

PROGRAM DESCRIPTION

The Outfitters & Guides Risk Purchasing Group program has been designed to provide **General Liability** and **Inland Marine** coverage for outfitters and guides whose primary activities are a combination of the following: (This excludes auto coverage of any kind.)

ELIGIBLE OPERATIONS

- Back-country skiing
- Backpacking
- Bicycling Tours (less than 50 miles)
- Camping/Owned campgrounds
- Canyoneering
- Classroom instruction
- Cross-country skiing
- Eco Tours
- Fishing (guided)
- Fishing (non-guided)
- Hiking (guided)
- Hunting (guided)
- Kayak/Canoe rentals
- Livery, shuttle or transport services for your own operation
- Mountain biking
- Mountaineering/Rapelling
- Non-motorized watercraft/tube rental-only operations (non-guided)
- Owned lodges/Cabins
- Paddleboarding/SUP
- Paddlefit
- Paddling schools
- Retail sales
- Rock climbing
- Skimboarding
- Shoreline sailing (less than a mile from shore)
- Snorkeling
- Snowshoeing
- Surfing
- Water operations:
Class I, II, III rivers, flatwater, sea kayaking & canoe (guided)
- Windsurfing

INELIGIBLE OPERATIONS

- ATV/Gators/Utility vehicle
- Climbing/Rapelling man-made structures
- E-Foils
- Electric bike tours/rentals
- Equine/Saddle animals
- Fishing charters
- Full service restaurant
- Guided water options Class: IV, V
- Homemade Watercraft/Flotation Devices
- Hot Tubs
- Hunting (non-guided)
- Ice climbing
- International rock, mountain climbing & canyoneering
- Jet skis/Wave runners
- Land sailing/Sand yachting
- Liquor/alcohol sales
- Livery, chartering, shuttling, transportation services of others and/or their property
- Motorized/Electric bicycles and scooters
- Motorized watercraft rental (non-guided)
- Outdoor/Wilderness Survival Schools
- Riverboarding/Riversledging
- Sauna/Spa
- Scooter rental
- Scuba
- Self-Service rental kiosks
- Skating: Ice, Inline, Roller
- Snowmobile
- Spear fishing
- Stand-alone bike rental
- Stand-alone pontoon/boat rental
- Stand-alone ski equipment rental
- The sale, distribution, and/or refilling of propane and/or propane tanks
- Any water-related activities conducted more than one mile from shore

Note: • To be eligible for this program, the client must have been in business for at least one year or have three years equivalent experience. In addition, total gross receipts for the business must be less than \$750,000 and retail cannot exceed 80% of the total receipts, owned lodging/camping cannot exceed 50% of total receipts, campgrounds cannot exceed 50% of total receipts, cross country skiing cannot exceed 20% of total receipts, snorkeling cannot exceed 10% of total receipts, and shoreline sailing cannot exceed 10% of total receipts. Call 1-800-440-5580 to discuss other options.

Also covered are the following incidental activities: Retail sales of merchandise and equipment; participation for food/beverage services; athletic courts; participation in demonstration days, trade shows or events, but only for an activity designated as a covered activity; equipment rental for activities designated as a covered activity; office exposures for covered activities, motorized watercraft (less than 250hp) for one of these covered designated activities and camping.

LIABILITY COVERAGE AND LIMITS

General Aggregate Limit	\$5,000,000	Each Occurrence Limit	up to \$3,000,000
Products-Completed Operations Aggregate Limit	up to \$3,000,000	Fire Damage Limit	\$ 300,000
Personal & Advertising Injury	up to \$3,000,000	Medical Payments	EXCLUDED

NOTABLE EXCLUSIONS

- Abuse & molestation
- Aircraft/Hot air balloon
- Airport
- All skiing (except cross-country)
- Amusement device
- Archery/skeet/trap/pistol ranges
- Asbestos
- ATV/Gators/Utility vehicle
- Bungee
- Class IV and V whitewater rivers
- Climbing/Rapelling man-made structures
- Climbing walls, indoor rock climbing gyms
- E-Foils
- Electric bike and scooter rentals/Tours
- Employment practices
- Equine/Saddle animals
- Fireworks
- Fishing charters
- Fungus
- Ice climbing
- Injury or death to animals
- Jet skis/Wave runners
- Livery, chartering, shuttling, transportation services of others and/or their property
- Motorized vehicles
- Outdoor/Wilderness Survival Schools
- Owned pools or beaches
- Products Exclusion: Homemade Watercraft/Flotation Devices
- Professional liability for skills assessment and certification of students.
- Public storage operations
- Ropes/challenge courses
- Sailboat racing and stunting
- Securities & financial interest
- Self-Service rental kiosks
- Scooter rentals/Tours
- Skating: Ice, Inline, Roller
- Snow sleds, snowmobiles
- Special events sponsored by the insured
- Sponsorship of races including but not limited to adventure races
- Stand-alone bicycle rental
- Stand-alone pontoon/boat rental
- Stand-alone ski equipment
- Watercraft/powerboats when testing, stunting, racing, or practicing
- Any water-related activities conducted more than one mile from shore

IMPORTANT PROGRAM INFORMATION

1. You will be notified by K&K if, for any reason, your submission to this insurance program is declined or determined to be ineligible for coverage, and your premium payment will be returned or refunded.
2. If your enrollment is accepted, coverage documents will be issued by K&K Insurance.
3. Coverage will become effective the date after the enrollment form and premium payment are received and approved by K&K, or on a later date that you may specify. Premiums are 100% fully earned and non-refundable once coverage begins.
4. Coverage is provided on an annual basis.
5. Please allow 10 days for processing.
6. You may quote and purchase through our website for immediate coverage.
7. Certificate requests must be submitted in writing by fax or email from the named insured or insured's agent. Please allow time for processing. If your original purchase was made through our website, you may return there to issue additional certificates.
8. Any exposure changes that deviate from the original enrollment form must be submitted in writing by fax or email from the named insured or the insured's agent.

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. You may request a copy of the full policy by submitting a written request to K&K Insurance Group.

GENERAL LIABILITY COVERAGE

• All rates contemplate the inclusion of terrorism coverage • No deductible for general liability

COVERAGES AND LIMITS

NON-MOUNTAINEERING - A

Coverage (choose one)	A-1	A-2	A-3
Commercial General Liability (CGL) Each Occurrence	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000
General Aggregate (other than Products-completed Operations)	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Products-completed Operations Aggregate	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000
Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 300,000	\$ 300,000	\$ 300,000
Medical payments	Excluded	Excluded	Excluded
Rate for Non-Mountaineering Minimum Earned Premiums	\$.030 \$ 1,050.00	\$.061 \$ 2,175.00	\$.066 \$ 2,440.00

MOUNTAINEERING - B

Coverage	B
Commercial General Liability (CGL) Each Occurrence	\$ 1,000,000
General Aggregate (other than Products-completed Operations)	\$ 5,000,000
Products-completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 300,000
Medical payments	Excluded
Rate for Mountaineering Minimum Earned Premiums	\$.062 \$ 2,625.00

* Please contact us if higher limits are needed *

EXCLUSIONS - GENERAL LIABILITY

Abuse and molestation; Activities involving homemade watercraft/flotation devices; Aircraft/Hot air balloon; Airport; All skiing (except cross-country, telemark and snowshoeing); Amusement device (arising out of the ownership, operation, maintenance or use of any "amusement device". For purposes of this exclusion, "amusement device" means any device or equipment a person rides for enjoyment, including but not limited to, any mechanical or non-mechanical ride, slide or water slide including any ski or tow when used in connection with water slide, moonwalk or moon bounce, bungee operation or equipment. "Amusement device" does not include any video arcade or computer game); Archery/skeet/trap/pistol ranges; Asbestos; ATV/Gator/Utility vehicles; Boulderling; Bungee; Class IV and V whitewater rivers; Owned pools or beaches; Climbing/Rapelling man-made structures; Climbing walls; Indoor rock climbing gyms; E-Foils; Employment practices; Equine/Saddle animals; Fireworks, Fishing charters, Fungus, Injury or death to animals; Motorized vehicles; Outdoor/Wilderness Survival Schools; Ice climbing; Land sailing/Sand yachting, Livery, chartering, shuttling, transportation services of others and/or their property Professional liability; Public storage operations; Punitive Damages; Ropes/challenge courses; Sailboat racing and stunting; Skating: Ice, Inline, Roller; Securities and financial interest; Self-Service rental kiosks; Snow sled (Arising out of the ownership, operation, maintenance, use, loading or unloading any equipment or device used for snow sledding, including but not limited to, any inflatable tube, saucer, sled, toboggan or bobsled. This exclusion does not apply when such equipment or device is used by you, your employee or ski patrol to provide emergency rescue or first aid); snowmobiles (Arising out of the ownership, operation, maintenance, use, loading or unloading of any snowmobile); Special events supported by the insured; Sponsorship of races including but not limited to adventure races (including but not limited to the participation in or sponsoring any Mud Runs or Tough Mudder Events); Stand-alone ski equipment and/or bicycle rental, Electric bike and scooter tours or rentals; Watercraft/powerboats when testing, stunting, racing, or practicing; Zip Lines; Jet skis/wave runners; Scooter rentals/tours; and Auto coverage of any kind. Any water-related activities conducted more than one mile from shore.

FREQUENTLY ASKED QUESTIONS

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

Coverage can be bound the date after we receive a completed enrollment form and the appropriate premium. Please allow 10 days for us to process your enrollment form and issue certificates.

2. When should we make our coverage effective?

The effective date is the date you need your insurance to start. For many, this is the day your season begins. If you are renewing coverage with us, use the expiration date of your existing coverage. Coverage will be in effect for one year.

3. What information should the waiver contain? Who should approve the waiver form and its content? Do we send in the signed waivers or keep them in our record database?

We have provided a sample waiver for your review on page 11. Final wording should be as directed by your attorney/legal counsel, but should observe the principles represented within the sample waiver. Minor participants should sign the waiver as well as the minor's parent or guardian. You should keep all signed waivers in case of a claim, at which time a copy of the signed waiver will be requested from the claims adjuster.

4. What does "stand-alone ski equipment" and/or "bicycle rental" mean?

If all you offer is the rental of ski equipment and/or bikes, then coverage cannot be placed with K&K Insurance.

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

You will receive a certificate of insurance as proof of coverage. Coverage is offered exclusively through Sports, Leisure and Entertainment Risk Purchasing Group (RPG). The RPG Program receives a master policy from the company. Submission of this enrollment form confirms your desire to receive coverage through the RPG Program. Each member receives their own certificate of insurance as their evidence of coverage. The limits of insurance apply individually to each insured member organization-there are no shared limits of liability with any other members. A copy of the RPG master policy can be requested in writing to: K&K Insurance Group, Inc., P.O. Box 2338, Fort Wayne, IN 46801-2338, or by email at OandG@kandkinsurance.com.

The certificate issued to each member will include the member's name, effective date and is evidence of coverage.

EASY WAYS TO ENROLL FOR COVERAGE

WEB Receive coverage immediately online at www.outfittersguides-kk.com

OR

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

FAX 1-260-459-5502

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

NOTE: If you are working with a licensed insurance agent, please submit your enrollment form to them. They will enroll for coverage on your behalf using one of the above options.

FOR SERVICE REQUESTS ONLY

E-MAIL OandG@kandkinsurance.com

QUESTIONS Call 1-877-783-1161

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. We reserve the right to decline any request for coverage.

INSURED INFORMATION

☐ I am a new account ☐ I am renewing coverage

Named insured (as it should appear on the policy): _____
(the legal name of the organization or business, typically the name that would appear on any contracts or agreements)

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

Mailing address: _____

City: _____ State: _____ Zip: _____

Contact name: _____ Phone: (_____) _____

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

E-mail address: _____ Web site address: _____

Physical address of the primary operations: _____

Insured is: ☐ Individual ☐ Corporation ☐ LLC ☐ Joint venture ☐ Partnership

Associations that you are a member of: _____

FOR NEW ACCOUNTS ONLY

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

EFFECTIVE DATE

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: ____/____/____ ☐ Renew my coverage on this date: ____/____/____

UNDERWRITING QUESTIONS

- Have you been in business over one year? ☐ Yes ☐ No If yes, how many years? _____
If no, please indicate years of equivalent experience: _____
- Do you require that each customer sign an individual waiver and release of liability and have a parent/legal guardian sign the waiver and release for customers under legal age? ☐ Yes ☐ No (sample attached, page 11)
- Have you had any losses or claims in the last five years? ☐ Yes ☐ No
If yes, please describe: _____ Date of loss: _____
- Have you or any of the guides you employ or subcontract ever been involved in an incident which resulted in serious injury or death? ☐ Yes ☐ No
If yes, please describe: _____ Date of incident: _____

UNDERWRITING QUESTIONS CONTINUED

5. In the past five years, have you or any of your staff (employees, volunteers, subcontractors, etc.) had any infractions, fines, or citations from any applicable authority (Parks Service, Forest Service, City, State, etc.)? This includes but is not limited to having you or a staff members' license(s) suspended or revoked. ☐ Yes ☐ No
 If yes, please describe: _____ Date of infraction, fine or citation: _____
6. Do you plan to sponsor, hold, or otherwise be involved in any type of event, other than participation in demonstration days or trade shows? ☐ Yes ☐ No
 If yes, please describe: _____ Date of event _____
 If yes, is event covered elsewhere? ☐ Yes ☐ No
7. Do you have any owned lodges/cabins? ☐ Yes ☐ No
 If yes, are there smoke alarms/detectors in each sleeping area? ☐ Yes ☐ No
 Number of cabins? _____
8. Do you have any motorized watercraft with an engine greater than 250 HP? ☐ Yes ☐ No
If yes, this is not acceptable in this program.
9. Are helmets required to be worn for biking/mountain biking? ☐ Yes ☐ No ☐ N/A
10. Do you use trailers, either attached or detached in your business? ☐ Yes ☐ No
If yes, you would need a business auto policy, as they are not covered under this program.
11. Do you use equine/saddle animals, ATV, or snowmobiles for hunting or other operations? ☐ Yes ☐ No
If yes, this is not acceptable in this program.
12. Do you provide car rack installation or alter vehicles in any way? ☐ Yes ☐ No
If yes, this is not acceptable in this program.
13. Do you provide livery, shuttle or transport services for your own operation? ☐ Yes ☐ No
14. Do you provide livery, chartering, shuttling or any other transporting services for **others and/or their property**? ☐ Yes ☐ No
If yes, this is not acceptable in this program.
15. Do you conduct any water-related activities more than one mile from shore? ☐ Yes ☐ No
If yes, this is not acceptable in this program.
16. Are any of the watercraft/flotation devices homemade, or have any watercraft/flotation devices been modified/constructed by you? **If yes, this exposure is not acceptable in this program.** ☐ Yes ☐ No

INSURED OPERATIONS

Please select all activities that apply to your operation.

NON-MOUNTAINEERING

- | | |
|--|--|
| <ul style="list-style-type: none"> ☐ Back-country skiing (must be 20% or less of total revenues) ☐ Backpacking ☐ Bicycle rental (not electric or stand-alone) ☐ Bicycling Tours (less than 50 miles) ☐ Campgrounds (must be 50% or less of total revenues) ☐ Camping ☐ Cross-country skiing (must be less than 20% of total revenues) ☐ Eco tours ☐ Fishing (guided) ☐ Fishing (non-guided) ☐ Guided water operations: Class I, II, III rivers, flat water, sea kayaking/canoe ☐ Hiking ☐ Hunting (guided) ☐ Kayak/Canoe/Paddleboard, SUP, rafts, rental operations (non-guided) | <ul style="list-style-type: none"> ☐ Livery, shuttle or transport services for your own operations ☐ Non-motorized watercraft/tube rental operations (non-guided) ☐ Owned lodges/cabins (must be 50% or less of total revenues) ☐ Paddlefit ☐ Paddling/Paddleboarding (includes stand up paddleboarding) ☐ Retail sales (must be 80% or less of total revenues) ☐ Shoreline/sailing - 20 ft. or less boat length (must be 10% or less of total revenues) ☐ Skimboarding ☐ Snorkeling (must be 10% or less of total revenues) ☐ Snowshoeing ☐ Surfing ☐ Windsurfing |
|--|--|

MOUNTAINEERING

☐ Rock climbing/Mountaineering/Canyoneering

☐ Mountain biking

CALCULATION

1. If the total premium calculates to less than the minimum premium, the total premium due is the minimum premium shown.
2. If the total premium calculates to more than the minimum premium, the total premium due is the premium that was calculated.
3. If you have non-Mountaineering and Mountaineering types of exposures, you must complete options A-1 and B; the \$2,625 minimum premium applies.
4. If you have only Mountaineering exposures, just complete Option (B); the \$2,625 minimum premium applies.
5. If you have only Non-Mountaineering exposures, just complete one of the (A) options; the minimum premium is as shown.
6. Round all calculations to the nearest dollar.

NON-MOUNTAINEERING - A

Options	All States	Rates/Premium Calculation
☐ A-1	\$.030	Minimum premium is \$1,050 $\frac{\text{Rate}}{\text{Rate}} \times \frac{\text{Total receipts}}{\text{Total receipts}} = \$ \frac{\text{Premium}}{\text{Premium}} \text{ (A)}$
☐ A-2	\$.061	Minimum premium is \$2,175 $\frac{\text{Rate}}{\text{Rate}} \times \frac{\text{Total receipts}}{\text{Total receipts}} = \$ \frac{\text{Premium}}{\text{Premium}} \text{ (A)}$ Not available if you have Mountaineering type exposures
☐ A-3	\$.066	Minimum premium is \$2,440 $\frac{\text{Rate}}{\text{Rate}} \times \frac{\text{Total receipts}}{\text{Total receipts}} = \$ \frac{\text{Premium}}{\text{Premium}} \text{ (A)}$ Not available if you have Mountaineering type exposures

MOUNTAINEERING - B

Options	All States	Rates/Premium Calculation
☐ B	\$.062	Minimum premium is \$2,625 $\frac{\text{Rate}}{\text{Rate}} \times \frac{\text{Total receipts}}{\text{Total receipts}} = \$ \frac{\text{Premium}}{\text{Premium}} \text{ (B)}$

	Rates/Premium Calculation
TOTAL PREMIUMS C	Non-Mountaineering (Options A-1, A-2, or A-3) Premium \$ _____
	Minimum Premiums are shown above
	Mountaineering (Option B) Premium \$ _____
	Minimum Premium \$2,625
	Both Non-Mountaineering & Mountaineering (Option A-1 & B) Premium \$ _____
	Minimum Premium \$2,625

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)

EQUIPMENT & CONTENTS (INLAND MARINE) OPTIONAL COVERAGE

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

THIS COVERAGE IS NOT AVAILABLE FOR THE STATE OF NEW YORK AND VERMONT.

This option provides coverage for direct loss or damage to your supplies and equipment, furnishings, improvements and betterments, signs and nonstructural glass due to fire, theft, vandalism or other covered causes (subject to actual policy terms and conditions.)

Notable Exclusions: Earthquake, Water/Flood, Wind/Hail

• Do you have any individual items valued at more than \$5,000?

☐ Yes ☐ No

(If yes, please call 1-800-440-5580 as you are not eligible for Inland Marine coverage for this program. No single item valued over \$5,000 individually is acceptable.)

Step 1: Provide values for categories below

Supplies and Inventory such as office supplies and items for sale \$ _____

Equipments and Contents such as; canoes, kayaks, life jackets, hiking equipment, and other equipment or contents that are used in the operations being covered in this policy. \$ _____

Improvements & Betterments (items you have installed or altered at your expense, such as flooring, mirrors, ceiling tile, window treatments, lighting, shelving, etc.) Receipt of purchase is required at the time of loss to show verification of purchase. \$ _____

Signs (indoor or outdoor) \$ _____

Misc. Equipment - (describe equipment) \$ _____

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

Step 2: Calculate premium

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

Equipment and Contents Premium

☐ **My total replacement value is between \$1 – \$10,000** (\$250 deductible will apply)

Rates: All States except AK, CA, HI, LA, NE = \$.0288 States: AK, CA, LA, NE = \$.050 Hawaii Applicant = \$.0137

\$ _____ x \$ _____ = \$ _____ \$ _____ (C)
Rate Total Replacement Value Equipment and Contents Premium
(Total premium or \$500, whichever is greater, rounded to the nearest dollar)
Does not apply to CA.

☐ **My total replacement value is over \$10,000** (\$10,001 - \$100,000 value = \$1,000 deductible and \$100,001+ = \$2,500 deductible)

Rates: All States except AK, CA, HI, LA, NE = \$.0258 States: AK, CA, LA, NE = \$.0134 Hawaii Applicant = \$.0123

\$ _____ x \$ _____ = \$ _____ \$ _____ (C)
Rate Total Replacement Value Equipment and Contents Premium
(Total premium or \$500, whichever is greater, rounded to the nearest dollar)
Does not apply to CA.

GENERAL LIABILITY - ADDITIONAL INSURED

Additional Insureds List the name and mailing address of any entity requiring a Certificate of Insurance evidencing them as an Additional Insured, and indicate their relationship to you. Certificates will be mailed to you. If a copy is to be delivered directly to the Additional Insured entity, please provide a fax number or email address for delivery.

Name: _____ Relationship to you: ☐ Land owner for activities

Address: _____ ☐ Permit grantors

☐ Owner, manager or lessor of the premises ☐ Vendor (to be used for entities that advertise your services such as hotels/motels) ☐ Client (to be used for an organization or group that you are guiding or renting equipment to)

☐ 1099 Subcontracted employee

(Optional) Delivery by fax to: _____ or e-mail to: _____

Type of Activity: _____ Date of Activity: _____

Name: _____ Relationship to you: ☐ Land owner for activities

Address: _____ ☐ Permit grantors

☐ Owner, manager or lessor of the premises ☐ Vendor (to be used for entities that advertise your services such as hotels/motels) ☐ Client (to be used for an organization or group that you are guiding or renting equipment to)

☐ 1099 Subcontracted employee

(Optional) Delivery by fax to: _____ or e-mail to: _____

Type of Activity: _____ Date of Activity: _____

Name: _____ Relationship to you: ☐ Land owner for activities

Address: _____ ☐ Permit grantors

☐ Owner, manager or lessor of the premises ☐ Vendor (to be used for entities that advertise your services such as hotels/motels) ☐ Client (to be used for an organization or group that you are guiding or renting equipment to)

☐ 1099 Subcontracted employee

(Optional) Delivery by fax to: _____ or e-mail to: _____

Type of Activity: _____ Date of Activity: _____

EQUIPMENT & CONTENTS - LOSS PAYEE

Loss Payee: (if other than named insured)

Name: _____ Contact name: _____

Mailing address: _____ City: _____ State: _____ Zip: _____

Please identify item(s): _____

Loss Payee: (if other than named insured)

Name: _____ Contact name: _____

Mailing address: _____ City: _____ State: _____ Zip: _____

Please identify item(s): _____

Loss Payee: (if other than named insured)

Name: _____ Contact name: _____

Mailing address: _____ City: _____ State: _____ Zip: _____

Please identify item(s): _____

TOTAL PREMIUM SUMMARY

General Liability Premium (from page 7)	\$ (C)
Equipment and Contents Premium (from page 8)	\$ (D)
Total Premium Due (add lines C + D)	\$ (E)
Risk Purchasing Group Administration Fee (MANDATORY)	\$ 35.00 (F)
Total Due (add lines E and F)	\$

INSURANCE AGENT INFORMATION

PLEASE SUBMIT APPLICATION AND PAYMENT TO AGENCY SHOWN BELOW IF APPLICABLE

To be completed only if licensed insurance agent is submitting this form

Agency name: _____

Agency mailing address: _____

City: _____ State: _____ Zip: _____

Agent/contact name: _____

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

Agent/contact e-mail address: _____

Do you have existing business with K&K Insurance? ☐ Yes ☐ No FEIN # _____

For additional information regarding other programs, log onto our web site at www.kandkinsurance.com.

(For K&K use only) Agency ID# _____

Note: Agents do not have authority to issue binders or certificates of insurance on behalf of this program. Please remit agency gross payment. Outside premium finance is acceptable, minimum premium is fully earned.

MAKING YOUR PAYMENT

Mailing Instructions: Please refer to page 4, "Easy ways to enroll for coverage".

In order to avoid a delay in processing, prior to mailing, please check each box.

- ☐ All questions/sections of the enrollment form have been answered/completed.
- ☐ The Warranty Statement section is signed. ☐ The required premium payment has been provided.

Making Your Payment: Please check payment option. **THERE ARE NO PAY PLANS AVAILABLE.**

- ☐ Check: Please make check payable to K&K Insurance Group, Inc. Enclosed is check # _____ for \$ _____
- ☐ Credit Card: **For your security, we cannot accept credit card payments via e-mail. Please fax or mail only.**

I authorize K&K Insurance to charge my premium payment to my credit card in the amount of \$ _____

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS

Card Number: _____

Reference Number (last 3 digit # on back of card): _____ Expiration Date: _____

Print Name (as on card): _____

Cardholder Signature: _____

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

PARTICIPANT RELEASE OF LIABILITY AND REQUIREMENT:

A Waiver/Release Assumption of Risk form **MUST** be signed by **ALL** participants and the named insured is required to keep records of all signed waivers. 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/Named Insured (as shown on policy/certificate) : _____

Participant Name: _____

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, 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 known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. 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 immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE _____, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability 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 fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____

Participant's Signature

Age _____

Date _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____

Parent/Guardian Signature

Date _____

Emergency Phone Number(s) _____

NOTE: This is a SAMPLE WAIVER FORM only. Final wording should be as directed by the insured's counsel, but must observe the principles represented within the above. VG-77 (10/04)

Outfitter and Guides RPG Minimum Underwriting Guidelines

Must be signed for Non-Mountaineering exposures.

Please return with application and payment

1. A Waiver & Release of Liability, provided by you, will be signed by and obtained from all customers. In addition to the customer's signature, the form must have a parent's or a legal guardian's signature if the customer is under legal age. ONE WAIVER PER CUSTOMER IS A REQUIREMENT; ROSTER WAIVERS ARE NOT ACCEPTABLE. All waivers must be kept for a minimum of 7 years.
2. Customers will be fitted and provided with a United States Coast Guard approved flotation device for all water-related activities.
3. The primary/lead guide on a trip must be at least 21 years of age and have a minimum of two years of guiding experience. The guides and assistant guides must follow any state certification requirements when applicable. Any exception to this guideline must be referred to and approved by K&K.
4. The guide-to-customer ratios will not exceed ten (10) customers to one (1) guide.
5. Each guided trip must have one guide with the following certifications: cardiopulmonary resuscitation, first aid. Water rescue training and certification, where available, is required if a water activity is involved.
6. Each guided trip must have the following equipment: adequately stocked first aid kit, emergency communication devices such as cell phones, two-way radios, mirrors, whistles, flags, flares.
7. Alcoholic beverages or illegal substances are not permitted to be brought in or consumed by participants and/or guests.
8. Any customer, guide or staff member who is, or appears intoxicated or under the influence of illegal or controlled substances will not be allowed on board any watercraft or tube and not be allowed to participate in any other covered activity.
9. Guide/Operator will verify that the required state hunting and fishing licenses are in place.
10. Guide/Operator will follow all state requirements with regards to hunting and fishing seasons including fishing catch limits, hunting bagging limits, protective equipment such as orange vests and type of firearm/weapon used and any education/age requirements.
11. Equipment maintenance/inspection procedures must be in place.
12. All employees and customers will be fully informed of these requirements and will agree to enforce and adhere to them.

NOTE: Any deviation from these guidelines must be documented and submitted to K&K along with the application for consideration and receive written approval for the exception from K&K.

I understand that the insurance company in determining whether to provide insurance coverage will rely on the information contained in the application 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.

Applicant's Signature

Producer's Signature (if applicable)

Applicant's Name (print)

Producer's Name (print)

Date (MM/DD/YY)

Date (MM/DD/YY)

Outfitter and Guides RPG Minimum Underwriting Guidelines

Must be signed for Mountaineering activities, such as Rock climbing, Canyoneering and Mountain climbing exposures. Please return with the application and payment.

The following guidelines have been established as minimum requirements for this program.

1. A waiver & release of liability form, provided by you, recognizing the dangers of mountaineering will be signed by and obtained from all customers. The form must have a parent's or legal guardian's signature if the customer is under legal age. One waiver per customer is a requirement. Roster waivers are not acceptable.
2. All participants are required to wear an industry-approved helmet at all times.
3. An operations manual will be forwarded for all activities and is subject to K&K approval. It will contain the minimum sections/information as follows: Emergency weather condition procedures, length of trip, sanitation, water purification, evacuation, climbing procedures, minimum guide experience and customer safety orientation. This manual may be abbreviated for climbing walls.
4. Guide standards: All guides will be at least 21 years of age with a minimum of two years guiding experience. Submit a resume with three (3) references to K&K for any exceptions. If guides are allowed to drive students and other climbers to the climbing site, a motor vehicle report (MVR) must also be submitted to K&K for consideration of an exception to the age and experience criteria.
5. Senior Guide Minimum Medical Qualifications: Advanced first aid or more advanced medical training for all activities (note: medical supplies suitable to the degree of training of the responsible person must be carried at all times).
6. Volunteer Trip Leaders of Clubs Minimum Medical Qualifications: Basic first aid certification.
7. All technical climbing equipment used should be manufactured to standards similar to those established by the Union Internationale des Associations d'Alpinisme (UIAA). All other equipment should be purchased from a vendor that has significant knowledge of the climbing equipment manufacturers.
8. Alcoholic beverages or illegal substances are not permitted to be brought in or consumed by participants and/or guests.
9. Any customer, guide, or staff member who is, or appears to be, intoxicated or under the influence of alcohol, or an illegal or controlled substance, will not be allowed to participate in any mountaineering or related activities.
10. All employees and customers will be fully informed of these requirements and will agree to enforce and adhere to them.

NOTE: Any deviation from these guidelines must be documented and submitted to K&K along with the application for consideration and receive written approval for the exception from K&K.

NOTE: Any deviation from these guidelines must be documented and submitted to K&K along with the application for consideration and receive written approval for the exception from K&K.

I understand that the insurance company in determining whether to provide insurance coverage will rely on the information contained in the application 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.

Applicant's Signature

Producer's Signature (if applicable)

Applicant's Name (print)

Producer's Name (print)

Date (MM/DD/YY)

Date (MM/DD/YY)

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 CA: For your protection, California law requires that you be advised of the following:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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.

PLEASE READ AND COMPLETE THE BELOW,
if you do not wish to receive documents via email and prefer another method of document delivery

Consent for Electronic Transactions

The Electronic Signatures in Global and National Commerce Act 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.

As part of your participation in this program you will receive all documentation, including but not limited to, the insurance quotes, policies, certificates, endorsements, and invoices (if applicable), by electronic means. If permitted by your state, you may also receive conditional renewal notices, cancellation, or non-renewal notices via electronic delivery.

To obtain, download, and view all policy documentation electronically you must have the following hardware or software in place.

- A personal computer capable of receiving, accessing, and displaying or printing or storing communications and documents received in an electronic form.
- Adobe PDF Reader version
- System requirements: OC: Windows 7 or higher, Internet Explorer v11 or higher, Firefox v45.7 or higher, Chrome v40 or higher; OS: Mac OS x 10.9 or higher, Safari 9.0 or higher, Firefox v45.7 or higher, Chrome v40 or higher.

By agreeing to receive documents electronically, you are affirming that your computer system meets the hardware and software requirements for receiving all related documents. If documents are provided through a website or portal, you should download and store all such documents. For persons who receive electronic documents via email, these documents will be delivered to the email address on file. Upon receipt of your emailed documentation please save a copy on your own device.

You agree to notify us promptly if your mailing address, e-mail address or other delivery information changes by calling 800-637-4757 or mailing us at K&K Insurance, PO Box 2338, Fort Wayne, IN, 46801-2338. We will endeavor to provide a notice to you in the event of any changes regarding hardware or software requirements necessary to receive documents and other related documents electronically. However, it is your duty to notify us if you are unable to access the documentation made electronically available to you.

We may at our sole discretion discontinue availability of electronic delivery at any time, without further notice to you. At any time, you may request a paper copy of your documents in lieu of electronic delivery. You may withdraw your consent to receive electronic documentation by sending a request in writing to us at K&K Insurance, PO Box 2338, Fort Wayne, IN, 46801-2338. Until receipt of such withdrawal, you will continue to receive all documentation electronically.

This consent is voluntary, by accepting, you signify that you consent to these terms of electronic document delivery via email or other electronic media in connection with your insurance documents, whether such delivery is made on its own behalf and/or on behalf of an organization or other third party. You further represent and warrant that if consenting on behalf of an organization or third party, you have the requisite authority to provide such consent, and that you and the organization have the requisite hardware and software to receive and acknowledge receipt of electronically delivered Documents.

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.

I AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY. SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY EVEN INCLUDE CANCELLATION OR NONRENEWAL NOTICES.

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, and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of any fee charged 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 on any alternative quotes presented to the purchaser by the producer, by emailing a written request to warranty@kandkinsurance.com.

Premiums paid by clients to K&K for remittance to insurers and any funds 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. In addition to retail commissions, K&K and its affiliates may receive additional forms of compensation from insurers and third parties including but not limited to: contingencies, overrides, bonus commissions, national additional commissions, wholesale commissions, subscription market brokerage charges, referral fees and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against a fee or any other compensation earned hereunder.

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 Client Group Member 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 plc, 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 <https://www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship> for more information.

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.

Applicant name (from page 5): _____

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

Printed name: _____ **Title:** _____

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