

## **HEALTH CLUB-LIMITED SERVICES PROGRAM**

Insurance Program and Enrollment Form This brochure is valid for effective dates of 10/1/24 through 12/31/24

Higher liability limits are available immediately online at www.fitnessinsurance-kk.com

## PROGRAM DESCRIPTION

This program has been designed for U.S.-based owners and operators of health clubs offering programs and services that may include personal training, aerobics, yoga, pilates, free weights, resistance machines, cardio machines and a variety of exercise classes for members. Coverage provided includes important liability protection for the health club, including its employees, for liability claims arising out of the operations of the health club. Note: coverage does not extend to independent contractors of the health club unless the optional coverage available with this program is purchased.

Optional coverages available under this program include liability for independent contractors and coverage for equipment and contents of the health club.

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

## **INELIGIBLE OPERATIONS**

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

- · Unattended/unstaffed 24 hour key card/key pad/key code access operations or unattended/unstaffed operations \*
- · Annual sales more than \$500,000
- Childcare/babysitting services/facilities
- Climbing walls
- CrossFit® Affiliate Owners and/or CrossFit® programs/activities\*
- Dance, gymnastics, cheer and martial arts schools/studios \*
- Facilities outside of the U.S.
- · Ice skating, roller skating or skating treadmills
- · Medical, therapy or health care services
- · Parkour/Ninja/Obstacle course programs or facilities
- Physical therapy
- Physicals or stress testing
- Programs specifically designed for health disorders/diseases unless reported to and approved
- Salon services or indoor tanning
- · Saunas or steam rooms
- Sports medicine
- Sports rehabilitation services/therapy
- · Sports skills instructional facilities, academies, schools or programs
- · Swimming pools, hot tubs, whirlpools, jacuzzis or cold plunge

\*For information regarding eligibility for dance, gymnastics, cheer, martial arts schools/studios, CrossFit® Affiliate Owners and 24 hour fitness facilities, please contact us.

## **ELIGIBLE OPERATIONS**

U.S.-based health clubs with annual sales of \$500,000 or less qualify for this program

Note: Health clubs that offer programs and services that are not eligible for this program should contact us for other available insurance programs.

#### EASY WAYS TO ENROLL FOR COVERAGE

WEB

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

OR

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

FAX

1-260-459-5940

MAIL

Regular: **K&K** Insurance

Fitness RPG Programs

P.O. Box 2338

Fort Wayne, IN 46801-2338

Overnight: K&K Insurance

Fitness RPG Programs 1712 Magnavox Way Fort Wayne, IN 46804

#### FOR SERVICE REQUESTS ONLY

fitnessrpg@aon.com

QUESTIONS Call 1-800-648-6406

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

#### **EXCLUSIONS**

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

- Asbestos
- Abuse, molestation, or exploitation (unless reported to, approved by us, and the appropriate premium paid)
- Acupuncture
- · All operations listed as ineligible
- Amusement devices

   (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks)
- Bodily injury to participants while in a hired auto or non-owned auto
- Communicable disease

- Events, competitions, tournaments, camps/clinics conducted or sponsored by, or on behalf of the insured, unless reported to and approved by us
- Cryogenic chambers/therapy
- Cyber incident, data compromise, and violation of statutes related to personal data
- Cycling (other than stationary)
- · Employment-related practices
- Instruction/activity held on or in open water (e.g.: lakes, ponds, ocean)

- · Massage therapy
- · Multi-passenger vehicles
- Nuclear energy liability
- Sale or distribution of herbal, medicinal and/or nutritional products
- · Sexually transmitted disease
- Training programs for law enforcement, public safety and military personnel
- The sport of boxing (contact/sparring)
- · The sport of wrestling

## **COVERAGES AND LIMITS**

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

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

Coverages	On-site and Off-site Health Club Coverage			
Commercial General Liability Each Occurrence	<b>Opti</b> \$ 1,00	<b>on 1</b> 00,000	<b>Opti</b> \$ 2,00	<b>on 2</b> 0,000
General Aggregate (other than Products-completed Operations)		00,000 ecation		0,000 ecation
Products-completed Operations Aggregate	\$ 1,00	00,000	\$ 2,00	0,000
Personal and Advertising Injury	\$ 1,00	00,000	\$ 2,000,000	
Damage to Premises Rented to You (Fire Legal Liability)	\$ 1,00	00,000	\$ 1,000,000	
Medical Expense (other than participants)	\$ 5,000		\$ 5,000	
Hired Auto Liability and Non-Owned Auto Liability (not available in: IL, LA, UT, VT & WI)	\$ 1,000,000		\$ 2,000,000	
Professional Liability	\$ 1,000,000		\$ 2,000,000	
Bodily Injury to Participants Liability	\$ 1,00	00,000	\$ 2,000,000	
Rates (per \$1,000 of annual sales)	All States, except Hawaii	Hawaii Applicants	All States, except Hawaii	Hawaii Applicants
,	\$ 9.10	\$ 8.75	\$ 13.65	\$ 13.13
Minimum Premiums	\$ 1,100.00	\$ 1,100.00	\$ 1,650.00	\$ 1,650.00

<sup>\*</sup> Visit www.fitnessinsurance-kk.com for Higher Liability Limits \*

Coverage provided under this program includes:

**Commercial General Liability with Enhancement Endorsement** – coverage which protects the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations and personal and advertising injury. Additional or broadening coverages added with the enhancement endorsement are:

Extended Property Damage – Expected or Intended injury resulting from use of reasonable force to protect persons or property, Non-owned watercraft – extended to 58 feet, Property Damage To Borrowed Equipment - \$10,000 each occurrence, Property Damage To Customers' Goods - \$10,000 each occurrence, Broadened Coverage – Damage to Premises Rented to You – definition expanded, Property Damage from Elevator Use, Personal And Advertising Injury From Televised Or Videotaped Material (if not professionally produced), Medical Personnel - \$100,000 Any One Person, Broadened Definition of Insured – Newly acquired or formed organization for up to 180 days, Supplementary payments - \$2,500 bail bonds, \$500 a day loss of earnings, Knowledge or Notice of Occurrence, Unintentional Failure to Disclose all Hazards, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), Mental Anguish Resulting From Bodily Injury, Broadened Definition Of Mobile Equipment, Additional coverages:

- · Emergency Real Estate Consultant Fee \$25,000
- · Identify Theft Exposure \$25,000
- · Key Individual Replacement Cost \$50,000
- · Lease Cancellation Moving Expense \$2,500
- · Temporary Meeting Place \$25,000
- · Terrorism Travel Reimbursement \$25,000
- · Workplace Violence Counseling \$25,000

## **COVERAGES AND LIMITS CONTINUED**

**Damage to Premises Rented to You** – This coverage is solely for the premises, and the contents of such premises, rented to you if the damage is caused by fire, lightning, explosion, smoke and leaks from sprinklers.

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

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

Hired Auto Liability and Non-Owned Auto Liability (not available for facility locations that are in: IL, LA, UT, VT & WI) – coverage which protects the insured against liability claims arising out of the maintenance or use of motor vehicles hired, leased, rented, or borrowed by the insured on a short-term basis, as well as coverage for those autos your organization does not own, lease, hire, rent or borrow that are used in conjunction with your operations. Coverage does not extend to the use of multi-passenger vehicles (designed to carry 9 or more persons), or to bodily injury to participants while in a hired auto or non-owned auto, or to those vehicles that are rented, leased, hired or borrowed on a long-term basis.

### **OPTIONAL COVERAGES AVAILABLE**

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

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

Coverage Conditions:

- 1. You must have commercial general liability coverage for your facility with our Health Club-Limited Services RPG Insurance Program and coverage must follow the same limit option purchased for your location(s).
- 2. Coverage will be effective the day after we receive the request with premium and will expire on the expiration date of your Health Club-Limited Services RPG Insurance Program.
- 3. A U.S.-based instructor age 18 or older conducting private or group instruction on your behalf for any of the following is eligible for this coverage.
  - Acro dance
  - Acrobatic/partner yoga
  - Aerobics
  - Aerial/anti-gravity/suspended yoga (certified instructors only)
- Cardio kickboxing
- Children's fitness programs
- Dance
- Exercise
- Fitness bootcamp
- GYROTONIC®
- Hoop fitness
- Personal training
- Pilates
- $\bullet \ Spinning^{\tiny{\circledR}}$
- Tai chi
- Yoqa
- ZUMBA®
- Tumbling (floor only, no gymnastic apparatus)
- 4. Ineligible instructors or those offering the following operations that are not eligible for this coverage are:
  - · Certified athletic trainers
  - Coaching of organized competitive athletic teams
  - Instructors under the age of 18

- · Instruction of sport skills activities
- Instructor's employment as an exempt or non-exempt employee of a school, university or college
- 5. This coverage is 100% fully earned at inception.
- 6. Contact us for higher limit options.

Rates* (annual) Rates are the same for all applicants	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit
On-site and off-site coverage	\$ 300.00	\$ 450.00

<sup>\*</sup>Operations with more than 10 independent contractors may be subject to additional underwriting and premium.

## **OPTIONAL COVERAGES AVAILABLE CONTINUED**

## **Equipment and Contents Coverage (Inland Marine)**

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

Additional coverages automatically included in the coverage form are

- Business Income with Extra Expense actual loss sustained (up to \$50,000)
- Money and Securities Coverage \$10,000 any one occurrence
- Valuable Papers and Records Coverage \$10,000 on premises / \$2,500 off premises
- Account Receivable Coverage \$10,000 on premises / \$2,500 off premises

- Employee Theft \$5,000 any one occurrence
- Forgery or Alteration \$10,000 any one occurrence Robbery or Safe Burglary of Other Property - \$10,000 inside the premises / \$10,000 outside the premises Additional Acquired Property – up to \$15,000
- · Concession Equipment \$50,000 any one occurrence
- Pollutant Cleanup \$25,000

#### Coverage Conditions:

- 1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your health club with our Health Club-Limited Services RPG Insurance Program.
- 2. Coverage will be effective the day after we receive the proper completed enrollment form with premium and will expire on the expiration date of your Health Club-Limited Services RPG Insurance Program.
- 3. Receipt of purchase is required at the time of loss to show verification of purchase for improvements or betterments
- 4. This coverage may not be available in all states.

Rates	Rates							
Total Value per Location		All States, except Hawaii	Hawaii Applicant Rate	Deductible	Minimum Premium			
\$	1 - \$ 10,000	\$ .033	\$.03	\$ 250	\$ 100.00			
\$	10,001 - \$100,000	\$.0286	\$ .026	\$ 1,000	\$ 100.00			
\$ 1	00,001 +	\$.0286	\$ .026	\$ 2,500	\$ 100.00			

## Sexual Abuse or Sexual Molestation Liability <u>OR</u> Abuse, Molestation, or Exploitation Defense Reimbursement

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

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

#### 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 health club with our Health Club Limited Services RPG Insurance Program.
- 3. Only one option may be purchased.
- 4. This coverage is 100% fully earned at inception.

Rates		
Options	All States, except Hawaii	Hawaii Applicant
Option 1 - \$1,000,000 Sexual Abuse or Sexual Molestation Liability	\$1.82 (per \$1,000 of annual sales) \$150.00 minimum premium	\$1.75 (per \$1,000 of annual sales) \$150.00 minimum premium
Option 2 - \$100,000 Abuse, Molestation, Exploitation Defense Reimbursement	\$100.00 (Flat rate)	\$100.00 (Flat rate)

## FREQUENTLY ASKED QUESTIONS

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

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

## 2. Do I have coverage for virtual training?

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

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

Virtual training/instruction does not extend to any training/instruction that includes gymnastic

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

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

An additional insured is a person or organization not automatically included as an insured under an insurance policy, but who is included or added as an insured under the policy at the request of the named insured. By providing an entity additional insured status, it now is entitled to defense and indemnity (if policy limits have not been exhausted) under your policy with no responsibility for premium payments. You can add an entity as an additional insured under the certificate request section of the enrollment form. Please provide their complete name, address, and relationship to you. All requests must be made in writing.

## 4. 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.



## **Enrollment Form - Health Club-Limited Services Insurance**

This brochure is valid for effective dates of 10/1/24 through 12/31/24

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.

TO AVOID PROCESSING DELAYS, PLEASE: 1. Complete all sections (print legibly)

- 2. Sign and date where required
- 3. Remit completed enrollment form (pages 6 16) with payment

We can offer limits above \$2,000,000. Quotes available immediately for higher limits online at www.fitnessinsurance-kk.com

GENERAL INFORMATION				
O I am a new account O I am renewing my co	overage			
Full legal name of business:				
Note: This is the name that will appear on your Certificate	e of Insurance. If your company is a Sole Pr	oprietorship, the	n this will be your personal name	or DB
	imited Liability Co. O Corporation		•	
Form of business: O Not-for-profit O For-prof				
Mailing address:				
City:		Z	ip:	
Contact name:	Phone: () _			
Cell: ()	Fax: ()			
E-mail:				
(By listing an email address, you are giving us permission Disclosure and Consent)	n to contact you by email about your policy.	Refer to page 1	3 of the application for Electronic	:
Please list locations you own or operate on a 24 (Note: Temporary leased spaces or mobile program sites mobile locations on the certificate request section if evide Location 1:  Street Address	should not be listed here, only your owned	operated location	n sites. You can add temporary	·
Location 2:				
Street Address	City	Stat	e Zip	
DATES				
Annual coverage will begin the day after the con a later date you specify below. (If renewing date of your current policy.)	coverage, please provide the exp		eived and approved by us	, or
O Start my coverage on this date:	//			
BUSINESS INFORMATION				
1. Are employee(s) or a company representative	on site during all open hours?	O Yes	O No	
2. Do you have locations outside of the U.S.?		O Yes	O No	
3. Is your health club a dance, gymnastics, chee	er or martial arts school/studio?	O Yes	O No	

## **BUSINESS INFORMATION CONTINUED**

4. Does your health club have any of the following features or services?				
Childcare/babysitting services	O	res (	O No	
Climbing walls	O	res (	O No	
CrossFit® licensed services	O	res (	O No	
Ice skating, roller skating or skating treadmills	O	res (	O No	
Medical, therapy or health care services	O	res (	O No	
Parkour/ninja/obstacle course programs	O	res (	O No	
Physical therapy, physicals or stress testing	O	res (	O No	
Programs specifically designed for health disorders/diseases	O	res (	O No	
If yes, please describe the program:				
Salon services or indoor tanning	O	res (	O No	
Sports medicine	O	res (	O No	
Sports rehabilitation services/therapy	O	res (	O No	
Sports skills instructional programs	0 \	res (	O No	
Swimming pools, saunas, steam rooms, hot tubs, whirlpools, jacuzzis or cold plunge	O 1	res (	O No	
The exposures/activities listed above are not eligible under this program. If you have answ contact our office to determine if other coverage/program options are available, or visit www.additional fitness insurance programs available.				
Do you have any independent contractors (non-employees) working at your studio/facility?  If yes, how many?	0 )	les (	O No	
6. Does your facility have a ring/cage? (Facilities with rings/cages are subject to additional underwriting questions and	O N		O No )	
7. Does your business operate out of a private residence?			O Yes	O No
If yes: Is there a separate entrance, with no access available to the residential	part of th	ne home?	O Yes	$\bigcirc \ No$
8. Do you have any off-site programs/training?  If yes, please describe:			O Yes	O No
9. FOR NEW ACCOUNTS ONLY				
Do you have current coverage in place?			O Yes	O No
If no, please check/explain:				
O New business operation O Other, please explain:				
If yes:				
a) Name(s) of current carrier(s): E	Expiration	date(s):_		
<ul><li>b) Is your current carrier non-renewing your coverage?</li><li>If yes, why?</li></ul>			O Yes	O No
c) In the past 5 years, have you had any losses?  If yes, please <u>provide</u> current loss runs with at least 5 years of loss In addition, please describe any liability or medical claims over \$5,000 insurance coverage for those years.	history, i			nt year.

K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-648-6406 • Fax 1-260-459-5940 Website www.kandkinsurance.com

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## PROGRAM PREMIUM CALCULATION

### Select an option and calculate premium.

On-site and Off-site Health Club Coverage  Coverage applies to the operations of the health club at their own insured location(s) and also extends to their operations conducted at locations owned/operated by others.					
Option \$1,000,000 C		Option : \$2,000,000 CG			
All States, except Hawaii Rate = \$.0091	Hawaii Applicant Rate = \$.00875	All States, except Hawaii Hawaii Applica Rate = \$.01365 Rate = \$.01313			
Minimum Premiu	m = \$1,100.00	Minimum Premium	= \$1,650.00		

Annual Sales	Х	Rate	=	Premium
\$	Х	\$	=	\$
Minimum Premium Please enter minimum premiu	\$			
Program Premium  If the total calculated premium is less than the minimum premium, the premium due is the minimum premium.				\$ (A)

## **OPTIONAL COVERAGES PREMIUM CALCULATION**

Liability for Independent Contractors (non-employees) Coverage

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

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

### On-site and Off-site Coverage Rates\* (annual)

Rates are the same for all applicants

Option 1 - \$1,000,000 CGL Limit	○ \$300.00
Option 2 - \$2,000,000 CGL Limit	O \$450.00
Higher Limit Option \$	O \$

<sup>\*</sup> Operations with more than 10 independent contractors may be subject to additional underwriting and premium.

## **OPTIONAL COVERAGES PREMIUM CALCULATION CONTINUED**

## **Equipment and Contents Coverage (Inland Marine)**

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

	O Check here and skip t	his section if y	ou do not want this co	verage option
Step 1:	Fill in the values to determine yo	our total replace	ement cost amount for	ALL locations
	Individually list any items with val	ues over \$5,000	1	Value
				\$
				\$
				\$
	Provide values for categories belo	ow		
	(DO NOT include those values alrea	dy shown above	)	
	Supplies & Inventory (office s	upplies, items he	ld for sale)	\$
	<b>Equipment &amp; Contents</b> (athlet non-structural glass, phone/fax			\$
	Improvements & Betterments at your expense, such as floorin treatments, lighting, shelving, et	ig, mirrors, ceiling		\$
	Signs (indoor or outdoor)			\$
	Misc. Equipment – please desc	cribe		\$
	Total replacement value for all loc	ation(s) (add all	lines above)	\$
Step 3:	2. Do you have a security system a. If yes, please describe:  3. Is any other operations, besides in which you store your equipm a. If yes, please describe:  4. Please attach a complete inven  Calculate premium	s your own, or eq	uipment of others stored	in the same facility  O Yes O No
	(If total calculated premium is less that	an the minimum p	remium, the total premium	due is the minimum premium
quipmen	t and Contents Premium			
) My tota	nl replacement value is between \$1 - 3 All States except Hawaii = \$.033	<b>\$10,000</b> (\$250 de Hawaii Applic		
\$_	x \$	= \$	\$	(C)
	Rate Total Replacement Value		• •	Contents Premium um premium applies)
-	replacement value is over \$10,000 (\$ All States except Hawaii = \$.0286			\$100,001+ = \$2,500 deductible)
\$_	x \$	= \$	\$	(C)
	Rate Total Replacement Value		• •	Contents Premium um premium applies)

## **OPTIONAL COVERAGES PREMIUM CALCULATION CONTINUED**

## Sexual Abuse or Sexual Molestation Liability Coverage OR Abuse, Molestation, or Exploitation Defense Reimbursement

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

	O Check here a	nd skip this se	ction if	you do not	want this	coverag	ge option		
1.	Does your organization currently h The term "Volunteers" means someone							O No nts.	
2.	Have any claims, allegations or ch been made against you or your org organization? If yes, please explain:	O Yes	O No						
3.	Are you aware of any occurrences If yes please explain:	that could lead	to a clain	1?			O Yes	O No	
4.	<ul> <li>Do you, your organization or sanctioning/governing body have written procedures and training in place regarding the prevention and mitigation of abuse, molestation or sexual misconduct of the sexual misconduc</li></ul>							O No	
	<ul> <li>a. Do the procedures require t be reported to law enforcer</li> </ul>		spected	abuse incide	nts must b	е	O Yes	O No	
	<ul> <li>b. Are written procedures and independent contractor or s</li> </ul>				employee	, voluntee	er, O Yes	O No	
	c. Does your written plan include reasonable procedures to limit one-on-one interactions O Yes O No between a minor and an adult (who is not the minor's legal guardian) to those that are observable by another adult and within an interruptible distance, except under emergency circumstances?							O No	
5.	Please complete the following que controls used by your organization		employe	ee, volunteer,	or indepe	ndent con	tractor scre	ening	
	Please Complete All Questions  Volunteers/Independe							s/Independent	
	The term "Volunteers/Independent contra someone who exerts control over or supe		ng question	ns means	Emplo	yees		tractors	
- 1	Do you have employees and/or vol Are employee/volunteer/independe	•			O Yes O Yes	O No O No	○ Ye ○ Ye	_	
	If yes, does the application include the individual has ever been converged violence or sex related or	icted for any crir			O Yes	O No	○ Ye	s O No	
	If yes, and applicant checks yes,		applicar	nt?	O Yes	O No	O Ye	s O No	
	Are background checks provided b If yes, do you reject an applicant v				O Yes	O No	O Ye	s O No	
	violence or sex related offenses?	with any mistory (	or priysic	aı	O Yes	O No	O Ye	s O No	
	Please explain any "No" responses	to questions as	ked in #5	:					
6.	Calculate premium								
F	Rates : All States, except Hav	aii = \$.00182		Hawaii A	pplicants	= \$.0017	5		
(	O Option 1 - \$1,000,000 Sexual A (Choose the same option as pure			on Liability					
	Type of Coverage	Rate	Х	Annual	Sales	=	Pre	emium	
	On-site and Off-site	\$	Х	\$		=	\$		
	Option 1 Total Premium nsert premium total from above or \$								

O Option 2 - \$100,000 Abuse, Molestation, or Exploitation Defense Reimbursement

\$100.00 (D)

## **TOTAL COST SUMMARY**

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

## COSTS ARE 20% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS\*

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

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

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

\* See page 3 and 4. Liability for Independent Contractors and Sexual Abuse/Sexual Molestation options are 100% fully earned at inception (may vary by state).



## **CERTIFICATE REQUESTS**

Once your enrollment form is approved, you will receive a Certificate of Insurance as evidence that coverage is bound.

Complete this section if you require additional certificates listing a facility, property owner or similar third-party as an additional insured on your policy. Provide a separate request for each additional certificate needed.

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

1. When is this certificate needed? ://	
2. This certificate is for: O General Liability Coverage	
O All locations	
O Specific location(s):	
O Equipment & Contents/Inland Marine Cover	erage (if applicable)
3. What is the additional insured's relationship to you? $$	anager/lessor of premises (facility or venue)
O Sponsor O Co-promoter O Lessor of equipment/contents (	(liability) O Loss Payee (equipment/contents)
Other (please identify/explain):	
NOTE: The certificate holder will automatically be an Additional Insured for an Ov	wner/manager/lessor, Sponsor or Co-Promoter relationship
4. Certificate holder/additional insured name:	
Mailing address:	
City:	State: Zip:
5. Does the certificate holder/additional insured require any special w	vording or endorsements? O Yes O No
If yes, check all that apply: O Primary/Noncontributory O Waiver	of subrogation
O Other (please explain):	
NOTE: If you are not sure, please attach a copy of the insural	nce requirements/instructions you've received.
6. For Loss Payee: Type of equipment (please describe):	Replacement cost value:
The most common delay in certificate processing is cause	sed by providing partial or incorrect name and/or

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

## **COVERAGE EXCLUSIONS**

The following notable exclusions are contained in the commercial general liability coverage provided by this program (note: state variations may apply). Abuse, molestation, or exploitation, unless reported to, approved by us, and the appropriate premium paid; Acupuncture; Any adult-themed parties/ meetings/trips. including but not limited to parties/meetings/trips during which demonstration of products and/or services used in the adult entertainment industry takes place; Asbestos; Athletic competitions held/sponsored by the insured or in which the insured's members participates; Bodily injury to participants while in a hired auto or non-owned auto; Commercial general liability standard exclusions (CG0001 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; Cryogenic chambers/therapy; Cyber incident, data compromise, and violation of statutes related to personal data; Cycling (other than stationary); Employment related practices; Events, competitions, tournaments, camps/clinics conducted or sponsored by, or on behalf of the insured, unless reported to, and approved by us; Fireworks; Fitness/exercise operations related, in whole or in part, to performance as an exotic dancer or any similar occupation in the adult entertainment industry; Full-size trampolines; Fungi or bacteria; Independent Contractors: Independent Contractors (non-employees) under the age of 18, and/or instructing sports skills, and/or coaching of organized competitive athletic teams, and/or operating as a certified athletic trainer and/or exempt or non-exempt employee of a university or college; Instruction/activities held on or in open water (e.g.: lakes, ponds, ocean); Lead; Massage therapy; Multi-passenger vehicles; Nuclear energy; Sexually transmitted disease; Silica or silicarelated dust; Specified recreational vehicles and activities – Aircraft/hot air balloon; Airport; Amusement device: The ownership, operation, maintenance or use of any device or equipment a person rides for enjoyment, including, but not limited to: mechanical or non-mechanical ride, slide, or water slide (including any ski or tow when used in conjunction with a water slide); inflatable recreational device; or vertical device or equipment used for climbing, whether permanently affixed or temporarily erected. This exclusion does not apply to video games or computer games; or to any device that is specifically designed for the training or instruction of an activity for which you are enrolled; Animal; Bungee; Dunk tank; Haunted attraction; Performer; Rodeo; Saddle animal: Snowmobile; The sale or distribution of medicinal, herbal and/or nutritional products; The sport of boxing (contact/sparring); The sport of wrestling; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Training programs for law enforcement, public safety and military personnel; Unmanned aircraft; Those operations listed as ineligible: Unattended/unstaffed 24 hour key card/key pad/key code access operations or unattended/unstaffed operations; Childcare/babysitting services; CrossFit® affiliate owners and/or CrossFit® programs/activities; Dance, gymnastics, cheer & martial arts schools/studios; Facilities outside of the U.S.; Ice skating, roller skating or skating treadmills; Medical, therapy or health care services; Parkour/ninja/obstacle course programs or facilities; Physical therapy; Physicals or stress testing; Programs specifically designed for health disorders/diseases, unless reported to, and approved by us; Salon services or indoor tanning; Saunas or steam rooms; Sports medicine; Sports rehabilitation services/therapy; Sports skills instruction facilities, academies schools or programs; Swimming pools, Jacuzzis, hot tubs, whirlpools or cold plunge

AGENTS: YOU MUST O	OMPLETE T		Y SECTION BELOW.		annot be accepted un	less this section is complete
Please complete the inform	nation below.					
Agency name:		A	gent/contact name:			
Agency complete maili	ng address: _					
		Address	City		State	Zip
Agency telephone: (	)		Agency fax: (	)		
Agent/contact e-mail a	ddress:			Tax I.D		
conduct insurance busines	s in the state minimum lin	coverage for this insulated of \$1,000,000 for m	red is being written. It	urther represe	ent and warrant that I c	gency licenses or permits to urrently maintain errors and vill provide K&K with reasona
A 10% commission is availates to the total premium.	ble to license	ed agents for this progra	nm. Please remit net pa	ayment of pre	mium. Commissions ar	e not to be calculated on any
I understand that agents do	o not have au	uthority to issue binders	s or a certificate of insu	ırance on beh	alf of this program.	
Agent signature:				Date	e:	
Electronic Signature Disclo	esure and Co	onsent lational Commerce Act	1D SIGN ON P. (15 U.S.C. § 7001, et	AGE 14 seq.) provide	s that a signature, cont	
not be denied legal effect, va	lidity or enfor	ceability solely becaus	e it is in electronic forr	n or because	an electronic signature	was used in a transaction.
(&K Insurance Group (K&K) ervices, digital storage, digit ights when we are delivering	al media or s	similar electronic mean	s to transmit Policy Do	cuments to its		
By agreeing to proceed with a 1. I hereby voluntarily cons 2. I understand that further communications, confirmelectronic means to me consent to such docume 3. Notwithstanding paragra	sent to proce documents nations, requ including by ents being pr	eding with this transacterelating to this insurant lests for premium paynd e-mail sent to the e-movided to me electronic	tion, and all subsequel be purchased through nents and policy docur ail address I have prov cally.	nt actions rela K&K, including nents, may, to vided as part o	g but not limited to corr the extent permitted b of this transaction and/o	espondence, y law, be transmitted by or my on-line registration. I
<ul><li>and/or application for in</li><li>4. Any change or revision on-line registration proc Fort Wayne, IN 46804.</li></ul>	to the e-mail	address or other election	ronic contact information	on which I hav	e provided as part of the	
5. I understand that I have						action or any
subsequent transaction		0,		•		amputor or other device
<ol><li>In order to access the e through which Internet a</li></ol>		•	•		\	•
(d) Adobe Acrobat Read			57000011, (0) all 0-1110	account wit	a.i intornot doi vido pi	oriadi, alia
7. I understand that I have	the right and					ny time by faxing, emailing, 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 NOT</b> w	ant to be emailed please check here and select your preferred method of document delivery.	$\circ$
O Fax to:	attn:	
O Mail to:	attn:	

### **COMPENSATION AND REPRESENTATION STATEMENT**

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

#### **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 business name (from page 6):				
Applicant or agent signature:	Date:			
Printed name:	Title:			
If an agent: Check here to acknowledge you are signing on behalf of the named insured O				

## IMPORTANT INFORMATION. PLEASE READ.

## **Fair Credit Report Act Notice**

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

### **Fraud Warning**

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

Applicable in 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.

## **PAYMENT PLAN OPTIONS**

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

Effective Date: Applicant Business Name: Step 1: Select Payment Plan: Check one. O 100% Plan - 100% of the total premium is due to bind coverage 30% / 70% Plan • 30% of the total premium + \$15 RPG fee is due to bind coverage • The balance of the premium (70%) will be due within 30 days of the effective date 25% + 3 Plan • 25% of the total premium + \$15 RPG fee is due to bind coverage • The balance of the premium will be due in (3) consecutive monthly installments Step 2: Select future installment option: Check one. O Please mail me an invoice for any future balance/installments O If paying by credit card, please automatically charge my credit card provided below for any outstanding balances or installments. Step 3: Making your Payment: O Pay by check: (Payable to K&K Insurance Group) Mail Regular Mail Overnight Mail K&K Insurance **K&K** Insurance Fitness RPG Program Fitness RPG Program 1712 Magnavox Way P.O. Box 2338 Fort Wayne, IN 46801-2338 Fort Wayne, IN 46804 O Pay by credit card: Fax 260-459-5940 OR Mail See above for mailing address O VISA O MASTERCARD O DISCOVER O AMERICAN EXPRESS Card number: CSC # (card security) code: Expiration date: I authorize K&K Insurance Group, Inc. to charge my payment to my credit card in the amount of \$ Print name (as on card) \_ Cardholder signature: Cardholder phone number: ( )

For your security, we cannot accept credit card payments via e-mail. Please fax or mail only.

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