

**WESTERN WORLD INSURANCE COMPANY**  
**TEXAS WILDLIFE ASSOCIATION, INC. – GENERAL LIABILITY PROGRAM APPLICATION**

Limits of Liability: GENERAL AGGREGATE - \$2,000,000.; PRODUCTS/COMPLETED OPERATIONS AGGREGATE – INCLUDED;  
 PERSONAL & ADVERTISING INJURY - \$1,000,000.; EACH OCCURRENCE - \$1,000,000.;  
 FIRE LEGAL - \$50,000.; MEDICAL EXPENSE - \$1,000.

**APPLICATION INFORMATION:**

NAME: (legal name as shown on lease agreement or property deed)						
MAILING ADDRESS:						
PROPOSED EFFECTIVE DATE:		FROM:			TO:	
FORM OF BUSINESS:						
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation	<input type="checkbox"/> Subchapter "S" Corporation	YEARS IN BUSINESS	
<input type="checkbox"/> Limited Corporation	<input type="checkbox"/> Not For Profit Org	<input type="checkbox"/> Other				

**PREMISES/LOCATION AND DESCRIPTION:**

Provide a detailed description of the premises to be covered and the amount of acreage you lease to hunters and/or others for recreational purposes. Include county name, location and driving directions to the property. Attach additional page(s) if necessary.

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**DESCRIPTION OF OPERATIONS: (complete all areas that apply in this section)**

Landowner leasing land to hunters or others for recreational purposes only	Annual Receipts:
Landowner leasing land to hunters or others for recreational purposes, to include Farming/Ranching operations	Annual Receipts
Landowner only – looking to insure Farming and Ranching operations	Total Acreage:
Lessee of property for hunting and/or recreational purposes	Total Acreage:
Outfitters or Guides	Annual Lease Payment:
Bed & Breakfast	Annual Receipts:

**PRIOR CARRIER INFORMATION:**

Do you currently have insurance for these exposures?  
 If yes, provide name of carrier: \_\_\_\_\_

**LOSS HISTORY:**

Have there ever been any incidents, claims, occurrences or losses related to hunting or recreational activities?  
 check here if NONE       check here if yes, attach description, including status and date of loss, amount paid or reserved

**GENERAL INFORMATION:**

YES	NO	Explain all "YES" answers
		1. Are you a <input type="checkbox"/> Lifetime <input type="checkbox"/> President's Council <input type="checkbox"/> Corporate <input type="checkbox"/> Patron <input type="checkbox"/> Family <input type="checkbox"/> Active Member of Texas Wildlife Association (Only these membership categories are eligible for coverage under this program)
		2. If you are not the landowner, are you required to provide coverage to the landowner? If yes, provide full name and mailing address of landowner :
		3. Is there a swimming pool on the premises?

**ADDITIONAL EXPOSURES:**

YES	NO	If you respond "YES" to any of the following questions, PLEASE PROVIDE FULL AND COMPLETE DETAILS ON A SEPARATE SHEET OF PAPER AND SUBMIT TO COMPANY FOR A QUOTE.
		A. Is there any fishing on <u>OTHER</u> than interior waters?
		B. Is lodging provided <u>OTHER</u> than in conjunction with hunting or other recreational activities?
		C. Are any Tournaments or Special Events held?
		D. Any water-skiing, tubing, river rafting or other water activities (other than a swimming pool)?
		E. Is any ammunition reloading done by the applicant for others?
		F. Is any ammunition sold that is not commercially manufactured?
		G. Is there any rental or loaning of firearms?
		H. Is there any sale or repair of firearms for others?
		I. Is any cave exploration or rock climbing done?
		J. Any use, ownership, operation or maintenance of any boat with or without motor UNDER 50 H.P.? Please list if answer is yes as they must be scheduled on policy. (Any boat with motor OVER 50 H.P. IS NOT eligible for coverage.)
		K. Are you looking to insure for anything other than the following acceptable exposures?: Hunting, Farming and/or Ranching, Nature study or observation, Camping/Lodging, Hiking, Photography, Picnicking or Fishing. If so, provide details.
		L. Are ATV's used for other than transportation to or from the site of the acceptable activity stated in "K" above?

The applicant agrees, represents and warrants that the statements and information contained in the application for insurance, including all statements, information and documents accompanying or relating to the application are accurate and complete and no facts have been suppressed, omitted or misstated. Failure to fully disclose the information requested in the application for insurance, whether by omission or suppression, or any misrepresentation in the statements, information and documents accompanying or relating to the application, renders coverage for any claim(s) null and void and entitles us to rescind the policy from its inception.

Signature of Applicant: \_\_\_\_\_ Title \_\_\_\_\_

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

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

\*Signing this application does not bind the applicant or the company to complete the insurance. Premium is fully earned when the Insurance Company does bind coverage. In the event the insured cancels the coverage, there will be no return premium.

Please attach:

- (1) Copy of lease agreement which must contain favorable HOLD HARMLESS wording.
- (2) Terrorism Form WW405D

Mail to: Mike Dinn Independent Insurance Center, 1739 Citadel Plaza, San Antonio, TX 78209  
 PHONE: (210) 821-5080 TOLL FREE: 1-888-821-5080 FAX: (210) 805-1290

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

This disclosure notice applies to insurance provided under the following:

COMMERCIAL GENERAL LIABILITY INSURANCE  
COMMERCIAL PROPERTY INSURANCE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State, 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 certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of any effort to coerce the civilian population of the United States or to influence the policy or effect the conduct of the United State Government of coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT 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 GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED CONTAINS A \$100 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 \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS' EXCEED \$100 BILLION, YOU COVERAGE MAY BE REDUCED.

ACCEPTANCE OR REJECTION OF CERTIFIED ACTS OF TERRORISM INSURANCE COVERAGE

I hereby **DECLINE TO PURCHASE** Terrorism Coverage. I understand that I will have no coverage for losses resulting from acts of terrorism.  
(CHECK ONE)

I hereby **ELECT TO PURCHASE** Terrorism Coverage for a prospective premium of 5% of the policy Premium subject to a \$105.00 minimum (includes taxes and fee)

Account Name

Certificate Number

X \_\_\_\_\_  
Policyholder/Applicant's Signature

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

X \_\_\_\_\_  
Date

Western World Insurance Company – Tudor Insurance Company – Stratford Insurance Company  
400 Parson's Pond Drive Franklin Lakes, NJ 07417-2600  
Telephone: (201) 847-8600

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RELEASE OF LIABILITY  
AND  
ACKNOWLEDGMENT AND ACCEPTANCE  
OF DANGERS, RISKS, AND HAZARDS  
OF HUNTING LEASE

I hereby acknowledge that I have knowingly and willingly entered a Hunting Lease Agreement, or become a party bound by the terms and conditions of a Hunting Lease Agreement by and between \_\_\_\_\_, and \_\_\_\_\_, dated \_\_\_\_\_, I understand the terms, provisions and conditions of the Hunting Lease Agreement and will abide by its terms, provisions and conditions.

I further acknowledge and understand that no warranty, either expressed or implied, is made by the Lessor as to the condition of the hunting lease (hereinafter the leased premises) located in \_\_\_\_\_, County, TX or any roads, buildings, gates or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards do exist. My presence and activities on the leased premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to; poisonous snakes; insects and spiders; blinds and tree stands, whether or not erected by Lessor; erosion and general condition of the land, both on and off roadways or senderos, creating rough, hazardous and dangerous driving and walking conditions; animals, both wild and domestic that may be diseased and/or potentially dangerous; deep water; person(s) with firearms both on or off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risk and hazards.

In consideration for the right to enter leased premises, I hereby release and agree to protect, indemnify and hold harmless the Ranch Owner/Lessor and any second party lessee, leasing to a third party lessee, his or her respective agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorney's fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises and all improvements thereon, whether or not caused by the Lessor's negligence or gross negligence. This release applies during the time that I am permitted on the leased premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Lessor or his/her respective heirs, agents, representatives, employees, successors or assigns.

As used in this release, the terms I, *my person* and *myself* include minors in my care while on the leased premises.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_,  
(Day) (Month) (Year)

\_\_\_\_\_  
(Hunter's Signature)

\_\_\_\_\_  
(Hunter's Printed Name)

Hunter's Address:

**THIS IS OFFERED AS A SAMPLE ONLY**  
**YOU MAY ALTER TO FIT YOUR OPERATIONS.**