



## DIVE STORE APPLICATION

**\*\*LIABILITY POLICIES PROVIDED THROUGH THE INTERNATIONAL RISK PURCHASING ALLIANCE (ISRPA), A QUALIFIED RISK PURCHASING GROUP\*\***

AGENCY <b>Witherspoon &amp; Associates</b> <b>709 Blackhorse Pkwy</b> <b>Franklin, TN 37069</b>		OWNER/CONTACT NAME: STORE NAME: STREET ADDRESS: CITY: ST: ZIP:		
PHONE (A/C, No, Ext): <b>866-577-3483</b>	FAX (A/C, No): <b>615-468-4777</b>	COUNTY STORE IS LOCATED:	STORE PHONE NUMBER:	CELL PHONE NUMBER:
AGENCY E-MAIL ADDRESS: <b>info@scubains.com</b>		E-MAIL ADDRESS:		
		STORE WEB ADDRESS:		
REQUESTED EFFECTIVE DATE:	How Many Years In Business:	MAILING ADDRESS (IF DIFFERENT FROM ABOVE):		
HOW DID YOU HEAR ABOUT US?:		WHO IS YOUR CURRENT INSURANCE CARRIER?:		

### LIST MULTIPLE STORE LOCATIONS BELOW

#	STREET ADDRESS/ CITY, STATE, ZIP CODE	CONTACT/ EMAIL	PHONE/ FAX	CELL

### SUBSIDIARY INFORMATION

LIST ANY SUBSIDIARIES AND ANY "DBA" TO WHICH THIS INSURANCE APPLIES.	
LOC#	SUBSIDIARY/DBA NAME

### GENERAL LIABILITY

PRIOR YEAR'S GROSS RECEIPTS EXCLUDING INSTRUCTION (IF YOU HAVE MULTIPLE LOCATIONS, PLEASE INCLUDE TOTAL FOR ALL)	TOTAL GROSS RECEIPTS \$	RETAIL SALES \$	RENTAL \$	REPAIR \$	AIR FILLS \$
WHAT IS YOUR PROFIT FROM TRAVEL?:	\$	HOW MANY FULL-TIME EMPLOYEES?:		HOW MANY PART-TIME EMPLOYEES?:	
PLEASE CHECK ALL BUSINESS ACTIVITIES THAT WOULD APPLY:					
<input type="checkbox"/> NON-SCUBA RELATED SALES	<input type="checkbox"/> HYDROTESTING	<input type="checkbox"/> RENTAL	<input type="checkbox"/> PRODUCT SALES	<input type="checkbox"/> TANK INSPECTION	<input type="checkbox"/> ON-SITE POOL
			<input type="checkbox"/> AIRFILLS	<input type="checkbox"/> TRAVEL	<input type="checkbox"/> REPAIR
<input type="checkbox"/> OFF-SITE TRADE SHOWS					
EXPLAIN NON-SCUBA RELATED SALES:					
DO YOU RENT, REPAIR OR OPERATE ANY NON-DIVING RELATED ACTIVITIES?:		<input type="checkbox"/> YES	<input type="checkbox"/> NO	EXPLAIN:	
DO YOU MANAGE OR OPERATE A QUARRY, MINE, PIT, LAKE OR OFF-SITE POOL?:		<input type="checkbox"/> YES	<input type="checkbox"/> NO	HOW MUCH HIRED AND NON-OWNED AUTO COVERAGE DO YOU REQUIRE?:	
				<input type="checkbox"/> \$500,000	<input type="checkbox"/> \$1,000,000
Amount of Fire Legal Liability Requested:		<input type="checkbox"/> \$500,000	<input type="checkbox"/> \$1 Million	DO YOU WANT \$1 MILLION OF EXCESS GENERAL LIABILITY COVERAGE?	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>

## PROPERTY - GENERAL INFORMATION

DO YOU OWN YOUR BUILDING(S) OR ARE YOU REQUIRED TO INSURE THE BUILDING?:		<input type="checkbox"/> YES	<input type="checkbox"/> NO
WHAT IS THE VALUE OF YOUR DETACHED SIGNS?:	\$	DO YOU WANT \$15K WIND DRIVEN WATER COVERAGE?:	<input type="checkbox"/> YES <input type="checkbox"/> NO
WHAT IS THE REPLACEMENT COST OF YOUR HIGHEST VALUED COMPRESSOR AND WHAT IS THE VALUE OF ALL COMPRESSORS?: (ADDITIONAL CHARGE FOR COVERAGE)		\$ / \$	
IF YOU OWN ANY PROPERTY OFF-PREMISES OR TAKE ANY EQUIPMENT OFF PREMISES (SUCH AS A CHECK-OUT DIVE LOCATION) WHAT IS THE MAXIMUM VALUE OF THAT PROPERTY AT ANY GIVEN TIME?: (ADDITIONAL CHARGE FOR COVERAGE)		\$	
IF YOU REPAIR OR HOLD CUSTOMERS' EQUIPMENT, WHAT IS THE MAXIMUM VALUE AT ANY GIVEN TIME?: (ADDITIONAL CHARGE FOR COVERAGE)		\$	
HOW MUCH BUSINESS INCOME AND EXTRA EXPENSE DO YOU REQUIRE?: (ADDITIONAL CHARGE FOR COVERAGE)	\$	DO YOU WANT EQUIPMENT BREAKDOWN COVERAGE ON YOUR COMPRESSORS? (ADDITIONAL APPLICATION AND CHARGE)	<input type="checkbox"/> YES <input type="checkbox"/> NO

## PROPERTY - BUILDING INFORMATION-INCLUDING ATTACHED SIGNS

LOC#	BLDG #	BUILDING REPLACEMENT COST	BUILDING DESCRIPTION	ROOF CONSTRUCTION/ WALL CONSTRUCTION	SQUARE FOOTAGE OF BUILDING WHICH YOU OCCUPY	MILEAGE FROM COAST	YEAR BUILT	ALARM TYPE	SPRINK- LERED
		\$							
		\$							
		\$							
		\$							
		\$							
		\$							
		\$							
		\$							
		\$							
		\$							
		\$							
		\$							
		\$							

## PROPERTY - CONTENTS A B C D A+B+C+D=TOTAL

LOC#	BLDG#	INVENTORY FOR SALE (WHOLESALE VALUE)	COMPRESSORS, FURNITURE, FIXTURES AND EQUIPMENT	TENANT IMPROVEMENTS (IF BUILDING IS NOT OWNED)	PROPERTY OF OTHERS (INCLUDING CUSTOMER EQUIPMENT FOR REPAIR)	TOTAL CONTENTS REPLACEMENT COST FOR LOCATION
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$

## GROUP PROFESSIONAL LIABILITY

PRIOR YEAR'S GROSS RECEIPTS FOR INSTRUCTION AND SUPERVISION (FOR MULTIPLE LOCATIONS, INCLUDE THE TOTAL AMOUNT FOR ALL)?:	TOTAL GROSS RECEIPTS \$	DIVE RECEIPTS \$	FREEDIVING RECEIPTS \$	SWIM RECEIPTS \$
DO YOU WANT \$1 MILLION OF EXCESS PROFESSIONAL LIABILITY COVERAGE?:	YES <input type="checkbox"/> NO <input type="checkbox"/>		Who is your Primary Certification Agency?	Do you provide rebreather training? <input type="checkbox"/> YES <input type="checkbox"/> NO

## SCHEDULE OF PROFESSIONALS

[illegible]

## INCIDENT HISTORY

HAVE THERE BEEN ANY DIVING RELATED CLAIMS OR INCIDENTS  
 IN THE PAST FIVE (5) YEARS? (IF SO, PLEASE DESCRIBE BELOW):

☐ YES
 ☐ NO

NAME OF DIVE PROFESSIONAL:	INCIDENT DESCRIPTION:	DATE OF INCIDENT:	AMOUNT OF LOSS:	FILED WITH:
			\$	
			\$	
			\$	

DIVE STORE LOSS HISTORY

HAVE THERE BEEN ANY GENERAL LIABILITY OR PROPERTY CLAIMS IN THE PAST FIVE (5) YEARS? (IF SO, PLEASE DESCRIBE BELOW): ☐ YES ☐ NO

DESCRIBE LOSS:	DATE OF CLAIM:	AMOUNT OF LOSS:	CLAIM STATUS:
		\$	
		\$	
		\$	

ADDITIONAL INTEREST

NAME OF ENTITY:	STREET ADDRESS/ CITY, STATE, ZIP CODE:	RELATIONSHIP:	APPLICABLE POLICY:

PAYMENT INFORMATION

ONCE APPLICATION IS SUBMITTED, YOU WILL RECEIVE A QUOTE WHICH WILL PROVIDE DETAILS OF COVERAGE, RATES, AND PAYMENT OPTIONS.

AGREEMENT STATEMENT

BY SIGNING THIS BOX, I HAVE READ ALL TERMS, EXCLUSIONS AND WARRANTIES OF THE POLICY AND UNDERSTAND THEM FULLY. I ALSO UNDERSTAND THAT ANY FALSE INFORMATION PROVIDED CAN VOID THE POLICY TERMS. THE INFORMATION PROVIDED IN THIS APPLICATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE. I ALSO UNDERSTAND THAT THIS APPLICATION DOES NOT BIND COVERAGE AND COVERAGE IS NOT IN EFFECT UNTIL THE APPLICATION AND PAYMENT HAS BEEN RECEIVED AND APPROVED BY WITHERSPOON AND ASSOCIATES.

PRINTED NAME	APPLICANT SIGNATURE	DATE OF SIGNATURE

REMARKS

If you are purchasing Contents or Building coverage, please select the most accurate response below about the building you occupy, to the best of your knowledge:

1. The year the Building was built is \_\_\_\_\_

If the exact date is unknown, is it:

- ☐ Less than 10 years old
- ☐ More than 10 years old but less than 20 years old
- ☐ More than 20 years

If more than 20 years, please indicate when the roof was last updated.

2. Please tick the box that best describes the construction of the building:

- ☐ Wood framed walls with wood, brick veneer or stone on the outside
- ☐ Stone, concrete or brick walls with wooden floors and/or wooden roof
- ☐ Stone, concrete or metal walls and roof
- ☐ Stone, concrete or masonry walls with roofs that are metal or non-flammable construction (like clay tile)
- ☐ Walls and floors made of specialist fire-resistive material, with a fire resistance rating

3. The Protection Class of the building is \_\_\_\_\_

If you don't know, is the building:

- ☐ within city limits
- ☐ within 1,000 ft of a hydrant

Please complete the following if you are purchasing Mechanical Breakdown Coverage

**Compressor Mechanical Coverage  
Supplement Application**

Compressor Manufacturer	
Compressor Model	
Date Purchased	
Age (if purchased used)	
Purchase Price	
Replacement Cost Value (RCV)	
Current Value (ACV)	
Do you want to insure the (RCV) or (ACV) Compressors over seven (7) years old are not eligible for Replacement Cost Coverage.	
Total Hours of Use	
Hours since last Major Overhaul / Rebuild	
Do You Have a Scheduled Maintenance Plan	
Do You Have Written Documentation of Your Maintenance (Log)	
Describe Your Usage:	<input type="checkbox"/> Air <input type="checkbox"/> Nitrox <input type="checkbox"/> Diaphragm or <input type="checkbox"/> Partial Pressure <input type="checkbox"/> Other Describe: _____
Value of storage banks and other Related Equipment	
Do you want mechanical coverage on related equipment	
Have you had a compressor claim?	Describe: _____ _____ _____
Please note some of the policy limitations below.	
Deductible: Compressor Value <= \$20,000 = \$2,500; Compressor Value > \$20,000 = \$5,000	
Without a detailed maintenance log most losses will be considered Wear and Tear	

The store group professional liability policy restricts Professional Liability coverage to the professional teaching/supervising staff of the insured store. The wording from the insurance policy clearly states that the professional staff has to be listed on the Evidence of Insurance and working with the knowledge and permission of the store. (This means that if you are working on a boat without the consent of the store you have no coverage, or if you are teaching a class outside of the store you have no coverage. **You need to buy your own individual policy if you need coverage outside of your duties with the store.**)

**Once a person has been removed from the list of teaching professionals, they no longer have any professional liability coverage for instruction or supervision performed after that date.** If you are removed from the list you should return your insurance card to the store, so there will be no misunderstanding about your coverage being terminated. You may request your dive professionals to fill out and sign below. If you need an additional copy you may print this form or contact us to email a copy to you.

As a member of the professional staff I have read and acknowledged the above limitations of my professional liability insurance coverage.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

=====

As the owner of the Store Group Professional Liability Policy, I acknowledge it is my responsibility to have each of my covered professionals to understand the limitations of a group policy and sign a copy of the above acknowledgement.

\_\_\_\_\_  
Signature of policy owner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ALARM SYSTEM WARRANTY ENDORSEMENT**

In consideration of the premium at which this Commercial Property policy is written, it is a condition of this insurance that Burglary coverage be limited as follows:

1. Central Station: full limit included  
Deductible: \$1,000 each occurrence.
2. Local Alarm: 50% of limit and 50% of total claim not to exceed coverage limit.  
Deductible: \$2,000 each occurrence
3. No Alarm: \$10,000 limit and 50% of total claim not to exceed coverage limit  
Deductible: \$3,000 each occurrence

Where a premises is protected by an alarm system, we do not cover loss or damage unless:

1. The Alarm System is regularly maintained by a reputable company.
2. The Alarm System shall be in full force and effect whenever the premises are left unattended and at all other reasonable times.
3. You advise us as soon as reasonably possible if for any reason the Alarm System is not working properly. We may then require additional premium.

Acknowledgement of this endorsement shall be signed by the insured in order for this to apply.

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date

PR 10 12 11



# FRAUD WARNING

**GENERAL STATEMENT:** Any person who, with the intent to defraud or knowingly facilitates a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, or conceals information for the purpose of misleading may be guilty of insurance fraud and subject to criminal and/or civil penalties

**AK. AL. AR. CA. CT. DC. DE. GA. IA. ID. IN. IL. MA. MO. MS. MT. NC. ND. NE. NJ. NH. NM. ND. OK. PA. RI. TN. TX. WI. (GROUP)- Fraud Warning:** Any person who knowingly and with intent, defrauds or deceives any insurance company by submitting an application or filing a claim that contains any false or incomplete information, or conceals information for the purpose of misleading, is guilty of insurance fraud, which is a felony and subject to criminal and/or civil penalties

**MD. ME. WA. NV. MN. SD. UT (INDEPENDENTLY)- Fraud Warning:** Any person who knowingly and with intent, defrauds or deceives any insurance company by submitting an application or filing a claim that contains any false or incomplete information, or conceals information for the purpose of misleading, maybe guilty of insurance fraud, which is a felony and maybe subject to criminal and/or civil penalties.

**Notice to Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading 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 or aware payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Notice to Florida:** 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.

**Notice to 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.

**Notice to Idaho:** Any person who knowingly and with intent to defraud or deceive any insurance company, files a statement or claim containing a false, incomplete or misleading information is guilty of a felony.

**Notice to Indiana:** Any person who knowingly makes any false or fraudulent statement or presentation in or with reference to any application for life insurance or for the purpose of obtaining any fee, omission, money or benefit from or in any company transacting business under this article, commits a class A misdemeanor.

**Notice to Kentucky:** 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.

**Notice to 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.

**Notice to New York:** Any person who knowingly and with intent to defraud an 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.

**Notice to Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Notice to Oklahoma:** 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.

**Notice to Oregon:** Any person who knowingly and with intent, defrauds or deceives any insurance company by submitting an application or filing a claim that contains any false or incomplete information, or conceals information for the purpose of misleading, may be guilty of insurance fraud, which may be a crime and may be subject to criminal and/or civil penalties.

**Notice to 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 such person to criminal and civil penalties.

**Notice to 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.

I understand that Witherspoon and Associates, for the insuring company, 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.

I understand that the insurance company in determining whether to provide a quotation for insurance coverage will rely on the information contained in the application and all other information being submitted.

I hereby represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

I also understand that no insurance will be in effect unless and until the insurance company, or Witherspoon and Associates as its agent, provides a quotation offering to provide insurance coverage and the insurance company, or Witherspoon and Associates as its agent, receives written notice that the terms and conditions contained in the insurance quotation provided are accepted.

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
APPLICANTS NAME (PRINT)

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
PRODUCER'S SIGNATURE

John A Witherspoon, IV  
PRODUCER'S NAME

## EXCLUSIONS

Coverage is NOT afforded:

- I) for any **CLAIM** by an **INSURED** against another **INSURED**. However this exclusion does not apply to any **CLAIM** brought by an **INSURED** who was a **PARTICIPANT** during the **EVENT** that gave rise to the **CLAIM**.
- II) for any **CLAIM** made by an employer against any **INSURED** who is employed by or representing such employer.
- III) for any obligation for which the **INSURED** or any carrier as his/her insurer may be held liable under any worker's compensation law, unemployment compensation or disability benefits law, or under any similar or related law including but not limited to the Jones Act, the Longshoremen and Harbor Workers Act,
- IV) for **BODILY INJURY** to any employee of any **INSURED** arising out of and in the course of his/her employment by the **INSURED**, including any obligation to indemnify another in whole or in part, for such **BODILY INJURY**. This exclusion does not apply to any **CLAIM** brought by an employee who was a **PARTICIPANT** during the **EVENT** that gave rise to the **CLAIM**.
- V) for liability assumed by an **INSURED** under any contract or agreement
- VI) for **BODILY INJURY** and/or **PROPERTY DAMAGE** arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile, aircraft or watercraft. This exclusion does not apply to the ingress and/or egress from any watercraft while any **PARTICIPANT** is under the **INSURED**'s supervision or instruction, or involving the operation of a kayak or paddleboard.
- VII) for **PROPERTY DAMAGE** to:
  - A) Property owned or occupied by or rented to the **INSURED**;
  - B) Property used by the **INSURED**; orProperty in the care, custody or control of the **INSURED** or property over which the **INSURED** is for any purpose exercising physical control. (This exclusion does not apply to swimming pools rented by, used by, or occupied by the **INSURED**.)
- VIII) for any obligation to pay fines, judicial sanctions, penalties, punitive and/or exemplary damages, (except in jurisdictions where these are the only damages allowed by law), or multiples of compensatory damages, whether at common law and/or by statute.
- IX) for any **CLAIM** for which notice was provided to another insurance Underwriter prior to the inception of this insurance.
- X) for any **CLAIM** arising out of an **EVENT** occurring prior to the policy period, if prior to the effective date of the policy, any **INSURED** had a reasonable basis to foresee that a **CLAIM** would be made against them.
- XI) for any **CLAIM** arising out of an **EVENT** occurring prior to the policy period for which coverage is available under an Occurrence based liability policy issued by Underwriters or any other insurer.
- XII) for any **CLAIM** arising out of any intentional, willful or deliberate act committed by or at the instigation of the **INSURED**.
- XIII) for any **CLAIM** arising out of invasion of privacy, libel, slander or defamation of character, false arrest, detention or imprisonment, assault or battery, or wrongful entry or eviction, including any allegation that the violation of any civil right caused or contributed to such **CLAIM**.
- XIV) for any **CLAIM** which is directly or indirectly attributed to any failure to comply with any applicable statute, regulation, ordinance, directive or order, provided that the failure to comply is an intentional, willful or deliberate act or omission of the **INSURED**.
- XV) for any **CLAIM** arising out of discrimination by the **INSURED**, including, but not limited to, age, color, race, sex, sexual orientation, creed, national origin, marital status and, mental or physical disability. However, this exclusion does not apply if instruction is denied for valid safety reasons. Valid safety reasons include, but are not limited to, concern over medical history of student, disability of student or determination that student lacks physical ability or mental aptitude to dive.
- XVI) for any **CLAIM** arising out of infringements of trademark, trade dress, trade name, patent or copyright.
- XVII) for any **CLAIM** based on the insolvency or bankruptcy of any person, firm or organization.
- XVIII) for any **CLAIM** arising out of the performance of a criminal act or caused by an **INSURED** while under the influence of alcohol, intoxicants, narcotics or any mind-altering substances.
- XIX) Pollutants
  - A) for any **CLAIM** relating to the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, however caused or whenever or wherever happening.
  - B) for any request, demand or liability to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize Pollutants, whether or not any of the foregoing are or should be performed by the **INSURED** or by other.

Pollutants means any electromagnetic transmissions or fields, or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste, including medical waste. Waste also includes materials to be recycled, reconditioned or reclaimed.

- XX) for any **CLAIM** arising from acts other than those specifically approved and sanctioned by a national training agency for aquatic, organizational instruction, orientation or supervision.
- XXI) for any **CLAIM** arising out of the failure of any product, including Scuba and snorkeling equipment, whether owned, borrowed, or rented by an **INSURED**.
- XXII) for any **CLAIM** arising out of any commercial or industrial diving activities, including but not limited to welding, construction, salvage, repair, maintenance, and inspection or fishing activities. This exclusion does not apply to public safety diving or scientific research activities.
- XXIII) for any **CLAIM** arising out of or resulting from sexual abuse or harassment or lewd, immoral or sexual behavior, whether or not such act is intended to lead to, or culminate in any sexual act, whether caused by, at the instigation of, at the direction of, or as a result of any act or omission by the **INSURED**, his/her employees, patrons, **PARTICIPANTS**, or from any causes whatsoever.
- XXIV) for any **CLAIM** where an **INSURED** intentionally left or permitted any uncertified student to be unattended. This exclusion does not apply to a navigation exercise on the second or subsequent training dives after the **INSURED** has evaluated the student's required skills.
- XXV) for any **CLAIM** where a student (or the parent(s) and/or legal guardian(s) if a minor) has not completed a medical history form prior to in-water training. Furthermore, coverage is excluded for any **CLAIM** where the medical history form of the student indicates any condition contrary to safe participation in diving activities and the student has not obtained medical approval by a licensed physician (who is not the PARTICIPANT or the parent and/or legal guardian of a PARTICIPANT) based on a medical examination prior to any further in-water training.
- XXVI) for any **CLAIM** where a student (or the parent(s) and/or legal guardian(s) if a minor) has not completed and signed a written release of liability/assumption of risk form developed or approved by the certification organization through which training was offered.
- XXVII) for any CLAIM involving Advanced Training and/or Training dives that are not planned within accepted recreational diving limits. Recreational training dives are defined as dives: (1) planned to 130/40 meters or shallower; (2) planned without mandatory stage decompression (safety stops are acceptable); or (3) made using compressed air or oxygen enriched air (nitrox) only.
- XXVIII) for any CLAIM involving Technical Training and/or Technical Training Dives where the **INSURED** is not a technically certified professional or where the **INSURED** is a technically certified professional and exceeds depths for which the **INSURED** is trained and certified to teach and/or supervise.
- XXIX) for any CLAIM involving scuba certification provided to anyone under the age of 10, except those courses that are taught in confined water only (e.g. swimming pools) and such may be offered to anyone age 7 and older.
- XXX) for any **CLAIM** involving the failure of an instructor and/or dive store to retain all records relating to individual students for a minimum of five (5) years. Records means records used for the purpose of recording the students' progress and records of knowledge tests for the purpose of evaluating the student's understanding of the instructional material.
- XXXI) for any CLAIM involving an **INSURED** who does not have appropriate training and have all appropriate certifications to teach a course including First Aid.

Signature of Insured: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_