**ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

**SKI OPERATIONS GENERAL LIABILITY**

**EXCLUSION ENDORSEMENT– NEW YORK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**I.** The following exclusion is added to Paragraph **2**., **Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I COVERAGES)**:

**Performers at Non-Ski Events**

“Bodily injury” to any person[s] or “property damage” to any person[s]’ property while such person[s] is performing in any non-ski event regardless of attendance or capacity of the premises, unless such “bodily injury” or “property damage” is caused by negligence of the insured. The coverage provided by this paragraph shall be excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis.

**II.** The following exclusion is added to Paragraph **2**. **Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I COVERAGES**) andparagraph **2. Exclusions** of **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)**:

**Real Estate Agents or Brokers Errors or Omissions**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any misrepresentation, error or omission by you or any real estate agent or broker who is either employed by you or performing work on your behalf in such capacity.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved in any misrepresentation, error or omission by you or any real estate agent or broker who is either employed by you or performing work on your behalf in such capacity.

**III**. The following is added to Subparagraph **(1)(a)** of Subparagraph **b. Excess Insurance** of Paragraph **4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**(v)** Provided to you by any event sponsors or other third party entities related to any non-ski event held on your premises, and this policy shall apply only upon the exhaustion by payment of such limits of insurance under such other valid and collectible insurance.

All other terms and conditions of the policy remain the same.

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Authorized Representative