

Welcome and thank you for your interest in becoming IKO Affiliated! We hope that you will enjoy all the benefits and services that the IKO will offer you as an Affiliated Center in the coming months. Moreover, Affiliated Centers enjoy the status of being called an "IKO Affiliated Center". IKO is a name which hundreds of kites worldwide have come to trust and look for when selecting a school. IKO has become synonymous with safety. By completing the Affiliation process, your school too will be synonymous with safety.

This Agreement is a contract between you and the IKO and applies to your approval of the IKO Center affiliation contract, label, 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 ("Center" or "Center manager"). Unless otherwise stated, "IKO," "us", "we" or "our" will refer collectively to IKO and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

By "signing up"; you agree to the terms and conditions of this Agreement, to the general [Terms and conditions of use](#), to the [Privacy Policy](#) and any documents incorporated by reference. You further agree that this Approval Agreement forms a legally binding contract between you and IKO, and that this Agreement constitutes "an online signature by you" under any applicable law or regulation. Any rights not expressly granted herein are reserved by IKO. This Agreement is subject to change by IKO without prior notice.

1. Contents

Relationship between You and IKO: by registering your Center, you appoint IKO as the organization to affiliate your Center internationally, and are subject to the terms and restrictions of this Agreement.

2. Center Requirements

You acknowledge that the IKO affiliation is a quality label. Therefore, the Center must adhere to the IKO quality and safety [Standards](#) including the [Chart of Sanctions](#) and abide by the following:

Eligibility:

You confirm that all information given is accurate and that all documents submitted are legal and valid. Any change will be immediately forwarded to IKO.

Your Center must be registered in accordance with the laws of the country in which the Center is established. IT IS IKO'S ASSUMPTION THAT CENTERS SIGN UP FOR IKO AFFILIATION ONLY AFTER HAVING DETERMINED THAT OPENING AND OPERATING A KITE CENTER 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 label approval, and you will indemnify IKO for any and all liability that might arise from your use of IKO.

Head Instructor: The Head Instructor must be a qualified IKO Instructor level 2 or above, with a valid IKO membership, must have taken the online course "Become a Head Instructor", and must be hired full-time by the Center. The Head Instructor is liable for the training of all staff, including Assistants and Instructors, and must assist new Instructors during their first week of work in the Center. If the Head Instructor stops working at the Center, he and the Center Manager must inform the IKO 30 days prior to the change. A new Head Instructor must be hired in order to meet affiliation standards.

Safety rules: The Affiliated Center is responsible that all its Instructors always wear their own safety equipment: harness with handle, kite leash with quick release fixed to the front of the harness, line cutter, buoyancy aid when teaching from a boat or being in a boat.

It's also responsible that all Instructors provide safety equipment to all Students:

- a. Student equipment from Level 1A to Level 3L: helmet, harness with handle, buoyancy aid of 50N. (for water lessons, even if shallow).
- b. Student equipment from Level 3M and above: helmet, harness with handle, buoyancy aid of 50N or impact vest.
- c. Kite equipment: chicken loop quick release system that allows the kite to lose most of its power once activated (4 line re-ride safety system on a front line, or 5th line safety system), kite leash with quick release connected to the front of the harness.

The Center must display all IKO Posters and a weather report on a daily basis available for all the customers.

The Affiliated Center must set safety and rescue procedures, post those in a visible place as well as the emergency phone numbers and have available a first aid kit. The Center must have at least one rescue unit equipped with safety devices according to local regulations at disposal, or have the right to use a safety device from a third party.

Insurance policies: The Center must hold private insurance coverage. It is also strongly recommended that all IKO Instructors subscribe to liability coverage for teaching. Please refer to: <https://www.ikointl.com/kitesurf-insurance>.

Equipment: The lessons are led with relaunchable kites rigged up with functional safety systems and control bars with functional safety equipment (4 line re-ride safety system on a front line, or 5th line safety system). A log book should be used to keep track of the maintenance of safety systems and bars. The Center must have the necessary equipment for all local wind conditions. The Center must only sell verified equipment and bars equipped with functional safety systems.

3. Center Responsibilities

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 IKO affiliation.

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

Teaching courses: lessons are run by IKO qualified Instructors only. Instructors must have a current first aid certification and a boat/driving license according to the country regulations in which the Center operates. Respect the maximum Instructor-to-Student ratio, also valid when teaching from a boat:

- Instructor Level 1: 1 to 2 students with maximum 1 kite flying.
- Instructor Level 2 and above alone: up to 2 kites flying (max 4 students).
- Instructor Level 3 or above with 1 Assistant: up to 3 kites flying (max 6 students).
- Instructor Level 3 or above with 2 Assistants: up to 4 kites flying (max 8 students).

Teaching must be conducted in a safe and adapted site for students. IKO Instructors must teach safety, practice and analysis to the students according to the IKO teaching standards so that all students work towards becoming independent riders. The Center must provide a harness, buoyancy aid and helmet to each student and make sure they wear them at all times.

Student Registration and Waiver Form: the Center must use the Student Registration and Waiver Form when signing up students for lessons. It must also ensure that all students sign the Form before starting the course (The IKO Student Registration and Waiver Form is downloadable from your IKO School Account). During a Quality Control, the IKO can request a review of the Student Registration and Waiver Form.

Certification: Ensure that your IKO Instructors evaluate all student levels and certify them online (the Center can also do this directly from the Center's online profile) and give students access to the vCard.

Quality control: The IKO reserves the right to send a Quality Representative to check the Center at any time. This quality check may be done randomly, or may be the result of negative feedback/complaints sent to the IKO. If a Center is hosting an ATC/ITC, IKO Examiners and IKO Assistant Trainers reserve the right to evaluate the Center/facility and report back to the IKO. The Center must comply with this quality check and cooperate with the Quality Representative. In the event that the Center does not authorize the Quality Representative to do his/her job, the Center may be suspended and lose its IKO Center affiliation.

Instructor listing: Each Instructor working in the Center must be listed on the Center profile page. Only Instructors that are registered as working in the Center can use the Center's online credits.

Accident reporting: Any accidents that occur while teaching students, hosting Pro Courses or any kind of IKO products, are to be reported directly to IKO Support within 3 days of the incident, regardless of the severity of the accident. In the event that a Center is found to have not reported an accident, the Center could be suspended and lose its IKO affiliation.

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

4. Center Affiliation

The payment of the center renewal affiliation fee extends your affiliation date but does not guarantee or approve in any case the renewal of the affiliation for the upcoming year.

IKO reserves the right to end the Center's affiliation, access to its website, or access to the services at any time and 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 with no reimbursement and you will indemnify us for any and all liability that might arise from your false declaration.

Loyalty program: According to IKO Affiliated Center's loyalty program, centers will benefit from the following discount:

- 10% for the second year of affiliation
- 20% for the third year of affiliation and for every other year
- 20% on the second IKO affiliated center or more, granted all Centers owned by the same group are affiliated.

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IKO Standards 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 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.

5. Status of limitation

Center understands that the time period within which you can complain about an IKO Affiliated Center, Instructor or Assistant Instructor is 3 months. Past this time, complaints were not handled by the IKO Head Office. To file a complaint, submit the online [Quality feedback form](#).

6. Term and termination

The term of this contract commences as soon as all affiliation requirements have been met and the Center receives email confirmation from IKO Support. The affiliation is valid for 1 year and shall be renewed manually. The IKO may revoke this agreement at any given time if the Center 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.