



Mid America Specialty Markets
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Health Club Questionnaire (Attach to an Acord Application)

Policy Number: _____

Applicant's name _____

Address _____

Street City State Zip

Applicant's website address _____ Contact's email address _____

General Liability

- 1) Number of club members: _____
- 2) Annual gross sales (include membership/initiation fees): _____
- 3) List your qualifications for owning / operating a health club: _____
- 4) Does the insured use independent contractors for fitness instruction? If yes: Yes No
 Do you verify the training and experience level of independent contractors? Yes No
 Do you require proof of insurance from all independent contractors? Yes No
- 5) Do you manufacture or re-label any supplements or products? Yes No
- 6) Do members and guests sign a waiver / hold harmless agreement? Yes No
- If yes, please attach a copy of the waiver.**
- 7) Is the facility open 24 hours a day? Yes No

Services Provided: (Please check all that apply)

- | | |
|--|--|
| Swimming Pool <input type="checkbox"/> | Cryotherapy <input type="checkbox"/> |
| Martial Arts <input type="checkbox"/> | Pro Shop <input type="checkbox"/> \$ _____ |
| Massage Therapists <input type="checkbox"/> # _____ | Climbing Walls <input type="checkbox"/> |
| Tanning Beds <input type="checkbox"/> # _____ | Off Premises Activities <input type="checkbox"/> |
| Physical Therapy / Rehab <input type="checkbox"/> | MMA / UFC Training <input type="checkbox"/> |
| Boxing <input type="checkbox"/> | Personal Trainers <input type="checkbox"/> |
| Parkour <input type="checkbox"/> | Liquor <input type="checkbox"/> \$ _____ |
| Babysitting / Childcare <input type="checkbox"/> | Spa Operations <input type="checkbox"/> |
| Gymnastics <input type="checkbox"/> | Trampolines <input type="checkbox"/> |
| CrossFit <input type="checkbox"/> | Aerial Yoga <input type="checkbox"/> |
| Restaurant / Snack Bar <input type="checkbox"/> \$ _____ | Professional Staff (athletic trainer, occupational therapist, chiropractor, etc.) <input type="checkbox"/> |



Obstacle Courses / American Ninja Warrior Courses

Float Tank / Salt Baths / # _____
Sensory Deprivation Tanks

Mud Run / Warrior Dash or Similar Activities

Other: _____

Equipment Maintenance

- 1) Are instructions and warnings posted on all equipment? Yes No
- 2) Is a general orientation provided to all clients on the proper use of equipment? Yes No
- 3) How often is equipment inspected? _____
- 4) Are maintenance and repair records kept? Yes No
- 5) Who performs maintenance and repairs of equipment? _____

Sexual Abuse (if located in Illinois, this section MUST be completed)

(If located in any other states, complete ONLY if you desire coverage)

- 1) Does the applicant perform a criminal background investigation, including sexual abuse or child abuse related offenses on prospective employees and volunteers? Yes No
How often? _____
- 2) Does the applicant verify employment-related references? Yes No
If yes, how? _____
- 3) Does the applicant conduct personal interviews? Yes No
- 4) Does the applicant discuss the following items at staff orientation?
 - a. Abuse and Molestation Yes No
 - b. How to recognize the signs of abuse Yes No
 - c. What to do if an individual reports someone molested him/her? Yes No
- 5) Does the applicant have knowledge of any incident which could give rise to, or result in, an allegation of sexual abuse? Yes No
- 6) Has there ever been an allegation of sexual abuse made against the insured? Yes No
If yes, please explain. _____

Workers Compensation

- 1) Is there a written return to work program in place, to encourage/assist employee in rejoining the work force?
If yes, please attach a copy. Yes No
- 2) Does the insured provide a major medical health insurance for their employees? Yes No

**IF A QUOTE FOR WORKER'S COMPENSATION* COVERAGE IS BEING REQUESTED
PLEASE COMPLETE AN ACORD WORKER'S COMPENSATION APPLICATION**

(*Workers Compensation not applicable in Kentucky, Michigan, Ohio)

The information I have provided is true and accurate to the best of my knowledge. I have not willfully concealed or misrepresented any material fact(s) or information. I understand completion of this questionnaire does not compel the company to provide coverage.

Applicant's Signature Date

Agent's Signature Date

Agency Name

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in health or fitness club 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 health or fitness club 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, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; death as a result of drowning or brain damage caused by near drowning; 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.)