



## General Applicant Information

PLEASE READ EACH QUESTION CAREFULLY AND PROVIDE COMPLETE, TRUTHFUL AND ACCURATE RESPONSES. THE INFORMATION REQUESTED IN THIS APPLICATION IS IMPORTANT TO THE UNDERWRITING PROCESS. ANY MATERIAL MISREPRESENTATION MAY AFFECT THE INSURANCE POLICY ISSUED BASED ON THIS APPLICATION.

Named Insured as it is to appear on the policy including DBA:						
FEIN or SSN	Corporation <input type="checkbox"/>	LLC <input type="checkbox"/>	Partnership <input type="checkbox"/>	LLP <input type="checkbox"/>	Individual <input type="checkbox"/>	Other <input type="checkbox"/>
Mailing Address:						
Operations Address:						
Op Address #2:						
Website Address:			Inspection Contact:			
E-Mail Address:			Phone #:			
Description of Operations:						
Do you conduct any Operations or Businesses or Activities not covered under this application of insurance?					Yes <input type="checkbox"/>	No <input type="checkbox"/>
If "yes", please describe:						
List any subsidiaries you own:						
Proposed Effective Date:		Proposed Expiration Date:		Operating Season:		
Length of time In Business:		Total Management Experience in this type of Operation:				
*** If a new Venture or Operation, <b>IT IS MANDATORY</b> to submit a Resume or a Summary or Qualifications ***						
Is this a new venture or operation?			Yes <input type="checkbox"/> No <input type="checkbox"/>			
Has Your Insurance Ever Been Cancelled or Non-Renewed?			Yes <input type="checkbox"/> No <input type="checkbox"/>			
If Yes - Please explain:						
Lay Up Period:		Yes <input type="checkbox"/> No <input type="checkbox"/>	Date From:		Date To:	
<b>Submission requirements for all Operations:</b>						
<input type="checkbox"/>	Copies of Advertising Materials:					
<input type="checkbox"/>	Copy of the Waiver/Release forms signed by all participants					
<input type="checkbox"/>	Safety Guidelines and/or Safety Program Manual Provided to your Staff					
<input type="checkbox"/>	3 Years of Loss Runs from Prior Carriers					
<input type="checkbox"/>	Copies of USCG licenses, instructor certifications, pilot licenses, & CPR FIRST AID CERTIFICATIONS					

**PRIOR CARRIER INFORMATION**

NAME OF COMPANY	POLICY DATES	PREMIUM	LOSSES

HAVE YOU HAD ANY CLAIMS IN THE PAST 5 YEARS: YES  / NO  (If yes please provide details below)

	\$
	\$
	\$

**REVENUE BREAKDOWN FOR ALL ACTIVITIES**

Total Instructional \$ Receipts for the Last 12 months:	All other \$ receipts:
Explain Other Receipts:	
Estimated Instructional \$ Receipts for the Next 12 Months:	All other \$ receipts:
Explain Other Receipts:	

**ALL OPERATIONS MUST BE DECLARED – Please check operations that APPLY**

EXPOSURE	ACTIVITIES COVERED	GROSS REVENUE
<input type="checkbox"/>	Board Surfing	
<input type="checkbox"/>	Kite Surfing / Windsurfing / Snow Kiting (Circle)	
<input type="checkbox"/>	Water Ski / Wakeboarding	
<input type="checkbox"/>	Jet Pack / FlyBoard	
<input type="checkbox"/>	Parasailing	
<input type="checkbox"/>	Jet Ski Rentals	
<input type="checkbox"/>	Motorized Boat Rentals	
<input type="checkbox"/>	Non Motorized Boat Rentals	
<input type="checkbox"/>	Misc Property Rentals	
<input type="checkbox"/>	Dive/ Excursion Vessel	
<input type="checkbox"/>	Hang Gliding / Paragliding (Circle)	
<input type="checkbox"/>	Ultralight/ LSA	
<input type="checkbox"/>	Powered Paragliding	
<input type="checkbox"/>	<b>Brokerage/Booking of Trips</b> (attach certificates for all ventures for whom you Sell, Book, or Broker activities)	

**GENERAL OPERATIONS INFORMATION**

- 1. Are all guests, clients, students required to Sign a Release of Liability Prior to Participating in the Activity?  Yes  No
- 2. Do you cross check waiver signature with identity?  Yes  No
- 3. Do you require guests, clients, students to complete a health & physical fitness form or declare their fitness?  Yes  No
- 4. Are any operations conducted outside the United States?  Yes  No  
If "yes": What % of receipts related to International operations      %  
Do you require Travel Medical/Accident Coverage be purchased?  Yes  No  
If "no": Do you require participants to confirm that their health insurance carrier covers them internationally?  Yes  No
- 5. Do you check weather forecast and conditions prior to the commencement of any activities or trips to ensure client safety?  Yes  No
- 6. Do you hire Concessionaires, Independent Contractors or Subcontractors?  Yes  No  
If "yes": For what Activities - Duties?  
If "yes": Do you obtain Proof of Insurance with AI status from them?  Yes  No
- 7. Do you provide On-The-Job Training or Tryouts for individuals PRIOR to Hiring them as employees?  Yes  No  
If "yes": Do you require them to sign a special waiver prior to allowing them to Train or Try-Out?  Yes  No
- 8. Do you have a formal written PROCEDURE & TRAINING manual for your operations?  Yes  No
- 9. Is there at least one supervisor, site manager, or employee on duty at all times that obtains CPR/1<sup>st</sup> Aid Certification?  Yes  No
- 10. Have you or any operators had their driver's license either revoked or suspended in the past 3 yrs?  Yes  No  
If "yes": Explain
- 11. Do you report ALL INCIDENTS regardless of severity to your insurance company immediately?  Yes  No
- 12. Do you Sell products that you manufacture, install or assemble?  Yes  No  
If "yes": Explain
- 13. Are there any attractive nuisances on the premises (playgrounds, ponds, machinery, or other structures)?  Yes  No  
If "yes": Please list all
- 14. In the last 5 years, have you been engaged or are presently engaged in a similar business operation under another business name?  Yes  No  
If "yes": Business Name, Start/End Date, & Location
  
- 15. Are background checks completed on all employees?  Yes  No  
If no, are background checks completed on employees who work with minors?  Yes  No
- 16. Are employees cross checked on the National Sex Offender Registry?  Yes  No
- 17. Do you own or utilize any mobile equipment (e.g. golf karts, ATV's, tractors, etc.)?  Yes  No
- 18. Do you & your employees and/or crew participate in a USCG approved drug & alcohol testing program?  Yes  No

**CAPTAIN / CREW / PERSONNEL**

NAME	POSITION	AGE	USCG LICENSED	CERTIFYING DIVE ORG	CERTIFYING KITESURFING ORG	EXP DATE for USCG or CERTIFYING ORG

ADDITIONAL INSURED (As they are to appear on the Policy) Check if Excess is Required for the Additional Insured:					Check Here if None: <input type="checkbox"/>	
Name	Address	Relationship to you	Excess Required	Occ Limit	Agg Limit	

LOSS PAYEE (As they are to appear on the Policy):				Check Here if None: <input type="checkbox"/>	
Mortgagee	Address	Loan #	Boat # or Name		

**SURPLUS LINES TAXES - WHO IS FILING? THIS IS MANDATORY TO OBTAIN A QUOTE**

LICENSEE NAME	LICENSEE #	AFFILIATED AGENCY (If license is not in agency name)	LICENSEE ADDRESS	STATE TAXES ARE BEING FILED IN

It is hereby agreed and understood that this application for insurance is subject to review by underwriting. Coverage is not bound until submission for insurance is acceptance by First Flight Insurance Group, Inc., all signed forms are in place, AND the total required deposit premium has been paid in full. Binder of Coverage will be confirmed with a signed Binder or a Policy, as issued by First Flight Insurance Group, Inc. No other entity or agent has the right to bind coverage or issue a Certificate of Insurance or Binder for coverages submitted under this application.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES 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 THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

\_\_\_\_\_ Date: \_\_\_\_\_  
 Applicant's Signature

\_\_\_\_\_ Applicant's Title: \_\_\_\_\_  
 Applicant's Printed Name

\_\_\_\_\_ Date: \_\_\_\_\_  
 Producer's Signature



## RECREATIONAL RENTAL SUPPLEMENTAL

Applicant Name (include subsidiaries and "dba" to which this insurance applies):

<b>OPERATIONS, LOCATION, &amp; EQUIPMENT INFORMATION</b>
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1. How many years have you been in the Recreational Rental Industry?	
2. How many years have owned and operated a Recreational Rental Business?	
3. Do you allow overnight rentals or trailering/drop off rentals?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, describe:	
4. Are your rentals operated on a guided tour basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. If renting pontoons, what is the maximum capacity allowed? _____	
6. Are Safety Rules clearly posted / distributed to all customers?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Are Safety features explained to renter prior to use?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Is a Security Deposit required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Do you keep a maintenance log?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Do all renters sign a waiver? If yes, attach copy. If no, please explain in detail:	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Do you keep a formal record of renter's names, dates, equipment & charges?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Do you require renters to show proof of age?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. What is the age allowed for Participants?	Min ____ Max ____
14. Do all renters receive instruction on the proper operation of equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Do you have chase vessels in operation at all times?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Please describe your Navigational Area?	
Please select one of the following for <u>operating loc 1</u> :	Lake ____ River ____ Ocean ____ Bay ____ Other ____
Please select one of the following for <u>operating loc 2</u> :	Lake ____ River ____ Ocean ____ Bay ____ Other ____
17. Do you keep a maintenance log?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Describe in detail your Maintenance Procedures for Rental Equipment:	

19. Is rental equipment stored in a locked building when operation is closed for business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. Is any rental equipment kept in the open when operation is closed for business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, describe:	
21. Describe in detail your Security Measures for Rental Equipment:	
22. Describe how weather conditions are monitored:	
23. How do you determine if the weather is compatible for Rental Activities:	
24. Is there an emergency phone number where you can be reached by renter in the event of a loss?	<input type="checkbox"/> Yes <input type="checkbox"/> No
25. Describe the procedure for medical emergencies (Attach a copy of written procedure with application):	

*Attach a copy of your procedures manual and/or provide a detailed description of your operations from the time the participant **arrives** until the participant **departs**.*

**COVERAGE REQUESTED**

Hull & Machinery	Yes <input type="checkbox"/> No <input type="checkbox"/>	Number of Rental Vessels:	Total Value:
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Shuttle Boat Coverage	Yes <input type="checkbox"/> No <input type="checkbox"/>	Number of Shuttle Boats:	Shuttle Hull Coverage (Value):
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Are shuttles used to transport passengers? Yes  No

Crew Coverage	Yes <input type="checkbox"/> No <input type="checkbox"/>	Number of Crew Covered:	Number of Passengers:	Does any crew have pre-existing health conditions: Yes <input type="checkbox"/> No <input type="checkbox"/>
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Crew Limits of Liability Required:	<input type="checkbox"/> 100,000	<input type="checkbox"/> 300,000	<input type="checkbox"/> 1,000,000
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PLEASE ENTER ANNUAL REVENUES FOR ALL ACTIVITIES YOU WISH QUOTED (projection if new business)

**PLEASE CHECK ALL OPERATIONS THAT DO NOT APPLY**

NO EXPOSURE	ACTIVITIES COVERED	GROSS REVENUE
<input type="checkbox"/>	Jetski Rentals	
<input type="checkbox"/>	Kayak/Canoe Rentals	
<input type="checkbox"/>	Banana Boat Rentals	
<input type="checkbox"/>	Pontoon Boat Rentals	
<input type="checkbox"/>	Bicycle Rentals	
<input type="checkbox"/>	Fishing Equip Rentals	
<input type="checkbox"/>	Surfboard Rentals	
<input type="checkbox"/>	Beach Equip (chairs, rafts, boogie boards, etc.)	
<input type="checkbox"/>	I/O Rentals	
<input type="checkbox"/>	Motorized Boat & Sailboat Rentals	
<input type="checkbox"/>	Non-Motorized & Sailboat Boat Rentals	

<p><b>JET SKI SCHEDULE</b></p> <p>*Physical Damage is not provided unless requested – Enter Market Value and Check for Yes</p>
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#	YR	MFG/MODEL	HULL ID #	MAX # PASS	HP	MARKET VALUE	PHYSICAL DAMAGE COV
1							<input type="checkbox"/> Yes <input type="checkbox"/> No
2							<input type="checkbox"/> Yes <input type="checkbox"/> No
3							<input type="checkbox"/> Yes <input type="checkbox"/> No
4							<input type="checkbox"/> Yes <input type="checkbox"/> No
5							<input type="checkbox"/> Yes <input type="checkbox"/> No
6							<input type="checkbox"/> Yes <input type="checkbox"/> No
7							<input type="checkbox"/> Yes <input type="checkbox"/> No
8							<input type="checkbox"/> Yes <input type="checkbox"/> No
9							<input type="checkbox"/> Yes <input type="checkbox"/> No
10							<input type="checkbox"/> Yes <input type="checkbox"/> No

**MOTORIZED WATERCRAFT (Inboard, I/O, OB including Sailboats, etc.)**

\*Physical Damage is not provided unless requested – enter Market Value and Check for Yes

#	YR	MFG/ MODEL	HULL ID #	MAX # PASS	LGTH	HP	MARKET VALUE	PHYSICAL DAMAGE COV
1								<input type="checkbox"/> Yes <input type="checkbox"/> No
2								<input type="checkbox"/> Yes <input type="checkbox"/> No
3								<input type="checkbox"/> Yes <input type="checkbox"/> No
4								<input type="checkbox"/> Yes <input type="checkbox"/> No
5								<input type="checkbox"/> Yes <input type="checkbox"/> No

*\*The Physical Damage Coverage Option is for Scheduled Watercraft only and is subject to a per occurrence deductible of \$1000 or a deductible in the amount of 2% of the scheduled value of the scheduled watercraft, whichever is greater.*

**NON – MOTORIZED (Kayaks, Canoes, Non-Motorized Sailboats, Banana Boats, etc.)**

#	YR	TYPE	MFG/MODEL	HULL ID #	MAX # PASS
1					
2					
3					
4					
5					

**TRAILER INFORMATION (Complete if coverage desired)**

#	YR	MFG/MODEL	VIN	MARKET VALUE

**RECREATIONAL RENTAL - MINIMUM ELIGIBILITY REQUIREMENTS – PLEASE READ CAREFULLY**

**BY AFFIXING MY INITIALS, APPLICANT AGREES TO ADHERE TO EACH OF THE FOLLOWING MANDATORY REQUIREMENTS FOR BOTH OBTAINING AND MAINTAINING INSURANCE COVERAGE  
ADHERENCE TO THESE GUIDELINES IS MATERIAL TO THE ISSUANCE OF INSURANCE COVERAGE**

**ALL OPERATIONS - ALL APPLICANTS MUST INITIAL STATEMENTS 1 to 26**

\*\*\* PLEASE READ EACH AND EVERY REQUIREMENT CAREFULLY \*\*\*

No.	Initials	Requirements
1		Your managers, employees, instructors, crew and/or captain shall possess all relevant skills and knowledge of your operation and its activities including, but not limited to:
		A. Following established guidelines for safe operating procedures
		B. Proficiency in emergency techniques
		C. Understanding all following instructions for the proper use of safety equipment
		D. When to notify appropriate medical personnel
2		During operational hours, there shall always be at least one member of staff in attendance that holds current qualifications in CPR and First Aid.
3		It shall be responsibility of the site operation manager to evaluate and determine that weather conditions are favourable for operation. The site operation manager will monitor weather forecasts, visibility, wind predictions and tides. Site operation manager shall not knowingly operate in rain or fog that reduces the monitoring visibility of the motorized vessels, squalls, blizzards or during a known lightning storm within 5 miles from the operation site.
4		The site operation manager shall not knowingly conduct activities during a small craft warning alert and/or when a storm frontal system is approaching within 7 miles from the operating area.
5		All operators are required to abide by all local, state, and federal laws, including USCG licensing when applicable. Activities shall not take place without first informing nearby authorities in accordance with local regulations, where applicable.
6		Passengers and participants shall be given a safety briefing prior to departure and before the activity commences. The rental manager shall ensure that this safety briefing is instructive, informative and capture the undivided attention of all passengers and participant, and shall include:
		A. A description of the activity.
		B. The safety precautions while underway.
		C. The procedure in the event of an unexpected emergency.
		D. The proper use of hand signals.
It is the rental manager's responsibility to preclude any passenger or participant who appears to be afraid or intimidated prior to the activity.		
7		All participants operating a motorized personal watercraft <u>must</u> be issued a USCG approved Type I, II, or III safety equipment at all times e.g. PFD's (personal floatation devises) whether required by the state or local law or not.
8		When <b>motorized</b> personal watercrafts are in operation, the site operation manager shall maintain a serviced and manned watercraft, (e.g. Jetski or an approved alternative) fit for the purpose of emergency rescue/retrieval of participants and passengers.
9		All equipment <u>must</u> be inspected daily, prior to the commencement of activities. Equipment, which a reasonable and prudent person would consider damaged and worn so as to create a potential hazard to life or health, will <u>never</u> be used in the activity.
10		Written logs of all inspections and maintenance shall be maintained.

11		Prior to participation in an activity, or prior to a participant to boarding a watercraft, each participant and / or passenger shall be required to sign the RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and/or ACKNOWLEDGEMENT OF RISK FORMS (hereinafter "Release") provided and approved by the carrier. In the event a participant or passenger is less than 18 years of age, both the participant and their parent or legal guardian must sign the Release. All Releases must be held on file for a minimum of five (5) years.
12		You <u>will not</u> allow any passenger or participant to take part in the activity or board a watercraft when you know, suspect or believe that they are or may be under the influence of alcohol or drugs.
13		You <u>will not</u> knowingly allow any passenger or participant to take or consume alcohol or drugs during the activity or while on board the watercraft.
14		All vendors or subcontractors shall maintain a current certificate of insurance with your business named as "Additional Insured" and with a minimum limit of \$1,000,000.
15		Covered vessels are motorized (e.g., Jet Ski, Rental Boat) or non-motorized personal watercraft (e.g., kayak) rented to others for use as a recreational personal watercraft.
16		Covered vessels are subject to the maximum passenger capacity as designated by the manufacturer.
17		All Personal Watercraft Site Operation Managers or employees must be equipped at all times with a fully functional and sufficient: VHF radio, First Aid Kit, Whistle and an Emergency cell phone. All personnel must be aware of this equipment and how it is operated.
18		It will be the Site Operation Manager's responsibility to ensure that the covered personal watercraft is maintained and equipped in a <u>seaworthy</u> condition at all times. <u>Seaworthy</u> means properly constructed, suitably prepared / maintained, properly laden, sufficiently strong and competently equipped (cables, anchors, water, fuel, lights, etc.) to allow it to safely engage in the activity intended.
19		Pre-launch checks shall be conducted ensuring (a) the personal watercraft is adequately fuelled (b) the controls are free of encumbrances and are in proper working order (c) the throttle is smooth (d) the hull is damage free (e) required safety equipment is on board (f) the engine is test started. Required safety equipment includes those items required under all local, state, and federal watercraft laws.
20		<b>FOR RENTAL JETSKI OPERATIONS:</b> Jet Ski Rental Managers shall (a) explain all aspects of the 'Safe Operational Guidelines and Instructions for Jet ski Operators' and utilize the <b>PWC Renter Orientation Checklist</b> (b) specifically prohibit wave and wake jumping (c) prohibit 'water skiing' with the Personal Watercraft Rental Operation's watercraft.
21		Under no circumstances shall the operator, passenger or Personal Watercraft Rental Operation's participant use a <b>motorized</b> personal watercraft in a contest or for any racing event.
22		Under no circumstances shall the operator allow overnight rentals of <b>motorized</b> personal watercraft.
23		For inland or coastal waters, you <u>will not</u> allow the use of <b>motorized</b> personal watercraft; (a) prior to sunrise, during dusk or after sunset (b) prior to the establishment of boundaries of operations (c) outside of the boundaries of operations.
24		For <u>motorized</u> Personal Watercraft activities, prior to allowing a participant to participate in an activity, <u>you shall</u> a) request proof of age and identification, b) insure all renters have seen and understand the "Safe Operational Guidelines and Instructions" form provided and approved by us.
25		<u>Motorized</u> Personal Watercraft may not be rented to any person under the age of 18 years on their last birthday, or the age as designated by law, whichever is greater. Operators of <u>motorized</u> Personal Watercraft must be at least 16 years of age on their last birthday, or the age as designated by law.
26		<b>FOR RENTAL JETSKI OPERATIONS:</b> You shall ensure that a Personal Watercraft Rental <b>Operations area is established</b> and that such is (a) clearly marked and identified, and (b) such is within the vision of the site manager, guided tour leader, or designated adult supervising employee from the shoreline where the personal watercraft was boarded.

TUBING – SPECIFIC REQUIREMENTS		
27		You <u>will</u> only use tubes that are approved by the carrier and listed on the watercraft schedule in your policy.
28		You <u>will</u> utilize a tow rope with a tensile strength of at least 4,100 pounds at all times with a length of at least 50 feet not to exceed 65 feet.
29		You <u>will not</u> operate the towing vessel at a speed greater than 20 miles per hour or the speed recommended by the manufacturer, whichever is less.
30		You <u>will not</u> whip the tube and riders.
31		Tube manufacturer recommendations for maximum number of participants and maximum speed will be adhered to.
32		Tow Ropes must be inspected daily. Tow ropes that are sun faded or frayed must be replaced immediately.
33		No more than two tubes will be pulled at one time.
34		An appointed secondary lookout shall be required at all times while towing operations are conducted. It shall be the responsibility of the captain to appoint a designated secondary lookout. In addition, the captain shall ensure that the lookout is at all times monitoring the passengers while towing operations are conducted. The lookout shall be a minimum of 16 years of age and shall be located either on-board the tow vessel or stationed at the furthest aft seating position on the towing vessel.
35		All participants <u>must</u> be issued a USCG approved Type I, II, or III safety equipment at all times e.g. PFD's (personal floatation devises) whether required by the state or local law or not.
IN THE EVENT YOU ARE UNABLE TO INITIAL ANY SECTION ABOVE, PLEASE PROVIDE AN EXPLANATION OF THE ALTERNATIVE PROCEDURE THAT YOUR OPERATION IS UNDERTAKING BELOW. THIS WILL BE SUBMITTED TO THE CARRIER FOR APPROVAL		
No.	Explanation and Comments:	

I understand that First Flight Insurance Group, Inc. for the insuring carrier, shall be permitted but not obligated to inspect a proposed insured's, or an insured's, property and operations for underwriting purposes at any time. Neither the right to make an underwriting inspection nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of any insured, or other, to determine or warrant that such property or operations are safe or healthful, or in compliance with any standards, rules or regulations. Underwriting inspections when conducted are for the sole purpose of determining and/or improving the insurability of certain property and operations and not safety. I also understand that an insured is solely responsible for the safety of its facilities and operations and shall not rely upon any underwriting inspections to determine the safety of its facilities or operations and shall not diminish or forego its own safety practices and procedures.

By signing this application below, you are attesting to the accuracy and completeness of the information being provided in response to the questions set forth above.

\_\_\_\_\_  
 APPLICANT'S SIGNATURE & TITLE

\_\_\_\_\_  
 PRINTED NAME & TITLE

\_\_\_\_\_  
 DATE

# IMPORTANT INSTRUCTIONS - PERSONAL WATERCRAFT

(To Be Read in Conjunction with the Eligibility Requirements)

The proper and professional operational conduct, presentation, completion and keeping of records, are important considerations if the desired protection is to be afforded a practicing professional by the RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT provided and approved by the insurance company. To ensure the operation is conducted with utmost integrity, and that the above-completed agreement and other policy documents will be most valuable to you in case a claim of negligence is made against you, follow these steps.

Under no circumstances should any forms or documents be used by You that have not been provided and approved by the insurance company.

## 1. Instructions

Webster's New Universal Unabridged Dictionary © 1994 defines "safe" as, "1. secure from liability to harm, injury, danger, or risk: a safe place." Clearly Personal Watercraft is not safe! One of the attractions of this sport is the adventure and "danger" of the activity.

We can make Personal Watercraft Rentals "safer." We can minimize risk. In concept, every Personal Watercraft excursion is in reality a risk management program, in that, we develop the attitude, skills and knowledge necessary for the participant to participate in an adventure activity while minimizing the risks thereof.

Utmost professional conduct is required of you and any employees aboard the personal watercraft vessel, at all times. Both Captain and Crew should be properly trained and advised in personal relations, so as to be able to deal with any eventuality whilst conducting personal watercraft operations.

Should an incident occur, keep all opinions, comments and jokes until after the excursion. You should know how to speak with participants, when to speak and when NOT to speak. Any conversation should encourage the participant and portray the operator and crews' integrity, professionalism and sincerest interest in the participant's safety. An aggrieved participant will cost you money.

Keep and maintain an 'Incident Log' on board the personal watercraft vessel, to capture facts and details of ANY incident or unfortunate occurrences during personal watercraft activities. You should have copies of the 'Incident Report' form provided in your policy and approved by the insurance company on board the personal watercraft vessel for this very purpose. Irrespective of whether injury is sustained or not, incidents that occur during personal watercraft activities should be reported to your insurance company IMMEDIATELY in accordance with the 'Claim (Incident) Notification & Reporting Clause' provided in your policy. This will allow the insurance company to begin any investigation necessary to protect you and the insurance company.

Ensure that the participants have correctly completed and signed the 'Personal Watercraft Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' form, provided and approved by the insurance company (refer to No. 4 and 5 of this document), prior to embarkation or boarding the vessel.

## 2. Explain

An individual must be cognizant of the risks of an activity, for which they are being asked to accept responsibility. Read the 'Personal Watercraft Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' statement provided and approved by the insurance company, to all participants prior to boarding the vessel.

Ensure that a safety briefing is conducted in accordance with the eligibility requirements, prior to embarking or boarding the vessel, fully explaining the risks associated with personal watercraft and the planned activity so that individuals can make an informed decision to accept responsibility for their own safety. For motorized personal watercraft, ensure that each participant has seen and understood "Safe Operational Guidelines & Instructions for Jetski Operations."

Ensure all have correctly completed and signed the 'Personal Watercraft Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' form provided and approved by the insurance company and have had all documents fully explained.

## 3. Answer Questions

Leave ample time to ask for and answer any questions regarding the 'Personal Watercraft Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' form, and "Safe Operational Guidelines & Instructions for Jetski Operations" provided and approved by the insurance company, the Safety Briefing and the risks of the planned activity. Refer to 'No. 1', as the reason releases are necessary. A question and answer session should be prompted and conducted immediately prior to embarkation or boarding the vessel.

## 4. Accuracy

It is important from a legal perspective that those named in the 'Personal Watercraft Rental Operations Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' form provided and approved by the insurance company; Owner, Vessel and other entities, be identified by their full legal names (middle initials are acceptable). Do not use nicknames for the above or other variations like 'Jimmy' for 'James'. Also, list each Owner or Vessel by name. Waiver and release agreement wording is based upon recent legal developments and legal counsel's review and must not be altered in any way.

## 5. Complete

The entire 'Personal Watercraft Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' form provided and approved by the insurance company, must be fully and accurately completed. This is the reason for requiring the confirming signature of the Captain who collects and reviews the release agreements prior to embarking or boarding the vessel.

6. Timing

Participants must be given an opportunity to withdraw from the activity should they not wish to accept the risks and responsibility of the activity. This decision to participate or not must be theirs, and be free from coercion or penalty – monetary or otherwise. Therefore, it is important that the release agreement review session be scheduled as far in advance of the planned activity as is possible.

7. Record keeping

All records relating to individual participants shall be retained for a minimum of five (5) years. These records should include, but not be limited to: The 'Personal Watercraft Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' form provided and approved by the insurance company.

8. Producing the waiver agreement in the event of a claim

It is required, upon request by the Insurer or its representatives, that you be able to provide an original, completed, properly executed; 'Personal Watercraft Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' form provided and approved by the insurance company. This is expressed in the warranties of the insurance policy.

9. In Case of an incident

Refer to the 'Incident Report Form', 'Your Duties In The Event Of A Loss, Occurrence, Claim Or Suit' and the 'Claim (Incident) Notification And Reporting Clause'. There you will find Incident management guidelines and a report form. Direct your completed report form and any questions you may have directly to the named individual detailed in the 'Claim (Incident) Notification & Reporting Clause' in your policy. Doing so establishes attorney-client privilege. Submit a complete report as soon as possible as described above.

10. Monetary impact from executing proper procedures and use of forms

A properly executed 'Personal Watercraft Rental Operations Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' provided and approved by the insurance company protects you, the Association and the insurance company from claims made against you. The lack of same can result in significant monetary losses to all involved and could result in a restriction or denial of your coverage because of your violation of the policy's warranty regarding waiver.

<b>I have read these instructions, understand them, and I agree to abide by them at all times.</b>	
Authorized Signature of Insured	Date
Printed Name of Insured	Title

# SAFE OPERATIONAL GUIDELINES & INSTRUCTIONS FOR JETSKI OPERATORS

## INTRODUCTION (ASHORE)

- Layout of a Personal Watercraft
  - Familiarize Renter with all controls, including but not limited to; stop/start, kill cord, choke throttle, mirrors.
- Propulsion & Steering System
  - Explain using handouts how to operate the vessel, including but not limited to control, stop/start, steering, throttle, turning
  - 'No throttle no steering', Loss of steering when an operator reduces or eliminates power.
- Stowage Compartment
  - Contains emergency equipment. Explain how to use equipment, including but not limited to, fire extinguisher, flares, etc.
- Essential Safety Information
  - Explain the use of the kill cord and visual distress signals – Slow up and down arm movements
  - Speed restrictions
  - Explain designated area of operations boundaries – Buoys, flags, Route markers, boundaries and their meaning.
  - Explain local geography, lee and weather shores, high & low water and tidal streams.
  - Local Hazards, rules and prohibited areas.
- Boarding Launching and Familiarization
  - Board in shallow water and start engine
  - Maintaining Balance & Position
  - Instruction with regards capsizing and righting, falling off and reboarding & kill cord.
  - Start / Stop controls and restarting.

## INTRODUCTION (AFLOAT)

- Starting Off
  - No faster than fast walking speed in Harbour Area.
  - Stick to buoyed channel & designated area of operations within markers and boundaries
- Collisions Avoidance
  - Explain the need to keep a proper lookout at all times – Assume it is up to you to avoid collision.
  - Always stay a minimum of 100ft away from any hazard, vessel, boundary or other personal watercraft.
  - Maintain a safe and moderate speed at all times.
  - Always be prepared to give way.
  - Explain rules of the road; Giving priority to other vessels, courtesy & common sense, 'Right is right' (Give way to right, Turn to right avoid collision & think right).
- During Activities
  - Operators & passengers are prohibited from both wave jumping and wake jumping.
  - Avoid breaking water and tidal rips.

# FIRST FLIGHT AND UNDERWRITERS ANTI-FRAUD STATEMENT

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

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

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

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

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

For residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or its agent who knowingly provides false, incomplete, or misleading information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to an insurance settlement or award shall be reported to the Colorado Division of Insurance.

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

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

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

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

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

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

**The undersigned acknowledges having read this Anti-Fraud Statement.**

Applicant \_\_\_\_\_

Date \_\_\_\_\_

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

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

	I hereby <b>ELECT</b> to <b>PURCHASE</b> coverage for acts of terrorism for a prospective premium of <b>15% of premium quoted</b> .
	I hereby <b>ELECT</b> to have coverage for acts of terrorism <b>EXCLUDED</b> from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.
<b>Policyholder/Applicant's Signature</b>	<b>DATE</b>
Print Name	<b>#4472</b> Syndicate on behalf of certain Underwriters at Lloyd's