



RECREATIONAL EQUIPMENT APPLICATION

Cossio Insurance Agency • 864-688-0121 • Fax: 864-603-2348 • P.O. Box 5987, Greenville, SC 29606

Thank you for considering Cossio Insurance Agency. We strive to give our customers personal service with the best coverage, at the best rate. Please complete the following checklist in order for us to process your application in a timely manner and return this form with your application.

CHECK OFF EACH ITEM AS COMPLETED

Completion of Recreational Application (please fill out completely)

The following items are very important & are questions on the Application:

Estimated annual sales or last year's annual sales (on application)

Years in business and experience (on application)

Age, height & size limitations on signs for rides (explain)

Are rides inspected? (explain)

Are rides attended? (explain)

Inventory sheet must have **dimensions & serial numbers** of units (if you do not have serial numbers, you must identify your units with your own serial numbers, such as your initials001, initials002)

Copy of your **Rental Agreement/Release/Waiver** - please see the Guidelines and Sample language. You may incorporate the "sample language" into your Rental Agreement, and include the rules and regulations provided by manufacturer in it.

(Insurance Information requested does not apply to new business owners)

Current insurance carrier information: (if you have/had insurance)

Declaration page (first page of policy with liability limits and policy number)

Expiration date and expiring premium

Loss Runs (statement from current carrier listing any claims or losses.)

All of this is absolutely necessary in order to receive a quote. Any missing item is considered an incomplete application and will delay processing your quote request.

Please allow 10 - 20 working days to receive a quote.

Your application will leave our office within 48 hours of receiving all information from you; however, once it leaves our office, it is out of our control and in the hands of the underwriters.

IT IS EXTREMELY IMPORTANT TO FILL IN OUR APPLICATION COMPLETELY AND SEND ALL NECESSARY ATTACHMENTS (LOSS RUNS, RENTAL/WAIVER) FOR US TO SEND YOUR FILE TO THE UNDERWRITER.

Thank you, we look forward to helping you with your insurance needs!



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Section 1: APPLICANT INFORMATION

| | | | |
|---|--------|--------|--|
| Name of Insured: | | Date: | |
| Contact Name: | | | |
| Form of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietor <input type="checkbox"/> Other: | | | |
| Mailing Address: | | | |
| City: | State: | Zip: | |
| Location Address: | | | |
| City: | State: | Zip: | |
| Telephone: | | Fax: | |
| Website Address: | | Email: | |

Section 2: GENERAL INFORMATION

| | |
|---|--|
| Is this an off-premise rental business? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If no, describe: | |
| Desired Effective Date: | Is this a new business? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Detailed description of business activities: | |
| Date business started: | Years experience in industry: |
| Any Training or Certifications: | |
| Explain: | |
| Do you provide instruction? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Explain: | |
| Do you currently have a general liability policy(ies)? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes, who is your current insurance carrier? <i>Provide Declarations Page (First Page of Policy) & Loss Runs (Claim History) from current carrier.</i> | |
| What was your expiring premium? | Dates of policy period: |
| Please provide details of any losses over the past three years: | |
| Does the Applicant have any animal rides or animal exposures? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes, please describe: | |



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Section 2: GENERAL INFORMATION (Continued)

For amusement rides, describe that height and type of fencing required for spectator safety:

Do units/rides have signs marking age, height, and size limitations? Yes No

Please explain limitations:

Are all units/rides inspected? Yes No

If yes, please provide details of the Inspection process, including who completes inspection, frequency of inspection and if inspection/maintenance logs are maintained:

What are the application's estimated annual sales? \$

Please describe the nature of the adult supervision provided while any ride or device is in use:

Does applicant set up own devices? Yes No

If this is a rental business, It is a condition of coverage that a copy of rental agreement and /or release of liability form be submitted with this application. No coverage will be provided unless this condition in met.

List states in which applicant operates:

Total number of employees: Are employees leased? Yes No

Annual payroll:

Does applicant have a training program? Yes No



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| Name and/or Type of Amusement Device | Age | Manufacturer | Serial No. | Dimensions |
|--------------------------------------|-----|--------------|------------|------------|
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CYBER LIABILITY

1. Do you process payment cards? Yes No

2. Estimated annual number of payment card transactions

WARRANTY

(Applies to all parts of this application and attachments submitted)

It is hereby understood and agreed that if insurance is issued by virtue of completing this application and any applicable supplemental applications, the Insurance is only issued on the reliance on the applicant's warranty of answers to the questions above and on any such supplemental applications. If, at the time a certificate/policy is issued and ANY OF THE ABOVE WARRANTIES IS IN ANY RESPECT INCORRECT, INCLUDING CLAIMS OR GROSS RECEIPTS, THE COVERAGE AFFORDED UNDER THE CERTIFICATE/POLICY shall, without notice to the applicant, immediately and automatically cease, & the certificate/policy shall BECOME NULL AND VOID. Warranties will survive a certificate/policy if issued.

SIGNATURE

Print Name of Applicant

Title:

Signature of Applicant (Mandatory)

Date:

FRAUD NOTICE

GENERAL STATEMENT: Any person who knowingly and with intent to defraud any insurance company or another 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 the person to criminal and [NY: substantial] civil penalties. (Not applicable in CO, DC, FL, HI, KS, MA, MN, NE, OH, OK, OR, VT or WA; in LA, ME, TN, and VA, insurance benefits may also be denied)

APPLICABLE IN 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 agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDIA: 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.

APPLICABLE IN HAWAII: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN KANSAS: 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 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 MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT: Any person who knowingly and with intent to defraud any insurance company or another 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, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

APPLICABLE IN MINNESOTA: Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN OHIO: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN WASHINGTON: 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.

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

Insured Signature:

Date:

Section 3: GUIDELINES

FOR WAIVER/RELEASE LANGUAGE REQUIRED IN YOUR RENTAL AGREEMENT OR RELEASE AGREEMENT

The underwriter we use for your State requires certain guidelines regarding the language used in your Rental Agreement or Release/Waiver: Having handwritten names or ones which have not been adapted to your specific business will not work and will only make the process getting your quote less timely.

Here are the guidelines as set forth:

- 1) Description of the risks or hazards inherent with the recreation activity;
- 2) Customer's acknowledgement of the risks or hazards inherent with the recreational activity.
- 3) Customers assumption of the risks or hazards inherent with the recreation activity in which to participate:
- 4) Customers Release of liability and hold-harmless agreement absolving the provider of the recreational activity of liability for those inherent risks or hazards.
- 5) Parental consent for minor to participate and parental assumption of risk and hold harmless relating to the minor's participation in the recreational activity.

Essentially, this item places the responsibility for injuries and/or death arising out of these inherent hazards directly on the participant and absolves the provider of the liability. It does not, however, relieve the provider of liability for his own negligence with other aspects of his operations or equipment.

Coverage will not be available until such time as the underwriter receives an acceptable waiver and release of liability. All waivers and releases of liability should be reviewed by the insured's own legal counsel of choice.

ATTACHED is an example of wording that could be used with your Business/Name/Logo inserted in the blank spaces (NOT HANDWRITTEN) and then incorporated into your OWN Rental Agreement. If your Release portion of your Rental Agreement has this information, please send it along, per the Items on the CHECKLIST.

If you are a New Business, you need to create a Rental Agreement which in addition to your company's rules, has safety rules and regulation per the manufacturer and also has the following language incorporated under the "Release/Waiver/Hold Harmless" portion of your Rental Agreement.

Section 4: "SAMPLE LANGUAGE"

I, the undersigned, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless (**insert your business name here**) from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should (**insert your business name here**) or anyone acting on behalf of (**insert your business name here**) be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold (**insert your business name here**) harmless for all such fees and costs. In event I, the undersigned or any of my participants file a lawsuit against (**insert your business name here**), it is agreed to do so solely in the state of (**insert your state here**). I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by (**insert your business name here**) to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless (**insert your business name here**) from any and all claims which are brought by the undersigned and/ or their participants and which are in any way connected with such use or participation.

A set of Rules and Direction are either displayed on the bounce house/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

I, the undersigned, acknowledge and certify that I have had sufficient opportunity to read the entire Rental Agreement and Acknowledgement of Risks, that I understand its content and that I execute it freely without duress of any kind and agree to the terms herein stated.

| | |
|------------|-------|
| Signature: | Date: |
|------------|-------|

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|---|
| If under 18, signature of parent or guardian: |
|---|

| |
|-------|
| Date: |
|-------|

SAVE APPLICATION