

#### **EXERCISE/CIRCUIT/PERSONAL TRAINING STUDIO**

Insurance Program and Enrollment Form

This brochure is valid for effective dates from 1/1/17 through 12/31/17

#### PROGRAM DESCRIPTION

This program has been designed for U.S.-based owners and operators of exercise studios and circuit training facilities that offer personal/individual training and exercise in scheduled fitness/exercise programs that are under the direct supervision of a fitness professional such as a personal trainer or exercise instructor or in a structured/sequential order for an individual. Coverage provided includes important liability protection for the studio/facility, including its employees for liability claims arising out of the operations of the studio/facility at a designated location. Note: coverage does not extend to your independent contractors unless the optional coverage available with this program is purchased.

Optional coverages available under this program include professional liability for independent contractors, coverage for equipment and contents of the studio/facility, medical payments for participants (members) of the studio/facility, and off-site operations.

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

#### **INELIGIBLE OPERATIONS**

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

- Unattended/unstaffed 24 hour key card/key pad/key code access operations or unattended/unstaffed operations
- Childcare services/facilities
- · Climbing walls
- · CrossFit Affiliate Owners\*
- Dance, gymnastics, cheer and martial arts schools/studios \*
- · Facilities outside of the U.S.
- Ice skating, roller skating or skating treadmills
- · Medical, therapy or health care services
- · Open access to members to utilize facility on a self directed basis outside of a structured program
- Physical therapy
- Physicals or stress testing
- Salon services or indoor tanning
- Saunas or steam rooms
- Sports medicine
- Sports rehabilitation services/therapy
- Sports skills instructional facilities, academies, schools or programs
- Swimming pools, hot tubs, whirlpools, jacuzzis or cold plunge
- \* For information regarding eligibility for dance, gymnastics, cheer, martial arts schools/studios, and CrossFit Affiliate Owners, please contact us.

#### **ELIGIBLE OPERATIONS**

U.S. based exercise studios or circuit training facilities with 3,000 square feet or less of leased or owned space per location.

Note: An insured with multiple locations is eligible for this program as long as each location's square footage is 3,000 square feet or less. For operations with locations over 3,000 square feet, contact us for information on other available programs.

#### FOUR EASY WAYS TO ENROLL FOR COVERAGE



Receive coverage immediately by **WEB** purchasing online at

www.ascensionins.com/programs

OR

Submit this enrollment form, with payment, to us.



E-MAIL programs@ascensionins.com



FAX 1-913-327-0201



MAIL Regular:

Ascension Benefits & Insurance Solutions P.O. Box 25936 Overland Park, KS 66225

Ascension Benefits & Insurance Solutions 9225 Indian Creek Parkway,

Suite 700

Overnight:

Overland Park, KS 66210



QUESTIONS Call 1-800-955-1991

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.

#### **COVERAGES AND LIMITS**

Select one of the following options that best fits your business needs.

#### **On-site Coverage:**

Applies to the instruction activities of you and your employees and the business operations at your insured premises only.

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

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

| Coverages   | 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<br>per owned location | \$5,000,000<br>per owned location | \$5,000,000<br>per owned location | \$ 5,000,000<br>per owned location | \$ 5,000,000<br>per owned location |
| Products-completed Operations Aggregate                               | \$ 1,000,000                       | \$ 2,000,000                      | \$ 3,000,000                      | \$ 4,000,000                       | \$ 5,000,000                       |
| Personal and Advertising Injury                                       | \$ 1,000,000                       | \$ 2,000,000                      | \$ 3,000,000                      | \$ 4,000,000                       | \$ 5,000,000                       |
| Medical Expense (other than participants)                             | \$ 5,000                           | \$ 5,000                          | \$ 5,000                          | \$ 5,000                           | \$ 5,000                           |
| Damage to Premises Rented to You (Fire Legal Liability)               | \$ 300,000                         | \$ 300,000                        | \$ 300,000                        | \$ 300,000                         | \$ 300,000                         |
| Hired Auto and Employers' Nonownership (not provided while in Hawaii) | \$ 1,000,000                       | \$ 2,000,000                      | \$ 3,000,000                      | \$ 4,000,000                       | \$ 5,000,000                       |
| Professional Liability  | \$ 1,000,000                       | \$ 2,000,000                      | \$ 3,000,000                      | \$ 4,000,000                       | \$ 5,000,000                       |
| Legal Liability to Participants                                       | \$ 1,000,000                       | \$ 2,000,000                      | \$ 3,000,000                      | \$ 4,000,000                       | \$ 5,000,000                       |
| Rates (per owned/operated location, per square                        | e feet)                            |                                   |                                   |                                    |                                    |
| On-site Coverage  |                                    |                                   |                                   |                                    |                                    |
| 1 - 1,000 square feet   | \$ 470.00                          | \$ 705.00                         | \$ 955.00                         | \$ 1,205.00                        | \$ 1,455.00                        |
| 1,001 - 2,000 square feet   | \$ 940.00                          | \$ 1,410.00                       | \$ 1,660.00                       | \$ 1,910.00                        | \$ 2,160.00                        |
| 2,001 - 3,000 square feet   | \$ 1,410.00                        | \$ 2,115.00                       | \$ 2,467.50                       | \$ 2,717.50                        | \$ 2,967.50                        |
| On-site and Off-site Coverage   |                                    |                                   |                                   |                                    |                                    |
| 1 - 1,000 square feet   | \$ 520.00                          | \$ 780.00                         | \$ 1,030.00                       | \$ 1,280.00                        | \$ 1,530.00                        |
| 1,001 - 2,000 square feet   | \$ 1,040.00                        | \$ 1,560.00                       | \$ 1,820.00                       | \$ 2,070.00                        | \$ 2,320.00                        |
| 2,001 - 3,000 square feet   | \$ 1,560.00                        | \$ 2,340.00                       | \$ 2,730.00                       | \$ 2,980.00                        | \$ 3,230.00                        |

Coverage provided under this program includes:

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

- · Expected or intended injury resulting from the use of reasonable force to protect persons or property
- · Non-owned watercraft extended to 58 feet
- · Supplementary payments \$2,500 bail bonds, \$500 a day loss of earnings
- · Knowledge or Notice of Occurrence
- · Waiver of right of recovery
- Bodily injury definition expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
- · Damage to Premises Rented to You the term fire is replaced with fire, lightning, explosion, smoke and leaks from sprinklers
- · Additional coverages:
  - Emergency Real Estate Consultant Fee \$25,000
  - Identify Theft Exposure (for directors or officers) \$25,000
  - Key Individual Replacement Cost \$50,000
  - Lease Cancellation Moving Expense \$2,500
  - Temporary Meeting Place \$25,000
  - Terrorism Travel Reimbursement (for directors or officers)- \$25,000
  - Workplace Violence Counseling \$25,000

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#### **COVERAGES AND LIMITS CONTINUED**

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

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

**Hired Auto and Employers' Nonownership Liability** (not provided while in Hawaii) – coverage which protects the insured against liability claims arising out of the maintenance or use of motor vehicles hired or borrowed by the insured on a short-term basis, as well as coverage for those autos your organization does not own, lease, hire, rent or borrow that are used in conjunction with your operations. Coverage does not extend to the transporting of participants or to those vehicles that are rented, hired or borrowed on a long-term basis.

#### **EXCLUSIONS**

The following represent only some of the exclusions contained in this policy.

- Abuse, molestation, harassment or sexual conduct
- Acupuncture
- · All operations listed as ineligible
- Amusement devices

   (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks)
- Asbestos

- Athletic competitions held/sponsored by the insured or in which the insured's members participates
- Boxing (contact/sparring)
- Cryogenic chambers/therapy
- Cycling (other than stationary)
- Employment-related practices
- · Fungi or bacteria
- Instruction/activity held on or in open water (e.g.: lakes, ponds, ocean)
- Lead

- Massage therapy
- Nuclear energy liability
- Sale or distribution of herbal, medicinal and/or nutritional products
- Training programs for law enforcement, public safety and military personnel
- Transportation of participants/members
- Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information
- Wrestling

#### **OPTIONAL COVERAGES AVAILABLE**

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

This coverage option allows you to purchase liability for those independent contractor (non-employees) instructors or trainers while conducting instruction activities on behalf of your studio/facility operations. Coverage can apply to your reported location(s) only or can also be extended to include any off-site operations you may have.

Coverage Conditions:

- 1. You must have commercial general liability coverage for your studio/facility with our Exercise/Personal Training Studio RPG Insurance Program and coverage must follow the same limit option purchased for your location(s).
- 2. Coverage will be effective the day after we receive the request with premium and will expire on the expiration date of your Exercise/Personal Training Studio RPG Insurance Program.
- 3. A U.S.-based instructor age 18 or older conducting private or group instruction on your behalf for any of the following is eligible for this coverage.
  - · Acro dance/tumbling
  - 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
- Yoqa
- ZUMBA®
- Tumbling (floor only, no gymnastic apparatus)
- 4. Ineligible instructors or those offering the following operations that are not eligible for this coverage are:
  - · Certified athletic trainers
  - Coaching of organized competitive athletic teams
  - Instructors under the age of 18

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

| Rates (per instructor)        | Option 1<br>\$1,000,000<br>CGL Limit | Option 2<br>\$2,000,000<br>CGL Limit | Option 3<br>\$3,000,000<br>CGL Limit | Option 4<br>\$4,000,000<br>CGL Limit | Option 5<br>\$5,000,000<br>CGL Limit |
|-------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| On-site coverage only         | \$ 155.00                            | \$ 232.50                            | \$ 482.50                            | \$ 732.50                            | \$ 982.50                            |
| On-site and off-site coverage | \$ 170.00                            | \$ 255.00                            | \$ 505.00                            | \$ 755.00                            | \$ 1,005.00                          |

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#### **OPTIONAL COVERAGES AVAILABLE CONTINUED**

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

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

Additional coverages automatically included in the coverage form are

- Business Income with Extra Expense Actual Loss Sustained (up to \$50,000)
- · Money and Securities Coverage \$5,000 any one occurrence
- Valuable Papers and Records Coverage \$10,000 at premises / \$2,500 away from premises
- Account Receivable Coverage \$10,000 at premises / \$2,500 away from premises

#### Coverage Conditions:

- 1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your studio or organization with our Exercise/Circuit/Personal Training Studio RPG Insurance Program.
- 2. Coverage will be effective the day after we receive the proper completed enrollment form with premium and will expire on the expiration date of your Exercise/Circuit/Personal Training Studio RPG Insurance Program.
- 3. Receipt of purchase is required at the time of loss to show verification of purchase for improvements or betterments.

| Rates                    |         |            |                 |  |  |  |
|--------------------------|---------|------------|-----------------|--|--|--|
| Total Value per Location | Rate    | Deductible | Minimum Premium |  |  |  |
| \$ 1 - \$ 10,000         | \$.03   | \$ 250     | \$ 100.00       |  |  |  |
| \$ 10,001 - \$100,000    | \$ .026 | \$ 1,000   | \$ 100.00       |  |  |  |
| \$ 100,001 +             | \$ .026 | \$ 2,500   | \$ 100.00       |  |  |  |

## Sexual Abuse or Sexual Molestation Liability OR Abuse, Molestation, Harassment or Sexual Conduct 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 any actual or threatened sexual abuse or sexual molestation. This limit is part of, and not in addition to, the general liability limit section.
- Option 2: \$100,000 of coverage for reimbursement of defense costs only resulting from claims arising out of abuse, molestation, harassment or sexual conduct.

#### Coverage Conditions:

- 1. Coverage is contingent upon completion, as well as review and approval from us, of the underwriting questions found on page 10.
- 2. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your studio with our Exercise/Circuit/Personal Training Studio RPG Insurance Program.
- 3. Only one option may be purchased.
- 4. This coverage is 100% fully earned at inception.

| Rates  |   |
|--|---|
| Options  | Rates   |
| <b>Option 1</b> - \$1,000,000<br>Sexual Abuse or Sexual<br>Molestation Liability                 | See page 10 for rates<br>(\$150.00 minimum premium) |
| Option 2 - \$100,000 Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement | \$100.00<br>(Flat rate)                             |

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#### **OPTIONAL COVERAGES AVAILABLE CONTINUED**

#### **Medical Payments for Participants Coverage**

This coverage pays the medical and dental expenses incurred by a "participant" when an accidental injury occurs while participating in fitness or exercise activities at the insured's owned/operated locations. "Participant" means any person practicing, instructing or participating in any physical exercises or games, sports or athletic contests. Participant does not include any compensated member of your staff, including employees or independent contractors. The coverage is provided on an excess basis, responding after all other medical coverage available to the participant has been exhausted. If no other medical coverage exists, the coverage becomes primary. A \$100 corridor deductible applies to each claim, and the benefit period is two years from the date of the accident.

#### Coverage Conditions:

- 1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your studio(s) with our Exercise/Personal Training Studio RPG Insurance Program.
- 2. This coverage does not extend to off-site operations.

| Limit               | Deductible                  | Rate                      | Minimum Premium |
|---------------------|-----------------------------|---------------------------|-----------------|
| \$5,000 (per claim) | \$100 (corridor deductible) | \$10.00 (per participant) | \$1,000.00      |

#### FREQUENTLY ASKED QUESTIONS

1. Does this policy provide coverage for the owner(s) of the studio and any of its employees?

Yes, this program provides commercial general liability as well as legal liability to participants and professional liability for the insured's owned/operated location(s) and any employees of the named insured while working on their behalf.

2. Is coverage under this policy extended to independent contractors (non-employees) working on behalf of the studio?

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 studio/facility owner, you need to require that all independent contractors (non-employees) working at your location(s) obtain professional liability coverage and name your business as an additional insured to their instructor policy and submit proof of this coverage to you.

3. Does coverage extend to off-site studio operations?

Coverage only extends to off-site operations if that coverage option is chosen. Otherwise, coverage is limited to the premises address of the studio location(s).

4. 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 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 the policy limits have not been exhausted) under your policy with no responsibility for premium payments.

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

You will receive a certificate of insurance as proof of coverage. Coverage is offered exclusively through Sports, Leisure and Entertainment Risk Purchasing Group (RPG). The RPG 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: Ascension Benefits & Insurance Solutions, P.O. Box 25936, Overland Park, KS 66225 or programs@ascensionins.com.

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#### **Enrollment Form - Exercise/Circuit/Personal Training Studio Program**

Valid for effective dates from 1/1/17 through 12/31/17

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. An 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 membership fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.

#### TO AVOID PROCESSING DELAYS, PLEASE:

- 1. Complete all sections (print legibly)
- 2. Sign and date where required
- 3. Remit completed enrollment form (pages 6-14) with payment

| TION                 | O I am a new account Full legal name of business:  | O I am renewing my covera  | age         |                                 |
|----------------------|--|--|-------------|---------------------------------|
| INFORMATION          | Note: This is the name that will appear on your personal name or DBA.  Applicant is a: O Sole Proprietorship   | Certificate of Insurance. If your company is a So  | ation O     | Partnership                     |
| GENERAL II           | Mailing address: City: Contact name: Cell: () E-mail:  | St Phone: (<br>Fax: ()   | ate:<br>)   | Zip:                            |
| LOCATIONS            | Please list locations you own or operate (Note: Temporary leased spaces or mobile prog temporary/mobile locations on the certificate red  Loc #1:  Street Address  Loc #2:  Street Address | ram sites should not be listed here, only your or<br>quest section if evidence of coverage or addition | wned/operat | ted location sites. You can add |
| DATES                | Annual coverage will begin the day af approved by us, or on a later date you date of your current policy.)   | ter the completed enrollment form and  | d premium   | n are received and              |
| DOCUMENT<br>DELIVERY | (selecting this option confirms your consert O Fax to:   | ndicated below. If you have an insurar   | a e-mail)   | , all documents will be         |

Ascension Benefits & Insurance Solutions • P.O. Box 25936 • Overland Park, KS 66225 • 1-800-955-1991 E-mail = programs@ascensionins.com • Fax 1-913-327-0201 • www.ascensionins.com/programs

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| . Are patrons under the direct supervisio during the activities and/or are operation   |  | OY                                | 'es      | О       | No                            |  |
|--|--|-----------------------------------|----------|---------|-------------------------------|--|
| Is a representative from your business   | -  | ΟY                                | 'es      | $\circ$ | No                            |  |
| Do you have locations outside of the U   |  | O Y                               |          |         | No                            |  |
| •  | ics, cheer or martial arts school/studio?  | ΟY                                |          |         | No                            |  |
| Does your studio/facility have any of th   |  | O Y                               | 'es      | 0       | No                            |  |
|  |  |                                   |          |         |                               |  |
| <ul> <li>Childcare services</li> <li>Climbing walls</li> <li>CrossFit licensed services</li> <li>Ice skating, roller skating or skating treadmills</li> <li>Medical, therapy or health care see</li> </ul> | nning<br>es/thera<br>rogram<br>steam r<br>tis or co  | S                                 | ge       |         |                               |  |
| <ul> <li>Physical therapy, physicals or street</li> </ul>  | ess testing  |                                   |          |         |                               |  |
|  | not eligible under this program. If you have answ ther coverage/program options are available, or v  | -                                 | -        |         | -                             |  |
|  | automatically for liability. Please list all indiv<br>at your studio/facility. If additional space is r  |                                   |          |         |                               |  |
| Name(s) of   | Does This Individual Ca  | rry Th                            | eir Ow   | 'n      |                               |  |
| Independent Contractor(s)  |  | Professional Liability Insurance? |          |         |                               |  |
| at Your Studio/Facility  |  |                                   |          |         |                               |  |
| at rour Studio/r acinty  |  |                                   |          |         |                               |  |
| at rour studion achity   | O Yes, their limit of coverage is \$   |                                   |          |         |                               |  |
| at rour studion acmity   |  |                                   |          | this p  | orogram                       |  |
| at rour studio/r acinty  |  | availat                           | ole with |         | orogram                       |  |
| at rour Studio/r acmity  | O No, purchasing the optional coverage O Yes, their limit of coverage is \$  | availat                           | ble with |         | -                             |  |
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| FOR NEW ACCOUNTS ONLY  | O No, purchasing the optional coverage O Yes, their limit of coverage is \$ O No, purchasing the optional coverage O Yes, their limit of coverage is \$ O No, purchasing the optional coverage O Yes, their limit of coverage is \$  | availat<br>availat<br>availat     | ole with | this p  | orogram                       |  |
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#### PROGRAM PREMIUM CALCULATION

**Select the applicable option.** NOTE: If you have more than one location, you must select the same limit and coverage option for all locations.

| On-Site Coverage Coverage only applies to the operations of the studio at their owned insured location(s)  | Option 1     | Option 2     | Option 3     | Option 4     | Option 5     |
|--|--------------|--------------|--------------|--------------|--------------|
|  | \$ 1,000,000 | \$ 2,000,000 | \$ 3,000,000 | \$ 4,000,000 | \$ 5,000,000 |
|  | CGL Limit    |
| 1 – 1,000 square feet  | \$ 470.00    | \$ 705.00    | \$ 955.00    | \$ 1,205.00  | \$ 1,455.00  |
| 1,001 – 2,000 square feet  | \$ 940.00    | \$ 1,410.00  | \$ 1,660.00  | \$ 1,910.00  | \$ 2,160.00  |
| 2,001 – 3,000 square feet  | \$ 1,410.00  | \$ 2,115.00  | \$ 2,467.50  | \$ 2,717.50  | \$ 2,967.50  |
| On-Site and Off-Site Coverage  Coverage applies to the operations of the studio at their own insured location(s) and also extends to their operations conducted at locations owned/operated by others. | Option 1     | Option 2     | Option 3     | Option 4     | Option 5     |
|  | \$ 1,000,000 | \$ 2,000,000 | \$ 3,000,000 | \$ 4,000,000 | \$ 5,000,000 |
|  | CGL Limit    |
| 1 – 1,000 square feet  | \$ 520.00    | \$ 780.00    | \$ 1,030.00  | \$ 1,280.00  | \$ 1,530.00  |
| 1,001 – 2,000 square feet  | \$ 1,040.00  | \$ 1,560.00  | \$ 1,820.00  | \$ 2,070.00  | \$ 2,320.00  |
| 2,001 – 3,000 square feet  | \$ 1,560.00  | \$ 2,340.00  | \$ 2,730.00  | \$ 2,980.00  | \$ 3,230.00  |

#### **Square Footage and Premiums (per location)**

| Location # as per Page 6 | Square Footage | Premium |
|--------------------------|----------------|---------|
| Location #1              |                | \$      |
| Location #2              |                | \$      |
| Total P                  | remium         | \$      |

#### **OPTIONAL COVERAGES PREMIUM CALCULATION**

#### Liability for Independent Contractors (Non-Employees) Coverage

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

Premium is determined by applying the appropriate rate to the total number of independent contractors (non-employees) which you are seeking coverage for. Coverage for these instructors only applies while conducting activities on behalf of your studio/facility. You must choose the same limit option that was selected for your studio/facility above.

| Name of Instructor | Type of Coverage Needed           |  |  |  |
|--------------------|-----------------------------------|--|--|--|
| 1.                 | O On-Site Only On-Site & Off-Site |  |  |  |
| 2.                 | O On-Site Only On-Site & Off-Site |  |  |  |
| 3.                 | O On-Site Only On-Site & Off-Site |  |  |  |
| 4.                 | O On-Site Only On-Site & Off-Site |  |  |  |

Please select one coverage option and calculate rate.

| Rates (per instructor)        | Option 1<br>\$1,000,000<br>CGL Limit | Option 2<br>\$2,000,000<br>CGL Limit | Option 3<br>\$3,000,000<br>CGL Limit | Option 4<br>\$4,000,000<br>CGL Limit | Option 5<br>\$5,000,000<br>CGL Limit |
|-------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| On-site coverage only         | \$ 155.00                            | \$ 232.50                            | \$ 482.50                            | \$ 732.50                            | \$ 982.50                            |
| On-site and off-site coverage | \$ 170.00                            | \$ 255.00                            | \$ 505.00                            | \$ 755.00                            | \$ 1,005.00                          |

| Option   | \$   | х | <u> </u>         | = | \$            |
|----------|------|---|------------------|---|---------------|
| \$ Limit | Rate |   | # of Instructors |   | Total Premium |

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# **Equipment and Contents Coverage (Inland Marine)** O Check here and skip this section if you do not want this coverage option

#### TO AVOID A CO-INSURANCE PENALTY, YOU MUST INSURE 100% OF THE REPLACEMENT COST OF YOUR EQUIPMENT AND CONTENTS FOR ALL OF YOUR LOCATIONS. 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 those values already shown above) **Supplies & Inventory** (office supplies, items held for sale) **Equipment & Contents** (athletic equipment, electronics, furniture, non-structural glass, phone/fax system, office contents, etc.) **Improvements & Betterments** (items you have installed or altered at your expense, such as flooring, mirrors, ceiling tile, window treatments, lighting, shelving, etc.) **Signs** (indoor or outdoor) Misc. Equipment – please describe **Total replacement value for all location(s)** (add all lines above) Complete ONLY if your replacement cost value is over \$100,000 Step 2: 1. Please describe the building type your equipment is stored in (e.g.: frame or fire resistive warehouse) O Yes O No 2. Do you have a security system in place: a. If yes, please describe: 3. Is any other operations, besides your own, or equipment of others stored in the same facility in which you store your equipment? O Yes O No a. If yes, please describe: 4. Please attach a complete inventory list with values of each item Step 3: Calculate premium (If total calculated premium is less than the minimum premium, the total premium due is the minimum premium.) **Equipment and Contents Premium** O My total replacement value is between \$1 – \$10,000 (\$250 deductible will apply) \$.03 x \$ Total Replacement Value **Equipment and Contents Premium** (\$100.00 minimum premium applies) O My total replacement value is over \$10,000 (A \$1,000 deductible applies to values from \$10,001 - \$100,000 and a \$2,500 deductible applies to values over \$100,000) \$.026 x \$ \_\_\_ = \$\_\_\_\_ Equipment and Contents Premium Total Replacement Value (\$100.00 minimum premium applies)

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| Sexual Abuse or Sexual Molestation Liability Coverage OR Abuse, Molestation or Harassment or Sexual Conduct Defense Cost Reimbursement   |  |                                |   |          |                                    |  |  |
|--|--|--------------------------------|---|----------|------------------------------------|--|--|
| O Check here and skip this section if you do not want this coverage option Coverage is contingent upon underwriting review and approval of the following questionnaire.  |  |                                |   |          |                                    |  |  |
|  | currently have employees, volunten minors are present?   | ers or ı                       | require the presence  |          | O Yes                              | O No   |  |
|  | ations or charges of abuse, molesta<br>or your organization or anyone wo   |                                |   |          | O Yes                              | O No   |  |
|  | f any occurrences that could lead to<br>, please explain:  | o a clai                       | m?  |          | O Yes                              | O No   |  |
|  | on or sanctioning/governing body h<br>vention and mitigation of abuse, mo  |                                |   |          | O Yes                              | O No   |  |
| <ul> <li>a. Do the procedure be reported to la</li> </ul>  | es require that known or suspected<br>w enforcement?   | l abuse                        | incidents must be   |          | O Yes                              | O No   |  |
| b. Are written proce   | edures provided or available to eacerning body member?   | h empl                         | oyee, volunteer or  |          | O Yes                              | O No   |  |
| c. Do the written pr<br>rule"? ("Three p   | cocedures establish and require adlesson rule" prohibits one adult from st be present, or there must be two  | being                          | alone with one youth  | . A      | O Yes                              | O No   |  |
| If no, do the prod   | cedures establish if and when exce<br>as part of your operations/activities  | ptions t                       |   |          | O Yes                              | O No   |  |
| <ol> <li>Please complete the follogranization.</li> </ol>  | lowing questions regarding employ  | ee and                         | volunteer screening   | controls | used by                            | your   |  |
|  | ip the chart below if you have no er<br>ts whenever minors are present.  | mploye                         | es or volunteers, but   | always r | equire th                          | e presence   |  |
| Please Complete All Questions  The term "Volunteers" in the following questions means someone who exerts  Control ever or supportion participants  Employees  (Check Here if No  |  |                                |   |          |                                    | Volunteers<br>(Check Here if No<br>Volunteers ○)       |  |
|  |  | exerts                         | (Check Here if N  |          | (Check                             | Here if No   |  |
| The term "Volunteers" in the f control over or supervises pa  Are written applications r   | rticipants.  | exerts                         |   |          | (Check                             | Here if No<br>teers ()                                 |  |
| Are written applications r If yes, does the application the individual has ever  | rticipants. equired? tion include questions about whether been convicted for any crime involve   | er                             | (Check Here if N<br>Employees ()  |          | (Check<br>Volun                    | Here if No<br>teers () )                               |  |
| Are written applications relations the individual has ever physical violence or sex  | rticipants. equired? tion include questions about whether been convicted for any crime involve   | er<br>ving                     | (Check Here if N<br>Employees O)  |          | (Check<br>Volunt                   | Here if No<br>teers () )<br>s () No<br>s () No         |  |
| control over or supervises paragraph Are written applications or lifyes, does the application the individual has ever physical violence or sexifyes and applicant checks.  | rticipants. equired? tion include questions about whether been convicted for any crime involved related offenses? ecks yes, do you reject the applicant  | er<br>ving<br>t?<br>rvice?     | (Check Here if N<br>Employees () )<br>() Yes () No<br>() Yes () No                              |          | O Yes                              | Here if No<br>teers () )<br>s () No<br>s () No         |  |
| control over or supervises paragraph Are written applications or lifyes, does the application the individual has ever physical violence or sexifyes and applicant checks.  | rticipants. required? tion include questions about whether been convicted for any crime involved related offenses? recks yes, do you reject the applicant provided by a third party vendor/set applicant with any history of physic  | er<br>ving<br>t?<br>rvice?     | (Check Here if N<br>Employees O) O Yes O No O Yes O No O Yes O No                               |          | O Yes                              | Here if No teers () )  S () No S () No S () No         |  |
| control over or supervises paragraphs of the applications of the individual has every physical violence or see and applicant checks of the applications of | rticipants. required? tion include questions about whether been convicted for any crime involved related offenses? recks yes, do you reject the applicant provided by a third party vendor/set applicant with any history of physic  | er<br>ving<br>t?<br>rvice?     | (Check Here if N<br>Employees () )  O Yes () No O Yes () No O Yes () No                         |          | O Yes O Yes                        | Here if No teers () )  S () No S () No S () No         |  |
| control over or supervises paragraphs of the written applications of the individual has every physical violence or sexulf yes and applicant checks of the background checks of the sexual field of the paragraphs  | rticipants. required? tion include questions about whether the convicted for any crime involved related offenses? recks yes, do you reject the applicant provided by a third party vendor/set applicant with any history of physic offenses?   | er ring tt? rvice? al          | (Check Here if N<br>Employees () )  Yes () No |          | O Yes O Yes                        | Here if No teers () )  S () No S () No S () No         |  |
| control over or supervises paragraphs of the written applications of the individual has every physical violence or sexulf yes and applicant checks of the background checks of the sexual field of the paragraphs  | rticipants. required? tion include questions about whether been convicted for any crime involved related offenses? recks yes, do you reject the applicant provided by a third party vendor/set applicant with any history of physic offenses? responses to questions asked in #4:  O Sexual Abuse or Sexual Molesta  | er ring tt? rvice? al          | (Check Here if N<br>Employees () )  Yes () No |          | (Check Volum)  O Yes  O Yes  O Yes | Here if No teers () )  S () No S () No S () No         |  |
| control over or supervises paragraphs of the written applications of the individual has every physical violence or sexulf yes and applicant checks of the background checks of the sexual files of the written of the wr | rticipants. required? tion include questions about whether been convicted for any crime involved related offenses? recks yes, do you reject the applicant provided by a third party vendor/set applicant with any history of physic offenses? responses to questions asked in #4: representation of the provided by a third party vendor/set applicant with any history of physic offenses?  Responses to questions asked in #4: representation of the provided by a third party vendor/set applicant with any history of physic offenses?   | er ving tt? rvice? al tion Lia | (Check Here if N Employees O) O Yes O No |          | (Check Volum)  O Yes  O Yes  O Yes | Here if No teers () )  S () No S () No S () No S () No |  |
| Are written applications really life yes, does the application the individual has ever physical violence or sexure of the individual has ever physical violence or sexure of the sexure of the individual has ever physical violence or sexure of the sexure o | rticipants. required? tion include questions about whether been convicted for any crime involved related offenses? recks yes, do you reject the applicant provided by a third party vendor/set applicant with any history of physic offenses? responses to questions asked in #4: recompany to be applicant with any history of physic offenses? responses to questions asked in #4: recompany to be applicant with any history of physic offenses? responses to questions asked in #4: recompany to be applicant with any history of physic offenses?  Rate (based on sq. ft. of each studio)  1 - 1,000 sq ft: \$ 94.00 1,001 - 2,000 sq ft: \$ 188.00 | er ving tt? rvice? al tion Lia | (Check Here if N Employees O) O Yes O No | =        | Check Volum  Yes  Yes  Yes  Yes    | Here if No teers () )  S () No S () No S () No S () No |  |

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\$ 100.00

O Option 2 - \$100,000 Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement

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#### **Medical Payments for Participants Coverage**

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

Premium is determined by applying the rate to your total peak membership count for all owned/operated locations. If the total calculated premium is less than the minimum premium, the total premium due is the minimum premium.

| O \$10.00 | X                               | =  | \$ |
|-----------|---------------------------------|----|----|
|           | Number of members               |    |    |
|           | (based on total peak membership | n) |    |

Medical Payments for Participants Premium = \$\_\_\_\_\_

(\$1,000.00 minimum premium applies)

## COSTS ARE 20% FULLY EARNED AND NON-REFUNDABLE ONCE COVERAGE BEGINS\* 100% OF THE COST IS DUE IN ORDER TO BIND COVERAGE

\*See pages 3 and 4. Liablility for Independent Contractors and Sexual Abuse/Sexual Molestation coverages are 100% fully earned at inception.

### COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT. NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS RECEIVED BY THE COMPANY OR THEIR REPRESENTATIVE.

| 5                | Program Premium (Required Coverage)   | \$<br>Α |
|------------------|---|---------|
| MUI Y            | Liability for Independent Contractors Premium (Optional Coverage)   | \$<br>В |
| REN<br>IAR       | Equipment and Contents Premium (Optional Coverage)  | \$<br>С |
| TOTAL P<br>SUMIN | Sexual Abuse/Sexual Molestation Premium:  O \$100,000 Defense Reimbursement Only OR O \$1,000,000 Liability Limit | \$<br>D |
| <b>T</b> 01      | Medical Payments for Participants Premium (Optional Coverage)   | \$<br>Е |
|                  | Premium Due - Subtotal (add lines A thru E)   | \$      |

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| GL Exp Policy #:_ |          |         | /CP     | #:     |          | Exp Dates:     | /_ | /      | to _ | /          | /  |     |
| IM Exp Policy#:   |          |         |         |        |          | Exp Dates:     | /_ | /      | to _ | /          | /  |     |
| SAM IM D&O GL     | Option:_ |         | Deliv   | ery: M | FE D     | ate:/          |    | Pay Pl | an:  | _ Bill: AB | AD | CBG |
| Opt Form: 2026    | 2011     | 8016    | 8018    | 876    | 2404     | Comments:      |    |        |      |            |    |     |
| GL Policy #:      | /CP      | #:      | GL      | Prem:  |          | Eff Dates:     |    | /_     | to _ | /          | /_ |     |
| IM Policy #:      |          | IM Pre  | em:     |        |          | IM Eff Dates:_ |    |        | to _ | /          | /  |     |
| D&O Policy #:     |          | _ D&O I | Prem:   |        |          | Insured        | #: |        |      |            |    |     |

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| You will receive a certificate showing evidence that coverage additional certificates. Provide separate requests for each | =   | •              | ion to request           |
|---|---|----------------|--------------------------|
| Note: Additional insureds are not automatically provided/issued per p are needed for this policy term below.              |   |                | Additional Insureds that |
| This certificate is for our:  |   |                |                          |
| O Program coverage (commercial general liability)   |   |                |                          |
| O All locations   |   |                |                          |
| O Location:Street address   |   |                |                          |
|   | City  | State          | Zip                      |
| O Equipment and contents coverage   |   |                |                          |
| Check the type of certificate you are requesting: O Addition  | nal insured O Evidence  | e of coverage  | O Loss payee             |
| Certificate holder information:   |   |                |                          |
| Entity name:  |   |                |                          |
| Mailing address:  |   |                |                          |
| City:   | State:  | Zip:           |                          |
| ,   | No before submitting. The momentum and/or instructions).  Waiver of subrogation | ost common del | -                        |
| O Other (please explain):   |   |                |                          |
| If applicable:  |   |                |                          |
| For equipment & contents/loss payee  Type of equipment (please describe):   |   |                |                          |
| Limit:  |   |                |                          |
|   |   |                |                          |
| TO BE COMPLETED ONLY IF LICENSED IN Agency name:  |   |                |                          |
| Agency mailing address:   |   |                |                          |
| City:   |   |                |                          |
| Agent/contact name:   |   |                |                          |
| Agency telephone: ()  | Agency fax:   | ()             |                          |

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Agent/contact e-mail address: \_\_\_\_\_\_Tax I.D: \_\_\_\_\_

The following exclusions are contained in the commercial general liability coverage provided by this program. Abuse, molestation, harassment or sexual conduct; Acupuncture; Aircraft/hot air balloon; Airport; Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement devices do not include any video or computer games or any device that is specifically designed for the training or instruction of the activity for which you are enrolled): Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Any adult-themed parties/meetings/trips, including but not limited to parties/meetings/trips during which demonstration of products and/or services used in the adult entertainment industry takes place; Asbestos; Athletic competitions held/ sponsored by the insured or in which the insured's members participates; Boxing (contact/sparring); Commercial general liability standard exclusions (CG0001 04/13 edition); 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 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 bacteria; Haunted attractions; Instruction/activity held on or in open water; Lead; Massage therapy; Nuclear energy liability; Performers; Rodeos; Saddle animals; Sale or distribution of medicinal, herbal and/or nutritional products; Snowmobile; Training programs for law enforcement, public safety and military personnel: Transportation of participants/members: Violation of statutes that govern emails, faxes, phone calls or other methods of sending materials or information; Wrestling; Those operations listed as ineligible: Unattended/unstaffed 24 hour key card/key pad/key code access operations or unattended/unstaffed operations, Childcare services/facilities, Climbing walls, CrossFit Affiliate Owners, Dance, gymnastics, cheer & martial arts schools/studios, Ice skating, roller skating or skating treadmills, Facilities outside of the U.S.; Medical, therapy or health care services, Open access to members to utilize facility on a self directed basis outside of a structured program, Physical therapy, Physicals or stress testing, Salon services or indoor tanning, Saunas or steam rooms, Sports medicine, Sports rehabilitation services/therapy, Sports skills instruction facilities, academies, schools or programs, Swimming pools, hot tubs, whirlpools, jacuzzis or cold plunge.

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

I am aware that the insurance company expects accurate reporting for my premium calculation. I understand that my books and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize 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 or agent signature:             | Date:   |
|---|---|
| Printed name:                             | Title:  |
| If an agent: Check here to acknowledge yo | u are signing on behalf of the named insured. O |
| Applicant Business Name (from page 6): _  |   |
|   |   |

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 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.

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

<u>Applicable in OR</u> 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.

| Step 1:     | Calculate Final Cost  |   |  |  |  |  |  |
|-------------|---|---|--|--|--|--|--|
|             | Total Premium Due (from page 11)  | \$  |  |  |  |  |  |
|             | Risk Purchasing Membership Fee  | \$  |  |  |  |  |  |
|             | (REQUIRED to be able to process enrollment)   |   |  |  |  |  |  |
|             | TOTAL COST DUE  | \$  |  |  |  |  |  |
| Step 2:     | Select Payment Method. Check one.   |   |  |  |  |  |  |
|             | O Check: Please make check payable to Ascension Benefits & Insurance Solutions Enclosed is check # for \$ |   |  |  |  |  |  |
| O Credit    | Card: If you are making your payment by cr  | edit/debit card, please complete the following: |  |  |  |  |  |
| 0           | VISA O MASTERCARD O AME   | RICAN EXPRESS                                   |  |  |  |  |  |
| Card num    | ber:  |   |  |  |  |  |  |
| CSC # (ca   | ard security) code:E  | xpiration date:                                 |  |  |  |  |  |
| I authorize | e Ascension Benefits & Insurance Solutions  | to charge my payment to my credit card in the   |  |  |  |  |  |
| amount o    | f \$  |   |  |  |  |  |  |
| Print nam   | e (as on card):   |   |  |  |  |  |  |
| Cardhold    | der signature:  |   |  |  |  |  |  |

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