



FITNESS SERVICES LIABILITY ENDORSEMENT

In consideration of the premium paid, it is agreed as follows:

This endorsement amends the:

PROFESSIONAL LIABILITY COVERAGE PART
GENERAL LIABILITY COVERAGE PART
WORKPLACE LIABILITY COVERAGE PART

I. SHARED LIMITS OF LIABILITY

- Coverage provided under this endorsement is on a shared limits basis. Limits are provided subject to the applicable **COVERAGE PART** Limit of Liability stated on the **certificate of insurance** and as provided in the **LIMIT OF LIABILITY** section of each applicable **COVERAGE PART**:

II. DEFINITIONS

Solely for the purpose of coverage for **fitness services** Liability provided by this endorsement, Section **IV. ADDITIONAL DEFINITIONS** in the **PROFESSIONAL LIABILITY COVERAGE PART** and Section **III. ADDITIONAL DEFINITIONS** in the **GENERAL LIABILITY COVERAGE PART** and the **WORKPLACE LIABILITY COVERAGE PART**, as applicable, are amended as shown below:

A. The following new definitions are added:

- **“Fitness services”** means rendering or the failure to render any service treatment, advice or instruction relating to physical fitness, including but not limited to services or advice in connection with diet, cardio-vascular fitness, body building or physical training programs.
- **“Professional Athlete”** means an individual or group(s) of individuals who has/have received any income from a professional sports organization, club or team for performance of athletic activities or are receiving **fitness services** in preparation for prospective paid participation in a professional sports organization, club or team in the future.

B. The “Professional services” definition in the **PROFESSIONAL LIABILITY COVERAGE PART** is amended to include **fitness services**.

III. EXCLUSIONS

A. Solely for the purpose of the coverage for **fitness services** liability provided by this endorsement, the following exclusions are added to Section **V. EXCLUSIONS** in the **PROFESSIONAL LIABILITY COVERAGE PART**:

We will not defend any **claim** for, or any amounts, including **claim expenses**, based on, arising out of, or related to:

- **Injury or damage** resulting from **fitness services** provided to **professional athletes**.
- **Injury or damage** resulting from **fitness services** rendered as a sports coach.
- **Injury or damage** resulting from the recommendation, prescription, production, promotion, solicitation, testing, selling or manufacture of vitamins, minerals, herb supplements, medicinal supplements and nutritional supplements.
- **Injury or damage** resulting from any service, treatment, advice or instruction for the purpose of skin or appearance enhancement, personal grooming, cosmetic procedures and salon or spa services.



B. Solely for the purpose of the coverage for **fitness services** liability provided by this endorsement, the following exclusions are added to Section **IV. EXCLUSIONS** in the **GENERAL LIABILITY COVERAGE PART or WORKPLACE LIABILITY COVERAGE PARTS** as applicable:

We will not defend any **claim** for or any amounts, including **claim expenses**, based on, arising out of, or relating to:

- **Injury or damage** resulting from **fitness services** provided to **professional athletes**.
- **Injury or damage** resulting from **fitness services** rendered as a sports coach.
- **Injury or damage** resulting from recommendation, production, promotion, solicitation, testing, selling or manufacture of vitamins, minerals, herb supplements, medicinal supplements and nutritional supplements.
- **Injury or damage** resulting from any service, treatment, advice or instruction for the purpose of skin or appearance enhancement, personal grooming, cosmetic procedures and salon or spa services.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By _____ Authorized _____ Representative _____
 (No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

Specimen