

### **WALK/RUN EVENT**

Insurance Program and Enrollment Form
This brochure is valid for effective dates from 8/1/24 through 2/28/25

### PROGRAM DESCRIPTION

This program is designed for U.S.-based organizations and/or groups organizing a walking and/or running event. Coverage provides important liability protection for the organization, including its employees and volunteers, for liability claims arising out of its operations. The program also includes medical payments for participants (on an excess basis) for those participating in the event. To qualify for program coverage, the following criteria must be met:

- Maximum number of participants is 10,000
- · Maximum number of event days is 3 days or less
- · Total course distance cannot exceed 16 miles

Coverage is also included for ancillary activities/events (banquets, concerts, award ceremonies) that are ONLY for those participants in your walking and/or running event. Optional coverages are available for separate ticketed and/or open to the public ancillary activities/events.

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

### **INELIGIBLE OPERATIONS**

All other sports tournaments/events that do not meet the eligibility criteria listed in this brochure are not eligible for this program as well as:

- · Activist rallies/marches/protests
- Adventure races
- · College or university level championships events
- Competitive events where participants compete throughout the night.
- · Endurance races
- Events involving animals other than service animals, unless reported and approved by the company\*
- Events with water activities or cycling activities
- Events where participants are allowed/provided alcohol prior to (day of) and/or during the event.
- · Events where the distance is more than 16 miles
- · Hiking events
- · Iron man events
- Mud runs/warrior runs/zombie runs/obstacle course runs/urbanathons (competitions, exhibitions or foot races that involve man-made obstacle courses, man-made mud pits, man-made slippery slopes, wall climbs, or other similar man-made obstacles)
- Full marathons (distances greater than 16 miles)
- · Political events
- Professional sport events, try-outs and training camps/clinics
- Triathlons/duathlons
- Virtual events/activities

(Please note, this is <u>not</u> a complete listing of ineligible operations. Contact us with questions regarding eligibility.)

\* Contact us for additional information needed for coverage consideration

### **ELIGIBLE OPERATIONS**

Walking and/or running events with a course distance of less than 16 miles, including but not limited to:

- · Children's walk/runs
- 5k or 10k walk/run
- · Timed/competitive walk/runs
- · Non-competitive charity walk/runs
- · Fundraising walk/runs
- Walkathons

NOTE: This is not a complete list of eligible operations/ programs. If your type of operation/program is not listed, please contact us for eligibility.

### **PROGRAM REQUIREMENTS**

 ALL participants and/or parents/guardians of minor participants must sign a release/waiver.

# EASY WAYS TO ENROLL FOR COVERAGE



WEB Receive coverage immediately by

purchasing online at

www.sportsinsurance-kk.com

OR

Submit this enrollment form, with payment, to us.



FAX 1-260-459-5105



MAIL

Regular: K&K Insurance

RPG Program P.O. Box 2338

Fort Wayne, IN 46801-2338

Overnight: K&K Insurance

RPG Program 1712 Magnavox Way Fort Wayne, IN 46804



QUESTIONS Call 1-800-426-2889

#### FOR SERVICE REQUESTS ONLY



E-MAIL info@sportsinsurance-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 terms, conditions and exclusions as they may change from one coverage period to the next. You may request a copy policy by submitting a written request to us.

### **EXCLUSIONS**

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

- · 24-hour premises liability
- Sexual Abuse or Sexual Molestation (unless reported to, approved by us, and appropriate premium paid)
- Amusement devices (eg: rides, slides, inflatable's, bungees, climbing walls, dunk tanks)
- Ancillary activities that require a separate submission charge and are open to the public (unless optional coverage is purchased)
- · Asbestos silicosis

- Claims arising out of the operations of independent concessionaires, exhibitors and vendors at your event
- · Communicable disease
- Cryogenic chambers/therapy
- Employment related practices
- · Fireworks
- Fungus
- · Haunted attractions
- Lead
- Nuclear energy

- Operation, ownership or management of any facility or premise, other than while being used for covered activities
- · Room and board liability
- Legal liability to participants coverage and medical payment for participants coverage for professional athletes and celebrity (national/local) participants.
- · Those operations listed as ineligible
- Total Pollution

### COVERAGES AND LIMITS

Coverage is not available for Alaska and Rhode Island Applicants

Options	Option 1	Option 2		
Commercial General Liability Each Occurrence Limit	\$ 1,000,000	\$ 2,000,000		
General Aggregate Limit (other than Products-completed Operations)	\$ 5,000,000	\$ 5,000,000		
Products-completed Operations Aggregate	\$ 1,000,000	\$ 2,000,000		
Personal and Advertising Injury Limit	\$ 1,000,000	\$ 2,000,000		
Damage to Premises Rented to You Limit (Fire Legal Liability)	\$ 1,000,000	\$ 1,000,000		
Medical Expense Limit (other than members/particiants)	\$ 5,000	\$ 5,000		
Legal Liability to Participants Limit	\$ 1,000,000	\$ 2,000,000		
Medical Payments for Participants (excess - \$100 deductible)	\$ 25,000	\$ 25,000		
Rates (per participant, per event)				
Class A: Non-Competitive/Charity Walk and/or Run Events	\$ .55	\$.68		
Class B: Competitive (Timed) Walk or Run Events	\$ .92	\$1.12		
Minimum Premiums (per event)				
Class A Only Event (Non-Competitive)	\$ 150.00	\$ 225.00		
Class B Only Event (Competitive)	\$ 300.00	\$ 450.00		
Class A & B Combined Event	\$ 300.00	\$ 450.00		

<sup>·</sup> Contact us if higher limits are needed ·

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.

**Legal Liability to Participants** – coverage which offers protection against bodily injury liability claims brought by persons participating in covered activities.

Medical Payments for Participants – coverage which pays the medical and dental expenses incurred by a participant when an accidental injury occurs while participating in your covered activities. 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 deductible applies to each claim, and the benefit period is two years from the date of the accident.

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### **OPTIONAL COVERAGES AVAILABLE**

### **Ancillary Activities / Events**

This coverage is available for ancillary events and/or activities you conduct before/during/after your walk and/or running event that are open to the public and/or are separate ticketed events. When reported and paid for, coverage is extended to provide liability coverage for the event/activity you are hosting and supervising that is correlated to and in conjunction with your running/walking event. Examples of such events and activities are auctions, banquets, award ceremonies, galas, and concerts. Please contact us if you need to confirm your ancillary event/activity eligibility.

The following coverage conditions apply:

- 1. All exclusions listed previously still apply for your ancillary activities/event, including but not limited to amusement devices (inflatables, climbing walls, mechanical rides, etc.)
- 2. Ancillary activity/event is held at a single location
- 3. Ancillary activity/event must be a single day event
- 4. Ancillary activity/event must take place within 3 days of the actual run/walk event date
- 5. Event must take place in the United States
- 6. If liquor liability coverage is needed, please contact us for additional information needed for coverage consideration.

  NOTE: Host Liquor Liability (as provided by CG 00 01 04/13) is included, but only if the insured is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.
- 7. No overnight stay (camping) exposures
- 8. This is an optional coverage and is not available on a stand-alone basis
- The same coverage limits would apply to this optional coverage as purchased for your run/walk event
   NOTE: Sexual Misconduct Liability coverage does not extend to separate ticketed and/or open-to-the public ancillary activities/events
- 10. Total attendance for the ancillary activity/event must be 3,000 or less

### **Coverages and Limits**

Optional Coverage	Option 1	Option 2
Each Occurrence Limit	\$ 1,000,000	\$ 2,000,000
General Aggregate Limit (other than Products-completed Operations)	\$ 5,000,000	\$ 5,000,000
Products-Completed Operations Aggregate	\$ 1,000,000	\$ 2,000,000
Personal Injury and Advertising Injury Limit	\$ 1,000,000	\$ 2,000,000
Damage to Premises Rented to You Limit (Fire Legal Liability)	\$ 1,000,000	\$ 1,000,000
Medical Expense Limit (other than participants)	\$ 5,000	\$ 5,000

### Premium (per event)

Number of Total Attendees (per activity/event)	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit
1 - 250 Attendees	\$ 100.00	\$ 150.00
251 - 500 Attendees	\$ 200.00	\$ 300.00
501 - 750 Attendees	\$ 300.00	\$ 450.00
751 - 1,500 Attendees	\$ 450.00	\$ 675.00
1,501 - 3,000 Attendees	\$ 750.00	\$ 1,125.00
3,001+ Attendees	Must be submitted separat underwriter for quote/rate a	-

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### **OPTIONAL COVERAGES (continued)**

# Sexual Misconduct Liability <u>OR</u> Abuse, Molestation, Harassment or Sexual Conduct Defense Costs Reimbursement

This program includes two options for coverage for claims arising out of sexual misconduct:

- **Option 1:** \$250,000 each "Insured Event" with a \$1,000,000 aggregate limit of liability for sums the insured becomes legally obligated to pay as damages because of loss arising out of any actual, alleged, or threatened sexual misconduct. This limit is part of, not in addition to, the general liability limit selected.
- **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 event with our Amateur Sports Run/Walk Event Program.
- 3. Only one option may be purchased.

Options	Rates
Option 1 Sexual Misconduct Liability (defense expenses occurrence limit)	\$.08 Per Participant, Per Event (\$150.00 minimum premium)
Option 2 Abuse, Molestation, Harassment or Sexual Conduct Defense Costs Reimbursement \$100,000 limit	\$100.00 (Flat rate)

### FREQUENTLY ASKED QUESTIONS

## 1. How soon does coverage start? When will we receive proof of coverage?

Coverage can be bound once we receive a completed enrollment form and appropriate premium. The effective date of coverage can either be the first day of set up or the first day of your event. If your event has already begun, coverage will be bound and become effective the following day. Please allow adequate time for us to process your enrollment form and issue certificates.

## 2. What happens if I need to cancel or re-schedule my event?

Cancellations or changes must be reported prior to the scheduled start date of your event, and confirmed in writing for a refund or credit to be considered.

# 3. How do I determine who should be the Named Insured?

The named insured is the organization hosting the event and who is to be protected by this coverage in the event of a lawsuit. The named insured is typically required to sign the contract with the location where the event is being held. If an entry fee is charged to participate in the event, the entry fee is typically paid to the named insured as well.

#### 4. What are open and closed courses?

Open road courses are defined as courses that do not have barriers blocking vehicles from the path of the participants running. A closed course means that barriers are in place and vehicles are blocked off so that the participants are not in the pathway of moving vehicles.

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

No. You will receive a certificate of insurance as proof of coverage. By applying for this insurance, you are applying for membership in the Sports, Leisure and Entertainment Risk Purchasing Group (RPG), a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). Coverage is offered exclusively through the 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 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. For a copy of the RPG master policy, please submit your request in writing to: K&K Insurance Group, Inc., 1712 Magnavox Way, Fort Wayne, IN 46804.

# 6. The city or location has requested to be added to the policy as an additional insured? How do I get this done and what is the cost?

Additional insured requests can be submitted on page 10 of this enrollment form under the "Certificate Requests" section. Please be sure to complete all sections so that we can process your request accurately. We do not charge to add additional insured's to the policy.

### PARTICIPANT RELEASE OF LIABILITY AND REQUIREMENT:

A Waiver/Release form MUST be signed by ALL participants and insured is required to keep records of same. Failure to comply with this condition is grounds for declination of a claim.

A SAMPLE Waiver/Release is provided below.

# ASSUMPTION OF RISK AGREEMENT READ BEFORE SIGNING

Organization Name : \_\_\_\_\_

Р	articipant Name:
	consideration of being allowed to participate in any way in the program, related events and extivities, I the undersigned, cknowledge, appreciate, and agree that:
1.	The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2.	I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both bown and a known, EVE of FARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume of resport bility or my articipation.
3.	I willingly agree to comply with terms and conditions for in cipal in If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediate
4.	I, for myself and on behalf of my heirs assigns, parson trepresentatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and if aparticipants, where and lessors of premises used to conduct the event (RELEASEES) from any and all claims, of many 3, losses and lie. "Ity arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the full at a many participants of by law.
TI	HAVE READ THIS RELEASE OF LESILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS ERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND OLUNTARILY WITHOUT ANY INDUCEMENT.
Χ	
Р	articipant's Signature Age Date
re to in	OR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION) his is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her elease as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to be fullest extent permitted by law.
Х	
Р	arent/Guardian Signature Date Emergency Phone Number(s)
N	OTE: This is a SAMPLE WAIVER FORM only. Final wording should be as directed by the insured's counsel, but must

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observe the principles represented within the above.



### **Enrollment Form - Walk/Run Event**

Valid for effective dates from 8/1/24 through 2/28/25

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). A risk purchasing group (RPG) provides group purchasing power for similar risks resulting in potential advantageous coverage terms, and competitive rates 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 and submissions with a premium of \$25,000 or more are subject to additional underwriting. We reserve the right to decline any request for coverage.

### TO AVOID PROCESSING DELAYS, PLEASE:

- 1. Complete all sections (print legibly)
- 2. Remit signed, dated and completed enrollment form (pages 6-16) with payment
- 3. One Enrollment form per event

		O I am renewing my coverage					
NOL	•	ur Certificate of Insurance. If your company is a		n this will be yo	ur personal		
INFORMATI		O Limited Liability Co. O Corporat	•				
뎞	Form of business/organization: O No	ot-for-profit O For-Profit					
	Mailing address:						
RAL	NY Applicants must provide a street address.	•	_				
H.							
GENE		Phone: (	,				
GE		Fax: ()					
		Website: s permission to contact you by email about you					
	Electronic Disclosure and Consent)	s permission to contact you by email about you	policy. Herer to page 12	. or trie applica	1011 101		
	1. Name of event :						
	Dates of the event (include set-up a	and tear-down):/to _					
	Date and hours of actual event/to/						
N	Hours of actual eventA	M/PM toAM/PM					
E	Event location:						
M		(name of facility)					
INFORMATION	(street address)	(city)	(state)	(zi	p)		
	Age range of participants:	Total number of par	ticipants:				
ENT	2. Type of event: O Walk Only O	Run Only O Walk and Run					
EV	3. Distance of the race/event: (check a	all that apply) O1 Mile O5K O10k O	01/2 Marathon O Ot	her			
	4. Is this a timed/competitive event?			O Yes	O No		
	5. Does your event involve any anima If yes, please contact us for addition	ls other than service animals? onal information needed for coverage co	nsideration.	O Yes	O No		

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6. Does your event have any of the following exposures: (check all those that apply)  O Cycling  O Water/swimming activities  O Obstacles  O No, we do not have any of		osures
7. Is this event a professional sporting event, try-out or training camp?	O Yes	O No
8. Is this event a college or university level championship event?	O Yes	O No
<ol> <li>Do you have any vendors at your event?</li> <li>(Operations of independent concessionaires, exhibitors and vendors are excluded. Please contact up</li> </ol>	O Yes is for covera	O No ge options.)
Do you have any ancillary activities (banquets, concert, award ceremony, etc.)?      If yes:      Please describe:	O Yes	○ No
Do any of your ancillary activities require a separate admission charge and/or are open to the public? (IF YES, MUST COMPLETE PAGE 9)	O Yes	○ No
11. Will alcoholic beverages be sold/provided at this event?  If yes:	O Yes	O No
a. Who holds the permit? O Insured O Facility O Caterer/vendor O Sponsor b. When is it provided? (check all that apply)		
<ul> <li>Before the event (day of)</li> <li>During the Walk/Run</li> <li>After the Walk/Run</li> <li>Who is the liquor provided/available to? (check all that apply)</li> <li>Participants</li> <li>Spectators</li> </ul>		
12. Do you require all "participants" and/or parents/guardians of minors to sign a release/waiver?	O Yes	O No
IF YOUR EVENT INCLUDE DISTANCES OF 10K (6.2 MILES) OR LONGER, YOU MUST AI FOLLOWING ADDITIONAL QUESTIONS.	NSWER TH	łE
13. Is the course: O Opened O Closed (See FAQ's page 4 for definition)		
14. Are there water stations throughout the event course?	O Yes	O No
15. Does the event have medical staffing in place during the event hours?	O Yes	O No
16. Is the course on a marked/paved roadway or pathway with directions?	O Yes	O No
17. Are there checkpoint personnel to monitor the course prior to, and throughout the event?	O Yes	O No

### **PROGRAM COST CALCULATION**

#### **Important Information:**

- · Coverage is not available for Alaska and Rhode Island Applicants
- Premium is determined by applying the appropriate rate, see below, for the class and coverage option selected to the maximum amount of participants per event and is subject the minimum premium for that class and coverage option.
- · TBD for participant numbers cannot be accepted.
- · Please select only one limit option to apply for all activities or operations.
- All of your participants are required to be reported in the premium calculation, and a list/roster may be requested
  as verification.
- Coverage applies only to those events reported and approved prior to taking place.
- · Contact us if higher limits are needed.

Event Class (Rates Per Participant)	Option 1 \$1,000,000 CGL Limits	Option 2 \$2,000,000 CGL Limits	
Class A: Non-Competitive/Charity Walk and/or Run Events	\$ .55	\$ .68	
Class B: Competitive (Timed) Walk or Run Events	\$ .92	\$ 1.12	
Minimum Premiums (per event)			
Class A Only Event (Non-Competitive)	\$ 150.00	\$ 225.00	
Class B Only Event (Competitive)	\$ 300.00	\$ 450.00	
Combined Event (includes Class A and B events)	\$ 300.00	\$ 450.00	

#### Step 1:

Do you need coverage to be effective today?	O Yes	O No
If yes, are you, or any person or organization to be covered by this insurance, aware of any losses,	O Yes	O No
accidents or circumstances, occurring on this day, that might give rise to a claim under this insurance?		

#### Step 2:

Calculate the premium for your walk/run using the rates above.

Note: Should you have competitive and non-competitive participants at your event, check each event class and rate for the # of participants in each event class separately.

Event Class	Coverage Option 1 or 2	# of Participants	X	Rate (from above)	=	Premium
O Class A (non-competitive)			Х	\$	=	\$
O Class B (competitive/timed)			Х	\$	=	\$
Premium (add both lines above)			\$ a			

Minimum Premiums: From Chart Above		
<u>Class A ONLY</u> : Option 1 = \$150 Option 2 = \$225	b h	
<u>Class B ONLY</u> : Option 1= \$300 Option 2 = \$450	\$ b	0
Combined A & B: Option 1 = \$300 Option 2 = \$450		
Total Liability Premium: (greater amount from line a or b)	\$	

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Coverage is conti	ngent upon underwr	•	~			
O Check he	ere and skip this se		not need this cove	erage op	tion	
O Check here to c		OR other coverage in y ask for verification		ry activit	ties/events	
1. Ancillary Event#:	(Should you have n	nore than one ancilla	ry event, please comp	lete separ	ate pages for each even	t)
2. Check your type of event: (If no	ot listed, please cont	act us for pre-appr	oval)			
O Auction O Dinners or lu		•	,		•	
<ul><li>O Concert -other than heavy</li><li>O Other (subject to approva</li></ul>	•			for appro	oval) O Bake sale	
3. Name of ancillary event :						
Dates of the ancillary event (in	nclude set-up and te	ar-down):/	/ to	/		
Date and hours of ancillary ev	/ent//	to/	/ &	AM	/PM toAM/PI	VI
Ancillary event location (name	e of facility):					
Street address:		_ City:		State:	Zip:	
4. Are overnight accommodation	s or camping facilitie	s part of the even	t? O Ye	s O No	)	
5. Is there a musical or entertain	ment performance a	t the event?	O Ye	s O No	1	
If yes, please provide type o	f music/entertainmer	nt provided/perforr	ned:			
6. Will this event feature any of t	he following activities	s?	O Ye	s O No	1	
<ul> <li>Rides, amusement devices of</li> </ul>	or inflatable recreatio	nal devices				
<ul> <li>Petting zoos or animals</li> </ul>	<ul> <li>Fireworks or pyrot</li> </ul>	echnics • C	oncessionaires, exh	ibitors or	vendors	
The exposures/activities list any of these activities are proof insurance) from the entity	rovided by a third p	arty, you should	require evidence of			
7. Alcoholic beverages (Select o	ne):					
O Will not be allowed or ava	ailable at the ancillary	event/activity				
O None provided by the inst	-		•		,	
<ul> <li>Will be sold at the event (</li> <li>If sold, who holds the li</li> </ul>						
<ul> <li>Will be furnished without admission fee and alcohol</li> <li>If furnished, is the insu</li> </ul>	ol is served at the eve	ent for free)		ree; or ev	vent has \$100	
O Will be both sold and furn If sold and furnished, v	-					sor
Please Note: If Liquor Liab		•	•			
8. PREMIUM CALCULATION: (p			valk/run event option)			1
Number of Total Attendees		otion 1 0 CGL Limits	\$2,	•	CGL Limits	
1 - 250 Attendees	· ·	100.00		\$ 15	50.00	
251 - 500 Attendees	\$ 2	200.00		\$ 30	00.00	
501 - 750 Attendees		300.00		-	50.00	ļ
751 - 1500 Attendees	· ·	150.00		•	75.00	
1,501 - 3,000 Attendees	· ·	750.00		\$ 1,12		
3,001 + Attendees	Must be submitted	separately and rev		er for quo	te/rate and approval.	
Describe Type of Ancillary	/ Activity/Event	Total Number of Attendees	Coverage Option 1 or (must be same limits coverage from pa	as event	Premium From Chart Above	

\$

### **Sexual Misconduct Liability Coverage OR**

### Abuse, Molestation or Harassment or Sexual Conduct Defense Costs Reimbursement

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

O Check here and	skip this sectior	if you do not	want	this covera	age option	1
Does your organization currently have The term "Volunteers" means someone, inc		•				
Have any claims, allegations or charge been made against you or your organi If yes, please explain:						O No
Are you aware of any occurrences that     If yes please explain:	t could lead to a cl	aim?			O Yes	O No
4. Do you, your organization or sanctioni place regarding the prevention and milf yes, do they include:					O Yes	O No
<ul> <li>How to recognize the signs of abu</li> </ul>	ise and molestatio	n			O Yes	O No
<ul> <li>All known, alleged or suspected a</li> </ul>	buse incidents mu	st be reported to	o law e	nforcement	O Yes	O No
<ul> <li>Procedures are provided or availar governing body members</li> </ul>	ble to all paid and	volunteer staff,	and sa	inctioning/	O Yes	O No
<ul> <li>No one-on-one situations allowed</li> </ul>	without visibility b	y others			O Yes	O No
<ul> <li>A supervision plan to monitor all p access to secluded areas such as</li> </ul>	•	-		so prevents	O Yes	O No
<ul> <li>A policy regarding appropriate and electronic communications with ch</li> </ul>						
5. Please complete the following question controls used by your organization.	ns regarding empl	oyee, volunteer,	, or ind	ependent co	entractor sc	reening
Please Complete Al	I Questions				Voluntoo	rs/Independent
The term "Volunteers/Independent contractors" someone who exerts control over or supervises		tions means	Em	oloyees		ntractors
Do you have employees and/or Volunte	ers/Independent c	ontractors?	O Ye	s O No	O Y	
Are employee/volunteer/independent co	ontractor application	ns required?	O Ye	s O No	O Y	es O No
If yes, does the application include que the individual has ever been convicted physical violence or sex related offens	for any crime invo		O Ye	s O No	O Y	es O No
If yes and applicant checks yes, do yo		ant?	O Ye	s O No	ΟY	es O No
Are background checks provided by a t			O Ye	s O No	O Y	es O No
If yes, do you reject an applicant with a			J 10	3 110		
violence or sex related offenses?			O Ye	s O No	O Y	es O No
						00 0110
Please explain any "No" responses to q	uestions asked in	#5:				
Please explain any "No" responses to q 6. Calculate premium	uestions asked in	#5:				

Options	Activity Type	Rate (per participant)	Х	Total # of Participants (see page 8)	=	Premium (\$150.00 minimum premium applies)
Option 1 Sexual Misconduct Liability (\$250,000 each "Insured Event" \$1,000,000 aggregate)	All classes	\$ .08	Х		=	\$
Option 2 - Abuse, Molestation, Harass (\$100,000 limit)	sment or Sexual Co	onduct Defense C	osts	Reimbursement		\$100.00

NOTE: Sexual Molestation liability coverage does not extend to separate ticketed and/or open-to-public ancillary activities/events

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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: O General Liability Coverage O Ancillary Activity Events
3. What is the additional insured's relationship to you?  O Sponsor O Co-promoter O Owner/manager/lessor of premises (facility or venue)  O 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:
City: State: Zip:
5. Does the certificate holder/additional insured require any special wording or endorsements? • O Yes • O No
If yes, check all that apply: ○ CG2026 ○ Primary ○ Waiver of subrogation
O Other (please explain):
NOTE: If you are not sure, please attach a copy of the insurance requirements/instructions you've received.
6. For specific events: Date(s) of event/activity:/to/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:
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 notable exclusions are contained in the commercial general liability coverage provided by this program. 24-hour premises liability; Sexual abuse or sexual molestation (unless reported to, approved by us, and appropriate premium paid); Access or disclosure of confidential or personal information and data-related lability – with limited bodily injury exception; Ancillary activities that require a separate admission charge and/or are open to the public (unless optional coverage is purchasedattendance must be 3,000 or less); Asbestos and silicosis; Athletic or sports participants in any other sport/athletic activity other than walking or running; Cannabis; Certain computer-related losses; Commercial general liability standard exclusions (CG0001 04/13 edition); Communicable disease; Cryogenic chambers/therapy; Employment-related practices; ERISA; Events held outside the United States; Events with over 10,000 in total attendance; Events that last more than 3 days (not including set-up and tear-down), unless reported, approved, and the appropriate premium has been paid; Fireworks; Fungus; Heavy metal/screamo, electronic/techno, rap, hip-hop concerts/shows; Lead; Legal liability to participants for professional athletes and celebrity participants; Medical payments for participant for professional athletes and celebrity participants; Nuclear energy; Operation, ownership or management of any facility or premises, other than while being used for covered activities; Operations of independent concessionaires, exhibitors and vendors at your event; Perfluoroalkyl and polyfluoroalkyl substances (PFAS); Radioactive matter; Room and board liability; 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, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment or inflatable recreational device. Amusement device also includes any vertical device or equipment used for climbing—either permanently affixed or temporarily erected. Amusement devices does not include any video arcade or computer game; Dunk tanks; Haunted attraction; Animals (injury or death to any animal; or injury death, or property damage caused by any animal owned, rented, or hired by you); Performer; Rodeo; Saddle animal; Snowmobile; Total pollution; Those operations listed as ineligible: Activist rallies/marches/ protests; Adventure races; College or university level championships events; Endurance races; Events involving animals other than service animals, unless reported and approved by the company; Events with water activities or cycling activities; Events where the distance is more than 16 miles; Hiking events; Iron man events; Mud runs/warrior runs/zombie runs/obstacle course runs/urbanathons (competitions, exhibitions or foot races that involve man-made obstacle courses, man-made mud pits, manmade slippery slopes, wall climbs, or other similar man-made obstacles); Full Marathons (distances greater than 16 miles); Political events; Professional sports events, tryouts and training camps/clinics; Triathlons/duathlons; Virtual events/activities.

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### **Surplus Lines Disclosure**

The commercial general liability insurance policy is being placed in your home state as surplus lines coverage under the Nonadmitted Insurance Model Act. The insurer with which such policy is placed is not licensed in your home state and is not subject to its supervision. The insurer is an eligible Surplus Lines Insurer. Policies placed with eligible surplus lines insurers are not subject to the rate and form review of any Insurance Department and there is no protection afforded under the provision of any state insurance guaranty association for this policy.

Premium figures do not include surplus lines taxes and fees.

Please see the Member Certificate issued to you for important notices related to surplus lines insurance required by your home state and the exact amount of the applicable surplus lines taxes and fees.

# PLEASE READ, COMPLETE #9 BELOW (if you do not wish to receive documents via email), AND SIGN ON PAGE 13

#### **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.

lf you <b>DO NC</b>	T want to be emailed please check here and select your preferred method of document delivery. O
O Fax to:	attn:
O Mail to:	attn:

K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-426-2889 • Fax 1-260-459-5105 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)

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 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.

**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. 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.

Applicant business/event name (from page 6):		
Applicant or agent signature:	Date:	
Printed name:	Title:	
f an agent: Check here to acknowledge you are signing on behalf of the nam	ed insured O	

AGENTS: YOU MUST CONTINUE TO NEXT PAGE AND COMPLETE AGENT WARRANTY SECTION

Enrollments cannot be accepted unless this section is completed

AGENTS:						
Please complete the information below.						
Agency name:	/	Agent/contact name:				
Agency complete mailing address:						
	Address	City		State	Zip	
Agency telephone: ()		Agency fax: (	)			
Agent/contact e-mail address:			Tax I.D			
to conduct insurance business in the state of and omissions insurance with a minimum lin reasonably satisfactory evidence of all of the	mit of \$1,000,000	for myself, my officers,	•		•	
I understand there are no commissions incl A fee may be separately charged, subject to		·				
I understand that agents do not have autho	rity to issue binde	rs or a certificate of insu	ırance on beha	If of this program.		
Agent signature:			Date	:		

COSTS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS.

CANCELLATIONS OR CHANGES MUST BE REPORTED PRIOR TO YOUR SCHEDULED START DATE.

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.



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### FINAL PAYMENT CALCULATION AND PAYMENT OPTIONS

(Certain operations are not eligible for coverage by this program and submissions with a premium of \$25,000 or more are subject to additional underwriting. We reserve the right to decline any request for coverage.)

Ste	<b>p 1:</b> Applicant Bu	ısiness/F	vent Nam	ne from n	age 6						
					9						
Ste	ep 2: Enter Progra					_					
	Liability	/ Premiur	n (require	d covera	ge) from	page 8				\$	(a)
		-			` .	_	e) from pa	•			(b)
						• ,	m page 1 bility Cov			\$	(c)
Ste	ep 3: Total (add lir	nes a+b+	c)							\$	(d)
Ste	<b>p 4:</b> Calculate S	urplus Lir	nes/Stamp	oing Fees	s – this is	based or	n the Nam	ned Insur	ed's state	e from pag	ge 6
	NOTE: If yo		-	-	isted, use	the last	column la	beled "A	ll Other S	states". A	ll states must
	Insured's State	н	IL	МІ	МТ	NV	NY	ОК	UT	WY	All Other States
	Surplus Line Tax	.0468	.035	.025	.0275	.035	.036	.06	.0425	.03	.025
	Stamping Fee	N/A	.0004	N/A	N/A	.004	.0015	N/A	.0018	.00175	N/A
	FINAL STATE RATE	.0468	.0354	.025	.0275	.039	.0375	.06	.0443	.03175	.025
	Premium from S	tep 3 -\$_		(d) x <u>F</u> i	inal State	e Rate fro	m chart a	above \$_	=	: \$	(e)
Ste	<b>p 5:</b> Cost Total (a	add lines	d + e)							\$	(f)
	RPG Fee									\$15	.00 (g)
Ste	<b>p 6:</b> Final Cost (a	add lines	f + g)							\$	
Ste	<b>p 7:</b> Select Paym	nent Optio	on								
	O ACH -	this opti	on is only	available	e for purc	hases ma	ade 15 da	ys or mo	re prior to	o the effe	ctive date
	Pro	ceed to th	ne next pa	age to co	mplete th	e ACH pa	ayment				
	O Mail in	Check –	- make ch	eck paya	ıble to K&	K Insura	nce Grou <sub>l</sub>	р			
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	Wal	( Insuran k/Run RF . Box 233	G Progra	am			urance Ins RPG F agnavox V	-			
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pplicant business/event name:	
	Effective date:
IOTE: This program is 100% fully earned at inception. Premium finance company agrees to the 100% fully earned pol	· ·
PAY BY ACH (Bank Account): THIS OPTION IS ONLY AV PRIOR TO THE EFFECTIVE DATE  • E-mail info@sportsinsurance-kk.com or  • Fax 1-260-459-5105  I (we) authorize K&K Insurance Group to initiate a single attached a voided copy of the check:	AILABLE FOR PURCHASES MADE 15 DAYS OR MOR
Name on Bank Account:	Bank Name:
Draft Amount : \$	
Bank Routing Number*	<u> </u>
*See below for an explanation of where to locate these two sets	
	_
	Date:
Authorized Signature(s) - (Not required if authorization by pho	one by K&K)
	Date:
Authorized Signature(s) - (Not required if authorization by pho	
EXPLANATION OF CHECK NUMBERS	
Bank Routing Number - This is a nine digit number separated by a bar and a colon I: 123456789 I:	YOUR NAME 1234 Main Street Anywhere, OH 00000 DATE
2. Account Number - This number may appear as	
the second, first or third series of numbers.	PAY TO THE ORDER OF DOLLARS
the second, first or third series of numbers. Please read carefully.  3. Check Number - Matches number in the upper	DOLLARS
<ul> <li>the second, first or third series of numbers.</li> <li>Please read carefully.</li> <li>3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH.</li> </ul>	ROUTING ACCOUNT CHECK
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### FRAUD WARNING

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.

NOTICE TO APPLICANTS: 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 ACT, WHICH IS A CRIME, AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ALABAMA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION, FINES, OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

NOTICE TO ARKANSAS, LOUISIANA, RHODE ISLAND, AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: 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 AUTHORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: 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.

NOTICE TO FLORIDA APPLICANTS: 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. NOTICE TO KANSAS APPLICANTS: 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 THAT 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.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE 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.

**NOTICE TO MAINE APPLICANTS:** 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 OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO 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.

**NOTICE TO MINNESOTA APPLICANTS:** A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

### FRAUD WARNING (continued)

NOTICE TO NEW YORK APPLICANTS: 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 SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: 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.

NOTICE TO OREGON APPLICANTS: 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, MAY BE GUILTY OF A FRAUDULENT ACT, WHICH MAY BE A CRIME, AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOW-INGLY 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.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: 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.

**NOTICE TO VERMONT APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAYBE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.