

IKO Affiliation Contract for snow kiting Center

The contract includes the following documents:

- **Affiliation form**
- **Location Risk Assessment**
- **Terms of IKO snow kiting Center Agreement**
- **Affiliation Fee Form**
- **Kiteworld Magazine Subscription Form**

Please check that you have completed the steps below before sending the application form.

1. Fill out the affiliation form
2. Fill out the location risk assessment form
3. Sign and accept the terms of the IKO center agreement
4. Fill in the insurance application form
5. Fill out the affiliation fee form

The application form must be sent by post or fax to IKO with **all** the necessary documents in order to be registered.

Note: Sending the application form by fax does not dispense from sending the original documents by post.

Once IKO center certified, the school must ensure that the training manager will become level 2 before the end of December 2006 in order to keep the benefit of the label. Passed this date, a level 2 will be required to obtain the IKO center label.

Send to:

IKO
Apartado 197
Cabarete, Sosua
57600
Puerto Plata
Dominican Republic

IKO Fax: 1 866 400 2654

Affiliation Form

IKO usage only

School ID:

Date of reception (DD/MM/YY):

General information

All fields must be filled out. Incomplete applications will not be processed.

School Name

School Manager Name

School Manager Surname

Address

Zip Code

City

Country

Email

Phone: Country code

N°

Fax: Country code

N°

Web site:

School password

The password should be without spaces, underscores and special characters.

Number of trainees per year

Staff information

The training manager is the person responsible for the staff (assistants, instructors). He must be an **IKO instructor level 2 at least**, hired full time by the school and his IKO membership must be valid.

Training manager: The training manager is also the school manager Yes No

If the training manager is not the school manager, please fill out the information below:

Training Manager Name

Training Manager Surname

IKO Instructor ID

Hiring period from (DD/MM/YY) to (DD/MM/YY)

IMPORTANT: Any change concerning the information on the training manager must be notified to the IKO within a period of 30 days.

Training staff

Number of IKO assistant's

Number of IKO instructors level 1

Number of other IKO instructors level 2

Safety information

Safety unit

6. My school uses the services of a mountain rescuer (helicopter, rescue team with skidoo)

Yes No

a. Provide a copy or attestation from the service your school is using

2. The students practice in a limited area, I can reach them in less than 5 minutes and take them to a take them to a transport (ambulance, helicopter...) that will take them to the hospital

Yes No

Weather forecast

Does your school display a weather report on a daily basis?

Yes No

Safety devices

Does you school have functional safety equipments on all control bars?

Yes No

Does your school check the functionality of the equipment and keep a track of the bars and safety systems maintenance on a log book?

Yes No

Does your school provide a helmet, knee pads and back protector to each student and makes sure they keep wearing them?

Yes No

Does your school provide specific protection for teaching on ice?

Yes No

Accident report

In the year 2007 and **only** during teaching, did one or more of your trainees have an accident?

Yes No

If yes, please specify the numbers of accident(s)/death(s) in each category for the year 2007:

Minor injuries (no need for medical interventions)

Medium injuries (wounds, sprained ankle that need medical interventions)

Serious injuries (need emergency intervention and hospitalization)

Death(s)

Total of accident(s)/death(s) for the year 2007

I hereby certify the accurateness of the information stated above.

Name

Signature

Date

Location Risk Assessment

If you teach in different locations, fill in one location risk assessment application per spot.

School name

Location name

Location address

Emergency phone numbers have been posted in a visible place
and close to a telephone:

Yes No

Is the First Aid Kit accessible?

Yes No

Is the rescue team (ambulance, helicopter) available within maximum 15 minutes
of the practice and/or teaching location?

Yes No

Maximum number of Kiteboarders on the area for safe practice:

Location is safe with:

North South East West South East South West North East South West

Completed by

Training manager name

Date of completion 200

Location Risk assessment (part 2)

Procedure(s) have been set up to prevent accidents Yes No

According to your teaching location environment, follow the examples below and please fill in the table by completing the steps 1, 2, 3 with as many hazards as you can evaluate on each teaching location.

| 1. Significant hazards: <i>Description of the hazard(s) according to the environment, other user...</i> | 2. Group risk <i>(the students, the general public, the instructors, other users...)</i> | 3. The steps taken to minimize the risk <i>Describe what has been set to avoid accidents (positioning of flags, marks on land, special procedures...)</i> |
|---|--|---|
| <i>Hazards example 1: With south wind obstacle (trees)</i> | <i>Riders and students</i> | <i>No independent riders on the spot. Practice without power for students. Kites rigged with 20 meters lines.</i> |
| | | |
| | | |
| | | |
| | | |

Terms of IKO Affiliation snow kiting Center Agreement

This Agreement is a contract between you and the IKO and applies to your approval of the IKO Snow Kiting Centers affiliation and any related products and services. This Agreement affects your rights and you should read it carefully. In this Agreement, "you" or "your" means any person or entity using the label ("school, school manager or Center"). Unless otherwise stated, "IKO," "us", "we" or "our" will refer collectively to the IKO and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

By signing "I Agree", "I Accept"; you agree to the terms and conditions of this Agreement, and any documents incorporated by reference. You further agree that this Approval Agreement forms a legally binding contract between you and the IKO, and that this Agreement constitutes "a writing signed by You" under any applicable law or regulation. Any rights not expressly granted herein are reserved by the IKO. This Agreement is subject to change by the IKO without prior notice.

1. Contents

Relationship between You and IKO. By registering your school, you appoint IKO as the organization to affiliate your school internationally, and are subject to the terms and restrictions of this Agreement. You acknowledge that the IKO affiliation is a quality label.

2. School Requirements

The school must adhere to the IKO standards and abide by the following:

Training manager: the training manager must be a qualified IKO instructor level 2 at least, with a valid IKO membership, and be must be hired full time by the school. The training manager is liable for the training of staff such as assistants, instructors and must assist new instructors during their first week of work in the center. If the training manager stops working at the center, he and the school manager must inform the IKO. A new training manager must be hired in order to meet affiliation standards.

Safety rules: The affiliated school must set safety and rescue procedures and post in a visible place the emergency phone numbers, the first aid kit accessible, and the procedures to follow in case of an emergency. The school must have set an emergency procedure and have the possibility to get the rescue team and transportation on the spot. Safety gear such as helmets, knee pads, back protector and control bar safety devices (leash, leash release, harness line release or quick release on one leader line) must be used and available for teaching and students' use.

Insurance policies: the school (excluding schools in the U.K, Canada, and the USA) must subscribe to IKO school liability insurance policy for snow kiting activities.

Equipment: The courses are led with kite rigged up with functional safety systems. A log book should keep track of the safety bars and systems for maintenance. The school

must have the necessary equipment for all local wind conditions. The school must only sell verified equipment and bars equipped with functional safety systems.

Teaching course: Courses must be conducted by IKO qualified instructors only. Instructors must have a current first aid certification. IKO instructor level 1 maximum ratio: 1 to 2 students or 4 students 2 kites. IKO instructor level 2 maximum ratio: 1 to 4 students or 4 students 4 kites. Teaching courses must be conducted in a safe and adapted site for students. IKO instructors have to teach safety, practice and analysis to the students according to the IKO teaching standards so that they become independent. The school must make sure all students sign the release of liability form before starting the course.

Certification: The level of each student must be certified with the snow kiter card without exception at the end of the course according to the students' standards. The certification has to be delivered by IKO instructors. The school must register the students' feedback by using the IKO online feedback form system. Each student should also receive a copy of the snowkiter's workbook.

Quality control: the IKO reserves the right to send a Quality Representative to check the school at any time. This quality check can be done randomly or it can be the result of negative feedbacks/complaints received. If a school is hosting an ITC IKO examiners reserve the right to evaluate the school/ facility and report back to the IKO. The school must comply with this quality check and cooperate with the Quality Representative. In case the school does not authorize the Quality Representative to do his job, the school could be suspended and lose its IKO insurance coverage and its school affiliation.

3. School Affiliation

Start and Finish: IKO reserves the right to validate your affiliation once you have fully completed and sent us the school affiliation form, the supporting documents, the risk assessment forms and paid the school affiliation fee. Affiliation is valid for one year, starting from the date of the signature of the affiliation contract agreement. IKO, at its sole discretion, reserves the right to stop the school's affiliation, access to its website, or access to the services at any time or for any reason, upon notice to you. In case of false declaration or not complying or respecting the IKO standards, the affiliation will be suspended and you will indemnify us for any and all liability that might arise from your false declarations.

Trademarks: Ikointl.com, ikorg.com, IKO and all related logos, products and services described are either trademarks or registered trademarks of IKO, and may not be reproduced, copied, imitated or used, in whole or in part, without the prior written permission of IKO.

Disclaimers; In no event shall the IKO be liable for damages caused to a third party by intentional misconduct or for any indirect, special, incidental, consequential or punitive damages whatsoever, arising out of or in any way related to your use of or inability to use the affiliation or the IKO standards and certification. In no event shall IKO be liable for any act or omission of any third party or any circumstances beyond our control.

4. School Responsibilities

Eligibility: In order to be affiliated or renew your school affiliation, you must register the school or update the information by filling out the Affiliation, Safety and Risk assessment forms. You must have your school registered in accordance with the laws of the country in which the school is established. IT IS IKO'S ASSUMPTION THAT SCHOOLS SIGN UP FOR AN IKO AFFILIATION ONLY AFTER HAVING DETERMINED THAT OPENING AND OPERATING A SNOW KITING SCHOOL VIOLATES NO LAWS OR REGULATIONS IN THEIR RESPECTIVE COUNTRY AND JURISDICTION. You warrant that you are not violating any law or regulation by your usage of the IKO approval, and you will indemnify us for any and all liability that might arise from your use of the IKO label.

Registration Information: You agree to provide true, accurate and complete registration information and to maintain and promptly update your information as applicable. You agree not to impersonate any other person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, IKO has the right to terminate your use of the IKO affiliation.

Password: You may not reveal your account password(s) to anyone else, nor may you use anyone else's password.

Assignability: You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of the IKO. IKO reserves the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

Term and termination

The term of this contract commences as soon as all affiliation requirements have been met and the school receives email confirmation from IKO support with the school IKO ID and pro area access. The affiliation is valid for 1 year and shall be renewed automatically. If the school does not want to renew affiliation with the IKO, it must give IKO support a 3 months notice to terminate the contract in writing. The IKO may revoke this agreement at any given time if the school is in breach of the terms of this agreement.

Arbitration: This Agreement is governed by and interpreted under the laws of the Dominican Republic.
Any controversy or claim arising out of or relating to this Agreement or the provision of Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Dominican Republic.

I have read and accept the terms of the IKO Affiliation Snow Kiting Center Agreement.

Name of center Manager

Signature:

Date:

Name of Training Manager

Signature:

Date:

IKO Affiliation Fee Form

In order to affiliate your center, you must pay the center affiliation fee of 525 USD. This fee includes the center affiliation with IKO for a period of 1 year. When you affiliate your center with IKO, you will also receive a set of free IKO products to work with IKO standards.

| PRODUCT | QUANTITY | PLEASE CIRCLE PRODUCT OPTION |
|--|----------|------------------------------|
| Snowkiter's Workbook | 25 | |
| Snow Kite Cards with Online Feedback Credits | 150 | |
| IKO T-shirt | 2 | S M L XL |
| IKO Flag | 2 | |
| Stretch Guide | 5 | |
| IKO Kiteboarding Zone Sticker | 1 | |
| Small Snow Kiting Zone Stickers | 10 | |

Please provide a shipping address of where you would like these items sent. The IKO will send the items free of charge. If the address you provide is incorrect and the package is returned, you will have to pay for the second shipping so make sure you put down the correct information.

Shipping address:

Name:

Address:

Zip:

City:

Country:

Contact Number:

Signature:

Date:

Kiteworld Magazine Subscription Form

All schools that affiliate with IKO receive a one year free subscription to Kiteworld Magazine. Please provide your mailing address details below of where you would like the magazine to be sent:

Address:

Zip:

City:

Country: