

# BANDS AND PERFORMING GROUPS

# Insurance Program and Enrollment Form

This brochure is valid for effective dates from 4/1/23 through 3/31/24

# PROGRAM DESCRIPTION

This program has been designed for U.S.-based performing groups who work on an independent contractor basis entertaining at events and performances. Coverages provided include important protection for the performing group for liability claims arising out of their operations.

The following criteria must be met to be eligible for coverage under this program:

- · All groups must have a least one member or representative who is at least 18 years of age
- Annual gross income from the performing group activities cannot exceed \$500,000
- · No more than 30 members in a performing group

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

# **INELIGIBLE OPERATIONS/MUSIC GENRES**

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

- · Acrobatic/aerialist performers
- · Actors or actresses
- · Bands and groups with music genres of electronic/techno, hip hop, rap or heavy metal/screamo
- · Circus performers
- · Cosmetologists/Beauticians
- · Escape artists
- · Exotic dancers/strippers
- · Henna/Mehndi artists
- · Historical battle re-enactment groups
- Hypnotists
- · Instruction of other individuals for a fee
- Jousters
- · Mascots (college, high school, professional)
- · Performers putting on an athletic exhibition, event or activity
- · Performers using weapons (live ammunition or sharpened blades)
- · Permanent tattoo and/or body piercing artists
- Production/entertainment companies
- · Public speakers
- Pvrotechnicians
- · School accredited/sponsored programs, bands and/or performing groups
- · Strength performers
- · Stunt performers
- Touring bands and/or groups

# **ELIGIBLE OPERATIONS/MUSIC GENRES**

### Operations:

- Balloon artists
- Belly dancers
- Caricature sketching artists
- Celebrity look-alikes
- Choral group\*
- Clowns
- Comedians
- Conductors
- Contortionists
- DJ's/KJ's\*
- Drum corp/bugle corp\*
- Face/body painters (FDA approved/compliant paint only)
- Holiday characters Impersonators
- Impressionists

- Jugglers
- Magicians
- Mimes
- Musical ensemble (quartet, duo. instrumental)
- Musicians, singers or vocalists\*
- Non-touring bands (tribute, wedding, garage)\*
- Poets
- Psychics/fortune tellers
- **Puppeteers**
- Story tellers
- Ventriloquists
- Western performers
- **Yodelers**

# \*Eligible/Approved Music Genres:

- Big band
- Bluegrass
- Blues
- Classical
- Ethnic/world
- Folk
- Country
- Religious/gospel

Pop/soft rock

Swing

Jazz

Oldies

Other genres are subject to underwriting approval.

## EASY WAYS TO ENROLL FOR COVERAGE

WEB

For information and applications, visit us on-line at www.4RecSportsAndMore.com

Submit this enrollment form, with payment, to us.

1-913-754-5617

MAIL

Regular:

P.O. Box 25936

Overland Park, KS 66225

Overnight:

Academic HealthPlans, Inc. Academic HealthPlans, Inc. 16201 West 95th Street.

Suite 210

Lenexa, KS 66219

FOR SERVICE REQUESTS ONLY

E-MAIL

recsportsandmore@risk-strategies.com

QUESTIONS

Call 1-800-955-1991 ext 5617

## **COVERAGE AND LIMITS**

Coverages	Option 1	Option 2	Option 3	Option 4	Option 5
Commercial General Liability (CGL)	Limits	Limits	Limits	Limits	Limits
Each Occurrence	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
General Aggregate					
(Other than Products-completed Operations)	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Products-completed Operations Aggregate	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Personal and Advertising Injury	Excluded	Excluded	Excluded	Excluded	Excluded
Bodily Injury to Participants Liability	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Medical Expense (other than participants)	Excluded	Excluded	Excluded	Excluded	Excluded
Medical Payments for Participants (\$0 deductible)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Annual Rates (based on annual gross inco	me)				
\$ 30,000 or less	\$ 555.00	\$ 825.00	\$ 1,075.00	\$ 1,325.00	\$ 1,575.00
\$ 30,001 - \$100,000	\$ 1,097.00	\$ 1,638.00	\$ 1,909.00	\$ 2,159.00	\$ 2,409.00
\$100,001 - \$200,000	\$ 1,637.00	\$ 2,448.00	\$ 2,854.00	\$ 3,104.00	\$ 3,354.00
\$200,001 - \$300,000	\$ 2,178.00	\$ 3,260.00	\$ 3,800.00	\$ 4,125.00	\$ 4,375.00
\$300,001 - \$400,000	\$ 2,719.00	\$ 4,071.00	\$ 4,747.00	\$ 5,153.00	\$ 5,450.00
\$400,001 - \$500,000	\$ 3,260.00	\$ 4,883.00	\$ 5,694.00	\$ 6,181.00	\$ 6,537.00
Single Event Coverage (per event) *Single event = 10 days or less	\$ 181.00	\$ 264.00	\$ 514.00	\$ 764.00	\$ 1,014.00

<sup>\*</sup>Cost includes premium and a \$15 risk purchasing administration fee.

**Commercial General Liability with Enhancement Endorsement** – coverage that protects the insured against liability claims for bodily injury and property damage arising out of their operations. 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

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

**Medical Payments for Participants** – coverage that pays the medical and dental expenses incurred by a "participant" when an accidental injury occurs while participating in your covered activities. This coverage is primary. Participant means any:

- a. Person practicing for or participating in any physical exercise, athletic or recreational activity, game, sport, contest, performance, exhibition, or entertainment activity; or
- b. Member of the audience participating in any physical exercise, athletic or recreational activity, game, sport, contest, performance, exhibition, or entertainment activity.

"Participant" does not include any instructor, coach, official, referee, volunteer, or compensated member of your staff, including "employees" or independent contractors; nor does it include any member of the audience not described in Paragraph b. of this definition.

## **EXCLUSIONS**

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

- Reenactment performances/activities involving boats and/or activities held on or in water
- Abuse, molestation, or exploitation
- All operations listed as ineligible
- Amusement devices (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks)
- Animals (injury or death to any animal or injury, death or property damage caused by your animalsee FAQ on page 4 for limited small animals coverage)
- Asbestos

- · Body surfing and/or mosh pits
- · Communicable disease
- Cyber incident, data compromise, and violation of statutes related to personal data
- Employment-related practices
- Events hosted/organized by the performing group
- Fireworks (exclusion does not apply to flashboxes)
- Full body art/painting
- · Fungi or bacteria
- · Haunted attractions
- Historical battle reenactments
- Hot wax impressions

- Lead
- Nuclear energy
- Ownership of an owned facility for performances
- Personal and advertising injury
- Throwing of object(s) into the audience during a performance
- Use of any substance to paint or apply on the face or body that is not classified as non-toxic and/ or manufactured using only FDA compliant ingredients

# **OPTIONAL COVERAGE AVAILABLE**

# Sexual Abuse or Sexual Molestation Liability OR

# Abuse, Molestation, or Exploitation Defense Cost 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. This limit is part of, not in addition to, the general liability limit selected.
- Option 2: \$100,000 of coverage for reimbursement of defense costs only resulting from claims arising out of abuse, molestation, 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 7.
- 2. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your group with our Bands and Performing Groups RPG Insurance Program.
- 3. Only one option may be purchased.

Rates		
Options	Annual Gross Income	Rate
	\$30,000 or less	\$ 150.00
	\$30,001 - \$100,000	\$ 216.00
<b>Option 1</b> - \$1,000,000	\$100,001 - \$200,000	\$ 324.00
Sexual Abuse or Sexual Molestation Liability	\$200,001 - \$300,000	\$ 433.00
	\$300,001 - \$400,000	\$ 541.00
	\$400,001 - \$500,000	\$ 649.00
	Single Event	\$ 150.00
<b>Option 2</b> - \$100,000	\$1.00 - \$500,000	\$ 100.00
Abuse, Molestation, or Exploitation Defense Cost Reimbursement	Single Event	\$ 100.00

# FREQUENTLY ASKED QUESTIONS

## 1. What name should be listed on enrollment form?

For coverage to extend to all members of the group, it is important to provide the full and/or legal name of the group. If performing under a stage or another name, include that name on the "doing business as" line.

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

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

## 3. When should I make our coverage effective?

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

# 4. I have been asked by the facility/event where I will be working to add them as an additional insured to my policy. What does this mean and how do I do that?

An additional insured is an entity which has an insurable interest for claims arising out of your negligence as the named insured. Such possible entities are a landlord or sponsor. By providing an entity additional insured status they now are entitled to defense and indemnity (if policy limits have not been exhausted) under your policy with no responsibility for premium payments.

You can add an entity as an additional insured under the certificate request section of the enrollment form. Please remember to provide their complete name, address and relationship to you. All requests must be made in writing.

# 5. What does annual gross income mean? Annual gross income is the total revenue received before any deductions or allowances, as for

# 6. If I need to request another certificate of insurance, how do I do this?

cost of goods sold, taxes, etc.

A written request from the insured is required. A certificate request form will be sent with your coverage documents that can be mailed, faxed or e-mailed to us. Please allow adequate time for processing.

# 7. What if my act involves an animal and it injures someone?

This program only provides coverage for claims arising out of the following smaller animals: rabbits, doves, mice, hamsters, non-venomous/non-constrictor snakes and dogs weighing less than 15 pounds. No coverage exists for claims arising from all others animals, and no coverage is provided for the actual death or injury to any animal.

# 8. Will I receive a policy after submitting the enrollment form?

You will receive a certificate of insurance as proof of coverage. Coverage is offered exclusively through Sports, Leisure and Entertainment Risk Purchasing Group (RPG). The RPG receives a master policy from the company. Submission of this enrollment form confirms your desire to receive coverage through the RPG. Each member receives their own certificate of insurance as their evidence of coverage. The limits of insurance apply individually to each insured member organization-there are no shared limits of liability with any other members. A copy of the RPG master policy can be requested in writing to: Academic HealthPlans, Inc. P.O. Box 25936, Overland Park, KS 66225 or recsportsandmore@risk-strategies.com.

This brochure is for illustrative purposed only and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverages 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.



# **Enrollment Form - Bands and Performing Groups**

Valid for effective dates from 4/1/23 through 3/31/24

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. A risk purchasing group (RPG) provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG administration fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.

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

GENERAL INFORMATION	_	e where required steed enrollment form (pages 5-12) with payment
O I am a new account O I am renewing	g my coverage	
Full legal name of business:		
		company is a Sole Proprietorship, then this will be your personal name or DB
Applicant is a: O Sole Proprietorship	Limited Liability Co.	Corporation O Partnership
Other (describe):	•	·
Mailing address:		
		State: Zip:
		Phone: ()
		/
		ail about your policy. Refer to page 10 of the application for Electronic
Disclosure and Consent)	hission to contact you by ema	all about your policy. Herer to page 10 of the application for Electronic
us, or on a later date you specify below.  O Start my coverage or  BUSINESS INFORMATION		please provide the expiration date of your current policy.)
1. Type of entertainers/performers/bands	(check all that apply)	
Balloon artists	O Contortionists	O Mimes
O Band (tribute, wedding, garage)	O DJ's or KJ's	<ul> <li>Musical ensemble (quartet,</li> </ul>
O Belly dancers	O Drum corp	duo, instrumental)
<ul> <li>Bugle corp (instrumental)</li> </ul>	O Face/body painters	
<ul> <li>Caricature sketching artists</li> </ul>	<ul> <li>Holiday characters</li> </ul>	<ul> <li>Psychics/fortune tellers</li> </ul>
<ul> <li>Celebrity look-alikes</li> </ul>	<ul><li>Impersonators</li></ul>	O Puppeteers
<ul><li>Choral group</li></ul>	<ul><li>Impressionists</li></ul>	O Story tellers
O Clowns	O Jugglers	O Ventriloquists
O Comedians	<ul><li>Magicians</li></ul>	O Western performers
<ul><li>Conductors</li></ul>		O Yodelers
O Other - subject to approval (pleas	e describe):	
2. If applicable, the type of music genres	performed and the % of	each
Big band% Classical	% Folk	% Pop/soft rock% Religious/gospel%

Big band	%	Classical	%	Folk	%	Pop/soft ro	ock	_% Religio	us/gosp
Bluegrass	%	Country	%	Jazz	%	R&B	%	Swing	c
Blues	_%	Ethnic/world _	%	Oldies _	%				
Other (please of	desribe): _							%	
3. Type of venues	where gro	oup performs a	nd the %	at each (d	check all tl	nat apply):			
O Auditoriums	9	6 O Nightclu	bs°	%	O Recept	tion halls	%	O Virtual _	%
O Bars	_%	<ul><li>Outdoor</li></ul>	venues _	%	O School	s/universitie	s%	<b>%</b>	
Other (pleas	e describe	):						%	

#### **BUSINESS INFORMATION CONTINUED** 4. Do you own or operate your own facility? O No (If yes, this program only provides coverage for your operations as a band or performing group. It does not extend to the operation of the facility.) 5. Are any of the events where the group performs part of a promoted tour? O Yes O No 6. Does your annual gross income exceed \$500,000? O Yes O No 7. Do you have more than 30 members in the performing group? O Yes O No 8. Is at least one member or representative of the group 18 or older? O Yes O No 9. Do you conduct/perform operations outside the U.S.? O Yes O No If yes, How many times per year do you perform outside of the U.S.? • What is the maximum number of days you will spend outside the U.S. for performances? Note: Coverage applies only if your responsibility to pay damages is determined in a suit brought in the U.S. O Yes 10. Do your performances include any of the following: O No • Reenactment performances/ • Circus act Throwing of object(s) · Use of any substance to activities involving boats Fireworks/pyrotechnics into the audience paint or apply on the face or Full body art/painting during a performance and/or activities held on or is not classified as non-toxic Hot wax impressions Weapons (live in water and/or manufactured using Animals\* (see FAQ on pg 4) Hypnotism ammunition/sharpened only FDA compliant ingredients · Stunts and/or Athletic activity blades) Permanent tattoos or body piercing strength acts

Note: The exposures/activities listed above are not covered by this program and any resulting claims will be denied.

# PREMIUM CALCULATION

### Annual Coverage

Body surfing/mosh pits

Annual Gross Income	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit	Option 3 \$3,000,000 CGL Limit	Option 4 \$4,000,000 CGL Limit	Option 5 \$5,000,000 CGL Limit
\$ 30,000 or less	O\$ 555.00	O \$ 825.00	O \$ 1,075.00	O \$1,325.00	O \$1,575.00
\$ 30,001 - \$100,000	O \$1,097.00	O \$1,638.00	O \$1,909.00	O \$2,159.00	O \$2,409.00
\$100,001 - \$200,000	O \$1,637.00	O \$2,448.00	O \$2,854.00	O \$3,104.00	O \$3,354.00
\$200,001 - \$300,000	O \$2,178.00	O \$3,260.00	O \$3,800.00	O \$4,125.00	O \$4,375.00
\$300,001 - \$400,000	O \$2,719.00	O \$4,071.00	O \$4,747.00	O \$5,153.00	O \$5,450.00
\$400,001 - \$500,000	O \$3,260.00	O \$4,883.00	O \$5,694.00	O \$6,181.00	O \$6,537.00

## O Single Event Coverage (10 days or less)

Single Event/Show	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit	Option 3 \$3,000,000 CGL Limit	Option 4 \$4,000,000 CGL Limit	Option 5 \$5,000,000 CGL Limit	
	O \$ 181.00	O \$ 264.00	O \$ 514.00	O \$ 764.00	O \$ 1,014.00	
Event name: Event date(s):/ to/						
Event location:						

# **OPTIONAL COVERAGES PREMIUM CALCULATIONS**

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

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

	O Check here and skip this section if you do not want this coverage	ge optio	n
1.	Does your organization currently have employees, volunteers or independent contractors? The term "Volunteers" means someone, including parent volunteers, who exerts control over or supervise	O Yes es participa	O No ants.
2.	Have any claims, allegations or charges of abuse, molestation or sexual misconduct been made against you or your organization or anyone working on behalf of your organization If yes, please explain:	O Yes	O No
3.	Are you aware of any occurrences that could lead to a claim?  If yes please explain:	O Yes	O No
4.	Do you, your organization or sanctioning/governing body have written procedures in place regarding the prevention and mitigation of abuse, molestation or sexual misconduct? If yes:	O Yes	O No
	a. Do the procedures require that known or suspected abuse incidents must be be reported to law enforcement?	O Yes	O No
	<ul> <li>b. Are written procedures provided or available to each employee, volunteer, independent contractor or sanctioning/governing body member?</li> </ul>	O Yes	O No
	c. Does your written plan include reasonable procedures to limit one-on-one interactions 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 emerger		O No
5.	Please complete the following questions regarding employee, volunteer, or independent control controls used by your organization.	actor scre	eening

Disease Ossessiate All Ossestians	F1	\/_
• Check here and skip the chart below if you have no employed	ees, volunteers, or ind	ependent contractors

Please Complete All Questions  The term "Volunteers/Independent contractors" in the following questions means someone who exerts control over or supervises participants.	Employees (Check Here if No Employees ())	Volunteers/Independent contractors (Check Here if No Volunteers/ Independent contractors )	
Are employee/volunteer applications required?	O Yes O 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?	O Yes O No	○ Yes ○ No	
Are background checks provided by a third party vendor/service?	O Yes O 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: \_\_\_

6. Please select Option 1 or 2 below and complete

Rates (based on annual gross income/single event) - Choose one option				
Options	Annual Gross Income	Rate		
	\$30,000 or less	O \$ 150.00		
	\$30,001 - \$100,000	O \$ 216.00		
0	\$100,001 - \$200,000	O \$ 324.00		
Option 1 - \$1,000,000 Sexual Abuse or Sexual Molestation Liability	\$200,001 - \$300,000	O \$ 433.00		
	\$300,001 - \$400,000	O \$ 541.00		
	\$400,001 - \$500,000	O \$ 649.00		
	Single Event	O \$ 150.00		
Option 2 - \$100,000	\$1.00 - \$500,000	O \$ 100.00		
Abuse, Molestation, or Exploitation Defense  Cost Reimbursement	Single Event	○ \$ 100.00		

# **CERTIFICATE REQUESTS**

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

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

Note: Please request all additional insureds needed for this policy term. Additional insureds from the expiring policy term will

not be automatically renewed. 1. When is this certificate needed? : / / 2. What is the additional insured's relationship to you? O Owner/manager/lessor of premises (facility or venue) O Sponsor O Co-promoter O Other (please identify/explain): NOTE: The certificate holder will automatically be an Additional Insured for an Owner/manager/lessor, Sponsor or Co-Promoter relationship 3. Certificate holder/additional insured name: Mailing address: \_\_\_\_\_ State: \_\_\_\_\_ Zip:\_\_\_\_\_ 4. Does the certificate holder/additional insured require any special wording or endorsements? O Yes O No If yes, check all that apply: O CG2026 O Primary/noncontributory O Waiver of subrogation O Other (please explain): NOTE: If you are not sure, please attach a copy of the insurance requirements/instructions you've received. 5. For specific events: Date(s) of event/activity: \_\_\_\_/\_\_\_ to \_\_\_/\_\_\_\_ Hours of event/activity: \_\_\_\_\_\_ A.M./P.M. to \_\_\_\_\_ A.M./P.M. Type of event/activity: \_\_\_\_\_\_ Name of event/activity: \_\_\_\_\_ Location of event/activity:

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

# **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; Activities or events hosted or organized by the insured; Any events or activities involving or promoting tobacco or cannabis; Asbestos; Body surfing and/or mosh pits; Commercial general liability standard exclusions (CG0001 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; Cyber incident, data compromise, and violation of statutes related to personal data; Employment related practices; Fireworks (However, this exclusion does not apply to flashboxes. As used in this environment, flashboxes means any device used to create a visual effect along with an explosive noise that is induced electronically in a cylinder with no projectile, wadding, or wrapping); Full body art/painting; Fungi or bacteria; Groups with more than 30 members; Groups without one member who is at least 18 years old; Hot wax impressions; Lead; Nuclear energy; Ownership of a facility for performances; Personal and advertising injury; Reenactment performances/activities involving boats and/or activities held on or in water; 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; Animal (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you. However, rabbits, doves, mice, hamsters, non-venomous/non-constricting snakes and dogs weighing less than 15 lbs, are covered for the liability arising out of the insured's operations that include the use of these animals); Bungee; Dunk tank; Haunted attraction; Performer ("bodily injury" or "personal and advertising injury" to any performer or entertainer during any activity, event, or exhibition including, but not limited to, any stunt, concert, show, or theatrical event); Rodeo: Saddle animal; Snowmobile; Throwing of object(s) into the audience during a performance; Use of any substance to paint or apply on the face or body that is not classified as non-toxic and/or manufactured using only FDA compliant ingredients; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Unmanned aircraft; Those operations listed as ineligible: Acrobatic/ aerialist performers; Actors or actresses; Bands and groups with music genres of electronic/techno, hip hop, rap or heavy metal/screamo; Circus performers; Cosmetologists/beauticians; Escape artists; Exotic dancers/strippers; Henna/Mehndi artists; Historical battle re-enactment groups or events; Hypnotists; Instruction of other individuals for a fee; Jousters; Mascots (college, high school, professional); Models; Performers putting on an athletic exhibition, event or activity; Performers using weapons (live ammunition or sharpened blades); Permanent tattoo and/or body piercing artists; Production/ entertainment companies; Public speakers; Pyrotechnicians; School accredited/sponsored programs, bands and/or performing groups; Strength performers; Stunt performers; Touring bands and/or groups

# Total Liability Premium (from page 6) \$ (A) Optional Coverage Sexual Abuse/Sexual Molestation Premium: (from page 7) O \$100,000 Defense Reimbursement Only OR O \$1,000,000 Liability Limit Total Cost Due (add lines A + B) \$

COSTS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS (may vary by state).

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

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

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

# **ATTENTION: AGENTS**

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

# AGENTS: Please complete the information below. Agency name: Agent/contact name: Agency complete mailing address: City Address State Agency telephone: (\_\_\_\_) \_\_\_\_\_ Agency fax: (\_\_\_\_) \_\_\_\_ Agent/contact e-mail address: Tax I.D. Agent License #: \_\_\_\_ I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain errors and omissions insurance with a minimum limit of \$1,000,000 for myself, my officers, and employees. If requested, I will provide reasonably satisfactory evidence of all of the above mentioned items. I understand that agents do not have authority to issue binders or a certificate of insurance on behalf of this program. Agent signature: Date:

Academic HealthPlans, Inc. • P.O. Box 25936 • Overland Park, KS 66225 • 1-800-955-1991 ext 5617

E-mail = recsportsandmore@risk-strategies.com • Fax 1-913-754-5617 • www.4RecSportsAndMore.com

FL #L093416, CA #0H18178, TX #1657333

# Electronic Signature Disclosure and Consent PLEASE READ, COMPLETE #9 BELOW, AND SIGN BELOW

### **Electronic Signature Disclosure and Consent**

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction.

Academic HealthPlans, Inc., whether on its own behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud services, digital storage, digital media or similar electronic means to transmit Policy Documents to its clients. This Agreement informs you of your rights when we are delivering and you are receiving such documents from us electronically.

By agreeing to proceed with this transaction, you acknowledge and consent to the following:

- 1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
- 2. I understand that further documents relating to this insurance purchased through Academic HealthPlans, Inc., including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my on-line registration. I consent to such documents being provided to me electronically.
- 3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
- 4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction and/or my on-line registration process shall be requested by me by faxing, emailing or by mailing a written notice to: Academic HealthPlans, Inc., P.O. Box 25936, Overland Park, KS 66225.
- 5. I understand that I have the right to obtain a paper copy of any electronic record provided to me pursuant to this transaction or any subsequent transaction involving my coverage by mailing a written request to the address provided in paragraph 4.
- 6. In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
- 7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time by faxing, emailing mailing or a written request to the address provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I understand that I will receive a paper copy of future policy documentation.
- 8. Information relating to this transaction is subject to the terms of our privacy statement, a copy of which is provided at www.4RecSportsAndMore.com.
- 9. DOCUMENT DELIVERY. After this enrollment form is approved, you will receive a certificate of insurance showing evidence that coverage has been bound. When submitted through an insurance agent or broker, this coverage document will only be delivered to them. Additional certificate requests will be issued to the same person. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

If you <b>DO NOT</b> want to be emailed please check here a	and select your preferred method of document delivery. O
○ Fax to:	attn:
O Mail to:	attn:

## REPRESENTATION STATEMENT

## **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.

COSTS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS (may vary by state).

Applicant business name (from page 5):

Applicant or agent signature:

Date:

Printed name:

Title:

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

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

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

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

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

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

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

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

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

# **PAYMENT OPTIONS**

Submit a completed enrollment (including signed Representation Statement) and payment to: Applicant business name: Effective date: PAY BY ACH (Bank Account): E-mail klegendre@risk-strategies.com or Fax 1-913-754-5617 I (we) authorize Academic HealthPlans, Inc. to initiate a single electronic debit from the account shown below: Name on Bank Account: \_\_\_\_\_ Bank Name:\_\_\_\_ Draft Amount: \$ O Checking, or O Savings Bank Account Routing/Transit Number\*\_ Bank Account Number\* \*See below for an explanation of where to locate these two sets of numbers on your bank check. Authorized Signature(s) - (Not required if authorization by phone) Date: Authorized Signature(s) - (Not required if authorization by phone) **EXPLANATION OF CHECK NUMBERS** YOUR NAME 1234 Main Street 1. Bank Routing/Transit Number - This is a nine digit Anywhere, OH 00000 number separated by a bar and a colon I: 123456789 I: \$ 2. Account Number - This number may appear as the second, first or third series of numbers. Please read carefully. DOLLARS 3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH. ROUTING ACCOUNT CHECK 2. NUMBER 3. NUMBER NUMBER PAY BY CHECK: (Payable to Academic HealthPlans, Inc.) Mail Regular Mail Overnight Mail Academic HealthPlans, Inc. Academic HealthPlans, Inc. 16201 West 95th Street, P.O. Box 25936 Overland Park, KS 66225 Suite 210 Lenexa, KS 66219 **PAY BY CREDIT CARD:**  Fax only 1-913-754-5617 O MASTERCARD O AMERICAN EXPRESS O VISA Card number: Expiration date: \_\_\_\_ CSC # (card security) code: \_\_\_\_\_ 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: ( )