



# EXERCISE STUDIO PROGRAM Insurance Program and Enrollment Form

This brochure is valid for effective dates from 12/1/11 through 11/30/12

**NEW - HIGHER LIMITS AVAILABLE**

## PROGRAM DESCRIPTION

This program has been designed to meet the unique needs of NSCA certified personal trainers who own/operate U.S.-based studios and offer personal/individual training and exercise in scheduled fitness/exercise programs that are under the direct supervision of a NSCA certified fitness professional, such as a personal trainer or exercise instructor. Coverage provided includes important liability protection for the studio/facility, including its employees for liability claims arising out of the operations of the studio/facility at a designated location. Note: coverage does not extend to your independent contractors unless the optional coverage available with this program is purchased.

Optional coverages available under this program include professional liability for independent contractors, coverage for equipment and contents of the studio/facility, medical payments for participants (members) of the studio/facility, and off-site operations.

Coverage is provided by a carrier rated A+ (Superior) by A.M. Best Company.

## INELIGIBLE OPERATIONS

Operations/services not eligible for this program include, but are not limited to the following:

- Unattended/unstaffed 24 hour keycard/keypad/key code access operations or unattended/unstaffed operations
- Childcare services/facilities
- Climbing walls
- **Cycling (other than stationary)**
- Dance, gymnastics and martial arts schools/studios\*
- Facilities or operations outside of the U.S.
- Ice skating, roller skating or skating treadmills
- Medical, therapy or health care services
- Open access to members to utilize facility on a self directed basis outside of a structured program
- Physical therapy
- Physicals or stress testing
- Salon services or indoor tanning
- Saunas or steam rooms
- Sports medicine
- Sports rehabilitation services/therapy
- Sports skills instructional facilities, academies, schools or programs
- Swimming pools, hot tubs, whirlpools, jacuzzis or cold plunge

## ELIGIBLE OPERATIONS

U.S.-based exercise studios with 3,000 square feet or less of leased or owned space per location.

Note: An insured with multiple locations is eligible for this program as long as each location's square footage is 3,000 square feet or less. For operations with locations over 3,000 square feet, contact ESIX for information on other available programs.

## EASY WAYS TO ENROLL FOR COVERAGE

— Submit this enrollment form, with payment, —  
to K&K



E-MAIL [info@fitnessinsurance-kk.com](mailto:info@fitnessinsurance-kk.com)



FAX 1-260-459-5105



MAIL K&K Insurance  
P.O. Box 2338  
Fort Wayne, IN 46801



QUESTIONS Call ESIX  
1-678-324-3300

This brochure is for illustrative purposes only and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions as they may change from one coverage period to the next. You may request a copy of the full policy by submitting a written request to ESIX.

\* For information regarding customized insurance programs for dance, gymnastics and martial arts schools/studios, please contact ESIX at 1-678-324-3300.

## EXCLUSIONS

The following represent only some of the exclusions contained in this policy.

- Abuse, molestation, harassment or sexual conduct
- Acupuncture
- All operations listed as ineligible
- Amusement devices (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks)
- Asbestos
- Dietician services
- Employment-related practices
- Fungi or bacteria
- Lead
- Massage therapy
- Nuclear energy liability
- Sale or distribution of herbal, medicinal and/or nutritional products
- Training programs for law enforcement, public safety and military personnel
- Weight control programs

## COVERAGES AND LIMITS

Select one of the following options that best fits your business needs.

### On-site Coverage:

Applies to the instruction activities of you and your employees and the business operations at your insured premises only.

### On-site and Off-site Coverage:

Applies to the instruction activities of you and your employees and the business operations at your insured premises and also extends to locations away from your insured premises (e.g.: training or class instruction at other locations).

Coverages	Option 1	Option 2	Option 3	Option 4	Option 5
<b>Commercial General Liability (CGL)</b>	<b>Limits</b>	<b>Limits</b>	<b>Limits</b>	<b>Limits</b>	<b>Limits</b>
Each Occurrence	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
General Aggregate (Other than Products-completed Operations)	\$ 3,000,000 per owned location	\$ 4,000,000 per owned location	\$ 5,000,000 per owned location	\$ 5,000,000 per owned location	\$ 5,000,000 per owned location
Products-completed Operations Aggregate	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Medical Expense (other than participants)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Hired Auto and Employers' Nonownership (not provided while in Hawaii)	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Professional Liability	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Legal Liability to Participants	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
<b>Rates</b> (per owned/operated location, per square feet includes a \$40 administration fee)					
<b>On-site Coverage</b>					
0 - 1,000 square feet	\$ 495.00	\$ 722.50	\$ 972.50	\$ 1,222.50	\$ 1,472.50
1,001 - 2,000 square feet	\$ 950.00	\$ 1,405.00	\$ 1,655.00	\$ 1,905.00	\$ 2,155.00
2,001 - 3,000 square feet	\$ 1,405.00	\$ 2,087.50	\$ 2,428.75	\$ 2,678.75	\$ 2,928.75
<b>On-site and Off-site Coverage</b>					
0 - 1,000 square feet	\$ 540.00	\$ 790.00	\$ 1,040.00	\$ 1,290.00	\$ 1,540.00
1,001 - 2,000 square feet	\$ 1,040.00	\$ 1,540.00	\$ 1,790.00	\$ 2,040.00	\$ 2,290.00
2,001 - 3,000 square feet	\$ 1,540.00	\$ 2,290.00	\$ 2,665.00	\$ 2,915.00	\$ 3,165.00

Coverage provided under this program includes:

**Commercial General Liability** – coverage which protects the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations and personal and advertising injury.

**Legal Liability to Participants** – coverage which offers protection against bodily injury liability claims brought by persons participating in fitness/exercise activities under the direction of the insured.

**Professional Liability** – provides protection against wrongful acts (breach of duty, neglect, error, omission, misstatement or a misleading statement in the discharge of fitness/exercise activities) that occur under the operations of the insured.

**Hired Auto and Employers' Nonownership Liability** (not provided while in Hawaii) – coverage which protects the insured against liability claims arising out of the maintenance or use of motor vehicles hired or borrowed by the insured on a short-term basis, as well as coverage for those autos your organization does not own, lease, hire, rent or borrow that are used in conjunction with your operations. Coverage does not extend to the transporting of participants or to those vehicles that are rented, hired or borrowed on a long-term basis.

## OPTIONAL COVERAGES AVAILABLE

### Professional Liability for Independent Contractors (non-employees)

This coverage option allows you to purchase professional liability for those independent contractor (non-employees) instructors or trainers while conducting instruction activities on behalf of your studio/facility operations. Coverage applies only to your reported location(s).

**Coverage Conditions:**

1. You must have commercial general liability coverage for your studio/facility with NSCA/ESIX Exercise Studio RPG Insurance Program and coverage must follow the same limit option purchased for your location(s).
2. Coverage will be effective the day after we receive the request with cost and will expire on the expiration date of your Exercise Studio RPG Insurance Program.
3. An instructor age 18 or older conducting private or group instruction on your behalf for any of the following is eligible for this coverage.
 

<ul style="list-style-type: none"> <li>• Aerobics</li> <li>• Cardio kickboxing</li> <li>• Children's fitness programs</li> <li>• Dance</li> </ul>	<ul style="list-style-type: none"> <li>• Exercise</li> <li>• GYROTONIC®</li> <li>• Fitness bootcamp</li> <li>• Personal training</li> </ul>	<ul style="list-style-type: none"> <li>• Pilates</li> <li>• Spinning</li> <li>• Tai chi</li> <li>• Yoga</li> </ul>	<ul style="list-style-type: none"> <li>• ZUMBA®</li> </ul>
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4. Ineligible instructors or those offering the following operations that are not eligible for this coverage are:
 

<ul style="list-style-type: none"> <li>• Certified athletic trainers</li> <li>• Coaching of competitive athletic teams</li> <li>• Instructors under the age of 18</li> <li>• Instructors operating outside of the U.S.</li> </ul>	<ul style="list-style-type: none"> <li>• Instruction of sport skills activities</li> <li>• Instructor's employment as an exempt or non-exempt employee of a school, university or college</li> </ul>
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Rates (per instructor)	Option 1 \$1,000,000 Limit	Option 2 \$2,000,000 Limit	Option 3 \$3,000,000 Limit	Option 4 \$4,000,000 Limit	Option 5 \$5,000,000 Limit
<b>On-site coverage only</b>	\$ 155.00	\$ 232.50	\$ 482.50	\$ 732.50	\$ 982.50
<b>On-site and off-site coverage</b>	\$ 170.00	\$ 255.00	\$ 505.00	\$ 755.00	\$ 1,005.00

### Equipment and Contents Coverage (Inland Marine) with NEW Additional Coverage Endorsement

This provides coverage for direct loss or damage to your supplies and equipment, furnishings, improvements and betterments, signs and non-structural glass due to fire, theft, vandalism or other covered causes (subject to actual policy terms and conditions). You must insure the full replacement cost of all of your equipment and contents to avoid a co-insurance penalty at the time of loss. Should you add additional equipment or contents to your inventory, please contact us to have your insured value amended to avoid a co-insurance penalty.

**NEW** – Additional coverages automatically included in the coverage form are

- Business Income with Extra Expense – Actual Loss Sustained (up to \$50,000)
- Money and Securities Coverage - \$5,000 any one occurrence
- Valuable Papers and Records Coverage - \$10,000 at premises / \$2,500 away from premises
- Account Receivable Coverage - \$10,000 at premises / \$2,500 away from premises

**Coverage Conditions:**

1. This coverage is not available in New Jersey.
2. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your facility with NSCA/ESIX's Exercise Studio RPG Insurance Program.
3. Coverage will be effective the day after we receive the proper completed enrollment form with premium and will expire on the expiration date of your NSCA/ESIX Exercise Studio RPG Insurance Program.
4. Receipt of purchase is required at the time of loss to show verification of purchase for improvements or betterments.

Rates			
Total Value per Location	Rate	Deductible	Minimum Premium
\$ 1 - \$ 10,000	\$ .03	\$ 250	\$ 100.00
\$ 10,001 - \$ 100,000	\$ .026	\$ 1,000	\$ 100.00
\$ 100,001 +	\$ .026	\$ 2,500	\$ 100.00

## OPTIONAL COVERAGES AVAILABLE CONTINUED

### Medical Payments for Participants Coverage

This coverage pays the medical and dental expenses incurred by a "participant" when an accidental injury occurs while participating in fitness or exercise activities at the insured's owned/operated locations. "Participant" means any person practicing, instructing or participating in any physical exercises or games, sports or athletic contests. Participant does not include any compensated member of your staff, including employees or independent contractors. The coverage is provided on an excess basis, responding after all other medical coverage available to the participant has been exhausted. If no other medical coverage exists, the coverage becomes primary. A \$100 corridor deductible applies to each claim, and the benefit period is two years from the date of the accident.

#### Coverage Conditions:

1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your location(s) with NSCA/ESIX Exercise Studio RPG Insurance Program.
2. This coverage does not extend to off-site operations.

Limit	Deductible	Rate	Minimum Cost
\$5,000 (per claim)	\$100 (corridor deductible)	\$10.00 (per participant)	\$1,000.00

## FREQUENTLY ASKED QUESTIONS

#### 1. Can I apply for coverage over the phone?

Unfortunately, we are not able to accept your enrollment form information over the phone at this time. You can apply for coverage by completing an enrollment form and submitting it to us via e-mail, fax or mail.

#### 2. Does this policy provide coverage for the owner(s) of the studio and any of its employees?

Yes, this program provides commercial general liability as well as legal liability to participants and professional liability for the insured's owned/operated location(s) and any employees of the named insured while working on their behalf.

#### 3. Is coverage under this policy extended to independent contractors (non-employees) working on behalf of the studio?

Independent contractors (non-employees) are covered only if the optional coverage available with this program is purchased. If this optional coverage is not purchased, as a studio/facility owner, you need to require that all independent contractors (non-employees) working at your location(s) obtain professional liability coverage and name your business as an additional insured to their instructor policy and submit proof of this coverage to you.

#### 4. Does coverage extend to off-site studio operations?

Coverage only extends to off-site operations if that coverage option is chosen. Otherwise, coverage is limited to the premises address of the studio location(s).

#### 5. I have been asked by my landlord to add them as an additional insured to my policy. What does this mean and how do I do that?

An additional insured is an entity which has an insurable interest for claims arising out of your negligence as the named insured. Such possible entities are a landlord or sponsor. By providing an entity additional insured status they now are entitled to defense and indemnity (if the policy limits have not been exhausted) under your policy with no responsibility for cost payments.

#### 6. Is Abuse and Molestation coverage available?

Yes, we are able to provide coverage upon receipt of a completed questionnaire and approval from the carrier that reimburses you for up to \$100,000 for defense costs resulting from claims arising out of abuse, molestation, harassment or sexual conduct. If approved, an additional premium charge will apply. Please contact us for the questionnaire.

#### 7. Will we receive a policy after submitting the enrollment form?

You will receive a certificate of insurance as proof of coverage. Coverage is offered exclusively through Sports, Leisure and Entertainment Risk Purchasing Group (RPG). The RPG receives a master policy from the company. Submission of this enrollment form confirms your desire to receive coverage through the RPG. Each member receives their own certificate of insurance as their evidence of coverage. The limits of insurance apply individually to each insured member organization-there are no shared limits of liability with any other members. A copy of the RPG master policy can be requested in writing to: ESIX, 5660 New Northside Drive, Suite 640, Atlanta, GA 30328.



# Enrollment Form - Exercise Studio Program

Valid for effective dates from 12/1/11 through 11/30/12

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG membership fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. ESIX/K&K reserve the right to decline any request for coverage.

### TO AVOID PROCESSING DELAYS, PLEASE:

1. Complete all sections (print legibly)
2. Sign and date where required
3. Remit completed enrollment form (pages 5 - 11) with payment

GENERAL INFORMATION	<input type="radio"/> I am a new account <span style="margin-left: 200px;"><input type="radio"/> I am renewing my coverage</span>
	Named insured (as it should appear on the policy): _____ <small>(the legal name of the organization or business; typically the name that would appear on any contracts or agreements)</small>
	Doing business as (DBA): _____ <small>(additional name(s) under which the named insured operates)</small>
	Mailing address: _____
	City: _____ State: _____ Zip: _____
	Contact name: _____ Phone: (____) _____
	Cell: (____) _____ Fax: (____) _____
	E-mail: _____ Website: _____

LOCATIONS	List operating locations if different from mailing address.
	Loc #1: _____ <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 20px;"><span>Street Address</span><span>City</span><span>State</span><span>Zip Code</span></div>
	Loc #2: _____ <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 20px;"><span>Street Address</span><span>City</span><span>State</span><span>Zip Code</span></div>

DATES	Annual coverage will begin the day after the completed enrollment form and cost are received and approved by ESIX/K&K, or on a later date you specify below. (If renewing coverage, please provide the expiration date of your current policy.)
	<input type="radio"/> Start my coverage on this date: ____ / ____ / ____

DOCUMENT DELIVERY	You will receive a certificate showing evidence that coverage has been bound. This coverage document will be delivered via e-mail, unless otherwise indicated below. Please select only one option.
	<input type="radio"/> E-mail to: _____ attn: _____ <small>(selecting this option confirms your consent for coverage documents to be delivered via e-mail)</small>
	<input type="radio"/> Fax to: _____ attn: _____
	<input type="radio"/> Mail to: _____ attn: _____

- Are patrons under the direct supervision of an instructor or trainer at all times?  Yes  No
- Is a representative from your business on-site at all times?  Yes  No
- Do you have locations or any operations outside of the U.S.?  Yes  No
- Is your studio/facility a dance, gymnastics or martial arts school/studio?  Yes  No
- Does your studio/facility have any of the following features or services?  Yes  No

- Childcare services
- Salon services or indoor tanning
- Climbing walls
- Sports medicine
- Ice skating, roller skating or skating treadmills
- Sports rehabilitation services/therapy
- Medical, therapy or health care services
- Sports skills instructional programs
- Physical therapy, physicals or stress testing
- Swimming pools, saunas, steam rooms, hot tubs, whirlpools, jacuzzis or cold plunge

Facilities with the exposures/activities listed above are not eligible for this program and any resulting claims will be denied. If you have answered yes to any of the questions, please contact our office to determine if other coverage/program options are available.

You and your employees are covered automatically for professional liability. Please list all individuals who are independent contractors (non-employees) working at your studio/facility. If additional space is needed, please attach a separate list to this enrollment form.

Name(s) of Independent Contractor(s) at Your Studio/Facility	Does This Individual Carry Their Own Professional Liability Insurance?
	<input type="radio"/> Yes, their limit of coverage is \$_____ <input type="radio"/> No, purchasing the optional coverage available with this program
	<input type="radio"/> Yes, their limit of coverage is \$_____ <input type="radio"/> No, purchasing the optional coverage available with this program
	<input type="radio"/> Yes, their limit of coverage is \$_____ <input type="radio"/> No, purchasing the optional coverage available with this program
	<input type="radio"/> Yes, their limit of coverage is \$_____ <input type="radio"/> No, purchasing the optional coverage available with this program

**FOR NEW ACCOUNTS ONLY, please complete the following:**

- What is the name of your current insurance carrier(s) and the expiration date(s) of coverage?  
 Name(s): \_\_\_\_\_ Expiration date(s): \_\_\_\_\_
- Is your current carrier non-renewing your coverage?  Yes  No
- Please list and describe any liability or medical claims that have been paid under your insurance coverage for the past three (3) years, including the amount paid. (If you have loss information, please provide a copy.)  
 \_\_\_\_\_  
 \_\_\_\_\_

## PROGRAM COST CALCULATION

**Select the applicable option.** NOTE: If you have more than one location, you must select the same limit and coverage option for all locations. (rate includes a \$40 administration fee)

<b>On-Site Coverage</b> Coverage only applies to the operations of the studio at their owned insured location(s)	<input type="radio"/> <b>Option 1</b> <b>\$ 1,000,000</b> <b>CGL Limit</b>	<input type="radio"/> <b>Option 2</b> <b>\$ 2,000,000</b> <b>CGL Limit</b>	<input type="radio"/> <b>Option 3</b> <b>\$ 3,000,000</b> <b>CGL Limit</b>	<input type="radio"/> <b>Option 4</b> <b>\$ 4,000,000</b> <b>CGL Limit</b>	<input type="radio"/> <b>Option 5</b> <b>\$ 5,000,000</b> <b>CGL Limit</b>
0 – 1,000 square feet	\$ 495.00	\$ 722.50	\$ 972.50	\$ 1,222.50	\$ 1,472.50
1,001 – 2,000 square feet	\$ 950.00	\$ 1,405.00	\$ 1,655.00	\$ 1,905.00	\$ 2,155.00
2,001 – 3,000 square feet	\$ 1,405.00	\$ 2,087.50	\$ 2,428.75	\$ 2,678.75	\$ 2,928.75

  

<b>On-Site and Off-Site Coverage</b> Coverage applies to the operations of the studio at their own insured location(s) and also extends to their operations conducted at locations owned/operated by others.	<input type="radio"/> <b>Option 1</b> <b>\$ 1,000,000</b> <b>CGL Limit</b>	<input type="radio"/> <b>Option 2</b> <b>\$ 2,000,000</b> <b>CGL Limit</b>	<input type="radio"/> <b>Option 3</b> <b>\$ 3,000,000</b> <b>CGL Limit</b>	<input type="radio"/> <b>Option 4</b> <b>\$ 4,000,000</b> <b>CGL Limit</b>	<input type="radio"/> <b>Option 5</b> <b>\$ 5,000,000</b> <b>CGL Limit</b>
0 – 1,000 square feet	\$ 540.00	\$ 790.00	\$ 1,040.00	\$ 1,290.00	\$ 1,540.00
1,001 – 2,000 square feet	\$ 1,040.00	\$ 1,540.00	\$ 1,790.00	\$ 2,040.00	\$ 2,290.00
2,001 – 3,000 square feet	\$ 1,540.00	\$ 2,290.00	\$ 2,665.00	\$ 2,915.00	\$ 3,165.00

### Square Footage and Cost (per location)

Location # as per Page 5	Square Footage	Cost
Location #1		\$
Location #2		\$
<b>Total Cost</b>		\$

## OPTIONAL COVERAGES COST CALCULATION

### Professional Liability for Independent Contractors (Non-Employees) Coverage

The cost is determined by applying the appropriate rate to the total number of independent contractors (non-employees) which you are seeking coverage for. Coverage for these instructors only applies while conducting activities on behalf of your studio/facility. You must choose the same limit option that was selected for your studio/facility above.

Name of Instructor	Type of Coverage Needed
1.	<input type="radio"/> On-Site Only <input type="radio"/> On-Site & Off-Site
2.	<input type="radio"/> On-Site Only <input type="radio"/> On-Site & Off-Site
3.	<input type="radio"/> On-Site Only <input type="radio"/> On-Site & Off-Site
4.	<input type="radio"/> On-Site Only <input type="radio"/> On-Site & Off-Site

Please select one coverage option and calculate rate.

#### On-site and Off-site Coverage

Rates (per instructor)	Option 1 \$1,000,000 Limit	Option 2 \$2,000,000 Limit	Option 3 \$3,000,000 Limit	Option 4 \$4,000,000 Limit	Option 5 \$5,000,000 Limit
On-site coverage only	\$ 155.00	\$ 232.50	\$ 482.50	\$ 732.50	\$ 982.50
On-site and off-site coverage	\$ 170.00	\$ 255.00	\$ 505.00	\$ 755.00	\$ 1,005.00

Option _____ \$ _____ Limit	\$ _____	x	_____	=	\$ _____
	Rate		# of Instructors		Total Cost





CERTIFICATE REQUESTS

You will receive a certificate showing evidence that coverage has been bound. Complete this section to request additional certificates. Provide separate requests for each additional certificate needed.

This certificate is for our:

- Program coverage (commercial general liability)
  - All locations
  - Location: \_\_\_\_\_  

Street address
City
State
Zip
- Equipment and contents coverage

Check the type of certificate you are requesting:

- Additional insured
- Evidence of coverage
- Loss payee

Certificate holder information:

Entity name: \_\_\_\_\_  
 Mailing address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Relationship to named insured:

- Owner/lessor of premises
- Sponsor
- Co-promoter
- Mortgagee
- Franchisor
- Lessor of equipment and contents
- Other (please identify/explain): \_\_\_\_\_

Special certificate language needed (please explain/attach): \_\_\_\_\_

Date certificate needed by: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If applicable:

Date(s) of event/activity: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Hours of event/activity: \_\_\_\_ A.M./P.M. to \_\_\_\_ A.M./P.M.  
 Type of event/activity: \_\_\_\_\_  
 Name of event/activity: \_\_\_\_\_  
 Location of event/activity: \_\_\_\_\_

For Loss Payee:

Type of equipment (please describe): \_\_\_\_\_  
 Limit: \_\_\_\_\_

READ AND SIGN

WARRANTY STATEMENT

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

I am aware that the insurance company expects accurate reporting for my cost calculation. I understand that my books and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage.

I further acknowledge that I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided.

**Applicant or agent signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

If an agent: Check here to acknowledge you are signing on behalf of the named insured.

Named Insured (from page 5): \_\_\_\_\_

**COVERAGE EXCLUSIONS**

The following exclusions are contained in the commercial general liability coverage provided by this program. Abuse, molestation, harassment or sexual conduct; Acupuncture; Aircraft/hot air balloon; Airport; Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing—either permanently affixed or temporarily erected, or dunk tank. Amusement devices do not include any video or computer games or any device that is specifically designed for the training or instruction of the activity for which you are enrolled); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Asbestos; Any adult-themed parties/meetings/trips, including but not limited to parties/meetings/trips during which demonstration of products and/or services used in the adult entertainment industry takes place; Commercial general liability standard exclusions (CG0001 12/04 edition); Dietician services; Employment-related practices; Fireworks; Fitness/Exercise operations related, in whole or in part, to performance as an exotic dancer or any similar occupation in the adult entertainment industry; Fungi or bacteria; Haunted attractions; Lead; Massage therapy; Nuclear energy liability; Performers; Rodeos; Saddle animals; Sale or distribution of medicinal, herbal and/or nutritional products; Snowmobile; Training programs for law enforcement, public safety and military personnel; Weight control programs; Those operations listed as ineligible: Unattended/unstaffed 24 hour keycard/keypad/key code access operations or unattended/unstaffed operations, Childcare services/facilities, Climbing walls, Cycling (other than stationary); Dance, gymnastics & martial arts schools/studios, Facilities or operations outside the U.S., Ice skating, roller skating or skating treadmills, Medical, therapy or health care services, Open access to members to utilize facility on a self directed basis outside of a structured program, Physical therapy, Physicals or stress testing, Salon services or indoor tanning, Saunas or steam rooms, Sports medicine, Sports rehabilitation services/therapy, Sports skills instruction facilities, academies, schools or programs, Swimming pools, hot tubs, whirlpools, jacuzzis or cold plunge.

**GENERAL FRAUD STATEMENT**

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 [NY: substantial] civil penalties. (Not applicable in CO, DC, FL, HI, KS, MA, MN, NE, OH, OK, OR, VT or WA; in LA, ME, TN, and VA, insurance benefits may also be denied)

**APPLICABLE IN 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 of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**APPLICABLE IN THE 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.

**APPLICABLE IN FLORIDA** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**APPLICABLE IN HAWAII** For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

**APPLICABLE IN KANSAS** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**APPLICABLE IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT** 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, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

**APPLICABLE IN MINNESOTA** Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**APPLICABLE IN 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 deception statement is guilty of insurance fraud.

**APPLICABLE IN 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.

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