



FITNESS INSTRUCTOR/PERSONAL TRAINER

Insurance Program and Enrollment Form

This brochure is valid for effective dates of 1/1/23 through 12/31/23

PROGRAM DESCRIPTION

This insurance program has been specifically designed to meet the unique needs of a U.S.-based personal training, exercise, aerobic or yoga/pilates instructor directly supervising an individual or group engaged in fitness and exercise activities.

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

This program does not provide coverage for the operation, ownership or maintenance of a fitness, sports or dance facility. For information regarding coverage for a facility, please call us.

INELIGIBLE OPERATIONS

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

- Certified athletic trainers
- Coaching of organized competitive athletic teams
- Instructors under the age of 18
- Instruction of sports skill activities*
- Instructor's employment as an exempt or a non-exempt employee of a school, university or college

* Information and applications for sports instructor insurance are available at www.sportsinsurance-kk.com or by calling our office.

ELIGIBLE OPERATIONS

A U.S.-based instructor age 18 or older conducting private or group instruction for any of the following is eligible to enroll in this program:

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

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 1-260-459-5502

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

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

FOR SERVICE REQUESTS ONLY

E-MAIL info@fitnessinsurance-kk.com

QUESTIONS 1-800-506-4856

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.

EXCLUSIONS

The following represent only some of the exclusions contained in this policy and state variations may apply.

- Abuse, molestation, or exploitation
- Amusement devices (e.g.: rides, slides, inflatables, climbing walls, dunk tanks)
- Communicable disease
- Cryogenic chambers/therapy
- Cycling (other than stationary)
- Cyber incident, data compromise and violation of statutes related to personal data
- Employment-related practices
- Instruction/activities held on or in open water (e.g.: lakes, ponds, ocean)
- Medical, therapy or health care services
- Operation, ownership or management of a fitness, dance or sports facility
- Physicals/stress testing
- Physical therapy, massage or salon services
- Sale or distribution of herbal medicinal and/or nutritional products
- Sexually transmitted disease
- Training programs for law enforcement, public safety and military personnel
- Those operations listed as ineligible
- Unmanned aircraft

COVERAGES AND LIMITS

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	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
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
Bodily Injury to Participants Liability	\$ 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
Damage to Premises Rented to You (Fire Legal Liability)	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Medical Expense (other than participants)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Abuse, Molestation, or Exploitation Defense Reimbursement	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Costs:					
Certified Instructor - 1 year	\$ 194.00	\$ 284.00	\$ 534.00	\$ 784.00	\$ 1,034.00
Certified Instructor - 2 years	\$ 338.00	\$ 499.50	Not Available	Not Available	Not Available
Non-Certified Instructor - 1 year	\$ 245.00	\$ 360.00	\$ 610.00	\$ 860.00	\$ 1,110.00
Non-Certified Instructor - 2 years	\$ 429.00	\$ 636.00	Not Available	Not Available	Not Available

*Costs include premium and a \$15 risk purchasing group administration fee

Coverage provided under this program includes:

Commercial General Liability with Enhancement 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.

Bodily Injury to Participants Liability – 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 (negligent act, error, omission or breach of duty in the discharge of fitness/exercise activities) that occur under the operations of the insured.

Abuse, Molestation, or Exploitation Defense Reimbursement – Although claims arising out of abuse, molestation or exploitation are excluded under this policy, this coverage (subject to the specific terms of this endorsement) reimburses you for up to \$100,000 for defense costs resulting from alleged abuse, molestation, or exploitation claims.

FREQUENTLY ASKED QUESTIONS

1. Can I apply for coverage over the phone?

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

2. What is a general aggregate?

This is the maximum amount to be paid out in any policy period for all losses.

3. What types of fitness certifications are acceptable to obtain the premium discount?

An acceptable certification or accreditation program is one that establishes standards and guidelines for the delivery of quality and professional fitness services as well as the development of ethic statements for fitness professionals. An individual will take a series of classes with testing at the end to become a certified professional in a fitness program. Normally to maintain certification yearly continuing education classes are required. A few examples of acceptable certifications are: AFAA, ACE, NAFTA, NASM, NESTA, ISSA, Cooper Institute, Yoga Alliance and Stott Pilates (SPX).

4. What are certificate requests? How do I complete this section on the enrollment form?

A certificate is a document prepared by us providing you evidence of insurance. You will automatically receive a certificate providing proof of coverage once coverage is bound. You only need to complete the certificate request section if you have been asked to provide another certificate, to an entity such as the facility where you work.

5. I have been asked by the facility that I instruct at 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 policy limits have not been exhausted) under your policy with no responsibility for premium payments.

You can add an entity as an additional insured under the certificate request section of the enrollment form.

Please remember to provide their complete name, address and relationship to you. All requests must be in writing.

6. Will I receive a policy after I submit the enrollment form?

No. 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 insurance 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 member—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

7. Do I have coverage for virtual training?

Coverage does extend to incidental 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.



Enrollment Form - Fitness Instructor/Personal Trainer Insurance

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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 4 - 10) with payment**

GENERAL INFORMATION

I am a new account I am renewing my coverage

Instructor's name (as it should appear on the policy): _____
First name Last name

Doing business as (DBA): _____
(additional name(s) under which the named insured operates)

Mailing address: _____

City: _____ State: _____ Zip: _____

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 7 of the application for Electronic Disclosure and Consent)

DATES

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: ____ / ____ / ____

BUSINESS INFORMATION

1. Type of instructor (check all that apply):

- | | | | |
|--------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------|
| <input type="radio"/> Acro dance | <input type="radio"/> Aquatic exercise | <input type="radio"/> GYROTONIC® | <input type="radio"/> Strength |
| <input type="radio"/> Acrobatic/partner yoga | <input type="radio"/> Cardio kickboxing | <input type="radio"/> Hoop fitness | <input type="radio"/> Tai chi |
| <input type="radio"/> Aerobics | <input type="radio"/> Children's fitness programs | <input type="radio"/> Personal training | <input type="radio"/> Tumbling (floor only, no gymnastic apparatus) |
| <input type="radio"/> Aerial/anti-gravity/suspended yoga (certified instructor only) | <input type="radio"/> Dance | <input type="radio"/> Pilates | <input type="radio"/> ZUMBA® |
| | <input type="radio"/> Exercise | <input type="radio"/> POUND® | <input type="radio"/> Yoga |
| | | <input type="radio"/> Qigong | |
| | | <input type="radio"/> Spinning® | |

Other (subject to approval): _____

2. Are you age 18 or older? Yes No

3. Do you own or operate your own fitness or dance studio and/or have employees/volunteers? Yes No

(If yes, this program only provides coverage for your operations as an instructor. It does not extend to your employees or anyone performing instruction or training on your behalf, nor does it apply to the operation of a studio/facility)

4. Do you provide instruction of sports skills? Yes No

(Sports skills instructors should apply for coverage through K&K's Sports Instructor Insurance Program.)

Coverage is not provided for an instructor's employment as an exempt or non-exempt employee of a school, university or college; for the coaching of organized competitive athletic teams; for activities of a certified athletic trainer; for instructors under the age of 18; and for instruction of sports skill activities.

PROGRAM COST

Please check the appropriate program and option:

I am a **Certified instructor** (certificate information must be provided)

Certification organization: _____ Certification number: _____ Expiration date: _____
 Certification organization: _____ Certification number: _____ Expiration date: _____
 Certification organization: _____ Certification number: _____ Expiration date: _____
 Certification organization: _____ Certification number: _____ Expiration date: _____
 Certification organization: _____ Certification number: _____ Expiration date: _____
 Certification organization: _____ Certification number: _____ Expiration date: _____
 Certification organization: _____ Certification number: _____ Expiration date: _____

COST CERTIFIED	Options	Limit of Liability (CGL)	1 – Year Cost	2 - Years Cost
	Option 1	\$ 1,000,000	<input type="radio"/> \$ 194.00	<input type="radio"/> \$ 338.00
	Option 2	\$ 2,000,000	<input type="radio"/> \$ 284.00	<input type="radio"/> \$ 499.50
	Option 3	\$ 3,000,000	<input type="radio"/> \$ 534.00	Not Available
	Option 4	\$ 4,000,000	<input type="radio"/> \$ 784.00	Not Available
	Option 5	\$ 5,000,000	<input type="radio"/> \$1,034.00	Not Available

I am a **Non-certified Instructor**

COST NON-CERTIFIED	Options	Limit of Liability (CGL)	1 – Year Cost	2 - Years Cost
	Option 1	\$ 1,000,000	<input type="radio"/> \$ 245.00	<input type="radio"/> \$ 429.00
	Option 2	\$ 2,000,000	<input type="radio"/> \$ 360.00	<input type="radio"/> \$ 636.00
	Option 3	\$ 3,000,000	<input type="radio"/> \$ 610.00	Not Available
	Option 4	\$ 4,000,000	<input type="radio"/> \$ 860.00	Not Available
	Option 5	\$ 5,000,000	<input type="radio"/> \$1,110.00	Not Available

Costs include premium and a \$15 risk purchasing group administration fee

WHERE ALLOWED BY STATE JURISDICTION, COSTS ARE 100% NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS.

COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT AND A FULLY COMPLETED ENROLLMENT FORM.

NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS RECEIVED BY THE COMPANY OR THEIR REPRESENTATIVE.

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

**K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-506-4856 • Fax 1-260-459-5502
 Website www.kandkinsurance.com**

K&K Insurance Group, Inc. is a licensed insurance producer in all states (FL license #L007299, TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)

CERTIFICATE REQUESTS

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. What is the additional insured's relationship to you?

Owner/manager/lessor of premises (facility or venue) Sponsor Co-promoter

Other (please identify/explain): _____

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

3. Certificate holder/additional insured name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

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

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

Other (please explain): _____

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

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.

COVERAGE EXCLUSIONS

The following notable exclusions are contained in the commercial general liability coverage provided by this program (note: state variations may apply). Abuse, molestation or exploitation; 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 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; Cryogenic chambers/therapy; Cyber incident, data compromise, and violation of statutes related to personal data; Cycling (other than stationary); Employment related practices; Fireworks; Fitness/exercise operations related in whole or part, to perform as an exotic dancer or any similar occupation in the adult entertainment industry; Fungi or bacteria; Instruction/activities held on or in open water; Lead; Medical, therapy or health care services; Nuclear energy; Operation, ownership or management of a fitness, dance or sports facility; Physicals/stress testing; Physical therapy, massage or salon services; Sale or distribution of medicinal, herbal and/or nutritional products; Sexually transmitted disease; Silica or silica-related dust; Specified recreational vehicles and activities – Aircraft/hot air balloon; Airport; Amusement devices: The ownership, operation, maintenance or use of any device or equipment a person rides for enjoyment, including, but not limited to: mechanical or non-mechanical ride, slide, or water slide (including any ski or tow when used in conjunction with a water slide); inflatable recreational device; or vertical device or equipment used for climbing whether permanently affixed or temporarily erected. This exclusion does not apply to video games or computer games or to any device that is specifically designed for the training or instruction of an activity for which you are enrolled; Animal; Bungee, except this exclusion does not apply to any bungee equipment designed for fitness or exercise instruction or training; Dunk tank; Haunted attraction; Performer; Rodeo; Saddle animal; Snowmobile; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Training programs for law enforcement, public safety and military personnel; Unmanned aircraft; Those operations listed as ineligible: 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.

ATTENTION: AGENTS

AGENTS: YOU MUST COMPLETE THE AGENT WARRANTY SECTION BELOW. Enrollments cannot be accepted unless this section is completed.

Please complete the information below.

Agency name: _____ Agent/contact name: _____

Agency complete mailing address: _____

Agency telephone: (____) _____ Agency fax: (____) _____

Agent/contact e-mail address: _____ Tax I.D. _____

Agent license #: _____

I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain errors and omissions insurance with a minimum limit of \$1,000,000 for myself, my officers, and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items.

I understand there are no commissions included in this program unless purchased online at www.fitnessinsurance-kk.com. A fee may be separately charged, subject to state insurance regulations. Fees cannot be included in the payment remitted to us.

I understand that agents do not have authority to issue binders or a certificate of insurance on behalf of this program.

Agent signature: _____

Date: _____

**Electronic Signature Disclosure and Consent
PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 8**

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 by 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: _____

COMPENSATION AND REPRESENTATION STATEMENT

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 a "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.

Representation Statement

The undersigned authorized officer of the applicant declares that the statements set forth herein are true to the best of his or her knowledge. The undersigned authorized officer agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. Signing of this application does not bind the applicant to the insurer to complete the insurance.

I am aware that accurate reporting is required for premium calculation and that my books and records, as they relate to this coverage, may be examined or audited by the company at any time during the coverage period and up to three years thereafter. I acknowledge that intentional misrepresentation or misreporting may jeopardize coverage and that the company 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.

WHERE ALLOWED BY STATE JURISDICTION, COSTS ARE 100% NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS.

Applicant name (from page 4): _____

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

Printed name: _____ **Title:** _____

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

IMPORTANT INFORMATION. PLEASE READ.

Fair Credit Report Act Notice

Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us

Fraud Warning

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: 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)*. *Applies in FL only.

Applicable in KS: 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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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 KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME only.

Applicable in MN: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Applicable in all other states: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PAYMENT OPTIONS

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

Applicant name: _____ Effective date: _____

1. PAY BY ACH (Bank Account): THIS OPTION IS ONLY AVAILABLE FOR PURCHASES MADE 15 DAYS OR MORE PRIOR TO THE EFFECTIVE DATE

- **E-mail** info@fitnessinsurance-kk.com
or
- **Fax** 1-260-459-5502

I (we) authorize K&K Insurance Group to initiate a single electronic debit from the account shown below and have attached a voided copy of the check:

Name on Bank Account: _____ Bank Name: _____

Draft Amount : \$ _____ Checking, or Savings

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

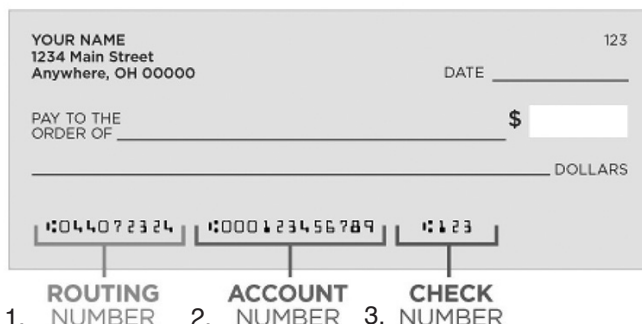
*See below for an explanation of where to locate these two sets of numbers on your bank check.

_____ 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.



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

- **Mail**
 - Regular Mail
 - K&K Insurance
Fitness Instructor RPG Program
P.O. Box 2338
Fort Wayne, IN 46801-2338
- Overnight Mail
- K&K Insurance
Fitness Instructor RPG Program
1712 Magnavox Way
Fort Wayne, IN 46804

3. PAY BY CREDIT CARD:

- **Fax only** 1-260-459-5502
- 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.