



Attn: Outfitters & Guides Program - SCU  
1712 Magnavox Way P.O. Box 2338  
Fort Wayne, IN 46801-2338  
1-877-783-1161  
www.kandkinsurance.com

# OUTFITTERS & GUIDES Risk Purchasing Group Liability Insurance Program Effective 1/1/23

## PROGRAM DESCRIPTION

The Outfitters & Guides Risk Purchasing Group program has been designed to provide **General Liability** and **Inland Marine** coverage for outfitters and guides whose primary activities are a combination of the following: (This excludes auto coverage of any kind.)

## ELIGIBLE OPERATIONS

- Back-country skiing
- Backpacking
- Bicycling Tours (less than 50 miles)
- Camping/Owned campgrounds
- Canyoneering
- Classroom instruction
- Cross-country skiing
- Eco Tours
- Fishing (guided)
- Fishing (non-guided)
- Hiking (guided)
- Hunting (guided)
- Kayak/Canoe rentals
- Livery, shuttle or transport services for your own operation
- Mountain biking
- Mountaineering/Rapelling
- Non-motorized watercraft/tube rental-only operations (non-guided)
- Owned lodges/Cabins
- Paddleboarding/SUP
- Paddlefit
- Paddling schools
- Retail sales
- Rock climbing
- Skimboarding
- Shoreline sailing (less than a mile from shore)
- Snorkeling
- Snowshoeing
- Surfing
- Water operations:  
Class I, II, III rivers, flatwater, sea kayaking & canoe (guided)
- Windsurfing

## INELIGIBLE OPERATIONS

- ATV/Gators/Utility vehicle
- Climbing/Rapelling man-made structures
- E-Foils
- Electric bike tours/rentals
- Equine/Saddle animals
- Fishing charters
- Full service restaurant
- Guided water options Class: IV, V
- Hot Tubs
- Hunting (non-guided)
- Ice climbing
- International rock, mountain climbing & canyoneering
- Jet skis/Wave runners
- Land sailing/Sand yachting
- Liquor/alcohol sales
- Livery, chartering, shuttling, transportation services of others and/or their property
- Motorized/Electric bicycles and scooters
- Motorized watercraft rental (non-guided)
- Riverboarding/Riversledging
- Sauna/Spa
- Scooter rental
- Scuba
- Skating: Ice, Inline, Roller
- Snowmobile
- Spear fishing
- Stand-alone bike rental
- Stand-alone pontoon/boat rental
- Stand-alone ski equipment rental
- The sale, distribution, and/or refilling of propane and/or propane tanks
- Any water-related activities conducted more than one mile from shore

**Note:** • To be eligible for this program, the client must have been in business for at least one year or have three years equivalent experience. In addition, total gross receipts for the business must be less than \$750,000 and retail cannot exceed 80% of the total receipts, owned lodging/camping cannot exceed 50% of total receipts, campgrounds cannot exceed 50% of total receipts, cross country skiing cannot exceed 20% of total receipts, snorkeling cannot exceed 10% of total receipts, and shoreline sailing cannot exceed 10% of total receipts. Call 1-800-440-5580 to discuss other options.

**Also covered are the following incidental activities:** Retail sales of merchandise and equipment; participation for food/beverage services; athletic courts; participation in demonstration days, trade shows or events, but only for an activity designated as a covered activity; equipment rental for activities designated as a covered activity; office exposures for covered activities, motorized watercraft (less than 250hp) for one of these covered designated activities and camping.

## LIABILITY COVERAGE AND LIMITS

General Aggregate Limit	\$5,000,000	Each Occurrence Limit	up to \$3,000,000
Products-Completed Operations Aggregate Limit	up to \$3,000,000	Fire Damage Limit	\$ 300,000
Personal & Advertising Injury	up to \$3,000,000	Medical Payments	EXCLUDED

## NOTABLE EXCLUSIONS

- Abuse & molestation
- Aircraft/Hot air balloon
- Airport
- All skiing (except cross-country)
- Amusement device
- Archery/skeet/trap/pistol ranges
- Asbestos
- ATV/Gators/Utility vehicle
- Bungee
- Class IV and V whitewater rivers
- Climbing/Rapelling man-made structures
- Climbing walls, indoor rock climbing gyms
- E-Foils
- Electric bike and scooter rentals/Tours
- Employment practices
- Equine/Saddle animals
- Fireworks
- Fishing charters
- Fungus
- Ice climbing
- Injury or death to animals
- Jet skis/Wave runners
- Livery, chartering, shuttling, transportation services of others and/or their property
- Motorized vehicles
- Owned pools or beaches
- Professional liability for skills assessment and certification of students.
- Public storage operations
- Ropes/challenge courses
- Sailboat racing and stunting
- Securities & financial interest
- Scooter rentals/Tours
- Skating: Ice, Inline, Roller
- Snow sleds, snowmobiles
- Special events sponsored by the insured
- Sponsorship of races including but not limited to adventure races
- Stand-alone bicycle rental
- Stand-alone pontoon/boat rental
- Stand-alone ski equipment
- Watercraft/powerboats when testing, stunting, racing, or practicing
- Any water-related activities conducted more than one mile from shore

## IMPORTANT PROGRAM INFORMATION

1. You will be notified by K&K if, for any reason, your submission to this insurance program is declined or determined to be ineligible for coverage, and your premium payment will be returned or refunded.
2. If your enrollment is accepted, coverage documents will be issued by K&K Insurance.
3. Coverage will become effective the date after the enrollment form and premium payment are received and approved by K&K, or on a later date that you may specify. Minimum premiums are 100% fully earned and non-refundable once coverage begins.
4. Coverage is provided on an annual basis.
5. Please allow 10 days for processing.
6. You may quote and purchase through our website for immediate coverage.
7. Certificate requests must be submitted in writing by fax or email from the named insured or insured's agent. Please allow time for processing. If your original purchase was made through our website, you may return there to issue additional certificates.
8. Any exposure changes that deviate from the original enrollment form must be submitted in writing by fax or email from the named insured or the insured's agent.

**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. You may request a copy of the full policy by submitting a written request to K&K Insurance Group.**

## GENERAL LIABILITY COVERAGE

• All rates contemplate the inclusion of terrorism coverage • No deductible for general liability

### COVERAGES AND LIMITS

#### NON-MOUNTAINEERING - A

Coverage (choose one)	A-1	A-2	A-3
<b>Commercial General Liability (CGL)</b> Each Occurrence	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000
General Aggregate (other than Products-completed Operations)	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Products-completed Operations Aggregate	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000
Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 300,000	\$ 300,000	\$ 300,000
Medical payments	Excluded	Excluded	Excluded
<b>Rate for Non-Mountaineering</b> Minimum Earned Premiums	\$ .026 \$ 1,050.00	\$ .054 \$ 2,175.00	\$ .059 \$ 2,440.00
<b>Rate for Non-Mountaineering</b> Minimum Earned Premiums ( <b>HAWAII ONLY</b> )	\$ .023 \$ 1,050.00	\$ .047 \$ 2,175.00	\$ .051 \$ 2,440.00

#### MOUNTAINEERING - B

Coverage	B
<b>Commercial General Liability (CGL)</b> Each Occurrence	\$ 1,000,000
General Aggregate (other than Products-completed Operations)	\$ 5,000,000
Products-completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 300,000
Medical payments	Excluded
<b>Rate for Mountaineering</b> Minimum Earned Premiums	\$ .055 \$ 2,625.00
<b>Rate for Mountaineering</b> Minimum Earned Premiums ( <b>HAWAII ONLY</b> )	\$ .048 \$ 2,625.00

\* Please contact us if higher limits are needed \*

### EXCLUSIONS - GENERAL LIABILITY

Abuse and molestation; Aircraft/Hot air balloon; Airport; All skiing (except cross-country, telemark and snowshoeing); Amusement device (arising out of the ownership, operation, maintenance or use of any "amusement device". For purposes of this exclusion, "amusement device" means any device or equipment a person rides for enjoyment, including but not limited to, any mechanical or non-mechanical ride, slide or water slide including any ski or tow when used in connection with water slide, moonwalk or moon bounce, bungee operation or equipment. "Amusement device" does not include any video arcade or computer game); Archery/skeet/trap/pistol ranges; Asbestos; ATV/ Gator/Utility vehicles; Bouldering; Bungee; Class IV and V whitewater rivers; Owned pools or beaches; Climbing/Rapelling man-made structures; Climbing walls; Indoor rock climbing gyms; E-Foils; Employment practices; Equine/Saddle animals; Fireworks, Fishing charters, Fungus, Injury or death to animals; Motorized vehicles; Ice climbing; Land sailing/Sand yachting, Livery, chartering, shuttling, transportation services of others and/or their property Professional liability; Public storage operations; Ropes/challenge courses; Sailboat racing and stunting; Skating: Ice, Inline, Roller; Securities and financial interest; Snow sled (Arising out of the ownership, operation, maintenance, use, loading or unloading any equipment or device used for snow sledding, including but not limited to, any inflatable tube, saucer, sled, toboggan or bobsled. This exclusion does not apply when such equipment or device is used by you, your employee or ski patrol to provide emergency rescue or first aid); snowmobiles (Arising out of the ownership, operation, maintenance, use, loading or unloading of any snowmobile); Special events supported by the insured; Sponsorship of races including but not limited to adventure races (including but not limited to the participation in or sponsoring any Mud Runs or Tough Mudder Events); Stand-alone ski equipment and/or bicycle rental, Electric bike and scooter tours or rentals; Watercraft/powerboats when testing, stunting, racing, or practicing; Zip Lines; Jet skis/wave runners; Scooter rentals/tours; and Auto coverage of any kind. Any water-related activities conducted more than one mile from shore.

## FREQUENTLY ASKED QUESTIONS

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

Coverage can be bound the date after we receive a completed enrollment form and the appropriate premium. Please allow 10 days for us to process your enrollment form and issue certificates.

### 2. When should we make our coverage effective?

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

### 3. What information should the waiver contain? Who should approve the waiver form and its content? Do we send in the signed waivers or keep them in our record database?

We have provided a sample waiver for your review on page 11. Final wording should be as directed by your attorney/legal counsel, but should observe the principles represented within the sample waiver. Minor participants should sign the waiver as well as the minor's parent or guardian. You should keep all signed waivers in case of a claim, at which time a copy of the signed waiver will be requested from the claims adjuster.

### 4. What does "stand-alone ski equipment" and/or "bicycle rental" mean?

If all you offer is the rental of ski equipment and/or bikes, then coverage cannot be placed with K&K Insurance.

### 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 Program receives a master policy from the company. Submission of this enrollment form confirms your desire to receive coverage through the RPG Program. 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: K&K Insurance Group, Inc., 1712 Magnavox Way, Fort Wayne, IN 46804, or by email at [OandG@kandkinsurance.com](mailto:OandG@kandkinsurance.com).

The certificate issued to each member will include the member's name, effective date and is evidence of coverage.

## EASY WAYS TO ENROLL FOR COVERAGE

**WEB** Receive coverage immediately online at [www.outfittersguides-kk.com](http://www.outfittersguides-kk.com)

OR

Submit this enrollment form, with payment, to K&K.

**FAX** 1-260-459-5502

<b>MAIL</b>	Regular:	Overnight:
	K&K Insurance	K&K Insurance
	O&G RPG	O&G RPG
	P.O. Box 2338	1712 Magnavox Way
	Fort Wayne, IN	Fort Wayne, IN
	46801-2338	46804

**NOTE: If you are working with a licensed insurance agent, please submit your enrollment form to them. They will enroll for coverage on your behalf using one of the above options.**

## FOR SERVICE REQUESTS ONLY

**E-MAIL** [OandG@kandkinsurance.com](mailto:OandG@kandkinsurance.com)

**QUESTIONS** Call 1-877-783-1161



## UNDERWRITING QUESTIONS CONTINUED

5. In the past five years, have you or any of your staff (employees, volunteers, subcontractors, etc.) had any infractions, fines, or citations from any applicable authority (Parks Service, Forest Service, City, State, etc.)? This includes but is not limited to having you or a staff members' license(s) suspended or revoked.  Yes  No  
If yes, please describe: \_\_\_\_\_ Date of infraction, fine or citation: \_\_\_\_\_
6. Do you plan to sponsor, hold, or otherwise be involved in any type of event, other than participation in demonstration days or trade shows?  Yes  No  
If yes, please describe: \_\_\_\_\_ Date of event \_\_\_\_\_  
If yes, is event covered elsewhere?  Yes  No
7. Do you have any owned lodges/cabins?  Yes  No  
If yes, are there smoke alarms/detectors in each sleeping area?  Yes  No  
Number of cabins? \_\_\_\_\_
8. Do you have any motorized watercraft with an engine greater than 250 HP?  Yes  No  
**If yes, this is not acceptable in this program.**
9. Are helmets required to be worn for biking/mountain biking?  Yes  No  N/A
10. Do you use trailers, either attached or detached in your business?  Yes  No  
**If yes, you would need a business auto policy, as they are not covered under this program.**
11. Do you use equine/saddle animals, ATV, or snowmobiles for hunting or other operations?  Yes  No  
**If yes, this is not acceptable in this program.**
12. Do you provide car rack installation or alter vehicles in any way?  Yes  No  
**If yes, this is not acceptable in this program.**
13. Do you provide livery, shuttle or transport services for your own operation?  Yes  No
14. Do you provide livery, chartering, shuttling or any other transporting services for **others and/or their property**?  Yes  No  
**If yes, this is not acceptable in this program.**
15. Do you conduct any water-related activities more than one mile from shore?  Yes  No  
**If yes, this is not acceptable in this program.**

## INSURED OPERATIONS

Please select all activities that apply to your operation.

### NON-MOUNTAINEERING

- |   |   |
|---|---|
| <input type="radio"/> Back-country skiing<br>(must be 20% or less of total revenues)                      | <input type="radio"/> Livery, shuttle or transport services for your<br>own operations                          |
| <input type="radio"/> Backpacking   | <input type="radio"/> Non-motorized watercraft/tube rental operations<br>(non-guided)                           |
| <input type="radio"/> Bicycle rental (not electric or stand-alone)  | <input type="radio"/> Owned lodges/cabins (must be 50% or less of<br>total revenues)                            |
| <input type="radio"/> Bicycling Tours (less than 50 miles)  | <input type="radio"/> Paddlefit   |
| <input type="radio"/> Campgrounds (must be 50% or less of total revenues)                                 | <input type="radio"/> Paddling/Paddleboarding (includes stand up<br>paddleboarding)                             |
| <input type="radio"/> Camping   | <input type="radio"/> Retail sales (must be 80% or less of total revenues)                                      |
| <input type="radio"/> Cross-country skiing (must be less than 20% of<br>total revenues)                   | <input type="radio"/> Shoreline/sailing - 20 ft. or less boat length<br>(must be 10% or less of total revenues) |
| <input type="radio"/> Eco tours   | <input type="radio"/> Skimboarding  |
| <input type="radio"/> Fishing (guided)  | <input type="radio"/> Snorkeling (must be 10% or less of total revenues)  |
| <input type="radio"/> Fishing (non-guided)  | <input type="radio"/> Snowshoeing   |
| <input type="radio"/> Guided water operations: Class I, II, III rivers, flat<br>water, sea kayaking/canoe | <input type="radio"/> Surfing   |
| <input type="radio"/> Hiking  | <input type="radio"/> Windsurfing   |
| <input type="radio"/> Hunting (guided)  |   |
| <input type="radio"/> Kayak/Canoe/Paddleboard, SUP, rafts, rental<br>operations (non-guided)              |   |



## MOUNTAINEERING

Rock climbing/Mountaineering/Canyoneering

Mountain biking

## CALCULATION

1. If the total premium calculates to less than the minimum premium, the total premium due is the minimum premium shown.
2. If the total premium calculates to more than the minimum premium, the total premium due is the premium that was calculated.
3. If you have non-Mountaineering and Mountaineering types of exposures, you must complete options A-1 and B; the \$2,625 minimum premium applies.
4. If you have only Mountaineering exposures, just complete Option (B); the \$2,625 minimum premium applies.
5. If you have only Non-Mountaineering exposures, just complete one of the (A) options; the minimum premium is as shown.
6. Round all calculations to the nearest dollar.

### NON-MOUNTAINEERING - A

Options	Hawaii Rate	Rates/Premium Calculation
<input type="radio"/> A-1	\$.023	Minimum premium is \$1,050
		$$.026 \times \frac{\text{Total receipts}}{\text{Total receipts}} = \$ \frac{\text{Premium}}{\text{Premium}} \text{ (A)}$
<input type="radio"/> A-2	\$.047	Minimum premium is \$2,175
		$$.054 \times \frac{\text{Total receipts}}{\text{Total receipts}} = \$ \frac{\text{Premium}}{\text{Premium}} \text{ (A)}$ <p style="text-align: center;">Not available if you have Mountaineering type exposures</p>
<input type="radio"/> A-3	\$.048	Minimum premium is \$2,440
		$$.056 \times \frac{\text{Total receipts}}{\text{Total receipts}} = \$ \frac{\text{Premium}}{\text{Premium}} \text{ (A)}$ <p style="text-align: center;">Not available if you have Mountaineering type exposures</p>

### MOUNTAINEERING - B

Options	Hawaii Rate	Rates/Premium Calculation
<input type="radio"/> B	\$.048	Minimum premium is \$2,625
		$$.055 \times \frac{\text{Total receipts}}{\text{Total receipts}} = \$ \frac{\text{Premium}}{\text{Premium}} \text{ (B)}$

	Rates/Premium Calculation						
<b>TOTAL PREMIUMS C</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Non-Mountaineering (Options A-1, A-2, or A-3) Minimum Premiums are shown above</td> <td style="text-align: right;">Premium \$ _____</td> </tr> <tr> <td>Mountaineering (Option B) Minimum Premium \$2,625</td> <td style="text-align: right;">Premium \$ _____</td> </tr> <tr> <td>Both Non-Mountaineering &amp; Mountaineering (Option A-1 &amp; B) Minimum Premium \$2,625</td> <td style="text-align: right;">Premium \$ _____</td> </tr> </table>	Non-Mountaineering (Options A-1, A-2, or A-3) Minimum Premiums are shown above	Premium \$ _____	Mountaineering (Option B) Minimum Premium \$2,625	Premium \$ _____	Both Non-Mountaineering & Mountaineering (Option A-1 & B) Minimum Premium \$2,625	Premium \$ _____
Non-Mountaineering (Options A-1, A-2, or A-3) Minimum Premiums are shown above	Premium \$ _____						
Mountaineering (Option B) Minimum Premium \$2,625	Premium \$ _____						
Both Non-Mountaineering & Mountaineering (Option A-1 & B) Minimum Premium \$2,625	Premium \$ _____						

K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)

## EQUIPMENT & CONTENTS (INLAND MARINE) OPTIONAL COVERAGE

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

**THIS COVERAGE IS NOT AVAILABLE FOR THE STATE OF VERMONT.**

**FOR THE FOLLOWING STATES PLEASE CONTACT OUR OFFICE AT 260-459-4743 OR 877-783-1161 TO RECEIVE ANOTHER APPLICATION: ALASKA; CALIFORNIA; FLORIDA; HAWAII; NEW YORK; VIRGINIA AND WASHINGTON**

This option provides coverage for direct loss or damage to your supplies and equipment, furnishings, improvements and betterments, signs and nonstructural glass due to fire, theft, vandalism or other covered causes (subject to actual policy terms and conditions.)

**Notable Exclusions: Earthquake, Water/Flood, Wind/Hail**

- **Do you have any individual items valued at more than \$5,000?**  Yes  No  
 (If yes, please call 1-800-440-5580 as you are not eligible for Inland Marine coverage for this program. No single item valued over \$5,000 individually is acceptable.)

**Step 1: Provide values for categories below**

<b>Supplies and Inventory</b> such as office supplies and items for sale	\$ _____
<b>Equipments and Contents</b> such as; canoes, kayaks, life jackets, hiking equipment, and other equipment or contents that are used in the operations being covered in this policy.	\$ _____
<b>Improvements &amp; Betterments</b> (items you have installed or altered at your expense, such as flooring, mirrors, ceiling tile, window treatments, lighting, shelving, etc.) Receipt of purchase is required at the time of loss to show verification of purchase.	\$ _____
<b>Signs</b> (indoor or outdoor)	\$ _____
<b>Misc. Equipment</b> - (describe equipment)	\$ _____
<b>Total replacement value</b> (add all lines above)	\$ _____

**Step 2: Calculate premium**

(If total calculated premium is less than the minimum premium, the total premium due is the minimum premium)

Equipment & Contents Premium	
<input type="radio"/> <b>My total replacement value is between \$1 - \$10,000</b> (\$250 deductible will apply)	
$\$ .0264 \times \$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}}$ <p style="text-align: center; margin: 0;">Total Replacement Value</p>	$\$ \underline{\hspace{2cm}} \text{(C)}$ <p style="text-align: center; margin: 0;">Equipment &amp; Contents Premium (Total premium or \$500.00, whichever is greater) (Round to the nearest dollar)</p>
<input type="radio"/> <b>My total replacement value is over \$10,000</b> (A \$1,000 deductible applies to values from \$10,001 - \$100,000)	
$\$.0237 \times \$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}}$ <p style="text-align: center; margin: 0;">Total Replacement Value</p>	$\$ \underline{\hspace{2cm}} \text{(C)}$ <p style="text-align: center; margin: 0;">Equipment &amp; Contents Premium (Total premium or \$500.00, whichever is greater) (Round to the nearest dollar)</p>



## GENERAL LIABILITY - ADDITIONAL INSUREDS

**Additional Insureds** List the name and mailing address of any entity requiring a Certificate of Insurance evidencing them as an Additional Insured, and indicate their relationship to you. Certificates will be mailed to you. If a copy is to be delivered directly to the Additional Insured entity, please provide a fax number or email address for delivery.

Name: \_\_\_\_\_ Relationship to you:  Land owner for activities

Address: \_\_\_\_\_  Permit grantors

Owner, manager or lessor of the premises  Vendor (to be used for entities that advertise your services such as hotels/motels)  Client (to be used for an organization or group that you are guiding or renting equipment to)

1099 Subcontracted employee

(Optional) Delivery by fax to: \_\_\_\_\_ or e-mail to: \_\_\_\_\_

Type of Activity: \_\_\_\_\_ Date of Activity: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to you:  Land owner for activities

Address: \_\_\_\_\_  Permit grantors

Owner, manager or lessor of the premises  Vendor (to be used for entities that advertise your services such as hotels/motels)  Client (to be used for an organization or group that you are guiding or renting equipment to)

1099 Subcontracted employee

(Optional) Delivery by fax to: \_\_\_\_\_ or e-mail to: \_\_\_\_\_

Type of Activity: \_\_\_\_\_ Date of Activity: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to you:  Land owner for activities

Address: \_\_\_\_\_  Permit grantors

Owner, manager or lessor of the premises  Vendor (to be used for entities that advertise your services such as hotels/motels)  Client (to be used for an organization or group that you are guiding or renting equipment to)

1099 Subcontracted employee

(Optional) Delivery by fax to: \_\_\_\_\_ or e-mail to: \_\_\_\_\_

Type of Activity: \_\_\_\_\_ Date of Activity: \_\_\_\_\_

## EQUIPMENT & CONTENTS - LOSS PAYEE

**Loss Payee:** (if other than named insured)

Name: \_\_\_\_\_ Contact name: \_\_\_\_\_

Mailing address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please identify item(s): \_\_\_\_\_

**Loss Payee:** (if other than named insured)

Name: \_\_\_\_\_ Contact name: \_\_\_\_\_

Mailing address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please identify item(s): \_\_\_\_\_

**Loss Payee:** (if other than named insured)

Name: \_\_\_\_\_ Contact name: \_\_\_\_\_

Mailing address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please identify item(s): \_\_\_\_\_

## TOTAL PREMIUM SUMMARY

General Liability Premium (from page 7)	\$ (C)
Equipment and Contents Premium (from page 8)	\$ (D)
<b>Total Premium Due</b> (add lines C + D)	<b>\$ (E)</b>
<b>Risk Purchasing Group Administration Fee (MANDATORY)</b>	<b>\$ 30.00 (F)</b>
<b>Total Due</b> (add lines E and F)	<b>\$</b>

## INSURANCE AGENT INFORMATION

### PLEASE SUBMIT APPLICATION AND PAYMENT TO AGENCY SHOWN BELOW IF APPLICABLE

To be completed only if licensed insurance agent is submitting this form

Agency name: \_\_\_\_\_

Agency mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Agent/contact name: \_\_\_\_\_

Agency telephone: (\_\_\_\_\_) \_\_\_\_\_ Agency fax: (\_\_\_\_\_) \_\_\_\_\_

Agent/contact e-mail address: \_\_\_\_\_

Do you have existing business with K&K Insurance?     Yes     No    FEIN # \_\_\_\_\_

For additional information regarding other programs, log onto our web site at [www.kandkinsurance.com](http://www.kandkinsurance.com).

(For K&K use only) Agency ID# \_\_\_\_\_

**Note: Agents do not have authority to issue binders or certificates of insurance on behalf of this program. Please remit agency gross payment. Outside premium finance is acceptable, minimum premium is fully earned.**

## MAKING YOUR PAYMENT

Mailing Instructions: Please refer to page 4, "Easy ways to enroll for coverage".

In order to avoid a delay in processing, prior to mailing, please check each box.

- All questions/sections of the enrollment form have been answered/completed.
- The Warranty Statement section is signed.     The required premium payment has been provided.

Making Your Payment: Please check payment option. **THERE ARE NO PAY PLANS AVAILABLE.**

- Check: Please make check payable to K&K Insurance Group, Inc. Enclosed is check # \_\_\_\_\_ for \$ \_\_\_\_\_
- Credit Card: **For your security, we cannot accept credit card payments via e-mail. Please fax or mail only.**

I authorize K&K Insurance to charge my premium payment to my credit card in the amount of \$ \_\_\_\_\_

- VISA
- MASTERCARD
- DISCOVER
- AMERICAN EXPRESS

Card Number: \_\_\_\_\_

Reference Number (last 3 digit # on back of card): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Print Name (as on card): \_\_\_\_\_

**Cardholder Signature:** \_\_\_\_\_

FATCA Notice: Please go to [Aon.com/FATCA](http://Aon.com/FATCA) to obtain appropriate W-9.



## Outfitter and Guides RPG Minimum Underwriting Guidelines

**Must be signed for Non-Mountaineering exposures.**

**Please return with application and payment**

1. A Waiver & Release of Liability, provided by you, will be signed by and obtained from all customers. In addition to the customer's signature, the form must have a parent's or a legal guardian's signature if the customer is under legal age. ONE WAIVER PER CUSTOMER IS A REQUIREMENT; ROSTER WAIVERS ARE NOT ACCEPTABLE. All waivers must be kept for a minimum of 7 years.
2. Customers will be fitted and provided with a United States Coast Guard approved flotation device for all water-related activities.
3. The primary/lead guide on a trip must be at least 21 years of age and have a minimum of two years of guiding experience. The guides and assistant guides must follow any state certification requirements when applicable. Any exception to this guideline must be referred to and approved by K&K.
4. The guide-to-customer ratios will not exceed ten (10) customers to one (1) guide.
5. Each guided trip must have one guide with the following certifications: cardiopulmonary resuscitation, first aid. Water rescue training and certification, where available, is required if a water activity is involved.
6. Each guided trip must have the following equipment: adequately stocked first aid kit, emergency communication devices such as cell phones, two-way radios, mirrors, whistles, flags, flares.
7. No alcoholic beverages or controlled substances will be provided by the insured to be consumed on board any watercraft.
8. Any customer, guide or staff member who is, or appears intoxicated or under the influence of illegal or controlled substances will not be allowed on board any watercraft or tube and not be allowed to participate in any other covered activity.
9. Guide/Operator will verify that the required state hunting and fishing licenses are in place.
10. Guide/Operator will follow all state requirements with regards to hunting and fishing seasons including fishing catch limits, hunting bagging limits, protective equipment such as orange vests and type of firearm/weapon used and any education/age requirements.
11. Equipment maintenance/inspection procedures must be in place.
12. All employees and customers will be fully informed of these requirements and will agree to enforce and adhere to them.

**NOTE:** Any deviation from these guidelines must be documented and submitted to K&K along with the application for consideration and receive written approval for the exception from K&K.

I understand that the insurance company in determining whether to provide insurance coverage will rely on the information contained in the application 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.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Producer's Signature (if applicable)

\_\_\_\_\_  
Applicant's Name (print)

\_\_\_\_\_  
Producer's Name (print)

\_\_\_\_\_  
Date (MM/DD/YY)

\_\_\_\_\_  
Date (MM/DD/YY)

**Outfitter and Guides RPG Minimum Underwriting Guidelines**  
**Must be signed for Rock climbing, Canyoneering and Mountain climbing exposures.**  
**Please return with the application and payment.**

**The following guidelines have been established as minimum requirements for this program.**

1. A waiver & release of liability form, provided by you, recognizing the dangers of mountaineering will be signed by and obtained from all customers. The form must have a parent's or legal guardian's signature if the customer is under legal age. One waiver per customer is a requirement. Roster waivers are not acceptable.
2. All participants are required to wear an industry-approved helmet at all times .
3. An operations manual will be forwarded for all activities and is subject to K&K approval. It will contain the minimum sections/information as follows: Emergency weather condition procedures, length of trip, sanitation, water purification, evacuation, climbing procedures, minimum guide experience and customer safety orientation. This manual may be abbreviated for climbing walls.
4. Guide standards: All guides will be at least 21 years of age with a minimum of two years guiding experience. Submit a resume with three (3) references to K&K for any exceptions. If guides are allowed to drive students and other climbers to the climbing site, a motor vehicle report (MVR) must also be submitted to K&K for consideration of an exception to the age and experience criteria.
5. Senior Guide Minimum Medical Qualifications: Advanced first aid or more advanced medical training for all activities (note: medical supplies suitable to the degree of training of the responsible person must be carried at all times).
6. Volunteer Trip Leaders of Clubs Minimum Medical Qualifications: Basic first aid certification.
7. All technical climbing equipment used should be manufactured to standards similar to those established by the Union Internationale des Associations d'Alpinisme (UIAA). All other equipment should be purchased from a vendor that has significant knowledge of the climbing equipment manufacturers.
8. Any customer, guide, or staff member who is, or appears to be intoxicated or under the influence of an illegal or controlled substance will be not be allowed to participate in any mountaineering or related activities.
9. All employees and customers will be fully informed of these requirements and will agree to enforce and adhere to them.

**NOTE:** Any deviation from these guidelines must be documented and submitted to K&K along with the application for consideration and receive written approval for the exception from K&K.

**NOTE:** Any deviation from these guidelines must be documented and submitted to K&K along with the application for consideration and receive written approval for the exception from K&K.

I understand that the insurance company in determining whether to provide insurance coverage will rely on the information contained in the application 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.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Producer's Signature (if applicable)

\_\_\_\_\_  
Applicant's Name (print)

\_\_\_\_\_  
Producer's Name (print)

\_\_\_\_\_  
Date (MM/DD/YY)

\_\_\_\_\_  
Date (MM/DD/YY)

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

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

### **Fraud Warning**

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

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

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

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

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

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

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

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

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

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

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



**ELECTRONIC SIGNATURE DISCLOSURE AND CONSENT**  
**PLEASE READ AND SIGN ON THE BOTTOM OF PAGE**

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

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

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

1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
2. I understand that further documents relating to this insurance purchased through K&K, including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my online registration. I consent to such documents being provided to me electronically.
3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction shall be requested by me by logging onto this website, or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
5. I understand that I have the right to obtain a paper copy of any electronic record provided to me pursuant to this transaction or any subsequent transaction involving my coverage, either by printing a copy for my records or by mailing a written request to the address provided in paragraph 4.
6. In order to access the electronic records provided, the following hardware and software are required:
  - (a) a personal computer or other device through which Internet access is available,
  - (b) an Internet connection,
  - (c) an e-mail account with an Internet service provider, and
  - (d) Adobe Acrobat Reader.
7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time, by mailing a written request to the address provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I understand that I will receive a paper copy of future policy documentation.
8. Information relating to this transaction is subject to the terms of our privacy statement, please visit our website at [kandkinsurance.com](http://kandkinsurance.com) for a copy.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Producer's Signature (if applicable)

\_\_\_\_\_  
Applicant's Name (print)

\_\_\_\_\_  
Producer's Name (print)

\_\_\_\_\_  
Date (MM/DD/YY)

\_\_\_\_\_  
Date (MM/DD/YY)

## COMPENSATION AND REPRESENTATION STATEMENT

**Compensation and Other Disclosure Information:** K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to [warranty@kandkinsurance.com](mailto:warranty@kandkinsurance.com).

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each a "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at [http://www.aon.com/market\\_relationships](http://www.aon.com/market_relationships) for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

### 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 name** (from page 5): \_\_\_\_\_

**Applicant or agent signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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