



Mid America Specialty Markets
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Haunted House Application

GENERAL INFORMATION:

Agency Name _____ # _____ Quote Only Issue Policy
 Producer _____ Effective Date _____

APPLICANT INFORMATION:

Applicant's Name _____
 Mailing Address:
 Street _____ City _____ State _____ ZIP _____
 Contact Person _____ Phone # _____
 Applicant is a: Individual Partnership Corporation LLC
 Other (specify) _____

HAUNTED HOUSE LOCATION:

Location #	Street, City, County, State, ZIP

PRIOR INSURANCE INFORMATION

Has this event ever been held previously? YES NO
 If yes, complete the following "Prior Coverage" and "Loss History" sections.

Prior Coverage

Prior Carrier	Eff./Exp. Date	Policy Number	Policy Premium	Total number of attendees for this event

Loss History: Note any prior claims or losses for this event. Check here if there are no prior claims.

Date of Occurrence	Description of Claim	Amount Paid	Claim Status
			<input type="checkbox"/> Open <input type="checkbox"/> Closed
			<input type="checkbox"/> Open <input type="checkbox"/> Closed
			<input type="checkbox"/> Open <input type="checkbox"/> Closed
			<input type="checkbox"/> Open <input type="checkbox"/> Closed
			<input type="checkbox"/> Open <input type="checkbox"/> Closed

GENERAL LIABILITY SECTION

1. PER OCCURRENCE/AGGREGATE LIMITS

Input boxes for liability limits: \$100,000/200,000, \$300,000/600,000, \$500,000/1,000,000, \$1,000,000/2,000,000, \$1,000,000/3,000,000

2. PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS:

- A. The haunted house is: Inside/Outside
B. If outdoors, is the area fenced? YES/NO
C. Are any candles used? YES/NO
D. Is there any human contact? YES/NO
E. Is there any use of live animals? YES/NO
F. Are there any moving floors, walls or steps? YES/NO
G. Are there any slides? YES/NO
H. Are bleachers or platforms used? YES/NO
I. Are smoke effects used? YES/NO
J. Are extension cords used? YES/NO
K. Is the haunted house inspected by the fire department prior to use? YES/NO
L. Are there age restrictions/limits? YES/NO
M. Is first aid available? YES/NO
N. If you answered yes to any of the above questions, please explain here:

O. Maximum number of individuals in house at one time: _____

P. Number of days open: _____ Hours of operation: _____

Q. Anticipated number of people to go through the haunted house during the entire event: _____

R. Any special handling of young children? YES/NO

S. Do you use lead or follow-up guides? YES/NO

T. Door Monitors? YES/NO

U. Are exit signs clearly marked and illuminated? YES/NO

V. Estimated gross receipts: _____

W. Price of admission: _____

X. Are food or refreshments sold? YES/NO

Y. Are alcoholic beverages sold? YES/NO

Z. Describe any other events going on during the operation of the haunted house (DJ, bands, hay rides, etc.):

AA. If transportation is used to move attendees to the house, please explain the type of transportation, the distance they will travel, and how it is powered: _____

BB. Will the applicant serve alcohol: YES/NO

CC. Type of building: _____ Usual use: _____

DD. Number of stories: _____ Age of building: _____

EE. Square footage of building open to the public: _____

FF. What type of divisions/walls: _____

GG. Describe lighting of stairs: _____

HH. If private security is used, how many guards? _____

II. Are certificates of insurance required? YES/NO

JJ. Describe first aid/medical facilities: _____

Haunted House Application

I have read the above questions and I hereby declare to the best of my knowledge and belief that all of the foregoing statements are true and that these statements are offered as an inducement to the company to issue the policy for which I am applying.

NOTICE: PLEASE READ BEFORE SIGNING!

In order to underwrite the insurance applied for above, an investigation consumer report may be requested and made, including information as to the character of the applicant for insurance and the persons to be insured under the policy applied for, their general reputations, business characteristics and credit standing. You are advised that you may make a request within a reasonable time after receipt of this Notice for a disclosure by **West Bend Mutual Insurance Company** of the nature and scope of the investigation requested.

Fraud Warning

Please refer to Acord 63 for state specific fraud warnings.

All Other States: Any person who knowingly conceals or provides materially false, incomplete, or misleading information on an application or concerning a claim to an insurance company for the purpose and intent of defrauding the company, may be guilty of insurance fraud in violation of state law. Penalties may include imprisonment, fines, or denial of insurance benefits

Date _____ Time _____ Applicant's Signature _____
Agency Name and Producer's Signature _____

Please see the next page for a sample release, indemnification and hold harmless agreement.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in haunted house activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence _____ and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that haunted house activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to broken bones, bruises and other bodily injuries caused by falls or contact with walls, objects or other participants; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. 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.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)**

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____

(If notarization is necessary, please sign & stamp this side of form.)

**FRAUD STATEMENTS**

AGENCY		CARRIER West Bend Mutual Insurance Company	NAIC CODE 15350
POLICY NUMBER	EFFECTIVE DATE	APPLICANT / NAMED INSURED	

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

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 policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

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)*. *Applies in FL Only.

Applicable in KS

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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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 KY, NY, OH and PA

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 (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

APPLICANT'S SIGNATURE_____
DATE (MM/DD/YYYY)