EXCLUSION - FIREARMS OR WEAPONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

The following exclusion is added to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM and the LIQUOR LIABILITY COVERAGE FORM:

A. This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or "injury" arising out of, caused by, or resulting from, in whole or in part:

1. The ownership, maintenance, use or misuse by any insured or any other person of any "firearm";

2. The ownership, maintenance, use or misuse by any insured or any other person of any object or instrument used as a "weapon", whether or not it was originally intended, created or designed to be used as a "weapon";

3. Any act, error or omission committed by you or on your behalf in connection with the prevention or suppression of the use of:
   a. Any "firearm";
   b. Any object or instrument used as a “weapon”, whether or not it was originally intended, created or designed to be used as a "weapon";

4. The failure of any insured, or any person or legal entity to provide an environment safe from the use of "firearms" or "weapons" whether or not such instrument, object or projectile was originally intended, created or designed to be used as a "weapon" or "firearm", including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute in whole or in part to the "bodily injury," "property damage," "personal and advertising injury," or "injury," or the failure to maintain the premises by you, any insured, or any person or legal entity;

5. Any failure or delay in the rendering of proper aid or assistance, reporting to proper authorities, investigating any incident, preserving of any evidence, or otherwise failing to respond properly or timely to any “occurrence” involving a “firearm” or “weapon” regardless of whether or not such instrument, object or projectile was originally intended, created or designed to be used as a "weapon" or "firearm."
B. This exclusion applies to the foregoing and to any claim or “suit” alleging in whole or in part the foregoing:

1. Whether an act or omission is by, for, or on behalf of an insured, or at the direction of an insured, or by or at the direction of any other person or entity.

2. Whether an act or omission is on premises owned or occupied by an insured, or owned or occupied by any other person or entity;

3. Regardless of the intent or degree of culpability of any insured, or of any other person or entity;

4. Regardless of whether the use or misuse of a “firearm” or “weapon” is a direct cause, and/or a contributory cause of such “bodily injury”, “property damage”, “personal and advertising injury,” or “injury”;

5. Regardless of the presence of other allegations in the claim or “suit” which are not excluded by the terms of this endorsement; and

6. Regardless of the legal theory of liability or damages, including but not limited to vicarious liability, violation of any law or statute, criminal act, intentional act or negligence, and including but not limited to causes of action based on hiring, supervision, retention, training, instructing, advising, monitoring, providing security, or implementing procedures and protocols.

C. The following is added to SECTION V – DEFINITIONS

1. “Firearm” means any pistol, rifle, gun or other device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, or compressed air.

2. “Weapons” means instruments that can be or are utilized in an offensive or defensive nature and include but are not limited to batons, bow or crossbow, arrows, knives, mace, stun guns or swords.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.