



ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD 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.

## WINTER OPERATIONS SUPPLEMENTAL 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: \_\_\_\_\_

### Operations

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

13. Where do activities take place? Explain: \_\_\_\_\_  
\_\_\_\_\_
14. What is the participant to guide ratio? \_\_\_\_\_ Maximum: \_\_\_\_\_
15. Do you inform the participants as to the proper cold weather clothing they should bring?  Yes  No  
Explain: \_\_\_\_\_
16. Are snow shovels carried on all trips?  Yes  No
17. Are guides familiar with the terrain and condition of the area?  Yes  No  
Explain: \_\_\_\_\_
18. Do guides have proper training and documentation of training in avalanche forecasting (digging snow pits, graphs, etc.) and avalanche search and rescue?  Yes  No  
Explain: \_\_\_\_\_
19. Do you utilize pieps or other avalanche transmitters?  Yes  No
20. Are guests instructed in the use of this equipment?  Yes  No
21. Do guides practice the use of pieps with participants?  Yes  No

22. Is all traveling done in single file?  Yes  No
23. Are signals used when the person in front of them is out of sight?  Yes  No  
Explain: \_\_\_\_\_
24. Are Releases and Assumption of Risk forms signed by all participants?  Yes  No  
Explain: \_\_\_\_\_
25. Are guides provided a list of participants prior to the trip and informed of any special needs?  Yes  No
26. What, if any, are the requirements for participants: age, health, etc.: \_\_\_\_\_  
\_\_\_\_\_
27. How far from emergency assistance do activities take place? \_\_\_\_\_
28. How does help get to an activity site in case of emergency? \_\_\_\_\_
29. How long could it take? \_\_\_\_\_
30. Do you maintain a log on equipment use, maintenance, and purchase dates?  Yes  No
31. 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
Guided Snowmobile Tours		X		=	
Guided Ski Tours		X		=	
Guided Winter Climbing		X		=	
Guided Winter Camping		X		=	
Other		X		=	

**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