The Order of the Court is stated below:
Dated: October 11, 2026 03:55:49 PM
/s/ ADAM T. MOW
District Court Judge

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IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY

STATE OF UTAH

PRIME INSURANCE COMPANY Plaintiff, v. ISLAND ADVENTURE WATERSPORTS TD, LLC d.b.a. ISLAND ADVENTURE WATERSPORTS Defendant.	)	**FINAL JUDGMENT FOR DECLARATORY RELIEF** Case No.: 260904946 Judge Adam Mow Tier 2

The Court previously entered an Order of Declaratory Judgment on October 2, 2026. Accordingly, pursuant to Rule 58A of the Utah Rules of Civil Procedure, the Court hereby enters final declaratory judgment in favor of Prime and against Island Adventure Watersports TD, LLC d.b.a. Island Adventure Watersports as follows:

1. Jurisdiction and venue are proper in this Court and county.

2. It is hereby Ordered, Adjudged, and Decreed:

(a) There is no coverage under the Policy for the Daniel claim because the claims-made-and-reported requirements were not satisfied.

(b) There is no coverage under the Subsequent Policy for the Daniel claim because the occurrence requirement has not been satisfied.

(c) There is no coverage under the Policies for mental or emotional injuries.

(d) There is no coverage under the Policies for punitive damages.

(e) There is no coverage under the Policies for the return or restitution of legal fees, costs or expenses.

(f) There is further no coverage under the Policies for the Daniel claim because the timely reporting requirement was not satisfied.

(g) Harold Barton is not an Insured or an Additional Insured and Prime has no obligation to defend or indemnify Harold Barton in relation to the Daniel claim or the September 2, 2024 incident.

(h) As coverage is precluded under the Policies, Prime has no obligation to defend or indemnify Island Adventure, Brant, Inc., Harold Branton or Daniel Gambrill in relation to the Daniel claim.

(i) As coverage is precluded under the Policies, neither Island Adventure, Brant, Inc., Harold Branton nor Daniel Gambrill have any right of recovery against Prime in relation to the Daniel claim.

*****EXECUTED and ENTERED by the Court as indicated by the date and seal at the top of the first page. *****

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of October, 2026, a true and correct copy of FINAL JUDGMENT FOR DECLARATORY RELIEF was served by the method indicated below, to the following:

Island Adventure Watersports TD, LLC d.b.a. Island Adventure Watersports 3528 Branpton Drive Myrtle Beach, South Carolina 29588 Dgambrill226@gmail.com Island Adventure Watersports TD, LLC d.b.a. Island Adventure Watersports 5843 Dick Pond Road Myrtle Beach, South Carolina 29588	[X] U.S. Mail, Postage Prepaid [ ] Hand Delivered [X] Email [ ] Facsimile [ ] CM/ECF [X] U.S. Mail, Postage Prepaid [ ] Hand Delivered [ ] Email [ ] Facsimile [ ] CM/ECF */s/ Heidi McEwen*