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## BACKCOUNTRY SKI

NOTE: It is critical that Evolution Insurance Brokers have a clear understanding of your operation. Also, booking trips for others is not covered by this policy. The member must request the booking agency to name you as an Additional Insured on their policy.

### General Information

Proposed Effective Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ County: \_\_\_\_\_

Business Telephone Number: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

### Back Country Skiing

1. Please attach a list of guides, ages and experiences and include resumes of key personnel.
2. What elevations will you be operating at? \_\_\_\_\_
3. What is the average slope steepness of your skiing terrain? What is the steepest that you would operate on?  
\_\_\_\_\_
4. What is your average snowfall? \_\_\_\_\_
5. What is your forecasting source for weather conditions? \_\_\_\_\_
6. How do you keep track of current snow conditions? \_\_\_\_\_
7. How is current snow condition information transferred to guides who might not have been out for several days or more? \_\_\_\_\_
8. Do you maintain any weather stations or keep weather records? \_\_\_\_\_
9. Are guides involved in avalanche control work in the areas that you operate in? Describe. \_\_\_\_\_  
\_\_\_\_\_
10. List the required contents of guide's pack. \_\_\_\_\_  
\_\_\_\_\_
11. In case of an avalanche burial, describe your protocols for hasty search and probe line search if necessary:  
\_\_\_\_\_  
\_\_\_\_\_
12. Do you have access to avalanche dogs?  Yes  No
13. Can other professionals in the area be relied upon for search and rescue?  Yes  No
14. Describe your pieps maintenance program: \_\_\_\_\_
15. How are clients trained in pieps use? \_\_\_\_\_
16. What do you tell clients if the snow is horribly un-ski-able or unsafe? \_\_\_\_\_
17. Will you be using motorized transportation such as snowmobiles or snow-cats other than already described?  
 Yes  No
18. Do you have adequate lower angle terrain to use on bad days with safe access? \_\_\_\_\_  
\_\_\_\_\_

19. Provide copies of all brochures and promotional material, include all material which portrays your operations (articles, awards, achievements, etc.).

20. Please provide a copy of the Release and Acknowledgement of Risk Form each guest will read and sign.

21. Complete the following Activity Breakdown table.

DESCRIPTION OF ACTIVITY	ANNUAL # OF GUESTS/PARTICIPANTS	X	NUMBER OF DAYS PER PERSON	=	TOTAL USER DAYS
Back Country Skiing		X		=	
Heli-Skiing		X		=	
Sno-Cat Skiing		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 Application, the Applicant for insurance hereby represents and warrants that the information provided in the Application, together with all supplemental information and documents provided in conjunction with the Application, is true, correct, inclusive of all relevant and material information necessary for the Insurer to accurately and completely assess the Application, and is not misleading in any way. The Applicant further represents that the Applicant understands and agrees as follows: (i) the Insurer can and will rely upon the Application 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 Application and all supplemental information and documents provided in conjunction with the Application are warranties that will become a part of any coverage contract that may be issued; (iii) the submission of an Application or the payment of any premium does not obligate the 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 Application, any coverage provided will be deemed void from initial issuance.

The Applicant hereby authorizes the Insurer and its agents to gather any additional information the Insurer deems necessary to process the Application 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 Insurer 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 Insurer in conjunction with consideration of the Application.

The Applicant further represents that the Applicant understands and agrees the Insurer may: (i) present a quote with a Sub-limit of liability for certain exposures, (ii) quote certain coverages with certain activities, events, services, or waivers excluded from the quote, and (iii) 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 Insurer's accounting office receives the required premium payment.

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

The Applicant acknowledges that under any insuring contract issued, the following provisions will apply:

1. A single Accident, or the accumulation of more than one Accident during the Policy Period, may cause the per Accident Limit and/or the annual aggregate maximum Limit of Liability to be exhausted, at which time the Insured will have no further benefits under the Policy.
2. The Insured may request the Insurer to reinstate the original Limit of Liability for the remainder of the Policy period for an additional coverage charge, as may be calculated and offered by the Insurer. The Insurer is under no obligation to accept the Insured's request.
3. The Applicant understands and agrees that the Insurer has no obligation to notify the Insured of the possibility that the maximum Limit of Liability may be exhausted by any Accident or combination of Accidents that may occur during the Policy Period. The Insured must determine if additional coverage should be purchased. The Insurer is expressly not obligated to make a determination about additional coverage, nor advise the Insured concerning additional coverage.
4. The Insurer is herein released and relieved from any and all responsibility to notify the Insured of the possible reduction in any applicable Limit of Liability. The Insured herein assumes the sole and individual responsibility to evaluate, consider, and initiate a request for additional coverage or reinstatement of the annual aggregate Limit of Liability which may be exhausted by any single Accident or combination of Accidents during the Policy Period.

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

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

Applicant:

Agent/Broker:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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