



Mid America Specialty Markets
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**YMCA/YWCA 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 full-time employees: _____
- 2) Number of club members: _____
- 3) Annual gross sales (Include membership/initiation fees): _____
- 4) Number of independent contractors (trainers, instructors and others) and their total cost: _____
 Please describe the duties of any independent contractors _____
- 5) Are independent contractors required to provide certification of insurance? Yes No
- 6) What is the square footage of your facility? _____
- 7) Is the facility open 24 hours? Yes No
 If yes, what loss control measures are in place to protect property and members at night? _____
- 8) Do you have AEDs and Emergency O₂ available on premises? Yes No
- 9) Are Waivers obtained from all members, guests; and for high risk activities and rental groups? Yes No
- 10) Does the facility have an Internet Use Policy that is actively enforced? Yes No
- 11) Is cell phone use restricted to the lobby or public gathering areas? Yes No

Services Provided

- 1) Please describe all trips away from premises. Indicate if any exceed 200 miles one-way. _____
- 2) If you conduct Summer Camps away from premises, please describe the types of Camps and number of camper days (e.g. two campers attending 5 days is 10 camper days) _____
- 3) Do you provide any of the following?:

Aerial gymnastics	<input type="checkbox"/> Yes <input type="checkbox"/> No	Skateboard parks	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tackle football camps	<input type="checkbox"/> Yes <input type="checkbox"/> No	Scuba instruction is PADI certified	<input type="checkbox"/> Yes <input type="checkbox"/> No
Boxing	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, is it PADI certified	<input type="checkbox"/> Yes <input type="checkbox"/> No
Climbing walls	<input type="checkbox"/> Yes <input type="checkbox"/> No	Paintball away from premises	<input type="checkbox"/> Yes <input type="checkbox"/> No
Ropes courses	<input type="checkbox"/> Yes <input type="checkbox"/> No	Horses or horse riding	<input type="checkbox"/> Yes <input type="checkbox"/> No
- 4) Do you have an obstacle course? Yes No
 - a. If yes, please address the following:
 - i. Please provide photos and a diagram of the course.
 - ii. Who built the course _____
 - iii. Is the course inspected? Yes No



- 1. By whom? _____
- 2. How often? _____
- iv. Is there a maintenance program for the course? Yes No
- v. Is a written record of maintenance kept? Yes No
- 5) Does the facility conduct licensed childcare services? Yes No
If yes, please submit an **NSI Childcare Questionnaire**.
- 6) Does the facility conduct massage therapy? Yes No
If yes, please provide the number of massage therapists: _____
- 6) Does the facility contain swimming pools? Yes No
If yes, please answer the following:
 - a. Number of pools: _____
 - b. Are pool depths clearly marked? Yes No
 - c. Are applicable pool rules clearly posted? Yes No
 - d. Are swim testing procedures applied to all swimmers? Yes No
 - e. Is there always a lifeguard on duty during operating hours? Yes No
 - f. Are there any water slides or similar amenities? Yes No
 - g. Have all drains been updated to meet Safety Vacuum Release System standards? Yes No
 - h. Are there any diving boards? Yes No
If yes, list height & water depth for each board:
Board 1: _____ Board 2: _____ Board 3: _____
- 7) Does the facility contain tanning beds/booths Yes No
If yes, number of booths/beds and maximum % of UVB radiation produced by booth/bed: # _____ %
- 8) Does the facility have a restaurant or snack bar? Yes No
If yes, is there an Automatic Fire Extinguishing System over all cooking surfaces? Yes No
- 9) Does the facility conduct one-on-one unsupervised mentoring with minors? Yes No
(i.e. Reach and Rise)
If yes, please describe the program and indicate the annual number of children who participate in the program.

- 10) If the facility provides counseling, shelters, or other social services, please complete **Social Services Questionnaire**.

Abuse & Molestation

- 1) Does the applicant perform a criminal background investigation, including sexual abuse or child abuse related offenses on prospective employees and volunteers? Yes No
- 2) Does the applicant verify employment-related references? Yes No
- 3) Does the applicant discuss the following items at staff orientation?
 - a. Child/Sexual Abuse Yes No
 - b. How to recognize the signs of abuse Yes No
 - c. What to do if a client/child reports someone molested him/her Yes No
- 4) Does the applicant have knowledge of any incident which could give rise to, or result in, an allegation of sexual abuse? Yes No
If yes, please explain: _____



5) 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? If yes, please attach a copy. Yes No

IF A QUOTE FOR WORKERS COMPENSATION* COVERAGE IS BEING REQUESTED
PLEASE COMPLETE AN ACORD WORKERS COMPENSATION APPLICATION
(*Workers Compensation not applicable in Kentucky and 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	Agency Name	Date

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 the sport of climbing, 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 the sport of climbing involves 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, death, paralysis, broken bones, torn ligaments, or bruises as a result of falls from walls on which climbing is being done; participants being struck by falling objects, such as other climbers or equipment; 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.)