



GLOBAL MARINE INSURANCE AGENCY ~ Watersports Insurance Program

CABLE PARK INSURANCE

Table with 2 columns: APPLICANT INFORMATION, PRODUCER INFORMATION

Business Name: GLOBAL MARINE INSURANCE AGENCY, INC.
Contact Person: 12935 SW BAYSHORE DR, STE 205
Address: TRAVERSE CITY, MI 49684
City: PHONE NUMBER (877) 748-0224
State: FAX NUMBER (231) 947-4407
Zip:
Phone #:
Fax #:
Website:
Producer:
Email:
Desired Effective Date: From to
Estimated Target Premium:
Quote Needed by:
Tax ID/SSN:

Applicant is: Individual Partnership Corporation Other (describe):

Watersports Organization Affiliation (INT / USAW / WWA): Number of Years as Member:

GENERAL INFORMATION

- 1. Type of Business of applicant: Number of years in business:
2. Prior Insurance Yes No Name of Prior Insurance Company:
3. Any insurance policy declined, cancelled, or non-renewed during the prior 3 years? Yes No
If yes, give details:
4. Including Present or Past Operations, any Insurance Claims / Losses within the past 5 years? Yes No
If yes, give details:

PLEASE ATTACH
• FIRST AID AND CPR CERTIFICATES OF ALL KEY EMPLOYEES
• BOATING SAFETY CERTIFICATE AND/OR CAPTAINS LICENSE OF ALL BOAT OPERATORS. (www.boatsafe.com)
• DOCK SCHEDULE / DIAGRAM (if any)

CABLE PARKS COVERAGE

PLEASE CHECK ALL OPERATIONS THAT APPLY:

<input type="checkbox"/>	Cable Park	<input type="checkbox"/>	Pro-Shop
<input type="checkbox"/>	Equipment Rental	<input type="checkbox"/>	Snack Bar
<input type="checkbox"/>	Special Events (please describe)	<input type="checkbox"/>	

LOCATION(S) OF OPERATION: (Street, City, State & Zip Code)

1.	
2.	

ARE OPERATIONS ON PUBLIC OR PRIVATE WATERWAYS ? _____ WATERWAY TYPE: LAKE / RIVER / CANAL / OCEAN

PLEASE DESCRIBE & CHECK ALL THE ITEMS THAT APPLY TO YOUR OPERATIONS:

TYPE OF CABLING SYSTEM: _____ KICKERS/SLIDERS: FUN BOXES: OTHER: _____

NUMBER OF MONTHS OF OPERATIONS PER YEAR:

1-3 MONTHS 1-6 MONTHS 1-9 MONTHS YEAR ROUND

WARRANTED ON-SHORE LAY UP PERIOD: FROM: _____ TO: _____ (MM/DD)

Commercial General Liability Limit Requested: (Premises & Operations includes coverage for the Participant)

\$300,000 \$500,000 \$1,000,000 (Higher limits may be available through a Bumpershoot policy)

ESTIMATED GROSS RECEIPTS:

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TOTAL RECEIPTS FOR THE NEXT 12 MONTHS:	Cable Park Activities	\$	Pro-Shop Sales	\$
	Equipment Rentals	\$	Snack Bar Sales	\$

PERSONNEL List all personnel, including the Owner, Instructors & Key Employees:

HAVE YOU OR ANY OPERATORS HAD THEIR DRIVER'S LICENSE EITHER REVOKED OR SUSPENDED IN THE PAST 3 YRS? Yes No

	NAME	POSITION	DATE OF BIRTH	YRS OF EXPERIENCE
1.				
2.				
3.				
4.				

*** COPY OF FIRST AID / CPR CERTIFICATES FOR ALL EMPLOYEES / DRIVERS ***

CABLE PARK COVERAGE (continued)

CABLE SYSTEM / EQUIPMENT

TRADE NAME/TYPE	SERIAL NUMBER	LIMIT OF INSURANCE
		\$
		\$
		\$

WATERCRAFT SCHEDULE

#	YEAR	MAKE	SERIAL NUMBER	HULL VALUE
1.				
2.				

DOCK SCHEDULE

DESCRIPTION	CONSTRUCTION TYPE	LENGTH	YR BUILT	VALUE
DOCK A				\$
DOCK B				\$
DOCK C				\$

*** PROVIDE DIAGRAM OF DOCK CONFIGURATION ***

MORTGAGE HOLDER / LIENHOLDERS / ADDITIONAL INSURED

ENTITY NAME:	ADDRESS:
RELATIONSHIP TO APPLICANT:	
ENTITY NAME:	ADDRESS:
RELATIONSHIP TO APPLICANT:	

OTHER COVERAGES AVAILABLE:

Buildings ~ Business Personal Property ~ Commercial Automobile ~ Umbrella

PLEASE CONTACT OUR OFFICE TO COMPLETE THE APPROPRIATE APPLICATIONS FOR DESIRED COVERAGE

**CABLE PARKS
OPERATIONS ENDORSEMENT**

It is warranted by you that at any time CABLE PARK activities are being conducted, you will comply with the following operational guidelines:

1. For VESSEL navigation on coastal waters and inland waters, there shall be a Driver with a minimum of ninety (90) days experience which includes thirty (30) days behind the helm. "Day", as defined by USCG Standards, is a minimum of four (4) Hours and possess a USCG Captains License *OR* Boating Safety Certificate.

2. All key employees must be current in CPR and First Aid, possess all relevant skills and knowledge of CABLE PARK operations, including but not limited to following established guidelines and safe operating procedures, proficient in emergency techniques, capable of following instructions for proper use of safety equipment and able to notify medical personnel.

3. It will be the Employees responsibility to evaluate and determine if weather conditions are favorable for WATER SKIING/WAKE BOARDING. No operator shall knowingly WATER SKI/WAKE BOARD in rain, fog or during a known lightning storm within 5 miles from the CABLE PARK area. No operator shall knowingly conduct WATER SKI/WAKE BOARD activities during a small craft warning alert and/or storm frontal systems approaching within 7 miles from the CABLE PARK.

4. All operators are required to abide by all local, state, and federal laws.

5. All WATER SKI/WAKE BOARD participants will wear PFD's (personal flotation devices) & safety equipment at all times as required by us whether required by the State or local law or not.

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.

AUTHORIZED SIGNATURE OF INSURED: _____ **DATE:** _____

PRINTED NAME OF INSURED: _____

CABLE PARKS
WARRANTY OF COMPLIANCE OF TERMS

In consideration of the coverage provided, **you** make the following Warranties, which shall be a basis of the 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 utilized 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. Each participant will wear safety equipment as required by **us** (i.e. Personal Flotation Devices (PFD's), etc.), whether required by the state or local law or not.
- B. All equipment will 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 never be used in the activity.
- C. Prior to embarkation, allowing a participant to go aboard the watercraft(s) or to participate in an activity, each participant and / or passenger will be required to sign the WATER SKI/WAKE BOARD RELEASE OF LIABILITY (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.
- D. **You** will ensure that both the 'Release' form, provided and approved by **us**, are fully and accurately completed in accordance with the "Important Instructions Form" provided by the insurance company. It is a requisite for coverage hereunder that **you** will retain these forms for a minimum of 5 years and be able to produce these documents upon request by **us**.
- E. **You** will not allow any passenger(s) or water ski/wake boarding participant(s) to (a) board the watercraft(s) 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 on board the watercraft at any time.
- F. All Sections detailed in the 'Cable Park Operations Endorsement' will be strictly adhered to at all times during the course of Water Ski/Wake Board operations and activities conducted by **you**.
- G. You will maintain a current certificate of insurance with a minimum limit of \$1,000,000, with your business named as "Additional Insured", for each vendor or subcontractor for which you book trips or act as a broker for other activities.

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 authorized to sign on behalf of the **designated insured**, whether a partnership, corporation, or other form of organization, which has applied for Comprehensive 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.

AUTHORIZED SIGNATURE OF INSURED: _____ **DATE:** _____

PRINTED NAME OF INSURED: _____

**Coverage may also be available for Buildings, Business Contents, Business Automobile,
Commercial General Liability, Inland Marine, Boiler & Machinery, Crime,
Business Interruption and Umbrella.**

**PLEASE CONTACT OUR AGENCY FOR FURTHER DETAILS OR
ATTACH APPROPRIATE ACORD APPLICATIONS FOR DESIRED COVERAGE**

LOSS HISTORY

Please attach a loss history for the last five (5) years ***IF NONE, PLEASE INDICATE "NONE" ***

You understand and agree this application is a request for a quote based on the information provided herein. You understand and agree the actual coverage, terms and conditions offered by MPG may be different than your request contained herein. The actual terms and conditions for coverage provided are represented by the policies issued and supersede any request or representations made prior to issuance.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

The applicant represents that the above statements and facts are true and that no material facts have been suppressed or misstated.

Applicant's
Signature: _____

Date: _____

Print Name: _____

Title: _____

Producer's
Signature: _____

Date: _____

Agency Name: _____

**CABLE PARK
LIABILITY WAIVER**

**Please read and be certain you understand the implications of signing.
Express Assumption of Risk Associated with use of Cable Parks and Related Activities**

I, _____ *Please Print First Name, Middle Name & Last Name* _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Cable Park & Watersports activities to and from the water & vessel and related water sport activities to which I am about to engage, including but not limited to:

- 1) changing water flow, tides, currents, wave action, and ship's wakes;
- 2) collision with any of the following:
 - a) other participants, b) the watercraft, c) other watercraft, d) man made or natural objects & obstacles,
 - e) shuttle boat, f) the shoreline, g) ski handle or other cable components.
- 3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- 4) my sense of balance, physical condition, ability to operate equipment, swim and / or follow directions;
- 5) collision, capsizing, sinking, or other hazard that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and / or drowning;
- 6) the presence of insects and marine life forms;
- 7) equipment failure or operator error;
- 8) heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- 9) fatigue, chill and / or reaction time and increased risk of an accident

I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and / or regulation or policy that may impact its enforceability.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the above-described watersports, transportation, and Cable Park activities, as well as the use of any of the facilities, specifically, including water transportation and the use of the equipment of the below listed releasees, I hereby agree as follows:

- 1) To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against all of the following named persons or entities herein referred to as releasees.

- | | Owner (Company and / or Individual) | Cable Manufacturer |
|----|---|---------------------------|
| 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, 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, with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury or loss of life 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. | |

**I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.
I have read this Agreement, understand it, and I agree to be bound by it.**

Signature of Adult Participant	Name of Adult Participant (Please Print)	Date
<i>If Participant is a Minor, and by their signature, they on my behalf Release all claims that both they & I have.</i>		
Signature of Parent or Guardian	Name of Minor Child (Please Print)	Date
Signature of Parent or Guardian	Name of Parent or Guardian (Please Print)	Date