



EXERCISE/CIRCUIT/PERSONAL TRAINING STUDIO Insurance Program and Enrollment Form

This brochure is valid for effective dates from 1/1/21 through 12/31/21

PROGRAM DESCRIPTION

This program has been designed for U.S.-based owners and operators of exercise studios and circuit training facilities that offer personal/individual training and exercise in scheduled fitness/exercise programs that are under the direct supervision of a fitness professional such as a personal trainer or exercise instructor or in a structured/sequential order for an individual. 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. 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 and coverage for equipment and contents of the studio/facility.

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

INELIGIBLE OPERATIONS

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

- Unattended/unstaffed 24 hour key card/key pad/key code access operations or unattended/unstaffed operations
- Childcare services/facilities
- Climbing walls
- CrossFit Affiliate Owners*
- Dance, gymnastics, cheer and martial arts schools/studios *
- Facilities 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
- Parkour/Ninja programs or facilities
- 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

* For information regarding eligibility for dance, gymnastics, cheer, martial arts schools/studios, and CrossFit Affiliate Owners, please contact us.

ELIGIBLE OPERATIONS

U.S. based exercise studios or circuit training facilities 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 us for information on other available programs.

EASY WAYS TO ENROLL FOR COVERAGE



WEB Receive coverage immediately by purchasing on-line at www.fitnessinsurance-kk.com

OR

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



FAX 1-260-459-5590



MAIL

Regular: K&K Insurance
Fitness RPG Programs
P.O. Box 2338
Fort Wayne, IN 46801-2338

Overnight: K&K Insurance
Fitness RPG Programs
1712 Magnavox Way
Fort Wayne, IN 46804



QUESTIONS Call 1-800-506-4856

FOR SERVICE REQUESTS ONLY



E-MAIL info@fitnessinsurance-kk.com

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 us.

COVERAGES AND LIMITS

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
Commercial General Liability (CGL)	Limits	Limits	Limits	Limits	Limits
Each Occurrence	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
General Aggregate (Other than Products-completed Operations)	\$ 5,000,000 per owned location	\$ 5,000,000 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)	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
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
Rates (per owned/operated location, per square feet)					
1 - 1,000 square feet	\$ 520.00	\$ 780.00	\$ 1,030.00	\$ 1,280.00	\$ 1,530.00
1,001 - 2,000 square feet	\$ 1,040.00	\$ 1,560.00	\$ 1,820.00	\$ 2,070.00	\$ 2,320.00
2,001 - 3,000 square feet	\$ 1,560.00	\$ 2,340.00	\$ 2,730.00	\$ 2,980.00	\$ 3,230.00

Coverage provided under this program includes:

Commercial General Liability with Broadening Endorsement – 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.

Additional or broadening coverages added with the broadening endorsement are:

- Expected or intended injury resulting from the use of reasonable force to protect persons or property
- Non-owned watercraft – extended to 58 feet
- Supplementary payments - \$2,500 bail bonds, \$500 a day loss of earnings
- Knowledge or Notice of Occurrence
- Waiver of right of recovery
- Bodily injury definition expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
- Damage to Premises Rented to You – the term fire is replaced with fire, lightning, explosion, smoke and leaks from sprinklers
- Additional coverages:
 - Emergency Real Estate Consultant Fee - \$25,000
 - Identify Theft Exposure (for directors or officers) - \$25,000
 - Key Individual Replacement Cost - \$50,000
 - Lease Cancellation Moving Expense - \$2,500
 - Temporary Meeting Place - \$25,000
 - Terrorism Travel Reimbursement (for directors or officers)- \$25,000
 - Workplace Violence Counseling - \$25,000

COVERAGES AND LIMITS CONTINUED

Damage to Premises Rented to You – This coverage is solely for the premises, and the contents of such premises, rented to you if the damage is caused by fire, lightning, explosion, smoke and leaks from sprinklers. Damage that is caused by something other than fire, lightning, explosion, smoke and leaks from sprinklers only applies to the premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

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.

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
- Athletic competitions held/sponsored by the insured or in which the insured's members participates
- The sport of boxing (contact/sparring)
- Communicable disease
- Cryogenic chambers/therapy
- Cycling (other than stationary)
- Employment-related practices
- Fungi or bacteria
- Instruction/activity held on or in open water (e.g.: lakes, ponds, ocean)
- Massage therapy
- Sale or distribution of herbal, medicinal and/or nutritional products
- Training programs for law enforcement, public safety and military personnel
- Transportation of participants/members
- Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information
- The sport of wrestling

OPTIONAL COVERAGES AVAILABLE

Liability for Independent Contractors (non-employees)

This coverage option allows you to purchase liability for those independent contractor (non-employees) instructors or trainers while they are conducting instruction activities on behalf of your studio/facility operations.

Coverage Conditions:

1. You must have commercial general liability coverage for your studio/facility with our Exercise/Personal Training 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 premium and will expire on the expiration date of your Exercise/Personal Training Studio RPG Insurance Program.
3. A U.S.-based instructor age 18 or older conducting private or group instruction on your behalf for any of the following is eligible for this coverage.

- Acro dance
- Cardio kickboxing
- Fitness bootcamp
- Spinning
- Acrobatic/partner yoga
- Children's fitness programs
- GYROTONIC®
- Tai chi
- Aerobics
- Dance
- Hoop fitness
- Yoga
- Aerial/anti-gravity/suspended yoga (certified instructors only)
- Exercise
- Personal training
- ZUMBA®
- Tumbling (floor only, no gymnastic apparatus)

4. Ineligible instructors or those offering the following operations that are not eligible for this coverage are:
 - Certified athletic trainers
 - Coaching of organized competitive athletic teams
 - Instructors under the age of 18
 - Instruction of sport skills activities
 - Instructor's employment as an exempt or non-exempt employee of a school, university or college

5. This coverage is 100% fully earned at inception.

Rates* (annual)	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit	Option 3 \$3,000,000 CGL Limit	Option 4 \$4,000,000 CGL Limit	Option 5 \$5,000,000 CGL Limit
On-site and off-site coverage	\$ 300.00	\$ 450.00	\$ 700.00	\$ 950.00	\$ 1,200.00

*Operations with more than 10 independent contractors may be subject to additional underwriting and premium.

OPTIONAL COVERAGES AVAILABLE CONTINUED

Equipment and Contents Coverage (Inland Marine)

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.

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 - \$10,000 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
- Employee Dishonesty - \$5,000 any one occurrence
- Forgery or Alteration - \$10,000 for any loss
- Robbery or Safe Burglary of Other Property - \$10,000 inside premises / \$10,000 outside the premises

Coverage Conditions:

1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your studio or organization with our Exercise/Circuit/Personal Training Studio RPG Insurance Program.
2. 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 Exercise/Circuit/Personal Training Studio RPG Insurance Program.
3. Receipt of purchase is required at the time of loss to show verification of purchase for improvements or betterments.

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

Sexual Abuse or Sexual Molestation Liability

OR

Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement

This program includes two options for coverage for claims arising out of sexual abuse or sexual molestation:

- Option 1: \$1,000,000 of liability coverage for sums the insured becomes legally obligated to pay as damages because of loss arising out of any actual or threatened sexual abuse or sexual molestation. This limit is part of, and not in addition to, the general liability limit section.
- Option 2: \$100,000 of coverage for reimbursement of defense costs only resulting from claims arising out of abuse, molestation, harassment or sexual conduct.

Coverage Conditions:

1. Coverage is contingent upon completion, as well as review and approval from us, of the underwriting questions found on page 10.
2. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your studio with our Exercise/Circuit/Personal Training Studio RPG Insurance Program.
3. Only one option may be purchased.
4. This coverage is 100% fully earned at inception.

Rates	
Options	Rates
Option 1 - \$1,000,000 Sexual Abuse or Sexual Molestation Liability	See page 10 for rates (\$150.00 minimum premium)
Option 2 - \$100,000 Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement	\$100.00 (Flat rate)

FREQUENTLY ASKED QUESTIONS

1. 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.

2. Do I have coverage for virtual training?

Coverage does extend to virtual training provided by you (the named insured) to your clients/members. The policy is intended to extend bodily injury coverage for training available to your clients/members only (through a private platform such as a password protected website or a closed Facebook group) - Coverage does not extend to any training material that is accessible to the general public.

Reasonable precautions should be taken when assessing potential new clients/members online, including but not limited to: health assessments, waivers/release forms, and interviews prior to instruction or training. We encourage you to consult with an attorney to consider special waiver/release agreements that will apply specifically to virtual training.

Virtual training/instruction does not extend to any training/instruction that includes gymnastic apparatuses, tumbling, or stunting (including pyramids), or in-water activities. We do not provide coverage for cyber liability, so if you are taking payment or collecting personal information online and it is compromised, there would be no coverage under the general liability policy.

3. 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 premium payments.

4. 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: K&K Insurance Group, Inc., 1712 Magnavox Way, Fort Wayne, IN 46804.



Enrollment Form - Exercise/Circuit/Personal Training Studio Program

Valid for effective dates from 1/1/21 through 12/31/21

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. A risk purchasing group (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 administration 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. We 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 6-16) with payment

GENERAL INFORMATION

I am a new account I am renewing my coverage

Full legal name of business: _____

Note: This is the name that will appear on your Certificate of Insurance. If your company is a Sole Proprietorship, then this will be your personal name or DBA.

Applicant is a: Sole Proprietorship Limited Liability Co. Corporation Partnership
 Other (describe): _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Contact name: _____ Phone: (_____) _____

Cell: (_____) _____ Fax: (_____) _____

E-mail: _____ Website: _____

(By listing an email address, you are giving us permission to contact you by email about your policy. Refer to page 13 of the application for Electronic Disclosure and Consent)

LOCATIONS

Please list locations you own or operate on a 24 hour basis, if different than the mailing location above.

(Note: Temporary leased spaces or mobile program sites should not be listed here, only your owned/operated location sites. You can add temporary/mobile locations on the certificate request section if evidence of coverage or additional insured status is needed)

Loc #1: _____

Street Address	City	State	Zip Code
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Loc #2: _____

Street Address	City	State	Zip Code
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DATES

Annual coverage will begin the day after the completed enrollment form and premium are received and approved by us, or on a later date you specify below. (If renewing coverage, please provide the expiration date of your current policy.)

Start my coverage on this date: ____ / ____ / ____

K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-506-4856 • Fax 1-260-459-5590
Website www.kandkinsurance.com
 K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)

- 1. Are patrons under the direct supervision of an instructor or trainer at all times during the activities and/or are operations exclusively circuit training? Yes No
- 2. Is a representative from your business on-site during your business hours? Yes No
- 3. Do you have locations outside of the U.S.? Yes No
- 4. Is your studio/facility a dance, gymnastics, cheer or martial arts school/studio? Yes No
- 5. Does your studio/facility have any of the following features or services? Yes No

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

The exposures/activities listed above are not eligible under this program. If you have answered yes to any of the questions, please contact our office to determine if other coverage/program options are available, or visit www.fitnessinsurance-kk.com to review additional fitness insurance programs available.

- 7. Do you have any independent contractors (non-employees) working at your studio/facility? Yes No
If yes, how many? _____

8. FOR NEW ACCOUNTS ONLY

Do you have current coverage in place? Yes No

If no, please check/explain:

- New business operation Other, please explain: _____

If yes:

a) Name(s) of current carrier(s): _____ Expiration date(s): _____

b) Is your current carrier non-renewing your coverage? Yes No

If yes, why? _____

c) In the past 4 years, have you had any losses? Yes No

If yes, please provide current loss runs with at least 4 years of loss history, including your current year. In addition, please describe any liability or medical claims over \$5,000 that have been paid under your insurance coverage for those years.



PROGRAM PREMIUM 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.

On-Site and Off-Site Coverage 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"/> Option 1 \$ 1,000,000 CGL Limit	<input type="radio"/> Option 2 \$ 2,000,000 CGL Limit	<input type="radio"/> Option 3 \$ 3,000,000 CGL Limit	<input type="radio"/> Option 4 \$ 4,000,000 CGL Limit	<input type="radio"/> Option 5 \$ 5,000,000 CGL Limit
1 – 1,000 square feet	\$ 520.00	\$ 780.00	\$ 1,030.00	\$ 1,280.00	\$ 1,530.00
1,001 – 2,000 square feet	\$ 1,040.00	\$ 1,560.00	\$ 1,820.00	\$ 2,070.00	\$ 2,320.00
2,001 – 3,000 square feet	\$ 1,560.00	\$ 2,340.00	\$ 2,730.00	\$ 2,980.00	\$ 3,230.00

Square Footage and Premiums (per location)

Location # as per Page 6	Square Footage	Premium
Location #1		\$
Location #2		\$
Total Premium		\$

OPTIONAL COVERAGES PREMIUM CALCULATION

Liability for Independent Contractors (Non-Employees) Coverage

Check here and skip this section if you do not want this coverage option

Coverage for these instructors only applies while they are conducting activities on behalf of your studio/facility. You must choose the same limit option that was selected for your studio/facility above.

Please select one coverage option and calculate rate.

Rates* (per annual)	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit	Option 3 \$3,000,000 CGL Limit	Option 4 \$4,000,000 CGL Limit	Option 5 \$5,000,000 CGL Limit
On-site and off-site coverage	<input type="radio"/> \$ 300.00	<input type="radio"/> \$ 450.00	<input type="radio"/> \$ 700.00	<input type="radio"/> \$ 950.00	<input type="radio"/> \$ 1,200.00

*Operations with more than 10 independent contractors may be subject to additional underwriting and premium.

Equipment and Contents Coverage (Inland Marine)

TO AVOID A CO-INSURANCE PENALTY, YOU MUST INSURE 100% OF THE REPLACEMENT COST OF YOUR EQUIPMENT AND CONTENTS FOR ALL OF YOUR LOCATIONS.

Check here and skip this section if you do not want this coverage option

Step 1: Fill in the values to determine your total replacement cost amount for ALL locations

Individually list any items with values over \$5,000

	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____

Provide values for categories below

(DO NOT include those values already shown above)

Supplies & Inventory (office supplies, items held for sale) \$ _____

Equipment & Contents (athletic equipment, electronics, furniture, non-structural glass, phone/fax system, office contents, etc.) \$ _____

Improvements & Betterments (items you have installed or altered at your expense, such as flooring, mirrors, ceiling tile, window treatments, lighting, shelving, etc.) \$ _____

Signs (indoor or outdoor) \$ _____

Misc. Equipment – please describe _____ \$ _____

Total replacement value for all location(s) (add all lines above) \$ _____

Step 2: Complete ONLY if your replacement cost value is over \$100,000

1. Please describe the building type your equipment is stored in (e.g.: frame or fire resistive warehouse)

2. Do you have a security system in place: Yes No
 - a. If yes, please describe: _____
3. Is any other operations, besides your own, or equipment of others stored in the same facility in which you store your equipment? Yes No
 - a. If yes, please describe: _____
4. Please attach a complete inventory list with values of each item

Step 3: Calculate premium

(If total calculated premium is less than the minimum premium, the total premium due is the minimum premium.)

Equipment and Contents Premium

My total replacement value is between \$1 – \$10,000

(\$250 deductible will apply)

$$.03 \times \$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}} \quad \$ \underline{\hspace{2cm}}$

Total Replacement Value

Equipment and Contents Premium
(\$100.00 minimum premium applies)

My total replacement value is over \$10,000

(A \$1,000 deductible applies to values from \$10,001 - \$100,000 and a \$2,500 deductible applies to values over \$100,000)

$$.026 \times \$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}} \quad \$ \underline{\hspace{2cm}}$

Total Replacement Value

Equipment and Contents Premium
(\$100.00 minimum premium applies)

OPTIONAL COVERAGES PREMIUM CALCULATION CONTINUED

Sexual Abuse or Sexual Molestation Liability Coverage OR Abuse, Molestation or Harassment or Sexual Conduct Defense Cost Reimbursement

Coverage is contingent upon underwriting review and approval of the following questionnaire.

Check here and skip this section if you do not want this coverage option

1. Does your organization currently have employees, volunteers or independent contractors? Yes No
The term "Volunteers" means someone, including parent volunteers, who exerts control over or supervises participants.
2. Have any claims, allegations or charges of abuse, molestation or sexual misconduct been made against you or your organization or anyone working on behalf of your organization? Yes No
If yes, please explain: _____
3. Are you aware of any occurrences that could lead to a claim? Yes No
If yes please explain: _____
4. Do you, your organization or sanctioning/governing body have written procedures in place regarding the prevention and mitigation of abuse, molestation or sexual misconduct? Yes No
If yes:
 - a. Do the procedures require that known or suspected abuse incidents must be reported to law enforcement? Yes No
 - b. Are written procedures provided or available to each employee, volunteer, independent contractor or sanctioning/governing body member? Yes No
 - c. Does your written plan include reasonable procedures to limit one-on-one interactions between a minor and an adult (who is not the minor's legal guardian) to those that are observable by another adult and within an interruptible distance, except under emergency circumstances? Yes No
5. Please complete the following questions regarding employee, volunteer, or independent contractor screening controls used by your organization.
 Check here and skip the chart below if you have no employees, volunteers, or independent contractors

Please Complete All Questions <small>The term "Volunteers/Independent contractors" in the following questions means someone who exerts control over or supervises participants.</small>	Employees (Check Here if No Employees <input type="radio"/>)	Volunteers/Independent contractors (Check Here if No Volunteers/Independent contractors <input type="radio"/>)
Are employee/volunteer applications required? If yes, does the application include questions about whether the individual has ever been convicted for any crime involving physical violence or sex related offenses? If yes and applicant checks yes, do you reject the applicant?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No
Are background checks provided by a third party vendor/service? If yes, do you reject an applicant with any history of physical violence or sex related offenses?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No

Please explain any "No" responses to questions asked in #5: _____

6. Calculate premium

Option 1 - \$1,000,000 Sexual Abuse or Sexual Molestation Liability
(Choose the same type of coverage option as purchased on page 8)

Type of Coverage	Rate <small>(based on sq. ft. of each studio)</small>	X	# of Locations	=	Premium
On-site and Off-site	<input type="radio"/> 1 - 1,000 sq ft: \$104.00	X	_____	=	\$
	<input type="radio"/> 1,001 - 2,000 sq ft: \$208.00		_____		\$
	<input type="radio"/> 2,001 - 3,000 sq ft: \$312.00		_____		\$

Option 1 Total Premium (add all lines above)

Insert premium total from above or \$150.00 minimum premium. The higher amount applies.

\$

Option 2 - \$100,000 Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement \$ 100.00

OPTIONAL COVERAGES PREMIUM CALCULATIONS CONTINUED

TOTAL COST SUMMARY	Program Premium (Required Coverage)	\$	(A)
	Liability for Independent Contractors Premium (Optional Coverage)	\$	(B)
	Equipment and Contents Premium (Optional Coverage)	\$	(C)
	Sexual Abuse/Sexual Molestation Premium: (Optional Coverage) ○ \$100,000 Defense Reimbursement Only OR ○ \$1,000,000 Liability Limit	\$	(D)
	Subtotal Due (add lines A thru D)	\$	(E)
	Risk Purchasing Group Administration Fee (REQUIRED to process enrollment)	\$ 15.00	(F)
	Total Cost Due (add lines E & F)	\$	

**COSTS ARE 20% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE
ONCE COVERAGE BEGINS*
100% OF THE COST IS DUE IN ORDER TO BIND COVERAGE**

*Liability for Independent Contractors and Sexual Abuse/Sexual Molestation coverages are 100% fully earned at inception.

**NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT AND A FULLY
COMPLETED ENROLLMENT FORM IS RECEIVED BY THE COMPANY OR THEIR REPRESENTATIVE.**

CANCELLATIONS/CHANGES CAN ONLY BE MADE BY THE NAMED INSURED.

Once your enrollment form is approved, you will receive a Certificate of Insurance as evidence that coverage is bound. **Complete this section if you require additional certificates listing a facility, property owner or similar third-party as an additional insured on your policy. Provide a separate request for each additional certificate needed.**

Note: Please request all additional insureds needed for this policy term. Additional insureds from the expiring policy term will not be automatically renewed.

1. When is this certificate needed? : ____/____/____

2. This certificate is for: General Liability Coverage

All locations

Specific location(s): _____

Equipment & Contents/Inland Marine Coverage (if applicable)

3. What is the additional insured's relationship to you? Owner/manager/lessor of premises (facility or venue)

Sponsor Co-promoter Lessor of equipment/contents (liability) Loss Payee (equipment/contents)

Other (please identify/explain): _____

NOTE: The certificate holder will automatically be an Additional Insured for an Owner/manager/lessor, Sponsor or Co-Promoter relationship

4. Certificate holder/additional insured name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

5. Does the certificate holder/additional insured require any special wording or endorsements? Yes No

If yes, check all that apply: CG2026 Primary Waiver of subrogation

Other (please explain): _____

NOTE: If you are not sure, please attach a copy of the insurance requirements/instructions you've received.

6. For Loss Payee: Type of equipment (please describe): _____ Replacement cost value: _____

The most common delay in certificate processing is caused by providing partial or incorrect name and/or instructions. Please check your request carefully before submitting.

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); 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; Asbestos; Athletic competitions held/sponsored by the insured or in which the insured's members participates; The sport of boxing (contact/sparring); Commercial general liability standard exclusions (CG0001 04/13 edition); Communicable disease; Cryogenic chambers/therapy; Cycling (other than stationary); Employment-related practices; Events, competitions, tournaments, camps/clinics conducted or sponsored by, or on behalf of the insured, unless reported and approved by us; 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 bacteria; Haunted attractions; Instruction/activity held on or in open water; 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; Transportation of participants/members; Violation of statutes that govern emails, faxes, phone calls or other methods of sending materials or information; The sport of wrestling; Those operations listed as ineligible: Unattended/unstaffed 24 hour key card/key pad/key code access operations or unattended/unstaffed operations; Childcare services/facilities; Climbing walls; CrossFit Affiliate Owners; Dance, gymnastics, cheer & martial arts schools/studios; Ice skating, roller skating or skating treadmills; Facilities outside of the U.S.; Medical, therapy or health care services; Open access to members to utilize facility on a self directed basis outside of a structured program; Parkour/Ninja programs or facilities; 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.

Electronic Disclosure and Consent, Warranty & Compensation
PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 14

Electronic Signature Disclosure and Consent

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction.

K&K Insurance Group (K&K), whether on its own behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud services, digital storage, digital media or similar electronic means to transmit Policy Documents to its clients. This Agreement informs you of your rights when we are delivering and you are receiving such documents from us electronically.

By agreeing to proceed with this transaction, you acknowledge and consent to the following:

1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
2. I understand that further documents relating to this insurance purchased through K&K, including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my on-line registration. I consent to such documents being provided to me electronically.
3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction and/or my on-line registration process shall be requested by me by faxing, emailing or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
5. I understand that I have the right to obtain a paper copy of any electronic record provided to me pursuant to this transaction or any subsequent transaction involving my coverage by mailing a written request to the address provided in paragraph 4.
6. In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time by faxing, emailing or mailing a written request to the address provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I understand that I will receive a paper copy of future policy documentation.
8. Information relating to this transaction is subject to the terms of our privacy statement, a copy of which is provided at www.kandkinsurance.com.
9. DOCUMENT DELIVERY. After this enrollment form is approved, you will receive a certificate of insurance showing evidence that coverage has been bound. When submitted through an insurance agent or broker, this coverage document will only be delivered to them. Additional certificate requests will be issued to the same person. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

If you **DO NOT** want to be emailed please check here and select your preferred method of document delivery.

Fax to: _____ attn: _____

Mail to: _____ attn: _____

IMPORTANT INFORMATION. PLEASE READ AND SIGN.

Warranty and Disclosure 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 premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book 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. K&K reserves the right to decline/void any ineligible 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.

Compensation and Other Disclosure Information: K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to warranty@kandkinsurance.com.

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at http://www.aon.com/market_relationships for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

Applicant Business name (from page 6): _____

Applicant or agent signature: _____ **Date:** _____

Printed name: _____ **Title:** _____

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

AGENTS: YOU MUST CONTINUE TO NEXT PAGE AND COMPLETE AGENT WARRANTY SECTION
Enrollments cannot be accepted unless this section is completed

PAYMENT OPTIONS

Submit a completed enrollment (including signed Warranty Statement) and payment to:

Applicant Business name: _____ Effective date: _____

PAY BY ACH (Bank Account):

• **E-mail** info@fitnessinsurance-kk.com

or

• **Fax** 1-260-459-5590

I (we) authorize K&K Insurance Group to initiate a single electronic debit from the account shown below:

Name on Bank Account: _____ Bank Name: _____

Draft Amount : \$ _____ Checking, or Savings

Bank Account Routing/Transit Number* _____ Bank Account Number* _____

*See below for an explanation of where to locate these two sets of numbers on your bank check.

Date: _____

Authorized Signature(s) - (Not required if authorization by phone by K&K)

Date: _____

Authorized Signature(s) - (Not required if authorization by phone by K&K)

EXPLANATION OF CHECK NUMBERS

1. Bank Routing/Transit Number - This is a nine digit number separated by a bar and a colon |: 123456789 |:
2. Account Number - This number may appear as the second, first or third series of numbers. Please read carefully.
3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH.

YOUR NAME
1234 Main Street
Anywhere, OH 00000

DATE _____ 123

PAY TO THE ORDER OF _____ \$ _____

_____ DOLLARS

⑈044072324⑈ | ⑈000123456789⑈ | ⑈123⑈

1. ROUTING NUMBER 2. ACCOUNT NUMBER 3. CHECK NUMBER

PAY BY CHECK: (Payable to K&K Insurance Group)

• **Mail**

Regular Mail

Overnight Mail

K&K Insurance
Fitness RPG Program
P.O. Box 2338
Fort Wayne, IN 46801-2338

K&K Insurance
Fitness RPG Program
1712 Magnavox Way
Fort Wayne, IN 46804

PAY BY CREDIT CARD:

• **Fax only** 1-260-459-5590

VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Card number: _____

CSC # (card security) code: _____ Expiration date: _____

I authorize K&K Insurance Group, Inc. to charge my payment to my credit card in the amount of \$ _____

Print name (as on card): _____

Cardholder signature: _____

Cardholder phone number: (____) _____

FATCA Notice: Please go to Aon.com/FATCA to obtain appropriate W-9.