



GENERAL APPLICANT INFORMATION

PLEASE READ EACH QUESTION CAREFULLY AND PROVIDE COMPLETE, TRUTHFUL AND ACCURATE RESPONSES. THE INFORMATION REQUESTED IN THIS APPLICATION IS IMPORTANT TO THE UNDERWRITING PROCESS. ANY MATERIAL MISREPRESENTATION MAY AFFECT THE INSURANCE POLICY ISSUED BASED ON THIS APPLICATION.

APPLICANT NAME: <small>(AS IT IS TO APPEAR ON POLICY INCLUDING DBA)</small>			
FEIN	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Individual <input type="checkbox"/> Other		
Mailing Address:			
Operations Address:			
Op Address #2:			
Website Address:	Inspection Contact:		
E-Mail Address:	Phone #:		
Description of Operations:			
Do you conduct any Operations or Businesses or Activities not covered under this application of insurance?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", please describe:			
List any subsidiaries you own:			
Proposed Effective Date:	Proposed Expiration Date:	Operating Season:	
Length of time In Business:	Total Management Experience in this type of Operation:		
*** If a new Venture or Operation, IT IS MANDATORY to submit a Resume or a Summary of Qualifications ***			
Is this a new venture or operation?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Has Your Insurance Ever Been Cancelled or Non-Renewed?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes - Please explain:			
Lay Up Period:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date From:	Date To:
Submission requirements for all Operations:			
<input type="checkbox"/>	Copies of Advertising Materials:		
<input type="checkbox"/>	Copy of the Waiver/Release forms signed by all participants		
<input type="checkbox"/>	Safety Guidelines and/or Safety Program Manual Provided to your Staff		
<input type="checkbox"/>	5 Years of Loss Runs from Prior Carriers		
<input type="checkbox"/>	Copies of USCG licenses, instructor certifications, & CPR FIRST AID CERTIFICATIONS		

PRIOR CARRIER INFORMATION			
NAME OF COMPANY	POLICY DATES	PREMIUM	LOSSES

HAVE YOU HAD ANY INCIDENTS OR CLAIMS IN THE PAST 5 YEARS: <input type="checkbox"/> YES / <input type="checkbox"/> NO (If yes please provide details below)	
	\$
	\$
	\$

REVENUE BREAKDOWN FOR ALL ACTIVITIES	
Total Instructional/Rental \$ Receipts for the Last 12 months:	All other \$ receipts:
Explain Other Receipts:	

Estimated Instructional/Rental \$ Receipts for the Next 12 Months:	All other \$ receipts:
Explain Other Receipts:	

ALL OPERATIONS MUST BE DECLARED – Please check operations that APPLY

EXPOSURE	ACTIVITIES COVERED	INSTRUCTIONAL REVENUE	ALL OTHER (Rentals or otherwise)
<input type="checkbox"/>	Board Surfing		
<input type="checkbox"/>	Kite Surfing / Windsurfing / Snow Kiting (Circle)		
<input type="checkbox"/>	Water Ski / Wakeboarding		N/A
<input type="checkbox"/>	Jet Pack / FlyBoard		N/A
<input type="checkbox"/>	Parasailing	N/A	
<input type="checkbox"/>	Jet Ski Rentals	N/A	
<input type="checkbox"/>	Motorized Boat Rentals	N/A	
<input type="checkbox"/>	Non-Motorized Boat Rentals	N/A	
<input type="checkbox"/>	Misc Property Rentals	N/A	
<input type="checkbox"/>	Dive/ Excursion Vessel	N/A	
<input type="checkbox"/>	Brokerage/Booking of Trips (attach certificates for all ventures for whom you Sell, Book, or Broker activities)	N/A	
<input type="checkbox"/>	Retail Sales (T-shirts, hats, sunglasses, photos, etc.)	N/A	

GENERAL OPERATIONS INFORMATION

1. Are all guests, clients, students required to sign a Release of Liability prior to participating in the activity? Yes No
2. Do you cross-check waiver signature with identity? Yes No
3. Do you require guests, clients, students to complete a health & physical fitness form or declare their fitness? Yes No
4. Are any operations conducted outside the United States? Yes No
 If "yes", what % of receipts related to international operations: % _____
 Do you require Travel Accident/Medical coverage be purchased? Yes No
 If "no", do you require participants to confirm that their health insurance carrier covers them internationally? Yes No
5. Do you check weather forecast/conditions prior to the commencement of any activities or trips to ensure client safety? Yes No
6. Do you hire concessionaires, independent contractors or subcontractors? Yes No
 If "yes", for what activities or duties? _____
 If "yes", do you obtain proof of insurance with additional insured status from them? Yes No
7. Do you provide on the job training or tryouts for individuals PRIOR to hiring them as employees? Yes No
 If "yes", do you require them to sign a special waiver prior to allowing them to train or try out? Yes No
8. Do you have a formal written PROCEDURE & TRAINING manual for your operations? Yes No
9. Is there at least one supervisor, site manager, or employee on duty at all times that holds a CPR/1st Aid Certification? Yes No
10. Have you or any operators had their driver's license either revoked or suspended in the past 3 yrs? Yes No
 If "yes", explain: _____
11. Do you report ALL INCIDENTS regardless of severity to your insurance company immediately? Yes No
12. Do you sell products that you manufacture, install or assemble? Yes No
 If "yes", explain: _____
13. Are there any attractive nuisances on the premises (playgrounds, ponds, machinery, or other structures)? Yes No
 If "yes", please list all: _____
14. In the last 5 years, have you been engaged or are presently engaged in a similar business operation under another business name? Yes No
 If "yes", business name, start/end date, & location: _____
15. Are background checks completed on all employees? Yes No
 If no, are background checks completed on employees who work with minors? Yes No
16. Are employees cross-checked on the National Sex Offender Registry? Yes No
17. Do you own or utilize any mobile equipment* in your operation (e.g. golf carts, ATV's, tractors, etc.)? Yes No
**Mobile Equipment does not include jet skis.*
 If "yes", list mobile equipment: _____
18. Do you & your employees and/or crew participate in a USCG approved drug & alcohol testing program? Yes No
19. Do you broker or book trips for other vendors? Yes No
 If "yes", do you have a written contract with the vendors you book for? – **SEND COPY** Yes No
 If "yes", are you listed as an additional insured on the vendors insurance? Yes No
 If "yes", please list all activities you make bookings for: _____

CAPTAIN / CREW / PERSONNEL					
NAME	POSITION	AGE	USCG LICENSED	CERTIFYING KITESURFING ORG	EXP DATE for USCG or CERTIFYING ORG

ADDITIONAL INSURED (As they are to appear on the Policy)					Check Here if None: <input type="checkbox"/>	
Name	Address	Relationship to you	Excess Required	Occ Limit	Agg Limit	
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Yes <input type="checkbox"/> No			

LOSS PAYEE (As they are to appear on the Policy):				Check Here if None: <input type="checkbox"/>	
Mortgagee	Address	Loan #	Boat # or Name		

It is hereby agreed and understood that this application for insurance is subject to review by underwriting. Coverage is not bound until submission for insurance is accepted by First Flight Insurance Group, Inc., all signed forms are in place, AND the total required deposit premium has been paid in full. Coverage will be confirmed with a signed binder or policy, as issued by First Flight Insurance Group, Inc. No other entity or agent has the right to bind coverage or issue a binder or a certificate of insurance for coverages submitted under this application.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER 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 THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

_____ Date: _____
Applicant's Signature

_____ Applicant's Title: _____
Applicant's Printed Name

PARASAIL SUPPLEMENTAL

APPLICANT NAME:

(AS IT IS TO APPEAR ON POLICY INCLUDING DBA)

OPERATIONS, LOCATION, & EQUIPMENT INFORMATION

1. How many years have you been in the Parasail industry?

2. How many years have owned and operated a Parasail business?

3. Please check the type of Parasail operation:

Winch Platform* Off the Beach* Other*

If (*), please explain in detail:

4. Do you allow tandem flights?

Yes No

If yes, please explain in detail:

5. What % of flights are tandem?

____%

6. What % of flights are triple?

____%

7. Do you allow dipping?

Yes No

If yes, please explain in detail:

8. Do you have chase vessels in operation at all times?

Yes No

9. What is the age allowed for participants?

Min ____ Max ____

10. Please describe your navigational area?

Please select one of the following for operating loc 1:

Lake River Ocean Bay Other

Please select one of the following for operating loc 2:

Lake River Ocean Bay Other

11. When do you require PFD's be worn? (e.g. at all times, only when in the chute, all minors, etc.)

12. Do you use a bowline knot or a splice and soft shackle?

Bowline Knot Splice & Soft Shackle

13. How often is the splice and soft shackle replaced?

14. Who replaces the splice and soft shackle and what are their qualifications?

15. How often is the tow line trimmed?

15a. Do you allow label and keep line trimmings for life of towline?

Yes No

16. What is the maximum tow line length? (ft)

17. What is the tow line diameter?

18. What is the tensile strength? (lbs)	
19. Who manufactured the towline?	
20. How many rotations are conducted before the tow line is changed?	
21. How often is the winch block Inspected?	
22. How often are the harnesses inspected?	
23. At what wind speed do you cease operations?	
24. Please note the sizes of chute used: Min _____ Max _____	
25. Do you keep weather, equipment inspection and maintenance logs?	<input type="checkbox"/> Weather <input type="checkbox"/> Equipment Inspection <input type="checkbox"/> Maintenance
26. Describe in detail your maintenance procedures for Parasail equipment:	
27. Describe in detail your maintenance procedures for the boat(s) including the winch:	
28. Describe how weather conditions are monitored (weather apps, tv, radio, etc.):	
29. Identify your real time weather device:	
30. Describe the procedure for medical emergencies PRIOR TO emergency personnel arriving on scene (EMT, USCG, etc.). Attach a copy of written procedure with application.	
31. Do you have a runaway canopy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
32. Do you have a sea anchor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
33. Do you have an oversized anchor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
34. Do you utilize a safety briefing video?	<input type="checkbox"/> Yes <input type="checkbox"/> No
34a. Does every participant watch the video prior to departure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
35. Have you attended a safety seminar within the last 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Identify the seminar:	
36. Are your vessels registered with the USCG?	<input type="checkbox"/> Yes <input type="checkbox"/> No
37. Have your vessels ever had any infractions against them?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, explain:	

*Attach a copy of your procedures manual and/or provide a detailed description of your operations from the time the participant **arrives** until the participant **departs**.*

COVERAGE REQUESTED

Hull & Machinery	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of Parasail Vessels:	Total Value:
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Shuttle Boat Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of Shuttle Boats:	Shuttle Hull Coverage (Value):
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Are shuttles used to transport passengers? Yes No

Crew Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of Crew Covered:	Number of Passengers:	Does any crew have pre-existing health conditions: Yes <input type="checkbox"/> No <input type="checkbox"/>
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Crew Limits of Liability Required:	<input type="checkbox"/> 100,000	<input type="checkbox"/> 300,000	<input type="checkbox"/> 500,000	<input type="checkbox"/> 1,000,000
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SCHEDULE OF WATERCRAFT & SHUTTLE BOATS
***Physical Damage is not provided unless requested – Enter Market Value and Check for Yes
 If leased, we require a copy of the lease agreement

#	YEAR	MFG/MODEL	HULL ID #	VESSEL NAME (if applicable)	LGTH	OWNED OR LEASED*	MARKET VALUE	PHYSICAL DAMAGE COVERAGE*
1						<input type="checkbox"/> O <input type="checkbox"/> L		<input type="checkbox"/> Yes <input type="checkbox"/> No
2						<input type="checkbox"/> O <input type="checkbox"/> L		<input type="checkbox"/> Yes <input type="checkbox"/> No
3						<input type="checkbox"/> O <input type="checkbox"/> L		<input type="checkbox"/> Yes <input type="checkbox"/> No
4						<input type="checkbox"/> O <input type="checkbox"/> L		<input type="checkbox"/> Yes <input type="checkbox"/> No
5						<input type="checkbox"/> O <input type="checkbox"/> L		<input type="checkbox"/> Yes <input type="checkbox"/> No
6						<input type="checkbox"/> O <input type="checkbox"/> L		<input type="checkbox"/> Yes <input type="checkbox"/> No
7						<input type="checkbox"/> O <input type="checkbox"/> L		<input type="checkbox"/> Yes <input type="checkbox"/> No
8						<input type="checkbox"/> O <input type="checkbox"/> L		<input type="checkbox"/> Yes <input type="checkbox"/> No
9						<input type="checkbox"/> O <input type="checkbox"/> L		<input type="checkbox"/> Yes <input type="checkbox"/> No
10						<input type="checkbox"/> O <input type="checkbox"/> L		<input type="checkbox"/> Yes <input type="checkbox"/> No

TRAILER INFORMATION (Complete if coverage desired)

#	YEAR	MFG / MODEL	VIN	MARKET VALUE
1				
2				
3				
4				
5				

REFERENCES for PARASAIL CAPTAIN(S)

INSTRUCTIONS

1. Complete this form for ALL new captains. Please provide names of the contacts who can answer questions about your parasail captain(s) training and experience.

2. Attach a resume of experience for the captain to their reference form.

CAPTAIN NAME: _____

Has this captain completed his 500 rotations required by ASTM standards?

Yes No

INITIAL PARASAIL TRAINING

Parasail Company:	_____
Contact Person	_____
Phone # or Email:	_____

PARASAIL REFERENCE #1

Parasail Company Name:	_____
Owner/Mgr Name:	_____
Owner/Mgr Phone/Email:	_____
Position:	<input type="checkbox"/> Captain <input type="checkbox"/> Mate <input type="checkbox"/> Other If Other, explain: _____
Length of Employment:	_____

PARASAIL REFERENCE #2

Parasail Company Name:	_____
Owner/Mgr Name:	_____
Owner/Mgr Phone/Email:	_____
Position:	<input type="checkbox"/> Captain <input type="checkbox"/> Mate <input type="checkbox"/> Other If Other, explain: _____
Length of Employment:	_____

PARASAIL REFERENCE #3

Parasail Company Name:	_____
Owner/Mgr Name:	_____
Owner/Mgr Phone/Email:	_____
Position:	<input type="checkbox"/> Captain <input type="checkbox"/> Mate <input type="checkbox"/> Other If Other, explain: _____
Length of Employment:	_____

I understand that as a pre-condition to my employment with _____ ("parasail company"), the references I have provided will be checked by the parasail company and/or its insurer, insurance agent, or other agent, and other inquiries may be made; I hereby authorize same. I hereby verify that the information I have provided is truthful and accurate. I understand that to the extent that the parasail company, its insurer, insurance agent, or other agent are not satisfied with the feedback they receive from my references or other sources, I may not be offered employment by the parasail company. I hereby authorize the aforementioned reference check and other inquiries and acknowledge that the choice to offer employment to me is solely the choice of the parasail company and may be contingent on the willingness of the parasail company's insurer to insure me.

CAPTAIN SIGNATURE

PRINTED NAME

DATE

PARASAIL - MINIMUM ELIGIBILITY REQUIREMENTS – PLEASE READ CAREFULLY

**BY AFFIXING MY INITIALS, APPLICANT AGREES TO ADHERE TO EACH OF THE FOLLOWING MANDATORY REQUIREMENTS FOR BOTH OBTAINING AND MAINTAINING INSURANCE COVERAGE
ADHERENCE TO THESE GUIDELINES IS MATERIAL TO THE ISSUANCE OF INSURANCE COVERAGE**

ALL OPERATIONS - ALL APPLICANTS MUST INITIAL STATEMENTS

*** PLEASE READ EACH AND EVERY REQUIREMENT CAREFULLY ***

No.	Initials	Requirements
1		Your managers, employees, instructors, crew and/or captain shall possess all relevant skills and knowledge of your operation and its activities including, but not limited to: A. Following established guidelines for safe operating procedures B. Proficiency in emergency techniques C. Understanding all following all instructions for the proper use of safety equipment D. When to notify appropriate medical personnel
2		Your managers, employees, instructors, crew and/or captain must be current in CPR and First Aid.
3		The captain shall be responsible to evaluate and determine that weather conditions are favourable for operation. Operator shall not knowingly operate in rain, fog, squalls, blizzards or during a known lightning storm within 5 miles from the parasailing area.
4		Operator shall not knowingly conduct activities during a small craft warning alert, unless operating within a protected or partially protected area not impacted by the warning, and/or when a storm frontal system is approaching within 7 miles from the operating area.
5		All operators are required to abide by all local, state, and federal laws, including USCG licensing when applicable. Activities shall not take place without first informing nearby authorities in accordance with local regulations, where applicable.
6		Passengers and participants shall be given a safety briefing prior to departure and before the activity commences. The captain shall ensure that this safety briefing is instructive, informative and capture the undivided attention of all passengers and participants, and shall include: A. A description of the activity. B. The safety precautions while underway. C. The procedure in the event of an unexpected emergency. D. The proper use of hand signals. It is the captain's responsibility to preclude any passenger or participant who appears to be afraid or intimidated prior to the activity.
7		All participants must wear USCG approved Type I, II, or III safety equipment at all times e.g. PFD's (personal floatation devises) whether required by the state or local law or not, while preparing to enter and while entering the harness, during the flight, and preparing to and while exiting the harness. All minor participants must wear USCG approved Type I, II or III according to state law.
8		If you do not own a rescue vessel, please provide your emergency plan in the comments section below. Initial here if you own a manned rescue vessel.
9		All equipment <u>must</u> be inspected daily, before the commencement of activities. Equipment that a reasonable and prudent person would consider damaged and/or worn so as to create a potential hazard to life or health, will <u>never</u> be used in the activity.
10		Parasail harness, passenger bars, and canopies shall be sent to the manufacturer every year to be overhauled and inspected. The manufacturer shall provide a letter or certification of the equipment inspection and endorsement for subsequent use. This maintenance shall be recorded in the maintenance log. A qualified captain/crewmember may conduct inspections in lieu of the manufacturer inspection; however, the inspection shall be done every 6 months, at a minimum, and recorded in the maintenance log.

11	Written logs of all inspections, maintenance and weather shall be maintained. Equipment maintenance logs are to include all Parasail equipment, individually identifying each piece of equipment by serial number or similar identifier, the date put into service, the date inspected, and the date retired if applicable. The equipment maintenance logs should also include the towline maintenance of inspecting, date and length of trimming.
12	Prior to participation in an activity, or prior to a participant boarding a watercraft, each participant and / or passenger <u>shall</u> be required to sign the RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and/or ACKNOWLEDGEMENT OF RISK FORMS (hereinafter "Release") provided and approved by the carrier. In the event a participant or passenger is less than 18 years of age, both the participant and their parent or legal guardian must sign the Release. All Releases must be held on file for a minimum of five (5) years.
13	You <u>will not</u> allow any passenger or participant to take part in the activity or board a watercraft when you know, suspect or believe that they are or may be under the influence of alcohol or drugs.
14	You <u>will not</u> allow any passenger or participant to take or consume alcohol or drugs during the activity or while on board the watercraft.
15	All vendors or subcontractors shall maintain a current certificate of insurance with your business named as "Additional Insured" and with a minimum limit of \$1,000,000.
16	The covered vessel is winch equipped and designed specifically for Parasail towing, Parasail take-offs and Parasail landings.
17	All boats must be equipped with a VHF radio and/or other reliable communications. Channel 16 should also be monitored at all times.
18	The winch towline must be polyester with a minimum tensile strength of 6,000 lbs.
19	Each active towline that uses a bowline knot will be inspected daily for damage and will be trimmed two (2) feet in length every seven (7) days or 100 flights, whichever comes first. Each active towline that uses a splice & soft shackle will be inspected daily for damage. The soft shackle will be replaced every 500 rotations and the splice will be replaced every 1,000 rotations.
20	It shall be the captain's responsibility to ensure that the covered parasailing vessel is maintained and equipped in a " seaworthy " condition at all times. The vessel will be inspected daily. You will keep a written log of all inspections and maintenance. " Seaworthy " means properly constructed, suitably prepared, competently manned (a captain and crew of good character and nautical skill), properly laden, sufficiently strong, staunch and competently equipped (cables, anchors, water, fuel, lights, etc.) with appropriate equipment to allow it to safely engage in the trade and voyage intended.
21	You shall not operate when sustained wind speed <u>exceeds</u> 20 miles per hour / 17.5 knots in the operational area.
22	Under no circumstances will you operate with a parasailing canopy smaller than 24ft. or larger than 42 ft.
23	You shall not operate when the total passenger (or passenger's) weight is under the manufacturer specifications for the specific size chute they are flying in or total weight exceeds 450lbs.
24	You <u>will not</u> operate tandem flights with more than three (3) passengers.
25	The maximum vertical altitude for parasail operations are limited to a vertical AGL (above ground/water level) height not to exceed: A. 300 feet* - for inland waters which are either fresh water or entirely surrounded by land and unconnected to the sea except by rivers or streams. B. 500 feet* – for near coastal waters or bodies of salt water not entirely surrounded by land. *Consideration is given to the fact that the towline is not usually a straight vertical line from boat to chute.

26		<p>You <u>will</u> maintain the following distances from shore while operating the chute: For offshore wind conditions, maintain a minimum of 1,000 ft distance from shore. For onshore wind conditions, maintain a minimum: 1,000 ft. distance from shore for wind speed of 0-5mph. 1,000 + 1 times the line length, when the wind speed is 6-10 mph (e.g. 1,000' of line / 2,000' from shore) 1,000 + 2 times the line length, when the wind speed is 11-15 mph (e.g. 1,000' of line / 3,000' from shore) 1,000 + 3 times the line length, when the wind seed is 16-20 mph. (e.g. 1,000' of line / 4,000' from shore)</p>
27		<p>When operating in <u>coastal</u> waters as described above (25.B.), there shall be a minimum of two (2) crew, which must include a USCG certified Captain on board the covered vessel.</p>
28		<p>When operating in <u>Inland</u> waters as described above (25.A.) there shall be a minimum of two (2) crew, one of which being a Captain. The Captain must have a minimum of ninety (90) days experience <u>AND</u> thirty (30) days behind the helm. ("day" is defined by USCG Standards as a minimum of 4 hours).</p>
29		<p>For inland or coastal waters, you <u>shall not</u> operate prior to sunrise or after sunset.</p>
30		<p>Dipping – If dipping participants in the water you shall have written procedures for this activity including: A. Weather conditions B. Maximum distance of participants from the vessel C. Vessel Speed D. Controlling Descent E. Level of immersion in the water F. Duration of immersion G. Training requirements for crew performing this activity</p>
31		<p>You <u>will not</u> use any electronic device for personal use while operating a parasail vessel. Personal use includes but is not limited to texting, talking, or use of social media, while operating a parasail vessel.</p>
32		<p>Each captain must acknowledge and agree to these eligibility requirements prior to operating a parasail vessel and must be submitted First Flight Insurance Group, Inc. for acceptance. The captain acknowledgement and agreement to these requirements will affix to this application as part of the insurance policy.</p>
TUBING – SPECIFIC REQUIREMENTS		
33		<p>You <u>will</u> only use tubes that are approved by the carrier and listed on the watercraft schedule in your policy.</p>
34		<p>You <u>will</u> utilize a tow rope with a tensile strength of at least 4,100 pounds at all times with a length of at least 50 feet not to exceed 65 feet.</p>
35		<p>You <u>will not</u> operate the towing vessel at a speed greater than 20 miles per hour or the speed recommended by the manufacturer, whichever is less.</p>
36		<p>You <u>will not</u> whip the tube and riders.</p>
37		<p>Tube manufacturer recommendations for maximum number of participants and maximum speed will be adhered to.</p>
38		<p>Tow Ropes must be inspected daily. Tow ropes that are sun faded or frayed must be replaced immediately.</p>
39		<p>No more than two tubes will be pulled at one time.</p>

40	An appointed secondary lookout shall be required at all times while towing operations are conducted. It shall be the responsibility of the captain to appoint a designated secondary lookout. In addition, the captain shall ensure that the lookout is at all times monitoring the passengers while towing operations are conducted. The lookout shall be a minimum of 16 years of age and shall be located either on-board the tow vessel or stationed at the furthest aft seating position on the towing vessel.
41	All participants <u>must</u> be issued a USCG approved Type I, II, or III safety equipment at all times e.g. PFD's (personal floatation devises) whether required by the state or local law or not.

IN THE EVENT YOU ARE UNABLE TO INITIAL ANY SECTION ABOVE, PLEASE PROVIDE AN EXPLANATION OF THE ALTERNATIVE PROCEDURE THAT YOUR OPERATION IS UNDERTAKING BELOW. THIS WILL BE SUBMITTED TO THE CARRIER FOR APPROVAL

No.	Explanation and Comments:

I understand that First Flight Insurance Group, Inc. for the insuring carrier, 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.

By signing this application below, you are attesting to the accuracy and completeness of the information being provided in response to the questions set forth above.

 APPLICANT'S SIGNATURE & TITLE

 PRINTED NAME & TITLE

 DATE

IMPORTANT INSTRUCTIONS - PARASAIL

(TO BE READ IN CONJUNCTION WITH THE ELIGIBILITY REQUIREMENTS)

The proper and professional operational conduct, presentation, completion and keeping of records, are important considerations if the desired protection is to be afforded a practicing professional by the RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT provided and approved by the insurance carrier. To ensure the operation is conducted with utmost integrity, and that the above-completed agreement and other policy documents will be most valuable to you in case a claim of negligence is made against you, follow these steps.

Under no circumstances should any forms or documents be used by You that have not been provided and approved by the insurance carrier.

1. Instructions

Webster's New Universal Unabridged Dictionary © 1994 defines "safe" as, "1. secure from liability to harm, injury, danger, or risk: a *safe place*." Clearly Parasailing is not safe! One of the attractions of Parasailing is the adventure and "danger" of the activity.

We can make Parasailing "safer." We can minimize risk. In concept, every Parasailing excursion is in reality a risk management program, in that, we develop the attitude, skills and knowledge necessary for the participant to participate in an adventure activity while minimizing the risks thereof.

Utmost professional conduct is required of you and any employees aboard the parasail vessel, at all times. Both Captain and Crew should be properly trained and advised in personal relations, so as to be able to deal with any eventuality whilst conducting Parasail operations.

Should an incident occur, keep all opinions, comments and jokes until after the excursion. You should know how to speak with participants, when to speak and when NOT to speak. Any conversation should encourage the participant and portray the operator and crews' integrity, professionalism and sincerest interest in the participant's safety. An aggrieved participant will cost you money.

Keep and maintain an 'Incident Log' on board the parasail vessel, to capture facts and details of **ANY** incident or unfortunate occurrences during parasailing activities. You should have copies of the 'Incident Report' form provided in your policy and approved by the insurance carrier on board the parasail vessel for this very purpose. Irrespective of whether injury is sustained or not, incidents that occur during parasailing activities should be reported to your insurance carrier **IMMEDIATELY** in accordance with the 'Claim (Incident) Notification & Reporting Clause' provided in your policy. This will allow the insurance carrier to begin any investigation necessary to protect you and the insurance carrier.

Ensure that the participants have correctly completed and signed the 'Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement' form, provided and approved by the insurance carrier (refer to No. 4 and 5 of this document), prior to embarkation or boarding the vessel.

2. Explain

An individual must be cognizant of the risks of an activity, for which they are being asked to accept responsibility. Ensure the participants have read and understand the 'Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement' provided and approved by the insurance carrier, to all participants prior to boarding the vessel.

Ensure that a safety briefing is conducted in accordance with 'Section 15' of the 'Parasail Eligibility Requirements, prior to embarking or boarding the vessel, fully explaining the risks associated with Parasailing and the planned activity so that individuals can make an informed decision to accept responsibility for their own safety.

Ensure all have correctly completed and signed the 'Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement' form provided and approved by the insurance carrier and have had all documents fully explained.

3. Answer Questions

Leave ample time to ask for and answer any questions regarding the 'Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' form provided and approved by the insurance carrier, the Safety Briefing and the risks of the planned activity. Refer to 'No. 1', as the reason releases are necessary. A question and answer session should be prompted and conducted immediately prior to embarkation or boarding the vessel.

4. Accuracy

It is important from a legal perspective that those named in the 'Release of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' form provided and approved by the insurance carrier; Owner, Vessel and other entities, be identified by their full legal names (middle initials are acceptable). Do not use nicknames for the above or other variations like 'Jimmy' for 'James'. Also, list each Owner or Vessel by name. Waiver and release agreement wording is based upon recent legal developments and legal counsel's review and must not be altered in any way.

5. Complete

The entire 'Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement' form provided and approved by the insurance carrier, must be fully and accurately completed.

6. Timing

Participants must be given an opportunity to withdraw from the activity should they not wish to accept the risks and responsibility of the activity. This decision to participate or not must be theirs and be free from coercion or penalty – monetary or otherwise. Therefore, it is important that the release agreement review session be scheduled as far in advance of the planned activity as is possible.

7. Record keeping

All records relating to individual participants shall be retained for a minimum of five (5) years. These records should include, but not be limited to: The 'Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement' form provided and approved by the insurance carrier.

8. Producing the waiver agreement in the event of a claim

It is required, upon request by the Insurer or its representatives, that you be able to provide an original, completed, properly executed; 'Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement' form provided and approved by the insurance carrier. This is expressed in the warranties of the insurance policy.

9. In Case of an incident

Refer to the 'Incident Report Form', 'Your Duties In The Event Of A Loss, Occurrence, Claim Or Suit' and the 'Claim (Incident) Notification And Reporting Clause'. There you will find Incident management guidelines and a report form. Direct your completed report form and any questions you may have directly to the named individual detailed in the 'Claim (Incident) Notification & Reporting Clause' in your policy. Doing so establishes attorney-client privilege. Submit a complete report as soon as possible as described above.

10. Monetary impact from executing proper procedures and use of forms

A properly executed 'Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement' provided and approved by the insurance carrier protects you, the Association and the insurance carrier from claims made against you. The lack of same can result in significant monetary losses to all involved and could result in a restriction or denial of your coverage because of your violation of the policy's warranty regarding waiver.

I have read these instructions, understand them, and I agree to abide by them at all times.

APPLICANT'S SIGNATURE & TITLE

PRINTED NAME & TITLE

DATE

FIRST FLIGHT AND UNDERWRITERS ANTI-FRAUD STATEMENT

THIS ANTI-FRAUD STATEMENT IS AN INTEGRAL PART OF YOUR APPLICATION FOR INSURANCE AND ANY INSURANCE POLICY THAT MAY BE ISSUED BASED ON THE INFORMATION PROVIDED. PLEASE READ THIS CAREFULLY

A person commits a fraudulent insurance act if that person knowingly and with intent to defraud or deceive any insurance company or other person either (a) files an application for insurance or statement of claim containing any materially false information, or (b) conceals information concerning any material fact in order to obtain an insurance policy or benefit under an insurance policy. A fraudulent insurance act is a crime. (In Oregon, a fraudulent insurance act may be a crime.) First Flight Insurance Group, Inc. and the Underwriters shall pursue prosecution of any fraudulent insurance act to the fullest extent of the law.

For residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement or claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

For residents of New Jersey, Arkansas, and New Mexico: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties. Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FOR RESIDENTS OF CALIFORNIA: FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

For residents of Colorado: 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 its agent who knowingly provides false, incomplete, or misleading information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to an insurance settlement or award shall be reported to the Colorado Division of Insurance.

For residents of 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.

For residents of New York: 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 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.

For residents of 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 a person to criminal and civil penalties.

For residents of Puerto Rico: Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For residents of 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.

For residents of Washington: It is a crime to knowingly provide false, incomplete, or misleading information to insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

The undersigned acknowledges having read this Anti-Fraud Statement.

Applicant _____

Date _____

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

(YOU MUST CHECK ONE OF THE BOXES TO PURCHASE OR EXCLUDE TERRORISM COVERAGE)

	I hereby ELECT to PURCHASE coverage for acts of terrorism for a prospective premium of 15% of premium quoted .
	I hereby ELECT to have coverage for acts of terrorism EXCLUDED from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.
Policyholder/Applicant's Signature	DATE
Print Name	MULTIPLE Syndicate on behalf of certain Underwriters at Lloyd's