



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.

## BICYCLE OPERATIONS DISCOVERY QUESTIONNAIRE

### THIS IS FOR QUOTATION PURPOSES ONLY – THIS IS NOT A BINDER

PROPOSED EFFECTIVE DATE: \_\_\_\_\_

#### General Information

1. Applicant (as it would appear on the coverage contract): \_\_\_\_\_
2. Doing Business As: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Contact Person: \_\_\_\_\_ Years Experience: \_\_\_\_\_  
Contact Person is:  Owner  Manager  Promoter  Management  Other: \_\_\_\_\_
5. Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_
6. Web Address: \_\_\_\_\_ E-mail: \_\_\_\_\_
7. Is this a new business?  Yes  No If now, how many years have you been in business? \_\_\_\_\_
8. Insured is:  Individual  Corporation  Partnership  Joint Venture  Other: \_\_\_\_\_
9. Length of season: \_\_\_\_\_

#### Insurance History

10. Who was your last or is your current insurance carrier? \_\_\_\_\_
11. What is or was your annual premium? \_\_\_\_\_
12. Describe your claims and loss history: \_\_\_\_\_  
\_\_\_\_\_

#### Safety Practices

**NOTE:** Please attach a list of guides, ages, and experience and include resumes of key personnel.

13. Do you keep maintenance logs on each bicycle?  Yes  No If yes, please enclose samples.
14. Are participants required to wear helmets?  Yes  No
15. Are participants familiarized with and required to practice accepted laws of the road?  Yes  No
16. Do Guides carry basic repair kits and first aid kits?  Yes  No
17. Are you a member of any professional organizations?  Yes  No If yes, please list: \_\_\_\_\_  
\_\_\_\_\_

**Activity Breakdown/User Days**

Description of Activity	Annual # of Guests or Participants	X	Number of Days Each Person Participated	=	Total User Days
Mt. Bike Day Trips – Guided		X		=	
Mt. Bike Day Trips – Unguided		X		=	
Mt. Bike Overnights		X		=	
Street Bike Day Trips – Guided		X		=	
Street Bike Day Trips – Unguided		X		=	
Street Bike Overnights		X		=	
Livery Rental		X		=	

**Livery and Rental Additional Information** (all N/A's and No's must be explained)

- Are participants given maps and recommendations regarding routes and their difficulties?  Yes  No  
 N/A Explain: \_\_\_\_\_
- Are participants given a printed handout regarding safety and rules of conduct?  Yes  No  N/A  
Explain: \_\_\_\_\_
- Are minors (less than 18 years old) required to get their parents' signature on a liability release form and rental agreement before taking a bicycle?  Yes  No  N/A Explain: \_\_\_\_\_  
\_\_\_\_\_
- Is there a separate liability release form and rental agreement form?  Yes  No  N/A Explain: \_\_\_\_\_  
\_\_\_\_\_
- Is each bike sized to each renter?  Yes  No  N/A Explain: \_\_\_\_\_  
\_\_\_\_\_
- Is each renter given a basic orientation and instructions regarding the proper use of the bicycle?  Yes  
 No  N/A Explain: \_\_\_\_\_
- Would you be willing to pull any bicycle out of your livery fleet that is involved in an accident until it is examined by an independent investigator?  Yes  No  N/A Explain: \_\_\_\_\_  
\_\_\_\_\_
- Are there signs posted at your rental facility detailing safety rules and the assumption of risk?  Yes  No  N/A Explain: \_\_\_\_\_
- What are your rental fees? \$\_\_\_\_\_

**SPECIAL NOTE:** It is critical that the Association have a clear understanding of your operation. Also, this Coverage Contract does not cover booking trips for others. The member must request that the entities you book for name you as an additional Insured on their coverage.

## REPRESENTATIONS AND WARRANTIES

The "Applicant" is the party to be named as the "Insured" in any insuring contract if issued. By signing this Discovery Questionnaire, the Applicant for insurance hereby represents and warrants that the information provided in the Discovery Questionnaire, together with all supplemental information and documents provided in conjunction with the Discovery Questionnaire, is true, correct, inclusive of all relevant and material information necessary for the Association to accurately and completely assess the Discovery Questionnaire, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Association can and will rely upon the Discovery Questionnaire and supplemental information provided by the Applicant, and any other relevant information, to assess the Applicant's request for insurance coverage and to quote and potentially bind, price, and provide coverage; (ii) the Discovery Questionnaire and all supplemental information and documents provided in conjunction with the Discovery Questionnaire are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of an Discovery Questionnaire or the payment of any premium does not obligate the Association or any insurer to quote, bind, or provide insurance coverage; and (iv) in the event the Applicant has or does provide any false, misleading, or incomplete information in conjunction with the Discovery Questionnaire, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Association, and its agents, to gather any additional information the Association deems necessary to process the Discovery Questionnaire for quoting, binding, pricing, and providing insurance coverage including, but not limited to, gathering information from federal, state, and industry regulatory authorities, insurers, creditors, customers, financial institutions, and credit rating agencies. The Association has no obligation to gather any information nor verify any information received from the Applicant or any other person or entity. The Applicant expressly authorizes the release of information regarding the Applicant's losses, financial information, or any regulatory compliance issues to this Association in conjunction with consideration of the Discovery Questionnaire.

The Applicant further represents that the Applicant understands and agrees the Association: (i) may present a quote with a sub-limit of liability for certain exposures, (ii) may quote certain coverages with certain activities, events, services, or waivers excluded from the quote, (iii) will rate each quotation in the best interest of each Association member to the extent possible to meet the overall intent of the Association's program of insurance for all members, and (iv) offer several optional quotes for consideration by the Applicant for insurance coverage. In the event coverage is offered, such coverage will not become effective until the Association's accounting office receives the required premium payment, and the Applicant signs and returns the appropriate "Acknowledgement and Coverage Contract Receipt" form within 10 days of receiving an insurance coverage contract.

The Applicant agrees that the Association and any party from whom the Association may request information in conjunction with the Discovery Questionnaire may treat the Applicant's facsimile signature on the Discovery Questionnaire as an original signature for all purposes.

**IMPORTANT:** Each accepted Applicant is provided insurance as a participating member under a Master Group Policy of Insurance issued on behalf of the Worldwide Outfitter and Guides Association, a qualified "Purchasing Group" under the Risk Retention Act of 1986—Public Law 97-45. Master Group Policies have been issued to the Association, formed and governed by the laws, rules, and regulations of the State of Utah, to which members will be added as "Participating Members." The Association's program of insurance is a fully insured plan with an insurer permitted to provide insurance in each Association member's state of residence.

All coverage contract charges and service provider fees are minimum and fully earned as of the effective date of coverage. Membership in the Association is restricted to those whose business or activities are similar with respect to liability to which members are exposed by virtue of any common business, act, product, service, premises, or operations. The Applicant represents that the Applicant understands and agrees: (i) the Applicant's request for the Association to quote or otherwise effect coverage for the Applicant is without undue influence or incentive, (ii) the Applicant is individually procuring any insurance that may be provided as a participant in a Master Group Policy, where the benefits and coverage have already been approved by the Association's Purchasing Group, (iii) any coverage that may be provided will be provided under a Master Coverage Contract has been effected in the State of Utah as the state in which the Purchasing Group is organized and domiciled, and where the Association's Purchasing Group's principal office is located, (iv) all rules and regulations applicable to the individual or self-procurement of insurance will govern any coverage provided, and (v) the Applicant is individually responsible for the direct payment of taxes related to coverage provided in the Applicant's state of residence. Should taxes be made a part of any quotation provided by the Purchasing Group to the Applicant, the Association may, as an accommodation and convenience to the Applicant, collect and remit any tax collected to the tax collection agency in the member's state of residence.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Print Name