal of all obstacles, obstructions and other things that may pose a hazard to life, limb, or property.
 - c) Affiliate specifically agrees to hold harmless and to indemnify ISR, its directors, shareholders, officers, agents, and employees from any and all liability, loss, or damage they jointly and /or severally may suffer as a result of claims, demands, costs, or judgments against any of them arising out of any competition.
 - d) Should it become necessary for ISR, or someone on ISR's behalf, to incur costs and expenses to enforce this agreement or any portion thereof, Affiliate agrees to pay ISR's reasonable costs and expenses including, but not limited to, attorney fees, court and related litigation expenses, expert fees, and other related expenditures.

2012 ISR AFFILIATION APPLICATION, AGREEMENT and CONTRACT

Affiliate Name KCPRO EAST Racing Organization
 Date 8-23-11

	Who is your primary contact person?	In the event that your primary contact is unavailable, who should be contacted?
Name	Don Zupec	Joe Kleiman-218-393-0972
Day Phone	218-343-4405	
Evening Phone	same	
Fax		
E-mail	dzupec@amsoil.com	
Website	www.kcproeast.com	
	What is your postal mailing address? 2301 Chambersburg Ave Duluth, MN 55811	What is your shipping address? Same as postal address
Name		
Address		
City		
State or Province		
Postal Code		

What type of racing does your organization sanction? (Check all that apply)

grass drag	oval	<input checked="" type="checkbox"/>	sno-cross	hillclimb	watercross	
ice drag	enduro		hillcross	mountain cross	youth racing	<input checked="" type="checkbox"/>
snow drag	speed run		radar run	cross country	asphalt	

Other (specify) _____

Who is your tech person? (Must complete)

Name Darin Johnson

Address _____

City Hibbing State (Province) MN

Postal Code _____ Country USA

Telephone: Days 218-969-6130 Evenings same

Fax _____