ahp Sports | Academic HealthPlans

PART OF THE BROWN & BROWN TEAM

BASIC SERVICE HEALTH CLUB

Insurance Program and Enrollment Form

This brochure is valid for effective dates of 1/1/26 through 12/31/26

PROGRAM DESCRIPTION & ELIGIBILITY

This program has been specifically designed for U.S.-based owners and operators of membership-based health and fitness clubs and/or tennis, racquet, and pickleball clubs offering programs and services for members and guests that may include circuit training, personal training, aerobics, yoga, pilates, free weights, resistance machines, cardio machines, a variety of exercise group classes, strength training, non-contact martial arts, basketball/volleyball, racquet sports, whirlpool/hot tubs, saunas/steam rooms, massage, nursery/babysitting, tanning, pro shops, snack/juice bars, and 24-hour key card access facilities.

To be eligible for this program, the facility's annual sales must be $1,000,000 or less per location (excluding revenue for initiation sign-up fees).

Coverage provided includes important liability protection for the fitness facility, including its employees, for liability claims arising out of the operations of the fitness facility.
Note: Coverage does not extend to your independent contractor/instructors unless the optional coverage available with this program is purchased.

Optional coverages available under this program include professional liability coverage for independent contractors and equipment and contents (inland marine) coverage which includes coverage for facility business personal property, improvement and betterments, and sign coverage.

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

INELIGIBLE OPERATIONS/SERVICES

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

- Anytime Fitness facilities*
- Annual sales greater than $1,000,000, per location
- Beauty/hair salon services
- Blood analysis
- Climbing walls
- Dance facilities*
- Drop-off child care services
- Facilities outside of the U.S.
- Full-size trampolines
- Gymnastics and/or cheer facilities or classes*
- Ice/inline/roller skating (including skating treadmills)
- Martial arts facilities*
- Medical or health care services
- Physical therapy, physicals or stress testing
- Programs specifically designed for health disorders/diseases unless reported to and approved by us.
- Sports academies/schools*
- Sports medicine; Rehabilitation and/or therapy services
- Swimming pools/lap pools
- Trampoline parks

*For information regarding insurance programs for dance, gymnastics, cheer, sports academies/schools, Anytime Fitness facilities, or martial arts schools/studios, please contact us.

LIABILITY EXCLUSIONS/LIMITATIONS

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

- Abuse, molestation, or exploitation (reported to, approved by us, and the appropriate premium paid)
- Acupuncture
- All operations listed as ineligible
- Amusement devices (eg: rides, slides, inflatables, climbing walls, dunk tanks)
- Asbestos
- The sport of boxing (contact/sparring)
- Communicable disease
- Cryogenic chambers/therapy
- Cycling (other than stationary)
- Employment-related practices
- Events, competitions, tournaments, camps/clinics conducted or sponsored by, or on behalf of the insured, unless reported to and approved by us
- Fireworks
- Fungi or bacteria
- Instruction/activity held on or in open water (e.g.: lakes, ponds, ocean)
- Medical expense for athletic/recreation participants
- Nuclear energy liability
- Sales or distribution of herbal and/or medicinal products
- Designated Professional Services:
  - -Professional services performed by a physician, nurse or chiropractor
  - -Psychiatric treatment
  - -Electrolysis hair removal
  - -Ear piercing
  - -Prescription or dispensing of medication or drugs or stimulants of any kind
  - -Performance of medical diagnostic or testing services which involve or service a prerequisite to examination of bodily fluids or tissue
- Limitation of coverage for tanning equipment – Coverage does not apply to bodily injury to the eyes caused by rays emitted by tanning equipment; bodily injury in whole or part, by customer regulation or tanning equipment timing controls; bodily injury caused by exposure to any carcinogen
- Medical expense for children in nursery/babysitting environment
- Multi-passenger vehicles
- Sexually transmitted diseases
- The sport of wrestling
- Unmanned aircraft

EASY WAYS TO ENROLL FOR COVERAGE

Submit this enrollment form, with payment, to us.

FAX 1-913-754-5617

MAIL Academic HealthPlans, Inc.,
16201 West 95th Street, Ste. 21
Lenexa, KS 66219

E-MAIL recsportsandmore@recsportsandmore.ahpcare.com

QUESTIONS Call **1-913-754-5617**

COVERAGES AND LIMITS

*** Higher liability limit options available. Please contact us.***

Coverages	On-site and Off-site Health Club Coverage			
Commercial General Liability (CGL) Each Occurrence	**Option 1** $ 1,000,000		**Option 2** $ 2,000,000	
General Aggregate (other than Products-completed Operations)	$ 5,000,000 per location		$ 5,000,000 per location	
Products-completed Operations Aggregate	$ 1,000,000		$ 2,000,000	
Personal and Advertising Injury	$ 1,000,000		$ 2,000,000	
Bodily Injury to Participants Liability	$ 1,000,000		$ 2,000,000	
Damage to Premises Rented to You (Fire Legal Liability)	$ 1,000,000		$ 1,000,000	
Medical Expense (other than athletic/recreation participation, and children in a nursery/babysitting environment)	$ 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	
Rates (per $1,000 of annual sales)	**All States Applicants, except Hawaii**	**Hawaii Applicants**	**All States Applicants, except Hawaii**	**Hawaii Applicants**
Health Club - staffed with defined hours	$ 7.10	$ 9.10	$ 10.65	$ 13.65
CrossFit Affiliate Facilities - staffed with defined hours	$ 9.46	$ 9.10	$ 14.19	$ 13.65
24-hour Key card/pad/code Health Club	$ 14.20	$ 13.65	$ 21.30	$ 20.48
Minimum Premiums	$1,650.00	$1,650.00	$2,750.00	$2,750.00

Coverage provided under this program includes:

Commercial General Liability with Enhancement Endorsement – Coverage that protects the insured against liability claims for bodily injury and property damage arising out of premises, operations, products-completed operations, and personal and advertising injury. Additional coverages added with enhancement endorsements are:

1. Extended Property Damage – Expected or intended injury resulting from use of reasonable force to protect persons or property
2. Non-owned Watercraft – extended to 58 feet
3. Property Damage To Borrowed Equipment - $10,000 each occurrence
4. Property Damage To Customers' Goods - $10,000 each occurrence
5. Broadened Coverage – Damage to Premises Rented to You – definition expanded
6. Property Damage from Elevator Use
7. Personal And Advertising Injury from Televised or Videotaped Material (if not professionally produced)
8. Medical Personnel - $100,000 any one person
9. Broadened Definition of Insured – newly acquired or formed organization for up to 180 days
10. Supplementary Payments - $2,500 bail bonds, $500 a day loss of earnings
11. Knowledge or Notice of Occurrence
12. Unintentional Failure to Disclose all Hazards
13. Waiver of Transfer of Rights of Recovery Against Others to Us (waiver of subrogation)
14. Mental Anguish Resulting from Bodily Injury
15. Broadened Definition of Mobile Equipment
16. 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

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

Professional Liability – Provides protection against wrongful acts (negligent act, error, omission or breach of duty) that occur under the operations of the insured.

Bodily Injury to Participants Liability – Coverage that offers protection against bodily injury liability claims brought by persons participating in fitness/exercise activities under the direction 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 that 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. Coverage is also provided 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 those vehicles that are rented, hired, leased, or borrowed on a long-term basis, or to bodily injury to participants while in a hired auto or non-owned auto, or the use of multi-passenger vehicles (designed to carry 9 or more persons).

OPTIONAL COVERAGES (continued)

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 fitness facility operations.

Coverage Conditions:

1. You must have Commercial General Liability coverage for your facility through the Basic Service Health Club RPG Insurance Program and coverage must follow the same limit option purchased for your location.
2. Coverage will be effective the day after we receive the request with premium payment and will expire on the expiration date of your Basic Service Health Club RPG Insurance Program.
3. A U.S.-based instructor age 18 or older who conducts private or group instruction on your behalf in any of the following are 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
   - Spinning®
   - Tai chi
   - Yoga
   - ZUMBA®
   - Tumbling (floor only, no gymnastic apparatus)
4. The following instructors and operations are not eligible for this coverage:
   - Certified athletic trainers
   - Instructors under the age of 18
   - Instructors who are exempt or non-exempt employees of a school, university, or college
5. This coverage is 100% fully earned at inception.
6. Contact us for higher limit options.

Rates* (annual)	**Option 1 $1,000,000 CGL Limit**	**Option 2 $2,000,000 CGL Limit**
On-site and off-site instruction	$ 300.00	$ 450.00

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

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 at locations where you are a tenant and have contractual responsibility to insure, when the loss or damage is caused by 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 coinsurance penalty at the time of loss. If you add additional equipment or contents to your inventory, please contact us to have your insured value amended to avoid a coinsurance 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 facility through our Basic Service Health Club RPG Insurance Program.
2. Coverage will be effective the day after we receive the properly completed enrollment with premium payment and will expire on the expiration date of your Basic Service Health Club Insurance Program.
3. A 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				
Total value per location	**All States Applicants, except Hawaii**	**Hawaii Applicants**	**Deductible**	**Minimum Premium**
$ 1 - $ 10,000	$.033	$ .03	$ 250	$ 100.00
$ 10,001 - $100,000	$.0286	$.026	$ 1,000	$ 100.00
$ 100,001 +	$.0286	$.026	$ 2,500	$ 100.00

OPTIONAL COVERAGES (continued)

Option 1: Abuse, Molestation, or Exploitation Defense Reimbursement

This coverage reimburses you for up to $100,000 for each claim with a $100,000 aggregate limit for defense costs resulting from claims arising out of abuse, or molestation, or exploitation.

Rate	**$ 100.00** (Flat rate)

Option 2: Sexual Abuse or Sexual Molestation Liability

This coverage pays $1,000,000 for each perpetrator with a $1,000,000 aggregate 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.This limit is part of, and not in addition to, the General Aggregate Limit of Insurance.

Rates (per $1,000 of annual sales) - $150.00 minimum premium applies		
Facility Type	**All States Applicants, except Hawaii**	**Hawaii Applicants**
Health Club - staffed with defined hours	$ 1.42	$ 1.82
CrossFit Affiliate Facilities - staffed with defined hours	$ 1.89	$ 1.82
24-hour Key Card/Pad/Code Health Club	$ 2.84	$ 2.73

Coverage Conditions:

1. Questions on page 12 must be completed, reviewed, and approved by our Underwriting team before coverage can be granted.
2. Coverage is not available on a stand-alone basis. You must have Commercial General Liability coverage for your facility through our Basic Service Health Club RPG Insurance Program.
3. Both options are 100% fully earned at inception.

FREQUENTLY ASKED QUESTIONS

1. Is coverage under this policy extended to independent contractors (non-employees) working on behalf of the health/fitness 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 should require that all independent contractors (non-employees) working at your location(s) obtain professional liability coverage, name your business as an additional insured on their instructor policy, and provide proof of such coverage to you.

2. 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.

3. 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: Academic HealthPlans, Inc., 16201 West 95th Street, Ste. 210, Lenexa, KS 66219.

4. 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 are specifically designed for 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 are specifically designed for if you are taking payment or collecting personal information online and it is compromised, there would be no coverage under the general liability policy.

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.

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PART OF THE BROWN & BROWN TEAM

Enrollment Form - Basic Service Health Club

This brochure is valid for effective dates of 1/1/26 through 12/31/26

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 potentially 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:

1. **Complete all sections (print legibly)**
2. **Sign and date where required**
3. **Remit completed enrollment form (pages 5 - 17) with payment (page 18)**

GENERAL INFORMATION

❍ I am a new account ❍ I am renewing my coverage

Full legal name of business: _____

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

Form of business: ❍ Not-for-profit ❍ For-profit

Applicant is a: ❍ Sole Proprietorship ❍ Limited Liability Co. ❍ Corporation ❍ Partnership

❍ Other (describe):_____

Mailing address: _____

City: _____ State: _____ Zip:_____

Insured contact name: _____ Insured phone: (_____)_____

Insured cell: (_____) _____ Insured e-mail: _____

Website:_____

(By listing an e-mail address, you are giving us permission to contact you by e-mail about your policy. Refer to page 15 for Consent for Electronic Transactions.)

Does the organization engage in any other business operations under the name of the insured above? ❍ Yes ❍ No

If yes, describe: _____

LOCATIONS

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

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

Loc #1:_____

Street address City State Zip

Loc #2:_____

Street address City State Zip

DATES

Annual coverage will begin the day after the completed enrollment form and payment 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: _____ / _____ / _____

Academic HealthPlans, Inc. • 16201 West 95th Street, Ste. 210, Lenexa, KS 66219 • 1-913-754-5617
E-mail = recsportsandmore@recsportsandmore.ahpcare.com • Fax 1-913-754-5617
www.mycare26.com/specialty-programs
CA # 0H64806, TX # 1554208, FL # L074590

BUSINESS INFORMATION

Management Information:

1. How many of your employees are certified in CPR? _____First Aid?_____
2. Indicate the percentage of your trainers/instructors who are certified through an industry-recognized certification organization. 100% ❍ 80% ❍ 60% ❍ 40% ❍ 20% ❍ 0% ❍
3. Does the facility have an Automated External Defibrillator (AED)? ❍ Yes ❍ No
4. Does your state require you to provide an AED? ❍ Yes ❍ No
5. Do you have AED trained staff on duty during open hours? ❍ Yes ❍ No
6. Do you have written medical emergency and evacuation procedures in place? ❍ Yes ❍ No
7. Are employees, instructors, or trainers available in each area of the facility for supervision, spotting, and emergencies? ❍ Yes ❍ No
8. Do any of your instructors provide outside services on your clubs behalf? ❍ Yes ❍ No
   If yes, explain: _____

Facility Information:

1. What is the square footage of your facility? Loc 1: _____ Loc 2:_____
2. What is the annual sales of your facility? Loc 1: _____ Loc 2:_____
3. Do you have locations outside of the U.S.? ❍ Yes ❍ No
4. Is club staffed at all times during open hours? ❍ Yes ❍ No
5. Do you inspect and maintain equipment at least monthly? ❍ Yes ❍ No
6. Is all equipment serviced per the manufacturer's requirements? ❍ Yes ❍ No
7. Is signage used throughout the facility to indicate proper use of equipment, club features, and off-limit areas? ❍ Yes ❍ No
8. Are there GFI protectors on all outlets in all locker/shower/wet areas? ❍ Yes ❍ No
9. Please indicate all services offered at your facility:

❍ Aerobics/step aerobics
❍ Aerobic mini trampoline
❍ Basketball/volleyball courts
❍ Batting cages
❍ Cardio kickboxing/boxercise
❍ Camp programs
❍ Card key clubs (Complete the 24-hour key card supplement)
❍ Circuit training/cardio equipment
❍ Cold plunge /Ice bath
❍ CrossFit Kids®
❍ CrossFit®
❍ Cryogenic chambers/ therapy
❍ Diet center/weight Control services
❍ Free weights
❍ Handball courts
❍ Jacuzzis
❍ Martial arts (non-contact only)
❍ Masseur/masseuse
❍ Ninja/parkour/obstacle course
❍ Nursery/babysitting
❍ Play grounds/area
❍ Pro shop
❍ Restaurant
❍ Running tracks
❍ Snack/juice bar
❍ Sports programs/leagues - Type: _____
❍ Steam rooms/saunas
❍ Tanning units - No. of beds:_____
❍ Tennis/racquetball/pickleball courts (INDOOR)
❍ Tennis/racquetball/pickleball courts (OUTDOOR)
❍ Whirlpools/spas

10. Indicate if you have any of the following:

❍ Check here if none apply.
❍ Annual sales greater than $1,000,000, per location
❍ Anytime Fitness facility
❍ Beauty/hair salon services
❍ Blood analysis
❍ Child care services
❍ Climbing walls
❍ Dance or marital arts facility
❍ Full-size trampolines
❍ Gymnastic and/or cheer classes
❍ Ice/inline/roller skating (including skating treadmills)
❍ Medical or health care services
❍ Physical therapy; physicals or stress testing
❍ Sports medicine; Rehabilitation and/or therapy services
❍ Swimming pools/lap pools
❍ Trampoline park

❍ Programs specifically designed for health disorders/diseases
If yes, please describe the program: _____

❍ Other (please describe):_____

BUSINESS INFORMATION CONTINUED

11. Are all members required to sign waivers? ❍ Yes ❍ No
12. Are all participants required to become members of your facilites? ❍ Yes ❍ No
    If no:
    Please explain:_____
    Do you have daily use fee (pay to play) options with no membership requirement? ❍ Yes ❍ No
13. Do you host any events that are open to the public? ❍ Yes ❍ No
    If yes, please explain:_____
14. Do you have any club-sponsored teams or leagues that compete outside of your facility and/or against other clubs? ❍ Yes ❍ No

15. Nursery/babysitting services
    ❍ Check here and skip the following questions if services are not offered.
    a. Are parents required to sign children in and out of the nursery? ❍ Yes ❍ No
    b. Are waivers signed by the parent or legal guardian? ❍ Yes ❍ No
    c. Do you have staff stationed in this area to supervise the children? ❍ Yes ❍ No
    d. Are nursery staff members CPR and first-aid trained? ❍ Yes ❍ No
    e. Are parents required to remain in the facility while children are in your care? ❍ Yes ❍ No
    f. Does your employment application ask the staff applicant if they have ever been convicted of a crime? ❍ Yes ❍ No
    g. Is the nursery staff trained on policies and procedures related to the prevention of child abuse and sexual abuse? ❍ Yes ❍ No
    h. Do the procedures require that known or suspected abuse incidents be reported to law enforcement? ❍ Yes ❍ No

16. Restaurant or snack/juice bar/vending
    ❍ Check here and skip the following questions if services are not offered.
    a. Indicate the exposure ❍ Restaurant ❍ Snack/juice bar ❍ Vending machines
    b. Is it open to the general public? ❍ Yes ❍ No
    c. Are deep fryers and grills protected by an automatic extinguishing system? ❍ N/A ❍ Yes ❍ No
    If yes, are they inspected at least once a month? ❍ Yes ❍ No

17. Pro shop
    ❍ Check here and skip the following questions if services are not offered.
    a. Do you sell nutritional products or fitness equipment (manufactured by others) under your own label or brand? ❍ Yes ❍ No
    If yes, does the manufacturer carry products liability coverage? ❍ Yes ❍ No
    b. Do you manufacture or produce any nutritional products or fitness equipment? ❍ Yes ❍ No

18. Martial arts/kickboxing
    ❍ Check here and skip the following questions if services are not offered.
    a. Are the martial arts/kickboxing styles offered fitness-based and/or non-contact based? ❍ Yes ❍ No
    b. Is the instructor certified or experienced in martial arts? ❍ Yes ❍ No
    c. Do you offer structured classes in martial arts or MMA training? ❍ Yes ❍ No
    d. Are sharpened weapons used? ❍ Yes ❍ No

19. Sauna/steam room/whirlpool/hot tub
    ❍ Check here and skip the following questions if services are not offered.
    Check all that apply: ❍ Sauna ❍ Steam room ❍ Whirlpool ❍ Hot tub
    a. Are the above monitored for usage during operating hours? ❍ Yes ❍ No
    b. Are rules posted regarding the proper use and safety precautions? ❍ Yes ❍ No
    c. Do the above heating elements have protective covers to prevent burns? ❍ Yes ❍ No
    d. Are all manufacturer recommendations followed regarding the use of the above? ❍ Yes ❍ No
    e. If applicable, does your whirlpool or hot tub currently meet the requirements of the Title XIV of public Law 110-140, known as the “Virginia Graeme Baker pool and spa safety act” as Enacted on 12/18/08. ❍ Yes ❍ No

BUSINESS INFORMATION CONTINUED

20. Cold plunge pool/tub or ice bath

❍ Check here and skip the following questions if services are not offered.

a. Does the temperature ever go below 37 degrees? ❍ Yes ❍ No

b. Are the pools monitored at all times? ❍ Yes ❍ No

c. Are staff trained on to handle emergencies resulting from use of the pool? ❍ Yes ❍ No

d. Are waivers signed by all members acknowledging the risks associated with of use of a plunge pool/ice bath? ❍ Yes ❍ No

e. What is the maximum time allowed in the pool/tub/bath?_____

21. Massage therapy

❍ Check here and skip the following questions if services are not offered.

a. How many massage therapists work in your operations?
Number of employed therapists:_____ Number of subcontracted/independent contractor therapists:_____

b. Are all massage therapists required to complete at least one of the following? ❍ Yes ❍ No

- State licensing/certification
- Board certification
- Education and training with an accredited school
- Membership and training through a professional association

22. Tanning

❍ Check here and skip the following questions if services are not offered.

a. Is a tanning waiver and release signed by each participant? ❍ Yes ❍ No

b. Are warnings regarding photosensitizing medications posted in and around the tanning area? ❍ Yes ❍ No

c. Do employees control the timing of the tanning beds? ❍ Yes ❍ No

d. Are protective eye goggles required to be worn? ❍ Yes ❍ No

e. Do employees clean and disinfect the tanning beds after every use? ❍ Yes ❍ No

f. Is tanning available only to members? ❍ Yes ❍ No

23. Aerial Yoga

❍ Check here and skip the following questions if services are not offered.

Please confirm whether the following protocols are in place.

❍ Yes, they are.

❍ No, they are not. Please explain:_____

- Instructors are trained/certified for Aerial Yoga.
- Equipment is professionally installed.
- Equipment is regularly inspected with maintenance logs.
- Equipment is used only during supervised instruction.
- Participants are no more than **5 feet above the ground** unless using an approved safety harness.
- **Crash mats** are used beneath participants during aerial activities. Check here and skip the following question if services are not offered.

24. Do you contract for any services and/or lease out any space within your facility? ❍ Yes ❍ No
If yes, do you require them to carry their own insurance and name you as an additional insured? ❍ Yes ❍ No

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

26. Does your facility have a ring or cage? ❍ Yes ❍ No
(Facilities with rings or cages are subject to additional underwriting questions and may not be eligible.)

27. Do you offer any sports activities or programs (e.g.: basketball, volleyball)? ❍ Yes ❍ No
If yes, please list the type of sports programs you have:_____

28. Does your business operate out of a private residence? ❍ Yes ❍ No
If yes: Is there a separate entrance, with no access available to the residential portion of the home? ❍ Yes ❍ No

29. Do you have any off-site programs or training? ❍ Yes ❍ No
If yes, please describe:_____

BUSINESS INFORMATION CONTINUED

24-Hour Key Card/Key Pad/Key Code Access Facilities

This section MUST be completed for any location/facility that allows members 24-hour access-code entry to the premises. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage. ❍ Check here and skip the following questions if no 24-hour (non-staffed) access is offered.

STAFFING

1. Is this location staffed during peak attendance hours? ❍ Yes ❍ No
   If yes, what are the staffed hours?_____
2. Are minors (under age 18) allowed in the facility at anytime without a parent or guardian? ❍ Yes ❍ No
3. What is the minimum age for a membership? _____

EGRESS / INGRESS

1. What type of entry access system is in place? ❍ Key Card ❍ Key Pad ❍ Key Code
2. Does the entry access system have a tailgate detection feature that detects more than one person entering at a time? ❍ Yes ❍ No
3. Is the entry to the facility monitored by video surveillance? ❍ Yes ❍ No
4. Does the system sound an audible alarm to notify members of an infraction? ❍ Yes ❍ No
5. Is the club owner notified of a tailgate infraction? ❍ Yes ❍ No
6. Is the exit equipped with a free-exit mechanism (e.g.; paddle or crash bar)? ❍ Yes ❍ No
7. Is this a mechanical device rather than an electrical device, so that in a power failure will not inhibit a member's ability to exit the facility? ❍ Yes ❍ No

SECURITY

1. Is the facility monitored with security cameras? ❍ Yes ❍ No
2. How is the video surveillance monitored? _____
3. How long are the video recordings maintained? _____
4. How often are the recordings reviewed?_____
5. Is the security system a multi-zone system with 24-hour surveillance? ❍ Yes ❍ No
6. Are signs posted throughout the facility informing members that they are being monitored by video surveillance cameras? ❍ Yes ❍ No

EMERGENCY

1. Does the insured have wireless personal emergency devices for members to wear? ❍ Yes ❍ No
2. Is information regaring the personal emergency device provided to members? ❍ Yes ❍ No
3. Are emergency pull stations positioned throughout the facility for easy access and use? ❍ Yes ❍ No
   If emergency responders are dispatched to the facility when it is non-staffed, how will they obtain access to the building?_____
4. Are the security systems and emergency devices tested regularly? ❍ Yes ❍ No
5. Is a first aid kit visibly displayed and readily accessible? ❍ Yes ❍ No
6. If the power goes out at the facility, is there hard-wired emergency lighting to provide safe egress? ❍ Yes ❍ No

FACILITY

1. What type of equipment is available for use in the facility? _____
   _____
2. Are there any locker rooms and/or changing rooms? ❍ Yes ❍ No
   a. If yes, do they have showers? ❍ Yes ❍ No
   b. Do the doors to these areas lock for privacy and safety? ❍ Yes ❍ No
3. Are there separate lockers rooms and/or changing rooms for men and women? ❍ Yes ❍ No
4. Are your facility's policies and membership guidelines posted throughout the facility? ❍ Yes ❍ No

TANNING

1. Is there tanning services at this location? ❍ Yes ❍ No
2. Is tanning available for use during non-staffed hours? ❍ Yes ❍ No
3. How is the tanning being monitored during non-staffed hours? _____

SAUNA/STEAM ROOM/WHIRLPOOL/HOT TUB

1. Are there saunas, steam rooms/whirlpools, or hot tubs at this location? ❍ Yes ❍ No
2. Are they available for use during non-staffed hours? ❍ Yes ❍ No
3. Are the sauna(s), steam room(s)/whirl pools, and/or hot tubs monitored/locked to prevent access during non-staffed hours? ❍ Yes ❍ No

NEW ACCOUNTS ONLY

Do you have current coverage in place? ❍ Yes ❍ No

If no, please check/explain:

❍ New business operation ❍ Other, please explain: _____

If yes:

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

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

If yes, why? _____

c) In the past 5 years, have you had more than $5,000 in claims? ❍ Yes ❍ No

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

PROGRAM PREMIUM CALCULATION

Step 1 Provide the total gross annual sales for each category to obtain total annual sales:

- Membership fees $_____
  (exclude revenue from initiation/sign up fee)
- Daily use fees $_____
  (membership not required)-subject to approval
- Snack/juice bar $_____
- Pro shop sales $_____
- Restaurant $_____
- Tanning $_____
- Liquor (if any) $_____
- Massage therapy $_____
- Sports programs $_____
- Other revenue $_____
  (describe _____)

Total Annual Sales (add all lines above): **$**_____

Step 2 Check if a higher liability (CGL) limit is needed and to obtain a quote. ❍

Limit requested: $_____ Quoted premium due: $_____ (Office Use Only)

Step 3 Calculate premium:

On-site and Off-site Health Club Coverage

Coverage applies to the operations of the health club at its insured location(s) and extends to the health club's operations conducted at locations owned or operated by others.

Type of Facility	❍ Option 1 - $1,000,000 CGL Limit Min. Prem. = $1,650		❍ Option 2 - $2,000,000 CGL Limit Min. Prem. = $2,750	
	All States Applicants, except Hawaii	Hawaii Applicants	All States Applicants, except Hawaii	Hawaii Applicants
Health Club-staffed with defined hours	$.00710	$.00910	$.01065	$.01365
CrossFit Affiliate-staffed with defined hours	$.00946	$.00910	$.01419	$.01365
24-hour Key Card/Pad/Code Health Club	$.01420	$.01365	$.02130	$.02048

Total Annual Sales	X	Rate	=	Premium
$	X	$	=	$
Minimum Premium Please enter minimum premium from above.				$
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 CONTINUED

Equipment and Contents Coverage (Inland Marine)

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

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

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

Individually list any items with values over $5,000: **Value**

_____ $_____

_____ $_____

Provide values for categories below:

(DO NOT include values already shown above.)

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

Equipment & Furnishings (equipment, electronics, furniture, phone/fax systems, office contents, etc.) $_____

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

Signs (indoor or outdoor) $_____

Leased personal property, HVAC, or building glass (where you are a tenant and have contractual responsibility) $_____

Misc. Equipment – please describe: _____ $_____

TOTAL REPLACEMENT COST - Add all lines above: **$**_____

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

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

   _____

2. Do you have a security system in place? ❍ Yes ❍ No

   a. If yes, please describe:_____

3. Are any other operations, besides your own, conducted in the same facility in which you store your equipment, or is any equipment of others stored there? ❍ Yes ❍ No

   a. If yes, please describe:_____

4. Please attach a complete inventory list with values of each item.

Step 3: Calculate premium.

(If the 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 Applicants, except Hawaii = $.033 Hawaii Applicants = $.03

$_____ x $_____ = $_____ $_____(C)

Rate | Total Replacement Value | Equipment and Contents Premium ($100.00 minimum premium applies)

❍ **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 Applicants, except Hawaii = $.0286 Hawaii Applicants = $.026

$_____ x $_____ = $_____ $_____ (C)

Rate | Total Replacement Value | Equipment and Contents Premium ($100.00 minimum premium applies)

OPTIONAL COVERAGES PREMIUM CALCULATION CONTINUED

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

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

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

1. Does your organization currently have employees, volunteers, or independent contractors? ❍ Yes ❍ No
   The term "Volunteers/Independent contractors" means someone, including parent volunteers, who exerts control over or supervises participants.
2. Have any claims, allegations, convictions, or charges of abuse, molestation, or sexual misconduct been made against you, your organization, or anyone working on behalf of your organization? ❍ Yes ❍ No
   If yes, please explain:_____
3. Are you aware of any occurrences that could lead to a claim? ❍ Yes ❍ No
   If yes please explain:_____
4. Do you, your organization, or sanctioning/governing body have written procedures and training in place regarding the prevention and mitigation of abuse, molestation, or sexual misconduct? ❍ Yes ❍ No
   If yes, do they include:
   - How to recognize the signs of abuse and molestation ❍ Yes ❍ No
   - All known, alleged, or suspected abuse incidents must be reported to law enforcement ❍ Yes ❍ No
   - Procedures are provided or available to all paid and volunteer staff, and sanctioning/governing body members ❍ Yes ❍ No
   - No one-on-one situations allowed without visibility by others ❍ Yes ❍ No
   - A supervision plan to monitor all participants at the facility/event site that also prevents access to secluded areas such as closets, unsupervised rooms, etc. ❍ Yes ❍ No
   - A policy regarding appropriate and inappropriate physical contact, verbal interaction, and electronic communications with children during and outside of regularly scheduled business activities ❍ Yes ❍ No
5. Please complete the following questions regarding employee, volunteer, or independent contractor screening controls used by your organization.

Please Complete All Questions The term "Volunteers/Independent contractors" in the following questions means someone who exerts control over or supervises participants.	**Employees**	**Volunteers/Independent contractors**
Do you have employees and/or volunteers/independent contractors?	❍ Yes ❍ No	❍ Yes ❍ No
Are employee/volunteer/independent contractor applications required?	❍ Yes ❍ No	❍ Yes ❍ No
If yes, does the application include questions about whether the individual has ever been convicted for any crime involving physical violence or sex related offenses?	❍ Yes ❍ No	❍ Yes ❍ No
If yes, and applicant checks yes, do you reject the applicant?	❍ Yes ❍ No	❍ Yes ❍ No
Are background checks provided by a third party vendor/service?	❍ Yes ❍ No	❍ Yes ❍ No
If yes, do you reject an applicant with any history of physical violence or sex related offenses?	❍ Yes ❍ No	❍ Yes ❍ No

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

_____

_____

_____

_____

Premium calculation - continued to next page

OPTIONAL COVERAGES PREMIUM CALCULATION CONT.

6. Calculate premium:

Sexual Abuse or Sexual Molestation Liability OR Abuse, Molestation, or Exploitation Defense Reimbursement Rates

❍ **Option 1 - $100,000** Abuse, Molestation, or Exploitation Defense Reimbursement	$100.00 (D)		
❍ **Option 2 - $1,000,000** Sexual Abuse or Sexual Molestation Liability	**Facility Type**	**Rates**	
		All States Applicants, except Hawaii	**Hawaii Applicants**
	Health Club-staffed with defined hours	$.00142	$.00182
	CrossFit Affiliate- staffed with defined hours	$.00189	$.00182
	24-hour Key Card/Pad/Code Health Club	$.00284	$.00273
	$_____ x $_____ = $_____ (D) Rate (See above) Total Annual Sales (page 10) Premium ($150.00 min. prem. applies)		

Liability for Independent Contractors (non-employees) Coverage

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

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

Rates* (annual) On-site and off-site coverage	**Option 1 - $1,000,000 CGL Limit**	❍ $300.00 (B)
	Option 2 - $2,000,000 CGL Limit	❍ $450.00 (B)

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

TOTAL COST SUMMARY

Program Premium (Required Coverage)	$	(A)
Equipment and Contents Premium (Optional Coverage)	$	(B)
Sexual Abuse/Sexual Molestation Premium: (Optional Coverage) ❍ $100,000 Defense Reimbursement Only OR ❍ $1,000,000 Liability Limit	$	(C)
Liability for Independent Contractors Premium (Optional Coverage)	$	(D)
Subtotal Due (add lines A thru D)	$	(E)
Risk Purchasing Group Administration Fee (REQUIRED to process enrollment)	$ 20.00	(F)
Total Cost Due (add lines E & F)	$	

COSTS ARE 20% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERABLE 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.

*Liability for Independent Contractors and Sexual Abuse/Sexual Molestation premiums 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: ❍ General Liability Coverage
   - ❍ All locations
   - ❍ Specific location(s):_____
   - ❍ Equipment & Contents/Inland Marine Coverage (if applicable)

3. What is the additional insured's relationship to you? ❍ Owner/manager/lessor of premises (facility or venue)
   ❍ Sponsor ❍ Co-promoter ❍ Lessor of equipment/contents (liability) ❍ Loss payee (equipment/contents)
   ❍ Other (please identify/explain): _____

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

4. Certificate holder/additional insured name: _____
   Mailing address: _____
   City: _____ State: _____ Zip:_____

5. Does the certificate holder/additional insured require any special wording or endorsements? ❍ Yes ❍ No
   If yes, check all that apply: ❍ Primary/Noncontributory ❍ Waiver of subrogation ❍ Cancellation - _____ days
   ❍ Other (please explain): _____

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

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

The most common delay in certificate processing is caused by providing incomplete or inaccurate names 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; 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); Designated professional services: Professional services performed by a physician, nurse or chiropractor, Psychiatric treatment, Electrolysis hair removal, Ear piercing, Prescription or dispensing of medication or drugs or stimulants of any kind, Performance of medical diagnostic or testing services which involve or service a prerequisite to examination of bodily fluids or tissues; 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; Fungi or bacteria; Independent Contractors: Independent Contractors (non-employees) under the age of 18, and/or operating as a certified athletic trainer and/or exempt or non-exempt employee of a school, university, or college; Instruction/activities held on or in open water (e.g.: lakes, ponds, ocean); Lead; Limitation of coverage for tanning equipment – Coverage does not apply to bodily injury to the eyes caused by rays emitted by tanning equipment, bodily injury in whole or part, by customer regulation or tanning equipment timing controls, bodily injury caused by exposure to any carcinogen; Medical expense for athletic/recreation participants; Medical expense for children in nursery/babysitting environment; Multi-passenger vehicles; Nuclear energy; Parkour/ninja/obstacle course programs or facilities; Sexually transmitted disease; Silica or silica-related 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, except this exclusion does not apply to any bungee equipment designed for fitness or exercise instruction or training; Dunk tank; Haunted attraction; Performer; Rodeo; Saddle animal; Snowmobile; 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: Beauty/hair salon services; Blood Analysis; Dance schools/studios; Drop-off childcare/babysitting services, except for the supervision or care of minors where the primary purpose is to watch the child while the parent/guardian engages in activities on the premises, provided such operations are reported to and approved by us in writing; Facilities outside of the U.S.; Full-size trampolines; Gymnastic and/or cheer facilities or classes; Ice skating, roller skating, or skating treadmills; Martial arts facilities; Medical or health care services; Physical therapy; Physicals or stress testing; Programs specifically designed for health disorders/diseases, unless reported to and approved by us in writing; Rehabilitation and/or therapy services; Sports academies/schools; Sports medicine; Swimming pools/lap pools; Trampoline parks

PLEASE READ AND COMPLETE THE BELOW
if you do not wish to receive documents via e-mail and prefer another method of 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 e-mail, these documents will be delivered to the e-mail address on file. Upon receipt of your e-mailed 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 1-913-754-5617 or mailing us at Academic HealthPlans, Inc., 16201 West 95th Street, Ste. 210, Lenexa, KS 66219. 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 Academic HealthPlans, Inc., 16201 West 95th Street, Ste. 210, Lenexa, KS 66219. 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 e-mail 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 e-mail 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 e-mailed, please check here and select your preferred method of document delivery. ❍

❍ Fax to: _____ Attn: _____

❍ Mail to: _____ Attn: _____

FRAUD WARNING

Any person who knowingly and with intent to defraud any Insurance Company or another 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 the person to criminal and civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA, and WV) (Insurance benefits may also be denied in LA, ME, TN, and VA.).

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.

ATTENTION AGENTS

Agents, you must complete the warranty section below. Enrollments cannot be accepted unless this section is completed.

Agency name:_____ Agent/contact name: _____

Agency complete mailing address: _____

Address City State Zip

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

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

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

By signing this proposal or application, I represent and warrant I have authority to sign on behalf of the producer and producer represents and warrants it shall not solicit, sell or bind any product unless it maintains, and will maintain, all individual, corporate or agency licenses or permits required to conduct insurance business in the state coverage is being written and to receive commission. Failure to acquire or maintain required licenses can result in forfeiture of commission. I further represent and warrant that the producer currently maintains, and will maintain, errors and omissions insurance with a minimum limit of $1,000,000. If requested, evidence of coverage or licensing will be provided for of all the above-mentioned items.

Agent signature: _____ **Date:** _____

PLEASE READ AND SIGN BELOW

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 5): _____

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

I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.
By selecting 'Yes' and typing my name above, I am electronically signing the application and agreeing to the terms and conditions stated in the AHP Consent for Electronic Transactions. I agree that my electronic signature is the legally binding equivalent to my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. ❍ **Yes** ❍ **No**

Printed name: _____ **Title:** _____

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

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PAYMENT PLAN OPTIONS

Submit a completed enrollment (including signed Representation Statement) and payment via one of the options below.

Applicant busines name: _____ Effective date:_____

Step 1: Select payment plan: Check one.

❍ **100% Plan -** 100% of the total premium is due to bind coverage

❍ **30% / 70% Plan**
- 30% of the total premium + $20 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 + $20 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.

❍ Please mail me an invoice for any future balance/installments.

❍ If paying by credit card, please automatically charge my credit card provided below for any outstanding balances or installments.

Step 3: Making your payment:

❍ **Pay by check:** (Payable to Academic HealthPlans, Inc.)
- **Mail** Academic HealthPlans, Inc.
  16201 West 95th Street, Ste. 210
  Lenexa, KS 66219

❍ **Pay by credit card:**
- **Fax** 1-913-754-5617

OR
- **Mail** See above for mailing address

❍ VISA ❍ MASTERCARD ❍ AMERICAN EXPRESS

Card number:_____

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

I authorize Academic HealthPlans, 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.