### **Recreational General Applicant** BENCHMARK MANAGEMENT GROUP SPECIALTY LINES UNDERWRITERS Proposed Effective Date: **Proposed Expiration Date:** APPLICANT NAME: (include subsidiaries & Type: "dba" to which this insurance applies) ST/Prov: Zip/Postal: Address: City: Cell Phone: Contact Name: Bus Phone: Website: E-mail: City: Mailing Add: ST/Prov: Zip/Postal: **BUSINESS LOCATIONS** New Business FED ID: Brokerage/Booking of Trips (If YES, Attach Certificates for all ventures for whom you sell/book/broker activities) All Other Receipts Total Receipts Instructional/Guided Activities - Last 12 mos.: All Other Receipts Est Receipts Instructional/Guided Activities - Next 12 mos.: Seasonal Business From: You manufacture, install, assemble any products that you sell Explain **REQUESTED LIMITS** (please check one) 300,000 100,000 500,000 1,000,000 **REQUESTED DEDUCTIBLE** (please check one) 250 500 1000 5000 # YRs experience in the operation you are requesting insurance: # YRs in the business you are requesting insurance: **DESCRIBE ACCIDENT LOSSES FOR THE PAST 5 YEARS** (include past & previous operations) Attach Loss Runs if available & Brief Description of YEAR/Accident / Amount Paid or Reserved In the last 5 years, have been engaged or are presently engaged in a similar business operation under another business name Start Date: End Date: Business Name: Location: Presently or in the Last 12 Months Carry Insurance Occ Limits: Policy Start Date: It is hereby agreed and understood that this application for insurance is subject to review by underwriting. Coverage is not bound until submission for insurance is acceptance by First Flight Insurance Group, Inc., all signed forms are in place, AND the total required deposit premium has been paid in full. Binder of Coverage will be confirmed with a signed Binder or a Policy, as issued by First Flight Insurance Group, Inc. No other entity or agent has the right to bind coverage or issue a Certificate of Insurance or Binder for coverages submitted under this application. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPNAY OR ANOTHER PERSON FILES APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATON CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (Not applicable in CO, HI, OH, OK, OR, or VT; in DC, LA, ME and VA, insurance benefits may also be denied). **Applicant Signature** Print Applicant Name/Title

Producer/Date

ADDITIONAL IN	ISURED (Please check if C	Certificate and/or	Excess is needed)	
1) Name:			Relationship:(Landowner, etc)	
Address:		City:	ST/Prov:	Zip:
<ul><li>Certificate</li></ul>	<ul><li>Excess Coverage</li></ul>	Occurrence	Aggregate	
2) Name:			Relationship:(Landowner, etc)	
Address:		City:	ST/Prov:	Zip:
<ul><li>Certificate</li></ul>	<ul><li>Excess Coverage</li></ul>	Occurrence	Aggregate	
3) Name:			Relationship:(Landowner, etc)	
Address:		City:	ST/Prov:	Zip:
○ Certificate	<ul><li>Excess Coverage</li></ul>	Occurrence	Aggregate	
<b>EQUINE PREM</b> Raise hay/grain	ISE INFORMATION En	ter Square Footage:		Indoor arena
C Engaged in Oth	ner Business Describe:			
<ul><li>Provide huntin</li></ul>	g, fishing or pack trips - Com	plete the Guided Re	ecreational Activities Application	
<ul><li>Premises super</li></ul>	rvised 24 HRs a day Explain	if not:		
PLEASE CHECK	ALL OPERATIONS THAT	APPLY AND ATT	ACH THE REQUIRED SUPPLEM	IENT(S)
	ACTIVITY		SUPPLE	MENT
Equestrian Sc	chools, Riding Instruction or C	Clinics	<u>Section</u>	<u>on I</u>
Boarding, Pas	sturing, Training or Breeding		<u>Section</u>	on II
☐ Horse, Tack o	r Food Sales		<u>Section</u>	on III
☐ Wagon, Hay,	Sleigh or Carriage Rides		<u>Section</u>	on IV
Pony Rides of	r Petting Zoos		Section	on V
Care, Custody	y or Control		CCC App	<u>lication</u>
Riding Club			Riding Club	<u>Application</u>
☐ Pleasure, Sho	ow Horse(s) or Race Horse(s)		Pleasure Horse	e Application
Applicant Signatu	ro.		Drint Applicant News /T	itlo.
Applicant signatu	ie		Print Applicant Name/T	itie

# POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2014, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier these

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

I hereby elect to purchase coverage for acts of t  \$	errorism for a prospective premium of			
I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that  I will have no coverage for losses arising from acts of terrorism.				
Policyholder/Applicant's Signature	Syndicate on behalf of certain Underwriters at Lloyd's			
Print Name				
Date/Time Field	Policy #			
LMA9011 21/12/07 Form approved by Lloyd's Market Association				

SPECIALTY LINES UNDERWRITERS		(submit with General Application)			
	Proposed Effective Date:	Pro	pposed Expiration Date:		
APPLICANT NAME: (include s and "dba" to which this insurance					
	HECK ALL OPERATIONS Project Premium if New Busin				
Course Rental \$	General Store Sales	\$	☐ Food & Beverage Sales	\$	
Other		\$			
Apart from the operations medescribe any other operations	·				
Apart from the operations medescribe any other operations					
		vities listed above	(additional information/underv	writing required)	
Do you operate from:	Owned Premises C Leas	sed Premises If L	eased, describe arrangement	below:	
Who originally built your cour	se and when was it finalized (mo	o/yr)?			
Built to what standards? If ne	either, explain below AC	CCT standards	OPRCA standards		
Have you made any additions	to the course since its original c	construction?	Yes O No If YES, descr	ibe below	
List date added, element nam	ne, construction vendor name:				
Current Membership:	OACCT OPRCA	Other			
Do you allow other organizati	ons to use or rent your facilities?	Yes No	If YES, Explain below		
Do you provide supervision w	hen others rent your facilities?	○ Yes ○ No	If YES, Explain below		
•	, do you require certificates of ins		ou as additional insured?	○Yes ○ No	
Do you use a hold harmless a	agreement with the contracting e	ntity?		○ Yes ○ No	

INSPECTION INFORMATION				
Date/Name of last inspection by a professional firm:				
Frequency: Monthly Quarterly Anr	,	,	Other - Explain	○Yes ○ No
If NO, Please EXPLAIN:	·		·	OTES ONO
Do you maintain a written log documenting inspection	ns of the course	elements	s?	○ Yes ○ No
Do you maintain a written log documenting inspection	ns of all related e	equipmer	nt?	○ Yes ○ No
If you have Challenge/ropes course operations, who	does your annu	al inspec	ctions?	
Do you perform daily visual inspections of the course	and aguinment?	,		
PARTICIPANT INFORMATION	and equipment:			○ Yes ○ No
Guide to Max # Itinerary Descripti	on	Min Age	Transportation	Duration
			No	
Do you require all participants to sign a waiver?	Yes O No If	NO, Ехр	lain below	
Explain waiver signing procedures for participants ur	nder the age of 1	8:		
Describe how long and how you maintain your waive	r records:			
Describe now long and now you maintain your waive	records.			
Was waiver/release form created and/or reviewed by	an attorney fam	iliar with	local laws? OYes	○ No
Name of attorney/legal counsel who reviewed/created waiver:  Date of Last Update:				
How many participants go through your challenge co	urse each year?			

WAIVER MUST BE ATTACHED AND APPROVED BY UNDERWRITING

JU	Suide infurmation: Age and experience of all guides: (Please attach additional sneets if necessary)						
#:	NAME	POSITION	CERTIFICATION ASSOCIATION	TOTAL YRS EXPERIENCE	FIRST AID/CPR DATES		
If t	he guides are not certified by an outsid	e organization, please	e describe their quali	fications and experier	ice:		
	S ANY GUIDE BEEN INVOLVED IN AN IN <u>YES, PLEASE GIVE DETAILS:</u>	ICIDENT WHICH RESU	ILTED IN A DEATH OR	SERIOUS INJURY?	○Yes ○ No		
	you provide training for your guides?		raining and describe	the training			
	/ES, what are the qualifications of the p	person providing the ti	raining and describe	the training:			
	icate the maximum number of Cuidea	Staff vour aparation by	ad an any ana day la	ot voor			
	icate the maximum number of Guides/sull Time	Contract La		St year. Seasonal Labor			
	guides carry communication devices?			ain the type of device			
	guides carry communication devices:	100 (110	ii 1 LO, piease expi	ant the type of device	Carried.		
	CATION INFORMATON: scribe the exact location for each of you	ır zipline/canopy itiner	raries Be specific:				
			<u> </u>				
	Location, Name of Area, Crag	Difficult	Cand	ppy Bridges	How Many		

What sort of braking systems does your facility	utilize?				
Does your course require the participants to ha	nd brake?	○ Yes	If YES, describe in detail, instructions g	jiven:	
		- N			
		○ No	If NO, what is the method used to stop t	the partic	cipant?
					O N-
Do you require all clients to wear an approved har	ness prior to a	idvancing	to top of zipline? If NO, Explain below:	○ Yes	( NO
Do you require all clients to wear an approved	gloves/bolme	+2 If NO	Evolain balaur	○Yes	○ No
bo you require all clients to wear an approved (	gioves/Heilile	it: II NO,	Explain below.		O NO
Do you provide any services after dark, includir functions? If YES, Please Describe	ng but not lim	ited to, ni	ght zipling and overnight camping	○ Yes	○ No
Describe kinds of verbal contracts or warnings	are given?				
Do you have an emergency response plan in pl	lace? If NO,	please ex	xplain	○ Yes	○ No
Do you provide transportation to/from your cour for automobile exposures. If other than automobile				○ Yes	○ No
			N MUST BE INCLUDED ON TO BE ACCEPTED:		
Resumes for key personnel showing ropes to	raining comp	leted			
Copy of Staff Training Program					
☐ Proof of ACCT or PRCA membership					
☐ Copy of course & equipment inspection cond	ducted within	the past	12 months by an insured professional fir	rm	
Copy of waiver/release					
☐ Company Brochures or website address					
_					
Signature	_		Print Name		
Date	_ 	age 4 of 7			

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### ZIPLINE/CANOPY TOUR OPERATIONS ENDORSEMENT

This endorsement forms a part of the policy to which it is attached effective on the inception date of the policy.

It is condition of coverage that at any time Zipline/Canopy Tour are being conducted, You will comply with the following operational guidelines:

- 1. An industry accepted helmet and safety equipment must be worn by all participants.
- 2. All guides must be at least 21 years of age with a minimum of two years guiding experience.
- 3. The senior guide must have a minimum of advanced first aid medical training for all activities. Medical supplies suitable to the degree of training of the responsible person must be available or carried at all times.
- 4. Guides and trip leaders must have basic first aid certification as a minimum medical qualification. Guides, instructors and employees must be current in CPR and First Aid, possess all relevant skills and knowledge of operations, including but not limited to; following established guidelines and safe operating procedures, exhibit proficiency in emergency techniques, capable of following instructions for the proper use of safety equipment and able to notify medical personnel. In addition, they must be able to clearly and adequately instruct the participants of proper emergency procedures that is expected of participants.
- 5. All technical equipment must be manufactured to standards similar to those established by the Association for Challenge Course Technology (ACCT) or the Original Canopy Tour (OCT) or the Professional Ropes Course Association (PRCA). All other equipment must be purchased from a vendor that has significant knowledge of equipment manufacturers.
- 6. Guide to customer ratio not to exceed six (6) customers to one (1) guide.
- 7. You will inspect all equipment daily, prior to the commencement of activities. You will maintain and keep a written log of these procedures. Equipment, which a reasonable and prudent person would consider damaged and worn, so as to create a potential hazard to life or health, will never be used in activities. All equipment is to be checked by the insured or employees of the insured prior to use in compliance with manufacturer recommendations and guidelines
- 8. All employees will be fully informed of these requirements and agree to enforce them.
- 9. Guides, instructors, operators and employees are required to abide by all local, state, and federal laws relevant to the activities.
- 10. Zipline/ Canopy Tour participants shall be given a safety briefing prior to departure and before the Zipline/Canopy Tour activity commences. It is your responsibility to ensure that this safety briefing will be instructive, informative and capture the undivided attention of all participants and should include:
  - a) A description of the activity itself.
  - b) The safety precautions while underway.
  - c) The procedure in the event of an unexpected emergency.
  - d) The proper use of hand signals where applicable.
  - e) Precluding any participants who appear to be afraid or intimidated prior to their activity.

Page 1 of 2 as acknowledge by		
Authorized signature of Insured	Date	

## ZIPLINE/CANOPY TOUR OPERATIONS ENDORSEMENT (continued)

- 11. You will not allow any activity which is not a `Guided Activity'. Participants will be supervised at all times by an instructor or an assistant instructor, with suitable experience during all times that the facilities are in use.
  - **Guided Activities** means that the activity is under the continuous observation and control or supervision of the insured and / or the insured's qualified instructors / employees.
- 12. Participants must be at least 8 years of age on their last birthday or the age as designated by law, whichever is greater and weigh at least 70 pounds. Participants must not weigh more than 250 pounds.
- 13. All operators, instructors or employees must be equipped at all times with a fully functional and sufficient VHF radio and / or other reliable communications; First Aid Kit, whistle; and an emergency cell phone. All personnel must be aware of this equipment and how it is operated. The qualified instructor / authorized adult employee must be present on site at all times during activities.
- 14. All concessionaires / bona-fide sub-contractors must maintain their own insurance for liability as covered under this contract of insurance for amounts and terms not less than stated in the schedule of this contract of insurance.
- 15. All contracts and other documentation required of this policy must be signed and maintained on file for no less than three (3) years including, but not limited to; (a) "Certificate of Understanding and Express Assumption of Risk", (b) signed and dated waivers of liability, (c) incident / claim forms.

Failure to comply with any of these conditions of coverage shall automatically void the coverage provided by this policy

In your handwriting, write the following on the lines belo	ow: "I have read and agree to	follow the above at all times.
Authorized signature of Insured	 Date	
Printed or Typed Name of the Insured	 	

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## ZIPLINE/CANOPY TOUR OPERATIONS WARRANTY OF COMPLIANCE WITH TERMS

In consideration of the coverage provided, **you** make the following Warranties, which shall be a basis of this insurance. **You** agree that each Warranty is material to **our** decision to insure **you** and that, but for these Warranties, no policy would be issued.

Failure to comply with any one of these Warranties WILL render coverage under this policy null and void in the event of a claim.

`The guidelines set forth in **Your** policy, its related documents and within this form, are to be utilized for underwriting and coverage purposes only and not to be construed as the applicable `Standards' in the industry or as `Safety Standards' in any litigation which may arise against the insured.'

### YOU WARRANT FOR ALL INSUREDS THAT:

- A. Prior to embarkation, allowing a participant to commence activities or to participate in any activity, each participant and / or passenger will be required to sign the GUIDES AND OUTFITTERS OPERATIONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter `Release') form provided and approved by us. In the event a participant or passenger is less than 18 years of age, both the participant and his or her parent or (adult) legal quardian must sign the Release.
- B. You will ensure that the `Release' form, provided and approved by us, is fully and accurately completed in accordance with the `Important Instructions Form' provided by the insurance company.
- C. Prior to allowing a participant to participate in any activity, **you** <u>will</u> provide a pre-activity safety briefing to each and every participant, including but not limited to adequate instruction on the safe use and operation of the equipment, explanation of local and State laws and requirements, verbal warnings of assumed risks, and that no use of alcohol or drugs is allowed.
- D. You will not allow any participant to (a) participate when you know, suspect or believe that those individuals are or may be under the influence of alcohol or drugs (b) take or consume alcohol or drugs during activities.
- E. All Sections detailed in the `Zipline/Canopy Tour Operations Endorsement' will be strictly adhered to at all times during the course of Guides and Outfitters operations and activities conducted by **you**.

It is hereby understood and agreed that if any activity takes place, without full compliance by you with all Warranties set forth above, the insurance coverage provided by the Policy shall be null and void. All other terms, conditions, limitations and exclusions remain unchanged.

I am either the owner of the business, or am authorised to sign on behalf of the **designated insured**, whether a partnership, corporation, or other form of organization, which has applied for Commercial General Liability Insurance. By my signature below, I attest to the fact that I have read, understood, and agree to the stated terms, conditions and Warranties that are part of this endorsement. If insurance is offered to **us** this signed agreement will form a part of the policy.

Submission to the insurer of this form or other information does not obligate the insurer to provide all, or any of, the insurance requested not obligate us to purchase the insurance offered. However, if insurance is placed, we acknowledge that failure to abide by the terms of this agreement may lead to suspension of coverage, denial of coverage, and defence under this policy.

Authorized signature of Insured	Date	
Printed or Typed Name of the Insured	Title	

### FIRST FLIGHT AND UNDERWRITERS ANTI-FRAUD STATEMENT

### THIS ANTI-FRAUD STATEMENT IS AN INTEGRAL PART OF YOUR APPLICATION FOR INSURANCE AND ANY INSURANCE POLICY THAT MAY BE ISSUED BASED ON THE INFORMATION PROVIDED. PLEASE READ THIS CAREFULLY

A person commits a fraudulent insurance act if that person knowingly and with intent to defraud or deceive any insurance company or other person either (a) files an application for insurance or statement of claim containing any materially false information, or (b) conceals information concerning any material fact in order to obtain an insurance policy or benefit under an insurance policy. A fraudulent insurance act is a crime. (In Oregon, a fraudulent insurance act may be a crime.) First Flight Insurance Group, Inc. and the Underwriters shall pursue prosecution of any fraudulent insurance act to the fullest extent of the law.

<u>For residents of Florida</u>: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement or claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

<u>For residents of New Jersey, Arkansas, and New Mexico</u>: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties. Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FOR RESIDENTS OF CALIFORNIA: FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

<u>For residents of Colorado</u>: 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 its agent who knowingly provides false, incomplete, or misleading information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to an insurance settlement or award shall be reported to the Colorado Division of Insurance.

<u>For residents of Louisiana</u>: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

<u>For residents of New York</u>: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

<u>For residents of Pennsylvania</u>: 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 a person to criminal and civil penalties.

<u>For residents of Puerto Rico</u>: Any person who knowingly and with the intent to defraud, presents false Information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

<u>For residents of Virginia</u>: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

<u>For residents of Washington</u>: It is a crime to knowingly provide false, incomplete, or misleading information to insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

The undersigned acknowledges having read this Anti-Fraud Statement.

Applicant	Signature	Date
Applicant	Printed Name	
Named In	sured on Policy	