

MISCELLANEOUS RECREATIONAL OPERATIONS ENDORSEMENT

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

It is a condition of coverage that at any time Covered Recreational Activities are being conducted, **You** will comply with the following operational guidelines:

1. Guides, instructors and employees are required to abide by all local, state, and federal laws relevant to the activities.
2. All equipment used must be inspected before use and maintained according to manufacturer's guidelines.
3. The operator must, for the duration of the policy, maintain and hold all necessary Federal, State, City or local certificates and/or licenses as required for those activities covered by this insurance.
4. All equipment is to be checked by the insured or employees of the insured prior to use in compliance with manufacturer recommendations and guidelines. Proper records will be maintained on all repairs and adjustments made to such equipment. All repairs to equipment or adjustments made to equipment must be done in compliance with manufacturer's specifications. Complete and proper records are to be maintained for all equipment adjustments/repairs.
5. **You will** carry out pre-activity checks ensuring (a) the units are adequately fuelled/charged; (b) the controls are free of encumbrances and are in proper working order; (c) the throttle is smooth; (d) units are inspected for damage; (e) **required safety equipment** is on board; (f) engine/motor is test started.
Required safety equipment includes those items required under all local, state and federal laws and manufacturers recommendations.
6. All employees will be fully trained and informed of all rules and regulations regarding the recreational activity.
7. Safety equipment specific to the recreational activity to be engaged in must be worn by all participants at all times while engaging in the activity. Participants are not allowed to make any adjustments to any such equipment.
8. Insured will continuously maintain control of all clients to avoid unsafe activities, and monitor clients to ensure their safety in the activity.
9. All areas where participants are permitted must be maintained in excellent condition and repair at all times;
10. Participants must be at least 8 years of age on their last birthday or the age designated by law, whichever is greater, unless accompanied by an adult at all times during activities.
11. The insured must have an emergency plan and have First Aid available. Operators, instructors and employees must be current in CPR and First Aid, possess all relevant skills and knowledge of the operations, including not limited to; following established guidelines and safe operating procedures, exhibit proficiency in emergency techniques, capable of following instructions for the proper use of safety equipment and able to notify medical personnel. In addition, they must be able to clearly and adequately instruct the participants of proper emergency procedures that is expect of participants.

Page 1 of 2 as acknowledged by

Authorised Signature of Insured

Date

12. Safety Rules and Procedures appropriate to the recreational activity are to be conspicuously displayed in signage or documents provided to each and every participant.
13. Where appropriate, passengers and participants shall be given a safety briefing prior to any activity and before the miscellaneous recreational activity commences. It is your responsibility to ensure that this safety briefing will be instructive, informative and capture the undivided attention of all participants and should include:
 - a) A description of the activity itself.
 - b) The safety precautions while underway.
 - c) The procedure in the event of an unexpected emergency.
 - d) The proper use of hand signals where applicable.
 - e) Precluding any participants who appear to be afraid or intimidated prior to their activity.
14. All concessionaires / bona-fide-sub-contractors must maintain their own insurance for liability as covered under this contract of insurance for amounts and terms not less than stated in the schedule of this contract of insurance.
15. All contracts and other documentation required of this policy must be signed and maintained on file for no less than three (3) years including, but not limited to: (a) "Certificate of Understanding and Express Assumption of Risk"; (b) signed and dated waivers of liability; (c) incident / claim forms

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

In your handwriting, write the following on the lines below: *"I have read and agree to follow the above at all times. "*

Authorised Signature of Insured

Printed or Typed Name of Insured

Date

MISCELLANEOUS RECREATIONAL WARRANTY OF COMPLIANCE WITH TERMS

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

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

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

YOU WARRANT FOR ALL INSURED THAT:

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

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

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

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

Authorised Signature of Insured

Date

Printed or Typed Name of Insured

Title

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as _____, including the rental of equipment and transportation associated therewith in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity (ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____
Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Name of Parent or adult legal Guardian (Please Print)

Date

Name of Minor (Please Print)

Date

PROTECTIVE HEADGEAR REFUSAL AGREEMENT

Please read and be certain you understand the implications of signing.

I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY THAT WE SHOULD WEAR A PROPERLY FITTED HELMET IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. WE REALIZE THAT WE ARE SUBJECT TO INJURY FROM THIS ACTIVITY TO WHICH WE ARE EXPOSING OURSELVES PURELY VOLUNTARILY.

AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION.

I / WE THE UNDERSIGNED, HAVE READ THE FOREGOING STATEMENT AND DO UNDERSTAND ITS WARNINGS AND ASSUMPTION OF RISKS.

S/ _____
Signature of Adult

Name of Adult (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

Name of Parent or adult legal Guardian (Please Print)

Date

Minor Full Name

Date