

USE AGREEMENT

This agreement made by and between the Boone County Board of Education,
Matt Shafer as Principal authorized so to act by direction of the Board of Education and
Pride of Cincinnati Winterguard, hereinafter referred to as "user" of the school
facilities hereinafter described.

WITNESSETH:

The principal does hereby agree to permit user to utilize certain school facilities more
particularly described as follows: _____

Use of gym for winter guard rehearsal

at the following times and dates: **1/29/23 9:30am-5:30pm, 3/19/23 9:30am-5:30pm** subject to the
following terms and conditions:

1. The school property identified above may be utilized by the user as a permittee at will on
the condition that all terms and conditions as hereinafter set out are complied with and
any other terms and conditions specified by the Principal. Any violation of such terms
and conditions may result in immediate termination of the Use Agreement and/or liability
of the user. The utilization of the premises by the user is a privilege extended to the user
by the Board of Education and said use does not constitute a property right nor shall it be
deemed a lease or renewable beyond the specified period without the written consent of
the principal.
2. The use of these school facilities shall be in compliance with all laws and regulations and
the terms and conditions of Boone County Board of Education policies, including but not
limited to BCBE Policy No. 05.3, 05.31, 05.32 and 10.3 which are incorporated by
reference herein.

3. The reserved time/date for use by user may be cancelled preempted by Principal and permission for use may be terminated without cause by notice from Principal.
4. User is responsible for the conduct of its participants or guests.
5. There shall be no subletting or assignment of this agreement nor any profit making or commercial venture subject of the use.
6. User shall return the facilities or premises in the same condition as at the commencement of the use, or if user fails to do so; the user will be responsible for the cost of clean-up and be prohibited from further use of facilities.
7. The user agrees to save harmless the Boone County Board of Education, its employees and agents, for any liability, damage, loss or expense incurred respecting the utilization of the school facilities; and the user agrees to reimburse the Boone County Board of Education for any damages to or replacement of school property damaged, lost, stolen or vandalized while in users name.

IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the user hereunto set their hands this 17 day of November, 20 22.

PRINCIPAL of Larry A. Ryle High School

Pride of Cincinnati Winterguard, Robin Wells
USER NAME / SIGNATURE



1080 S. Muscovy Dr.
ADDRESS

| | | |
|------------------|-----------|--------------|
| <u>Loveland,</u> | <u>OH</u> | <u>45140</u> |
| CITY | STATE | ZIP |

(937) 470-7586 — Cell Phone Contact for Robin Wells
PHONE NUMBER



RT Specialty
1 Farm Glen Blvd.
Farmington, CT 06032
Michael Clifford
860-656-1236

Confirmation of Insurance

November 11, 2022

Marsh & McLennan Agency LLC

Attn: Dora Tinch

6279 Tri-Ridge Boulevard, Suite 400 Loveland, OH 45140

Insured: Pride Youth Development Foundation Pride of Cincinnati
1080 S. Muscovy Drive
Loveland, OH 45140

Policy #: US1673609

Policy Period: 11/25/2022 12:01 AM To 11/25/2023 12:01 AM

Coverage: Accident & Health

Issuing Company: United States Fire Insurance Co

This is to confirm that we have procured coverage for the above captioned insured per your instructions, subject to all terms and conditions from the insurance carrier as attached:

Note :

Minimum earned premium may apply to this policy (see attached carrier binder for specifics). All fees are fully earned at inception.

Please review attached carrier binder for details regarding any additional premium charges, minimum, deposit, audit and/or cancellation provisions.

This insurance is subject to all terms and conditions of the cover note, certificate of insurance and/or policy which may be issued.

This Confirmation of Insurance shall be automatically terminated and voided by delivery of the cover note, certificate of insurance or policy to the insured or its representative.

Thank you for your business.

Regards,

Michael Clifford

Underwriter

RT Specialty

Michael.Clifford@rtspecialty.com

860-656-1236



RT Specialty
1 Farm Glen Blvd.
Farmington, CT 06032
Michael Clifford
860-656-1236

Confirmation of Insurance

Cost Summary

| | |
|---------------------------|-----------------|
| Accident & Health Premium | \$280.00 |
| Total Policy Cost | \$280.00 |

Minimum Earned

Note: There may be a minimum earned on this policy. Please refer to the carrier binder for more details on the minimum earned percentage.

Agent Commission: 11.00%

Disclosures

In the process of reviewing and attempting to place insurance for your client, we may perform any number of tasks that may or may not include: the review and assessment of your application, losses and risk profile, communicating with various insurance carriers or their representatives, risk analysis, policy or coverage comparison, inspections, reviewing coverage terms offered, policy issuance and servicing of the policy post binding. We may charge a fee for these services in addition to any commission that may be payable to us by the Insurance Carrier with whom we bind your client's business.

Any fees charged are fully earned at inception of the policy and will not be returned unless required by applicable law. Fees may be applicable to any transaction requiring additional premium including audits and endorsements as well as new and renewal policies. All fees will be itemized separate from premium in our quotes. Insureds are under no obligation to purchase insurance proposed by us including a fee and insurance carriers are under no obligation to bind any insurance proposed in our Quotes. The fees we charge are not required by state law or the insurance carrier.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).

SCHEDULE OF BENEFITS

COVERAGE IS PROVIDED UNDER GROUP POLICY NUMBER:
ISSUED TO GROUP POLICYHOLDER:

AH-GA26932-005
The Group and Blanket Accident & Health Insurance Trust

| | |
|-------------------------------------|--|
| CERTIFICATE HOLDER: | Pride Youth Development Foundation - Pride of Cincinnati Winter Guard |
| CERTIFICATE NUMBER: | US1673609 |
| CERTIFICATE EFFECTIVE DATE: | 11/25/2022 |
| CERTIFICATE EXPIRATION DATE: | 11/25/2023 |

| | |
|--|--|
| BENEFIT PERIOD DAYS: | Provided treatment begins within 90 days from the date of injury, benefits are payable for 12 months from the date of an injury. The injury must occur after the Effective date and prior to the Expiration date and care must be Medically Necessary. |
| PREMIUM: | \$280.00 |
| DEDUCTIBLE AMOUNT: | \$50.00 |
| COINSURANCE PERCENTAGE: | 100% of Usual, Reasonable & Customary Charges |
| MAXIMUM BENEFIT AMOUNT, PER PERSON: | \$10,000.00 |
| ELIGIBLE PERSONS: | All Members and Staff of the Policyholder |
| SPECIFIED ACTIVITY: | Adult Group Activities |

MEDICAL EXPENSE BENEFIT

| | |
|---|-----|
| Hospital Room & Board Daily Maximum Benefit Amount: | URC |
| Intensive Care Room & Board Daily Maximum Benefit: | URC |
| Hospital Miscellaneous Maximum Benefit Amount: | URC |
| Outpatient Pre-Admission Testing Benefit Amount: | URC |
| Outpatient Hospital Emergency Room Treatment Maximum Benefit Amount: | URC |
| Surgical Benefits: | |
| Primary Surgeons Maximum Benefit Amount: | URC |
| Assistant Surgeon, Second Surgical Opinion, Consultation Maximum Benefit: | URC |
| Anesthesia Maximum Benefit: | URC |
| Surgical Facility Maximum Benefit per Operating Session: | URC |
| Doctor's Visits | |
| In-Hospital Maximum Benefit: | URC |
| Office Visits Maximum Benefit: | URC |
| Maximum for All In-Hospital and Office Doctor's Visits: | URC |
| X-ray and Laboratory Maximum Benefit Amount: | URC |
| Nursing Maximum Benefit Amount: | URC |

| | |
|--|------------|
| Physiotherapy Benefit | |
| Maximum Benefit Amount (Hospital Inpatient): | URC |
| Maximum Benefit Amount (Outpatient): | URC |
| Maximum for All Physiotherapy Combined (Inpatient & Outpatient): | URC |
| Ambulance Maximum Benefit Amount: | URC |
| Medical Equipment Rental Charges Maximum Benefit Amount: | URC |
| Medical Services and Supplies Maximum Benefit Amount (Blood, Blood Transfusions, Oxygen): | URC |
| Dental Treatment For Injury Only | |
| Maximum Benefit Amount: | URC |
| OUT-PATIENT PRESCRIPTION DRUG BENEFIT | |
| Maximum Benefit Amount: | URC |
| ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, SPEECH, OR HEARING | |
| Principal Sum: | \$5,000.00 |

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in this Certificate. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unforeseeable external event which:

- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

"Benefit Period" means the period of time from the date of Injury, as shown in the Schedule of Benefits.

"Covered Person" means a person eligible for coverage as identified in the Application for whom proper premium payment has been made, and who is therefore insured under this Certificate.

"Deductible" means the amount of Eligible Expenses which must be paid by the Covered Person before benefits are payable under this Certificate. It applies separately to each Covered Person.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include:

- (1) The Covered Person;
- (2) The Covered Person's spouse, child, parent, brother, or sister; or
- (3) A person living with a Covered Person.

"Eligible Expenses" means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while this Certificate is in force.

"He", "his" and "him" includes "she", "her" and "hers."

"Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) Group or blanket insurance, whether on an insured or self-funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis.
- (4) Group labor management plans;
- (5) Employee benefit organization plan;
- (6) Professional association plans on a group basis; or
- (7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended.

"Hospital" means an institution which:

- (1) Is operated pursuant to law;
- (2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) Is under the supervision of a staff of doctors;
- (4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- (5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
 - (a) On its premises; or
 - (b) Available to it on a prearranged basis; and
- (6) Charges for its services.

"Hospital" does not include:

- (1) A clinic or facility for:
 - (a) Convalescent, custodial, educational or nursing care;
 - (b) The aged, drug addicts or alcoholics; or
 - (c) Rehabilitation; or
- (2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:

- (a) The services are rendered on an emergency basis; and
- (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

"Hospital Stay" means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Injury" means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

"Medically Necessary" or "Medical Necessity" means the service or supply is:

- (1) Prescribed by a Doctor for the treatment of the Injury; and
- (2) Appropriate, according to conventional medical practice for the Injury in the locality in which the service or supply is given.

"Nurse" means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

"School" means the participating School or School District where the Covered Person is enrolled or employed. The School must be a duly accredited (state certified or accredited) primary, elementary, secondary, or collegiate School.

"Sickness" means illness or disease which begins while coverage is in force under this Certificate for the Covered Person. Sickness includes complications of pregnancy. All related conditions and recurring symptoms of sickness to the same person will be considered one sickness.

"Student Infirmary" means an on campus facility which:

- (1) Provides medical care and treatment to sick and injured students and faculty;
- (2) Is under the supervision of a Doctor;
- (3) Provides nursing services; and
- (4) Charges for its services.

"Student Infirmary" does not include:

- (1) Medical, diagnostic or treatment facilities with major surgical facilities:
 - (a) On its premises; or
 - (b) Available to it on a prearranged basis; or
- (2) In-patient care.

(No benefits are payable for services, supplies, or treatment in a Student Infirmary. This definition is applicable only to its reference in the provision titled Additional Exclusions.)

"Supervised or Sponsored Activity" means a Certificateholder or School authorized function:

- (1) In which the Covered Person participates;
- (2) Which is organized by or under its auspices;

which is within the scope of customary activities for such entity and is shown on the Schedule of Benefits.

"Usual, Reasonable and Customary" means:

- (1) With respect to fees or charges, fees for medical services or supplies which are:
 - (a) Usually charged by the provider for the service or supply given; and
 - (b) The average charged for the service or supply in the locality in which the service or supply is received; or
- (2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

SCOPE OF COVERAGE

We will provide the benefits described in this Certificate to all Covered Persons who suffer a covered loss which:

- (1) Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS** and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;
- (2) Occurs while the person is a Covered Person under this Certificate; and

(3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

Primary Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the applicable benefit, subject to the Deductible Amount and Coinsurance Percentage (if any).

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:

- (1) While the person is insured under this Certificate; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Certificate is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

PROVISIONS CONCERNING COVERED PERSONS

Eligibility:

Persons eligible to be insured under this Certificate are those persons described as an ELIGIBLE CLASS on the Application who have completed any applicable Service Waiting Period. This includes anyone who may become eligible while this Certificate is in force.

Effective Dates:

A Covered Person will become an insured under this Certificate, provided proper premium payment is made, on the latest of:

- (1) The Effective Date of this Certificate; or
- (2) The day he becomes eligible according to the referenced date shown in the Application.

Termination:

Insurance for a Covered Person will end on the earliest of:

- (1) The date he is no longer in an Eligible Class.
- (2) The date he reports for active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
 - (a) The date the premium is fully earned; or
 - (b) The Expiration Date of this Certificate.This does not include Reserve or National Guard duty for training;
- (3) The end of the period for which the last premium contribution is made; or
- (4) The date the Group Policy is terminated.

DESCRIPTION OF HAZARDS

HAZARD: CERTIFICATE HOLDER FUNCTIONS

Subject to all other provisions of this Certificate, coverage is provided for a Covered Person while he is:

- (1) Attending or participating in a Supervised or Sponsored Activity; or
- (2) Attending a Certificateholder function.

The Covered Person must be:

- (1) On the premises of the Certificateholder:
 - (a) During its normal hours;
 - (b) During scheduled functions; or
 - (c) During other periods if he is attending or participating in a Supervised or Sponsored Activity;

- (2) Not on Certificateholder premises and attending or participating in a Supervised or Sponsored Activity;
- (3) Traveling directly, without interruption:
 - (a) Between his home and the Certificateholder's premises for participation in a Supervised or Sponsored Activity;
 - (b) Between the site of the Supervised or Sponsored Activity and his home or the Certificateholder's premises.
 - (c) in a vehicle which is:
 - (i) Designated or furnished by the Certificateholder;
 - (ii) Operated by a properly licensed adult driver; and
 - (iii) Under the direct supervision of the Certificateholder; or
 - (d) in a vehicle other than that described in (3)(c) when operated by a properly licensed driver.

Travel time includes the time:

- (i) To or from home, the Certificateholder's address and the Supervised or Sponsored Activity;
- (ii) Before the appointed time; and
- (iii) After the Supervised or Sponsored Activity is completed.

Unless otherwise stated, we will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.

DESCRIPTION OF BENEFITS

BENEFIT A: BENEFITS FOR ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, OR SPEECH AND HEARING

If, within 1-year from the date of an Accident covered by this Certificate, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

| <u>Loss</u> | <u>Percentage of Principal Sum</u> |
|---|------------------------------------|
| Loss of Life | 100% |
| Loss of Both Hands | 100% |
| Loss of Both Feet | 100% |
| Loss of Entire Sight of Both Eyes | 100% |
| Loss of One Hand and One Foot | 100% |
| Loss of One Hand and Entire Sight of One Eye | 100% |
| Loss of One Foot and Entire Sight of One Eye | 100% |
| Loss of Speech and Hearing (both ears) | 100% |
| Loss of One Hand | 50% |
| Loss of One Foot | 50% |
| Loss of Entire Sight of One Eye | 50% |
| Loss of Speech | 50% |
| Loss of Hearing (both ears) | 50% |
| Loss of Thumb and Index Finger of the Same Hand | 25% |

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint.

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of speech means total, permanent and irrecoverable loss of audible communication.

Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

In California, loss of a thumb and index finger means loss by complete Severance of at least one whole phalanx of each.

In South Carolina, the complete severance of four whole fingers from one hand equals the loss of one hand.

"Severance" means the complete separation and dismemberment of the part from the body.

BENEFIT - MEDICAL EXPENSE

We will pay, Eligible Expenses for a Covered Person's Injury, subject to the Deductible Amount and Coinsurance Percentage, if any, shown in the Schedule of Benefits. Eligible Expenses are those incurred for:

- (1) **Hospital Room and Board** – charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board.
- (2) **Intensive Care Room and Board** - charges for each day of Intensive Care Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.
- (3) **Hospital Miscellaneous** - charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- (4) **Outpatient Hospital Expenses** - charges by a Hospital for:
 - (a) Pre-admission testing (confinement must occur within 7 days of the testing); or
 - (b) Emergency room treatment, up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit.
- (5) **Surgical Benefits** - charges for:
 - (a) A Doctor, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to 50% of the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session.
 - (b) A Doctor, for: (i) assistant surgeon duties; (ii) a second surgical opinion; or (iii) consultation, up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon, Second Surgical Opinion, and Consultation.
 - (c) Anesthesia and its administration, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.
 - (d) Use of surgical facilities, up to the Maximum Benefit Amount per operating session, as shown in the Schedule of Benefits for the Surgical Facility benefit.
- (6) **Doctor's Visits** - charges by a Doctor for other than pre- or post-operative care:
 - (a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Visit – In-Hospital.
 - (b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Office Visits.Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Doctor's Visits.
- (7) **X-Ray and Laboratory** - charges for X-ray and laboratory tests, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the X-ray & Laboratory benefit.