**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 UMBRELLA LIABILITY EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY FORM

The following exclusions are added to Section **V. Exclusions**:

This insurance does not apply to:

1. **Bodily Injury** or **Property Damage** arising out of any non-ski event in which there are more than 5,000 persons in attendance in one calendar day*.*

This exclusion does not apply to non-ski events in which there are more than 5.000 persons in attendance in one calendar day if:

1. Such event is held on your premises;
2. An Insured has provided advanced notice of the event prior to the first day of the event; and
3. Such event is scheduled as an accepted event on file with us.

Any coverage provided by this exception is excess over any insurance provided to you by the event sponsors or other entities on record with us related to the event, and this policy shall apply only upon the exhaustion by payment of such limits of insurance under such other insurance, whether such other insurance is collectible or not.

**B**. **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 insurance, whether primary, excess, contingent or on any other basis.

**C**. **Bodily Injury**, **Property Damage**, **Personal Injury**, or **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.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative