

### EXERCISE/CIRCUIT/PERSONAL TRAINING STUDIO

Insurance Program and Enrollment Form

This brochure is valid for effective dates of 2/1/25 through 12/31/25

#### 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. 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 and coverage for equipment and contents of the studio/facility.

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

#### **INELIGIBLE OPERATIONS**

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

- Unattended/unstaffed 24 hour key card/key pad/key code access operations or unattended/unstaffed operations
- Childcare/babysitting services/facilities
- · Climbing walls
- CrossFit® Affiliate Owners and/or CrossFit® programs/activities\*
- · Dance, gymnastics, cheer and martial arts schools/studios \*
- · Facilities outside of the U.S.
- · Ice skating, roller skating or skating treadmills
- Medical, therapy or health care services
- Open access to members to utilize facility on a self directed basis outside of a structured program
- · Parkour/Ninja/Obstacle course programs or facilities
- Physical therapy
- · Physicals or stress testing
- · Programs specifically designed for health disorders/diseases, unless reported to/approved by us
- · 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
- 100% dedicated hot yoga studio/facility
- \* 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.

#### EASY WAYS TO ENROLL FOR COVERAGE

Receive coverage immediately by purchasing on-line at www.mycare26.com/specialty-programs

Submit this enrollment form, with payment, to us.

FAX

1-913-754-5617

MAIL

Academic HealthPlans, Inc. PO Box 81315 Cleveland, OH 44181

#### FOR SERVICE REQUESTS ONLY

recsportsandmore@recsportsandmore.ahpcare.com

QUESTIONS Call 1-913-754-5617

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**

#### 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).

Option 1	Option 2	Option 3	Option 4	Option 5				
Limits	Limits	Limits	Limits	Limits				
\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000				
\$ 5,000,000 per location	\$ 5,000,000 per location	\$ 5,000,000 per location	\$ 5,000,000 per location	\$ 5,000,000 per location				
\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000				
\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000				
\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000				
\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000				
\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000				
\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000				
\$ 1,000,000	\$ 2,000,000 \$ 3,000,000		\$ 4,000,000	\$ 5,000,000				
Rates (per owned/operated location, per square feet)								
\$ 500.00 \$ 1,000.00 \$ 1,500.00	\$ 750.00 \$ 1,500.00 \$ 2,250.00	\$ 1,000.00 \$ 1,750.00 \$ 2,625.00	\$ 1,250.00 \$ 2,000.00 \$ 2,875.00	\$ 1,500.00 \$ 2,250.00 \$ 3,125.00				
	Limits \$ 1,000,000 \$ 5,000,000 per location \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000	Limits         Limits           \$ 1,000,000         \$ 2,000,000           \$ 5,000,000         \$ 5,000,000           per location         per location           \$ 1,000,000         \$ 2,000,000           \$ 1,000,000         \$ 2,000,000           \$ 1,000,000         \$ 1,000,000           \$ 1,000,000         \$ 2,000,000           \$ 1,000,000         \$ 2,000,000           \$ 1,000,000         \$ 2,000,000           \$ 1,000,000         \$ 2,000,000           \$ 1,000,000         \$ 2,000,000           \$ 1,000,000         \$ 750.00           \$ 1,000,000         \$ 1,500.00	Limits         Limits         Limits           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000           \$ 5,000,000         \$ 5,000,000         \$ 5,000,000           per location         per location         per location           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000           \$ 1,000,000         \$ 1,000,000         \$ 1,000,000           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000           \$ 6eet)         \$ 750.00         \$ 1,000.00           \$ 1,000.00         \$ 1,750.00	Limits         Limits         Limits         Limits           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000         \$ 4,000,000           \$ 5,000,000         \$ 5,000,000         \$ 5,000,000         \$ 5,000,000           per location         per location         per location         per location           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000         \$ 4,000,000           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000         \$ 4,000,000           \$ 1,000,000         \$ 1,000,000         \$ 1,000,000         \$ 1,000,000           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000         \$ 4,000,000           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000         \$ 4,000,000           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000         \$ 4,000,000           \$ 1,000,000         \$ 2,000,000         \$ 3,000,000         \$ 4,000,000				

Coverage provided under this program includes:

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

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

Emergency Real Estate Consultant Fee - \$25,000; Identify Theft Exposure - \$25,000;

Key Individual Replacement Cost - \$50,000; Lease Cancellation Moving Expense - \$2,500; Temporary Meeting Place -

\$25,000; Terrorism Travel Reimbursement - \$25,000; Workplace Violence Counseling - \$25,000

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

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

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

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

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

#### **EXCLUSIONS**

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

- · Abuse, molestation, or exploitation (unless reported to, approved by us, & the appropriate premium paid)
- Acupuncture
- · All operations listed as ineligible
- · Amusement devices (e.g.: rides, slides, inflatables, climbing walls, dunk tanks)
- Asbestos
- · Athletic competitions held/sponsored by the insured or in which the insured's members participates

- Bodily injury to participants while in a hired auto or non-owned auto
- Communicable disease
- Cryogenic chambers/therapy
- Cyber incident, data compromise, and
   Sale or distribution of herbal, medicinal violation of statutes related to personal data
- Cycling (other than stationary)
- · Employment-related practices
- Fungi or bacteria

- · Instruction/activity held on or in open water (e.g.: lakes, ponds, ocean)
- Massage therapy
- · Multi-passenger vehicles
- and/or nutritional products
- · Sexually transmitted disease
- The sport of boxing (contact/sparring)
- The sport of wrestling
- · Training programs for law enforcement, public safety and military personnel

### **OPTIONAL COVERAGES AVAILABLE**

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

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

#### 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
  - Acrobatic/partner yoga
  - Aerobics
  - · Aerial/anti-gravity/suspended yoga (certified instructors only)
- Cardio kickboxing
- Children's fitness programs
- Dance
- Exercise
- Fitness bootcamp
- GYROTONIC®
- Hoop fitness
- Personal training
- Pilates

- Spinning®
- · Tai chi
- Yoga
- ZUMBA®
- Tumbling (floor only, no gymnastic apparatus)
- 4. 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* (annual)	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				
On-site and off-site coverage	\$ 300.00	\$ 450.00	\$ 525.00	\$ 570.00	\$ 603.00

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

#### OPTIONAL COVERAGES AVAILABLE CONTINUED

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

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

Additional coverages automatically included in the coverage form are:

- Business Income with Extra Expense actual loss sustained (up to \$50,000)
- Money and Securities Coverage -\$10,000 any one occurrence
- Valuable Papers and Records Coverage -\$10,000 on premises/ \$2,500 off premises
- Account Receivable Coverage -\$10,000 on premises/ \$2,500 off premises
- Employee Theft -\$5,000 any one occurrence
- Forgery or Alteration -\$10,000 any one occurrence
- Robbery or Safe Burglary of Other Property -\$10,000 inside the premises/ \$10,000 outside the premises
- · Additional Acquired Property up to \$15,000
- · Concession Equipment -\$50,000 any one occurrence
- Pollutant Cleanup -\$25,000

#### Coverage Conditions:

- 1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your 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 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.
- 4. This coverage may not be available in all states.

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

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

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

- Option 1: \$1,000,000 of liability coverage for sums the insured becomes legally obligated to pay as damages because of loss arising out of or in any way involving sexual abuse or sexual molestation, whether threatened or actual. 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, or exploitation.

#### Coverage Conditions:

- 1. Coverage is contingent upon completion, as well as review and approval from us, of the underwriting questions found on page 10.
- 2. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for 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.

Options	Rates
Option 1 - \$1,000,000 Sexual Abuse or Sexual Molestation Liability	See page 10 for rates (\$150.00 minimum premium)
Option 2 - \$100,000 Abuse, Molestation, or Exploitation Defense Reimbursement	\$100.00 (Flat rate)

#### FREQUENTLY ASKED QUESTIONS

#### 1. 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.

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

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

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

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

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

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

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

No. You will receive a certificate of insurance as proof of coverage. By applying for this insurance, you are applying for membership in the Sports, Leisure and Entertainment Risk Purchasing Group (RPG), a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seg.). Coverage is offered exclusively through the Sports, Leisure and Entertainment Risk Purchasing Group (RPG). The RPG receives a master policy from the insurance company. Submission of this enrollment form confirms your desire to receive coverage through the RPG. Each member receives their own certificate of insurance as evidence of coverage. The limits of insurance apply individually to each insured member organization - there are no shared limits of liability with any other members. For a copy of the RPG master policy, please submit your request in writing to: Academic HealthPlans, Inc., PO Box 81315, Cleveland, OH 44181 or recsportsandmore@recsportsandmore.ahpcare.com.



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

This brochure is valid for effective dates of 2/1/25 through 12/31/25

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). A risk purchasing group (RPG) provides group purchasing power for similar risks resulting in potential advantageous coverage terms, and competitive rates for favorable group loss experience. An RPG administration fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.

#### TO AVOID PROCESSING DELAYS, PLEASE:

- 1. Complete all sections (print legibly)
- 2. Sign and date where required
- 3. Remit completed enrollment form (pages 6-15) with payment

#### **GENERAL INFORMATION**

O I am a new ac	count OI am renewing	my coverage			
Full legal name o	f business:				
Note: This is the name or DBA.	me that will appear on your Ce	rtificate of Insurance. If your c	ompany is a Sole Proprieto	orship, then this will be your persor	nal
Applicant is a:	·	O Limited Liability Co.	•	•	
Form of business	: O Not-for-profit O For-	-profit			
Mailing address:					
City:			State:	Zip:	
Contact name: _		F	Phone: ()		
Cell: ()		Fax: (	)		
E-mail:		Websit	e:		
(Note: Temporary lea	ns you own or operate on a ased spaces or mobile program cations on the certificate reques	n sites should not be listed he	re, only your owned/operate	ed location sites. You can add	
Loc #1:					
	Street Address	City	State	Zip Code	
Loc #2:					_
	Street Address	City	State	Zip Code	
DATES					
on a later date yo	will begin the day after thou specify below. (If renew my coverage on this date	ving coverage, please pro	vide the expiration date	received and approved by us, e of your current policy.)	or

Academic HealthPlans, Inc. • PO Box 81315, Cleveland, OH 44181 • 1-913-754-5617 E-mail = recsportsandmore@recsportsandmore.ahpcare.com • Fax 1-913-754-5617 www.mycare26.com/specialty-programs CA # 0H64806, TX # 1554208, FL # L074590

## **BUSINESS INFORMATION**

	If yes, please <u>provide</u> current loss runs with at least 5 years In addition, please describe any liability or medical claims of insurance coverage for those years.			-		
	c) In the past 5 years, have you had any losses?		OY		01	No
	If yes, why?					
	b) Is your current carrier non-renewing your coverage?		$O_{Y}$	'es	01	No
•	a) Name(s) of current carrier(s):	Expiration date(s):				
If y	yes:					
	no, please check/explain:					
Do	you have current coverage in place?		OY	'es	01	No
10. <b>FOR</b>	R NEW ACCOUNTS ONLY					
-	ou have any off-site programs/training? lease describe):			Yes	<u> </u>	No
-	yes: Is there a separate entrance, with no access available to the r	residential part of the home?	_	Yes	0	
	s your business operate out of a private residence?		_	Yes	0	
(F8	acilities with rings/cages are subject to additional underwriting que	estions and may not be eligible	e.)			
	s your facility have a ring/cage?			Yes	О	No
-	ou have any independent contractors (non-employees) working at yes, how many?	your studio/facility?	0	Yes	О	No
	osures/activities listed above are not eligible under this program. If you have determine if other coverage/program options are available, or visit us online					
	Programs specifically designed for health disorders/diseases If yes, please describe the program:					
• F	Parkour/ninja/obstacle courses or programs hot tubs, whirlpo	ools, jacuzzis or cold plunge				
	• • • • • • • • • • • • • • • • • • • •	s, saunas, steam rooms,				
		ructional programs				
	•	tion services/therapy				
	Climbing walls  • Salon services of Sports medicine	•				
		, physicals or stress testing				
5. Does	s your studio/facility have any of the following features or services?		0	Yes	0	No
4. Is you	ur studio/facility a dance, gymnastics, cheer or martial arts school/	studio?	0	Yes	0	No
3. Do yo	ou have locations outside of the U.S.?		0	Yes	0	No
2. Is a re	representative from your business on-site during your business ho	urs?	0	Yes	0	No
	patrons under the direct supervision of an instructor or trainer at all or are operations exclusively circuit training?	times during the activities	0	Yes	0	No

### 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 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	\$ 500.00	\$ 750.00	\$ 1,000.00	\$ 1,250.00	\$ 1,500.00
1,001 – 2,000 square feet	\$ 1,000.00	\$ 1,500.00	\$ 1,750.00	\$ 2,000.00	\$ 2,250.00
2,001 – 3,000 square feet	\$ 1,500.00	\$ 2,250.00	\$ 2,625.00	\$ 2,875.00	\$ 3,125.00

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

Location # as per Page 6	Square Footage	Premium
Location #1		\$
Location #2		\$
Total Premium		\$

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

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

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

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

Please select one coverage option.

Rates* (annual)	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				
On-site and off-site coverage	○ \$ 300.00	○ \$ 450.00	○ \$ 525.00	○ \$ 570.00	○ \$ 603.00

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

## **OPTIONAL COVERAGES PREMIUM CALCULATION CONTINUED**

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

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

ρ ι.		ues to determine your tota	•	JOST AIRCUITT TOT ALL TOO	
	Individually lis	st any items with values ove	er \$5,000		Value
					\$
					\$
					ֆ
	values for categ				
	•	e those values already shown	•		
		ventory (office supplies, iter	-		\$
	phone/fax syst	Contents (athletic equipmentem, office contents, etc.)		•	\$
		s & Betterments (items you ng, mirrors, ceiling tile, window			\$
	Signs (indoor	or outdoor)			\$
	Misc. Equipm	nent – please describe			\$
	Total replacer	ment value for all location(s	s) (add all lines a	ibove)	\$
		lease describe:			
		ve a security system in place			s O No
	a. If yes, p	lease describe:			
	3. Is any othe	er operations, besides your ov	wn, or equipment	t of others stored in the sar	me facility
	in which yo	ou store your equipment?		O Ye	s O No
	a. If yes, pl	lease describe:			
	4. Please atta	ach a complete inventory list	with values of ea	ıch item	
ep 3:	Calculate prem	nium			
- F	-	ed premium is less than the mi	inimum premium	. the total premium due is th	ne minimum premium.)
	·		, , , , , , , , , , , , , , , , , , ,		,
Equi	ipment and Cont	tents Premium			
	My total replacem	nent value is between \$1 – \$1	10,000 (\$250 ded	uctible will apply)	
F	Rates: All States $\epsilon$	except Hawaii = \$.033	Hawaii Applica	nt = \$.03	
	\$	_ x \$	= \$		(C)
	Rate	Total Replacement Value		Equipment and Co (\$100.00 minimum	
	//v total replacem	ent value is over \$10,000 (\$10	0 001 - \$100.000 va	alue = \$1 000 deductible and \$1	00 001+ = \$2,500 deducti
- 1	-	except Hawaii = \$.0286			σο,σοιι – ψε,σου ασειι
	\$	_ x \$	= \$	\$	(C)
	Rate	Total Replacement Value	*	Equipment and Co (\$100.00 minimum	ontents Premium

## **OPTIONAL COVERAGES PREMIUM CALCULATIONS CONTINUED**

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

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

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

1.	Does your organization currently have employees, volunteers or independent contractors?  The term "Volunteers" means someone, including parent volunteers, who exerts control over or supervises participants.								O Yes	O No
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:							1	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 and training in place regarding the prevention and mitigation of abuse, molestation or sexual misconduct? If yes:								O Yes	O No
	a. Do the procedures re to law enforcement?	quire that known or suspected abu	ise inc	idents	s must be re	ported		1	O Yes	O No
	b. Are written procedure	es and training provided or availabl or or sanctioning/governing body n			nployee, vol	unteer	,		O Yes	ONo
	<ul> <li>c. Does your written pla a minor and an adult</li> </ul>	n include reasonable procedures to (who is not the minor's legal guard thin an interruptible distance, excep	o limit lian) to	one-c	e that are ob	serval	ole b	у	O Yes	O No
5.	Please complete the followir controls used by your organ	ng questions regarding employee, rization.	volunte	eer, oi	r independe	nt cont	racto	or screenir	ıg	
		Complete All Questions ent contractors" in the following questions er or supervises participants.	means	i	Employe	ees	Vo	olunteers/l contra		dent
	1	nd/or volunteers/independent contr		- 1		) No		O Yes	O No	
	1	dependent contractor applications include questions about whether	-	ed?		O No O No		O Yes	O No	
		en convicted for any crime involvin			O res	) INO		O res	O NO	
	' '	ks yes, do you reject the applicant	?		O Yes	) No		O Yes	O No	
		ovided by a third party vendor/servi			O Yes	) No		O Yes	O No	
	If yes, do you reject an ap violence or sex related off	plicant with any history of physical enses?			O Yes	) No		O Yes	O No	
F	Please explain any "No" respo	onses to questions asked in #5:		•						
6.	Calculate premium									
	O Option 1 - \$1,000,000 Sexual Abuse or Sexual Molestation Liability (Choose the same type of coverage option as purchased on page 8)									
	Type of Coverage Rate (based on sq. ft. of each studio) X # of Locations =					Pro	emium			
	On-site and Off-site	O 1 - 1,000 sq ft: \$100.00 O 1,001 - 2,000 sq ft: \$200.00 O 2,001 - 3,000 sq ft: \$300.00	Х	_		-	=	\$ \$ \$		
	Option 1 Total Premium Insert premium total from	(add all lines above) above or \$150.00 minimum premi	um. Th	ne hig	her amount	applies	S.	\$		
	O Option 2 - \$100,000 Abuse, Molestation, or Exploitation Defense Reimbursement								\$ 100	0.00

### **TOTAL COST SUMMARY**

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

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

\*Liablility for Independent Contractors and Sexual Abuse/Sexual Molestation coverages are 100% fully earned at inception (may vary by state).

NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT AND A FULLY COMPLETED ENROLLMENT FORM IS RECEIVED BY THE COMPANY OR THEIR REPRESENTATIVE. CANCELLATIONS/CHANGES CAN ONLY BE MADE BY THE NAMED INSURED.

#### **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.

not be automatically renewed.	
1. When is this certificate needed?://	-
2. This certificate is for: O General Liability Coverage O Specific location(s): O All locations O Equipment & Contents/Inland Management	arine Coverage (if applicable)
3. What is the additional insured's relationship to you? O Co-promoter O Lessor of equipment/O Other (please identify/explain):	contents (liability) O Loss Payee (equipment/contents)
Certificate holder/additional insured name:  Mailing address:	
	State: Zip:
6. For Loss Payee: Type of equipment (please describe):	Replacement cost value:

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

## ATTENTION: AGENTS

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

Please complete the information below.			
Agency name:	Agent/contact name:		
Agency complete mailing address:			
Address	City	State	Zip
Agency telephone: ()			
Agent/contact e-mail address:	Tax I.D		
I represent and warrant as an insurance producer that I curre conduct insurance business in the state coverage for this insurance omissions insurance with a minimum limit of \$1,000,000 for n evidence of all of the above mentioned items.	ured is being written. I further repre	esent and warrant that I c	urrently maintain errors and
I understand that agents do not have authority to issue binde	rs or a certificate of insurance on b	ehalf of this program.	
Agent signature:	Da	ate:	
DI FACE DEAD, COMPLETE #0	DELOW		
PLEASE READ, COMPLETE #9 AM	BELOW (if you do not wi	sh to receive docun	nents via email),
Electronic Signature Disclosure and Consent The Electronic Signatures in Global and National Commerce A oot be denied legal effect, validity or enforceability solely becau			
scademic HealthPlans, Inc., whether on its own behalf, and/or ervices, digital storage, digital media or similar electronic mea ights when we are delivering and you are receiving such docu	ins to transmit Policy Documents to		
By agreeing to proceed with this transaction, you acknowledge	and consent to the following:		
1. I hereby voluntarily consent to proceeding with this transa	action, and all subsequent actions r	elated to this transaction,	electronically.
<ol> <li>I understand that further documents relating to this insural correspondence, communications, confirmations, request be transmitted by electronic means to me, including by e- on-line registration. I consent to such documents being pre-</li> </ol>	s for premium payments and policy mail sent to the e-mail address I ha	documents, may, to the	extent permitted by law,
Notwithstanding paragraph 2, any notice of cancellation s and/or application for insurance, or to such other address			
<ol> <li>Any change or revision to the e-mail address or other ele- on-line registration process shall be requested by me by the PO Box 81315, Cleveland, OH 44181.</li> </ol>			•
5. I understand that I have the right to obtain a paper copy of subsequent transaction involving my coverage by mailing			eaction or any
<ol> <li>In order to access the electronic records provided, the fol through which Internet access is available, (b) an Internet (d) Adobe Acrobat Reader.</li> </ol>			
7. I understand that I have the right and option to withdraw r or mailing a written request to the address provided in pa that I will receive a paper copy of future policy documentation.	ragraph 4. By withdrawing my cons		
8. Information relating to this transaction is subject to the ter www.mycare26.com/specialty-programs.	ms of our privacy statement, a cop	y of which is provided at	
<ol> <li>DOCUMENT DELIVERY. After this enrollment form is ap has been bound. When submitted through an insurance a certificate requests will be issued to the same person. Pro documents and communication to you electronically.</li> </ol>	agent or broker, this coverage docu	ment will only be delivere	ed to them. Additional
If you DO NOT want to be emailed please check he	re and select your preferred me	thod of document delive	ery. O
O Fax to:	attn:		
O Mail to:	attn:		

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#### **PLEASE READ AND SIGN BELOW**

#### **Representation Statement**

The undersigned authorized officer of the applicant declares that the statements set forth herein are true to the best of his or her knowledge. The undersigned authorized officer agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. Signing of this application does not bind the applicant to the insurer to complete the insurance.

I am aware that accurate reporting is required for premium calculation and that my books and records, as they relate to this coverage, may be examined or audited by the company at any time during the coverage period and up to three years thereafter. I acknowledge that intentional misrepresentation or misreporting may jeopardize coverage and that the company reserves the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided.

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

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

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

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

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

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

### **PAYMENT OPTIONS**

Submit a completed enrollment (including signed Representation Statement) and payment via one of the options below		
Applicant business name: _	Effective date:	
Select Payment Option		
	ption is only available for purchases made 15 days or more prior to the effective date of https://res.epaypolicy.com to complete the ACH payment	
Academic PO Box 8	k – make check payable to Academic HealthPlans, Inc. HealthPlans, Inc. 1315 , OH 44181	
	please note there will be a 3.5% fee added for credit card transactions b https://res.epaypolicy.com to complete the credit card payment	

#### IMPORTANT INFORMATION. PLEASE READ.

#### **Fair Credit Report Act Notice**

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

#### **Fraud Warning**

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

**Applicable in CA:** For your protection, California law requires that you be advised of the following:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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

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

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

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

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

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

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

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

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

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