



# MOTORSPORTS RENEWAL APPLICATION

Name of Insured (as it will appear on policy): \_\_\_\_\_

Doing Business as: \_\_\_\_\_ # of Years in Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Physical Address: \_\_\_\_\_

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.  LLC  Person

3. Policy Period Requested: From: \_\_\_\_\_ To: \_\_\_\_\_

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

5. Maximum number of single day attendance: \_\_\_\_\_

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

7. Estimated Gross Receipts: \$ \_\_\_\_\_

8. 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: \_\_\_\_\_

9. a) Do your events have alcohol sales? Yes  No   
(If no, skip to Question 9)

b) 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.

c) If yes, are there any changes to liquor sales operations from last year?  
Yes  (Complete liquor application) No  Annual liquor sales \$ \_\_\_\_\_

10. What limit of liability do you require? \$ \_\_\_\_\_

11. 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) \_\_\_\_\_
12. 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
13. Any changes to the operations in last year? Yes  No   
 If yes, describe: \_\_\_\_\_
14. Any changes to rulebook? Provide updated copy: Yes  No   
 If yes, describe: \_\_\_\_\_
15. Any physical changes to your facility in the last year? Yes  No   
 If yes, describe: \_\_\_\_\_
16. Do you own the property? Yes  No   
 If no, is the lease per:  Event  Season  Annum
17. Do you conduct tuning and testing outside of event days? Yes  No
18. Is all track activity supervised? (test and tunes, practice, etc.) Yes  No
19. Do you have a procedure to ensure that all minor participants have on file the signed parental consent waiver and release? Yes  No
20. Are you aware that all minor participants must read, complete and sign only the minor waiver each time that they participate in a covered program? Yes  No
21. Is an 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
22. Type of medical aid Private Ambulance  Public Ambulance   
 Other: (describe) \_\_\_\_\_  
 Track Owned?  Subcontracted?
23. Number of licensed emergency medical attendants (two is minimum)? \_\_\_\_\_
24. Is there a separate vehicle containing the fire and rescue equipment? Yes  No
25. Is fire/rescue equipment track owned?  Fire Department?
26. How many qualified fire and rescue personnel (two is minimum)? \_\_\_\_\_

**ANCILLARY EVENTS**

27. Are you planning any of the following ancillary events or intermission shows? Yes  No   
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 Jones Birdsong LLP. Additional application and premium may be required. If you require coverage for the exposures and activities listed above, please contact Jones Birdsong LLP.

28. ADDITIONAL INSUREDS

BUSINESS RELATIONSHIP

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FRAUD WARNING**

**Generic Fraud Warning Language:**

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 may be guilty of insurance fraud.

**NOTICE TO RESIDENTS OF:**

**Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Maine, Tennessee, Virginia**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

**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 policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**District of Columbia**

**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Kentucky**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

**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.

**New York**

Any person who knowingly and with intent to defraud any insurance company or other 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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Oregon**

Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

**Pennsylvania**

Any person who knowingly and with intent to defraud any insurance company or other 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 such person to criminal and civil penalties.

**JONES BIRDSONG LLP** for the insuring Company shall be permitted but not obligated to inspect the INSURED'S property and operations for UNDERWRITING AND/OR LOSS CONTROL PURPOSES at any time. Neither the right to make an UNDERWRITING AND/OR LOSS CONTROL EVALUATION nor the making thereof nor any report thereof 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 healthful, or are in compliance with any engineering standards, rules or regulations. The establishment of underwriting criteria and UNDERWRITING AND/OR LOSS CONTROL EVALUATIONS ARE FOR THE SOLE PURPOSE OF DETERMINING THE INSURABILITY OF CERTAIN PROPERTY AND OPERATIONS, underwriting, and seeking to reduce claims against insurance and are not for the benefit of any insured or third party. The insured is solely responsible for the safety of its property and operations and shall not rely upon any UNDERWRITING AND/OR LOSS CONTROL evaluations or activities to determine the safety of its property or operations and shall not diminish or forego its own safety practices and procedures.

I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION ON ANY APPLICATION MAY BE SUBJECT TO CRIMINAL AND CIVIL PENTALTIES.

I confirm that I have read and understand the individual state fraud notices which are a part of this Jones Birdsong LLP application for coverage. I acknowledge and understand that any person or persons who knowingly and with intent to defraud any insurance company commits a fraudulent insurance act, which is a crime, is subject to criminal and civil penalties.

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.

THIS APPLICATION SHALL BE ATTACHED TO AND BECOME A 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 THE 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.

IT IS UNDERSTOOD AND AGREED THAT THE COMPLETION OF THIS APPLICATION SHALL NOT BE BINDING EITHER TO THE PROPOSED INSURED OR TO THE COMPANY UNTIL ACCEPTED BY THE COMPANY OR COMPANIES IN WRITING.

\_\_\_\_\_ Date \_\_\_\_\_ Signature of Insured or Authorized Representative \_\_\_\_\_ Title

By signing above, I authorize Jones Birdsong LLP, in accordance with state regulations, to obtain, on my behalf, detailed five-year loss runs from any and all companies from which I have obtained insurance.

Send completed form to: JB MOTORSPORT INSURANCE  
8935 S Pecos Rd #22B  
Henderson, NV 89074  
Phone: 866-998-3864 Fax: 702-387-9732





**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:** Jones Brown Motorsports

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 \$ 2,500.00 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



JB Motorsports Insurance  
8935 S Pecos Rd #22B  
Henderson, NV 89074

RE:

To Whom It May Concern:

I, \_\_\_\_\_, testify that \_\_\_\_\_ has not experienced any claims or incidents between the dates of \_\_\_\_\_ \* and today's date, \_\_\_\_\_, 2011. Any exceptions are noted below.

Our organization began operations on \_\_\_\_\_.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

\* Indicate a date five (5) years prior to the date of signing or the date you started business/operations.