INSURANCE HANDBOOK

Prepared by:

Entertainment & Sports Insurance Experts, Inc.
5560 New Northside Drive, Suite 640
Atlanta, GA 30328
Phone: 678-324-3300
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Fax: 678-324-3303

INSURANCE HANDBOOK

INTRODUCTION

The INSURANCE HANDBOOK produced by Entertainment & Sports Insurance Experts, Inc. is a valuable reference and organizational tool for the USA Volleyball Regional Commissioner. This handbook provides you with an insurance Phone Directory, a recap of the current USA Volleyball insurance program, Claims Administration procedures, Risk Management Information, and information on Directors & Officers Insurance.

From time to time, additional information will be supplied to you for insertion into your INSURANCE HANDBOOK. Hopefully, this information will be of help to you in managing the insurance program within your Region.

It is recommended that you keep this HANDBOOK with you when attending any USA Volleyball approved or sanctioned events as it provides "Incident Report Forms" as well as "Medical Claims Forms" to be used in the event of an injury or loss. Be sure you fully understand the Claims Reporting Procedures found in the HANDBOOK.

THE SUCCESS OF THE USA VOLLEYBALL INSURANCE PROGRAM BEGINS WITH THE REGIONAL COMMISSIONER. HOW WELL YOU INFORM, ADVISE AND WORK WITH THE MEMBERS IN YOUR REGION WILL DIRECTLY AFFECT THE PRICING AND STABILITY OF YOUR INSURANCE PROGRAM. IT IS VERY IMPORTANT THAT THE VARIOUS CLUB MANAGERS AND COACHES WITHIN YOUR REGION HAVE THE APPROPRIATE INCIDENT AND MEDICAL CLAIM FORMS AND THAT THESE REPORTS BE COMPLETED AND FILED IN A TIMELY MANNER.

USA VOLLEYBALL INSURANCE HANDBOOK

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USA VOLLEYBALL INSURANCE PROGRAM DIRECTORY

Entertainment & Sports Insurance Experts, Inc.
5660 New Northside Drive, Suite 640
Atlanta, GA 30328
(800) 342-4371
(678) 324-3300

RISK MANAGEMENT QUESTIONS OR CHANGES FOR LIABILITY COVERAGE

Jennifer Rains / ESIX	Phone:	678-324-3320
	Fax:	678-324-3303
	E-Mail:	jrains@esixglobal.com

QUESTIONS FOR CERTIFICATES OF INSURANCE, PREMIUM BILLING

Jennifer Rains/ ESIX	Phone:	678-324-3320
	Fax:	678-324-3303
	E-Mail:	jrains@esixglobal.com

CLAIMS ADMINISTRATION
(CLAIM REPORTING, CLAIMS ADMINISTRATION, DAILY CLAIM CONTACT)

SPORT ACCIDENT CLAIMS

Gina Hiner	Phone:	260-673-1109
Claims Examiner	Fax:	260-673-1189
American Specialty	E-Mail:	GHiner@amerspec.com

Note: If Gina Hiner cannot be reached in an emergency, contact the **ESIX** Atlanta office at **1-800-342-4371 or 678-324-3335 and ask for Sean Lankie.**

GENERAL LIABILITY CLAIMS (Serious Bodily Injury or Property Damage Claims)

Lowell Gratigny	Phone:	1-260-673-1128
Claims Manager	Fax:	1-260-673-1291
American Specialty	E-Mail:	Lgratigny@amerspec.com

Note: If Lowell Gratigny cannot be reached in an emergency, contact the **ESIX** Atlanta office at **1-800-342-4371 or 678-324-3320 and ask for Jennifer Rains.**

II. INSURANCE RECAP

Entertainment & Sports Insurance Experts, Inc.
5560 New Northside Drive, Suite 640
Atlanta, GA 30328
Phone: 678-324-3300
800-342-4371
Fax: 678-324-3303

This presentation is designed to give you an overview of the insurance coverage for your organization. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place. **Please refer to the specific insurance contracts for details on coverage, conditions and exclusions.**

INSURANCE PROGRAM

USA Volleyball administers a medical and liability insurance program customized specifically for the sport of volleyball. It is designed to respond specifically to the inherent hazards of the sport. Offered as part of the sanctioning program, it is one of the most cost effective policies available.

EFFECTIVE DATES: September 1, 2012 – September 1, 2013

CARRIERS: AXIS Insurance Company (American Specialty) - General Liability
National Union Fire Insurance Company – Sport Accident

GENERAL LIABILITY COVERAGE SUMMARY

The General Liability plan includes spectator and participant liability, sexual abuse and harassment coverage. A $1,000,000 limit of liability for bodily injury and property damage loss is provided with additional limits available on an excess basis. Coverage is provided for officials, volunteers, coaches, trainers, sponsors and registered participants. The policy covers liability from pre-event setup, the event itself and post-event activities at sanctioned events. The policy is intended for claims from spectators, participants and the public in general for which USA Volleyball is liable. The USA Volleyball registration requirement is a condition of the liability policy and a common practice among sports federations.

NAMED INSURED:

United States Volleyball Association, United States Volleyball, Inc. ("USAV"),

USAV Regional Volleyball Associations committee members and commissioners while acting on the behalf of and under the direction of USA Volleyball,

USAV Member Clubs, but only with respects to activities sanctioned or approved by USAV or its Regional Association Commissioner,

USAV coaches, trainers and "member officials", while acting in their capacity as such, but only with respect to activities sanctioned or approved by USAV or its Regional Association Commissioners.

USAV "member officials" for non-USAV sanctioned volleyball competitions who have paid the appropriate premium and whose names are recorded and on file with USAV;

It is further understood and agreed that USAV "member officials" are those who have successfully completed the USAV officials' certification program.

Validly-registered athletes participating in events sanctioned by USAV or its Regional Volleyball Association (Validly-registered means registered with a Regional Volleyball Association)

Event organizers/promoters/event managers of USAV-sanctioned events and only with respects to USAV sanctioned events.

***No coverage will apply for regions and clubs for events conducted in which all participants are not USAV members, except for non-sanctioned fundraising activities**.

Definition: "Sanctioned or Approved" Event: An event USA Volleyball and a Regional Association Commissioner has approved or sanctioned as a USA Volleyball event. Events shall include, but may not be limited to, team competition, practices, sports clinics, or fundraisers conducted or attended as a part of a sanctioned event.

ADDITIONAL INSUREDS: Certificates will be issued naming other interests as additional insured in respect to sanctioned activities by the named insured.

GENERAL LIABILITY LIMITS OF INSURANCE:

Each Occurrence	$1,000,000
General Aggregate	$5,000,000 Per Event
Participant Legal Liability	Included
Personal Injury and Advertising Injury	$1,000,000
Products-Completed Operations	$1,000,000
Damage to Premises Rented To You (Any One Premises)	$1,000,000
Medical Expense Limit	Excluded (Medical Expense by Sport Accident)
Abuse-Molestation	$1,000,000 Each Occurrence
Non-Owned Sports Equipment in your Care, Custody or Control	$5,000 Per Occurrence $20,000 Aggregate
Non-Owned Auto & Hired Auto Liability	$1,000,000 *(Only by special written approval by USAV national office)

NOTABLE EXCLUSIONS WITHIN THE POLICY:

Nuclear Exclusions, Asbestos, Pollution, Employment Related Practices, Bodily Injury to Employees and Player v. Player claims

THIS IS ONLY A SUMMARY OF THE GENERAL TERMS AND CONDITIONS OF THE INSURANCE CONTRACT BETWEEN NATIONAL AND USA VOLLEYBALL. IT IS NOT THE INTENT OF THIS SUMMARY TO LIST ALL THE DETAILS RELATING TO THE INSURANCE CONTRACT. ACTUAL COVERAGES ARE DETAILED IN THE INSURANCE POLICY AND SUCH COVERAGE IS SUBJECT TO ALL THE TERMS, PROVISIONS, CONDITIONS AND EXCLUSIONS CONTAINED THEREIN. RELIANCE SHOULD NOT BE MADE ON THIS GENERAL SUMMARY. CONSULT THE ACTUAL POLICY FOR A COMPLETE DESCRIPTION OF COVERAGE.

A REVIEW OF GENERAL LIABILITY COVERAGE

Commercial General Liability insurance provides coverage for claims of bodily injury or property damage made against the insured for which they become legally liable. The insurance company will pay on behalf of USA Volleyball and other named insureds, claims which the Insureds shall become "legally" obligated to pay as damages because of bodily injury or property damage to which the insurance applies, caused by an occurrence during the policy period, up to the policy limit.

The General Liability policy for USA Volleyball is an "occurrence" policy. A claim under this policy shall be considered as being first made at the earliest of the following times:

(a) When USA Volleyball first notifies the Insurance Company in writing that a claim has been made; or

(b) When USA Volleyball first notifies the Company in writing that a suit has been brought; or

(c) When USA Volleyball first notifies the Company in writing of specific circumstances, which may result in a claim being made or suit being brought.

All claims for damages because of bodily injury to the same person, including damages claimed by any person or organization for care, loss of service, or death resulting at

any time from the bodily injury, will be deemed to have been made at the time the first of those claims is made.

All claims for damages because of property damage causing loss to the same person or organization as a result of an occurrence will be deemed to have been made at the time of the first of those claims is made.

EXCLUSIONS

The USA Volleyball General Liability insurance policy does not apply to the following:

(a) Ownership, maintenance, operation, use, loading or unloading of any automobile or aircraft owned or operated by or rented or loaned to any Insured or operated by any person in the course of employment by any insured.

(b) Actual, alleged or threatened discharge, dispersal, release or escape of pollutants.

(c) Loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution.

(d) To any obligation for which USA Volleyball may be held liable under any workers' compensation, unemployment compensation or disability benefits law.

(e) To bodily injury to any employee of USA Volleyball arising out of and in the course of their employment or to any obligation of USA Volleyball to indemnify another because of damages arising out of such injury.

(f) To loss arising out of asbestos

(g) To loss arising out of employment related practices

(h) Claims or actions brought by one player against another player

(i) Intentional Acts: Bodily injury or property damage expected or intended from the standpoint of the insured.

(j) Bodily injury or property damage for which any insured may be held liable by reason of:

(1) causing or contributing to the intoxication of a person

(2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol or any statue, ordinance or regulation relating to the sale, distribution or use of alcohol beverages.

The above exclusions are only a recap of the pertinent exclusions. This policy contains additional exclusions not specifically listed here.

BROADENED COVERAGE

The General Liability policy has been broadened to include the following coverage:

(a) Contractual Liability – Covers oral and written contracts or agreements relating to the conduct of USA Volleyball's business.

(b) Personal Injury and Advertising Injury Liability – Covers USA Volleyball's legal obligations for injury to others arising from:

(1) False arrest, detention, imprisonment or malicious prosecution

(2) Libel, slander, defamation or violation of right of privacy and/or

(3) Wrongful entry or eviction or invasion of right of private occupancy

(c) Incidental Malpractice Liability – Covers USA Volleyball, Employees and Volunteers for legal liability arising out of rendering or failure to render certain professional health care services. Medical providers must be volunteers without compensation. This coverage is limited to the terms and conditions of the actual policy.

(d) Host Liquor Liability – Covers against loss arising out of the giving or serving of alcoholic beverages at functions incidental to USA Volleyball's normal operations.

(e) Premises Damage Legal Liability - $1,000,000 for property damage to premises insured that USA Volleyball rents from others, or premises temporarily occupied by the named insured. This coverage is excess insurance only over any part of any other insurance that provides coverage for property damage to said premises.

(f) Non-owned Watercraft (up to 58' feet) – Covers loss arising out of the use of non-owned watercraft by USA Volleyball.

(g) Limited worldwide liability coverage for bodily injury, property damage, personal injury and advertising injury liability subject to the terms and conditions of the actual policy.

(h) Additional Persons Insured – Broadens the Named Insured to include any employees of USA Volleyball while acting within the scope of their duties.

(i) Extended Bodily Injury coverage provides coverage for loss resulting from intentional acts resulting in bodily injury if the use of reasonable force is used to protect persons or property.

SPORT ACCIDENT EXCESS MEDICAL INSURANCE COVERAGE

The Sport Accident Excess Medical insurance program provides participant coverage for loss resulting directly from members competing in an approved or sanctioned event. Coverage does not include loss from pre-existing conditions or competing in non-sanctioned events. The coverage extends from the start, through the completion of the event, including direct designated group travel to and from the event.

The Medical policy provides up to $25,000 of excess accidental medical coverage for expenses incurred within one year of the date of the accident. Written proof of loss by the Insured is required within 90 days or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity. The policy provides coverage against loss in **excess** of coverage provided under other valid and collectible medical insurance and is subject to a $250 per claim deductible. If no other collectible medical insurance is available, the loss is subject to a $1,000 deductible.

If injury to the member athlete requires treatment by a legally qualified physician or confinement in a legally constituted hospital, or employment of a trained nurse, x-ray, or ambulance services, and if the first expense of such treatment is incurred within 90 days of the date of the accident, the insurance company will pay the usual and customary expense incurred up to $25,000, subject to the appropriate deductible and any other collectible insurance.

DEFINITION OF PARTICIPANT: Athletes, coaches, trainers, volunteers, committee members, and officials who are functioning on behalf of and/or while participating in an event sanctioned or approved by USA Volleyball.

DEFINITION OF PARTICIPATING: Participating includes pre-event and post event activities which are officially approved or sanctioned events. Pre-event activities can include but are not limited to clinics, event dinners and pre-event practicing. Post event activities can include but are not limited to award banquets, award ceremonies and clinics that occur within one day after the event. Coverage is also included for non-sanctioned volleyball related activities for certified officials who meet extended coverage criteria.

ACKNOWLEDGEMENT WAIVER AND RELEASE FROM LIABILITY

As with most sports activities, a signed “Acknowledgement Waiver and Release from Liability” (AWRL) form is required from all participants and from parents or guardians in the case of minors. This requirement exists in virtually every sport. It serves to document that the participants or parents of participating minors have acknowledged the inherent risk and danger associated with participating in sporting events. It is intended to serve as “appreciable warning” of these risks and the participants by signing the waiver, are giving their informed consent to the acceptance of those risks. It is important to remember that a signed waiver DOES NOT reduce the need for insurance or effective safety practices. A signed waiver is USAV’s “first line of defense” against a cause of action for negligence and is a very effective risk management tool. The Regional Commissioner and others working under the direction of the Region must make every effort to conduct an event with safety as the number one concern.

III. CLAIMS ADMINISTRATION

Insurance Providers:

Sport Accident Insurance:
National Union Fire Insurance Company of PA

Liability Insurance:
AXIS Insurance Company

Claims Administration:

American Specialty
Claims Representative Lowell Gratigny
142 N. Main Street, Roanoke, IN 46783
Phone: 260-673-1128
Fax #: 260-673-1291
E-Mail: lgratigny@amerspec.com

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I) SPECTATOR & PARTICIPANT LIABILITY

A. INFORMATION TO BE OBTAINED BY THE TOURNAMENT DIRECTOR, CLUB DIRECTOR OR COACH

The Tournament Director, Club Director, Coach or USA Volleyball Representative shall obtain and record the information, immediately at the scene of or upon notice of an incident resulting in bodily injury or property damage, to complete the incident report. The USA Volleyball Incident Report form should be completed in its entirety and emailed, mailed or faxed within 48 hours to the Regional Volleyball office who will provide a signed copy to American Specialty. In addition, any claim involving serious bodily injury, death or property damage should be sent immediately to the Regional Volleyball office and to American Specialty. American Specialty will notify ESIX of the claim. These reports must be submitted **as the incidents occur**. See the Directory on page 3 for contact information.

If the appropriate USA Volleyball Incident Report is not available, the following minimum information should be documented and forwarded to the Regional Volleyball office as quickly as possible. Upon receipt of this information the Regional Volleyball office will forward a blank incident report to be completed and returned promptly.

1. Name, address and phone numbers of all individuals involved. Include your name and phone number.
2. A complete description of how the incident occurred from the third party involved and any witnesses, including officials or volunteers, acquainted with the facts.
3. Any other information, which may assist in handling of any potential claim.
4. If the incident involves injury to a participant, a Sport Accident Excess Medical claim form shall be provided to the participant for completion and submittal to American Specialty.
5. The name of the Region in which the incident occurred, including the Club name and Tournament, if the incident occurred during a tournament.

A copy of the incident report should be retained by the Region.

B. REPORT TO ESIX

IMMEDIATELY (Within 24 hours)

Please notify ESIX immediately by FAX or phone of the following:

1. Property damage in excess of $10,000.
2. The receipt of any document/notice of third party liability such as a LAWSUIT or SUMMONS.

All other incidents or claims should be reported within 48 hours.

C. HANDLING OF INCIDENT REPORTS

Club Directors, Coaches, USAV Representatives shall be required to submit incident reports on ALL INCIDENTS that occur that give rise to bodily injury or property damage losses.

Incident Report forms & related correspondence should be submitted to the appropriate party as follows:

Incident report forms should be submitted to the Regional Volleyball office. Medical claim forms should be submitted directly to American Specialty.

When the claim forms have been submitted to American Specialty, they will process the General Liability and Sport Accident claims as appropriate.

a) If American Specialty feels that a liability claim DOES exist, they;

1) Will do preliminary investigation and will establish a reserve, if appropriate.

2) Will take all necessary steps if an actual claim is received.

3) May recommend to USA Volleyball an attorney assignment in the jurisdiction in which the incident occurred.

b) If American Specialty determines that a liability exposure DOES NOT exist:

1) The Claims Representative for American Specialty will log the incident as received and no further action will be taken unless a subsequent claim is filed.

D. INVESTIGATING AND SETTLING OF CLAIMS

American Specialty reserves the right to handle the adjustment of the claim. USA Volleyball and ESIX agree to provide American Specialty with all information which relates to the incident and, when requested, will assist American Specialty in the settlement of the claim.

E. CLAIMS FOLLOW-UP

3. ESIX will update USA Volleyball as to the status of all pending claims on a PERIODIC basis.

4. Any additional documentation, which is received by USA Volleyball and which pertains to liability claims should be mailed to the claims representative at American Specialty with a copy to the appropriate region. In addition, any phone calls, which concern these claims, may be directed to:

American Specialty
Claims Representative: Lowell Gratigny
142 N. Main Street, Roanoke, IN 46783
Phone: 260-673-1128
Fax #: 260-673-1291
E-Mail: lgratigny@amerspec.com

5. Any difficulties or questions, which USA Volleyball may have on the claims process or on specific claim, may also be directed to Jennifer Rains of ESIX for research.

B. **UPON RECEIPT OF ANY DOCUMENT OR NOTICE OF THIRD PARTY LIABILITY (I.E., SUBROGATION DEMAND, REQUEST FOR PAYMENT FROM PARTICIPANT/SPECTATOR, LAWSUIT), USA Volleyball, and its Tournament Directors, Club Directors or Coaches shall FORWARD such document to ESIX IMMEDIATELY.**

ESIX will match this notice of claim to the original USA Volleyball Incident Report and will forward the information to American Specialty to be processed.

III) SPORT ACCIDENT EXCESS MEDICAL COVERAGE

A. MEDICAL CLAIM FORM

1. As soon as possible but not later than 90 days, the injured Participant must complete in its entirety and sign the MEDICAL CLAIM FORM and forward the form to American Specialty. The form is located under **USAVolleyball.Org**.

American Specialty
Attn: Gina Hiner
PO Box 459
Roanoke, IN 46783
Phone: 260-673-1109
Fax: 260-673-1189

B. CLAIMS FOLLOW-UP

ESIX will receive payment updates, as well as claims status information, on all medical claims from American Specialty.

1. ESIX will update USA Volleyball as to the status of all Sport Accident (medical) claims on an ANNUAL basis.

2. Any additional documentation, which is received by USA Volleyball, the Region or Club and which pertains to Sport Accident claims, shall be mailed to the Claims Representative at American Specialty. In addition, any phone calls, which concern these claims, shall be directed to the American Specialty Claims Representative.

3. Any questions regarding the group Sport Accident claim process or American Specialty's service may be directed to Sean Lankie at ESIX.

*****IMPORTANT*****

BEHIND THE "CLAIM REPORTING PROCEDURES" YOU WILL FIND AN INCIDENT REPORT AND A MEDICAL CLAIM FORM.

The Incident Report needs to be completed **each** and **every** time a "bodily injury" or "property damage" loss occurs to a spectator, participant or to the facility itself. Each Tournament Director, Club Director or Coach should be given a supply of these Incident Reports and the forms should travel with them to each practice or event. The Directors and Coaches need to be advised of the importance of completing these reports on behalf of USA Volleyball whenever a bodily injury or property damage incident occurs. The Incident Report will enable USA Volleyball to curtail or prevent fraudulent claims from being paid unnecessarily by matching an Incident Report to each claim for damages submitted. If an Incident Report cannot be matched to a claim, the claims representative will know to more thoroughly investigate the claim to determine if the loss really did arise out of a USA Volleyball event. The ability of USA Volleyball to minimize fraudulent claims will result in retaining the lowest insurance costs possible.

The Medical Claim Form should be provided to any participant who sustains an injury while practicing for or participating in an approved or sanctioned event. Tournament Directors, Club Directors or coaches should keep a supply of these forms on hand at each practice or event. The Medical Claim Form is to be completed by the injured participant and sent directly to American Specialty.

If the claims system works as intended, American Specialty will be in receipt of both an Incident Report from the appropriate Regional Volleyball office describing the incident causing injury and a Medical Claim Form from the injured Participant requesting reimbursement for the medical claim. When they receive both the Incident Report Form and the Medical Claim Form for the same incident, they know there is validity in the claim.

Should you have any questions concerning claims handling, please contact:

Sport Accident-Excess Medical:

Gina Hiner @ American Specialty:	260-673-1109 GHiner@amerspec.com

Liability Claims:

Lowell Gratigny @ American Specialty:	260-673-1128 lgratigny@amerspec.com

USA VOLLEYBALL
INCIDENT REPORT FORM
INJURY OR PROPERTY DAMAGE

Submit this form to:

SUBMIT THIS FORM TO YOUR REGIONAL VOLLEYBALL OFFICE (ADDRESS ABOVE)

INJURED PERSON INFORMATION / PROPERTY DAMAGE OWNER

Last Name **First** **Middle**

Telephone Number ( ) ☐ **Single** ☐ **Married**

Address

Social Security Number _____ _____ _____

City _____ **State**_____ **Zip**_____

Age_____ **D.O.B** _____ ___ _____ ☐ **Male** ☐ **Female**

Employer and Address _____

_____

Date of Incident _____ **Time of Incident** _____**AM/PM**

Team Name: _____

Region: _____

USAV Membership #: _____

Does the injured person have other medical insurance? ☐ **Yes** ☐ **No**
If yes, please provide name of company and policy #:
_____

INJURED PERSON: ☐ Participant ☐ Official ☐ Coach
☐ Spectator ☐ Volunteer ☐ Other: _____

GUARDIAN/PARENT (IF INJURED PERSON IS A MINOR)

Last Name **First** **Middle**

Telephone Number ( )

Address City State **Zip**

INCIDENT INFORMATION

BODY PART INJURED
☐ Ankle (L/R) ☐ Shoulder (L/R) ☐ Back
☐ Knee (L/R) ☐ Wrist (L/R) ☐ Neck
☐ Nose ☐ Finger ☐ Internal
☐ Head ☐ Eye (L/R) ☐ No Injury
☐ Tooth ☐ Ear (L/R) ☐ Other

If Ankle Injury, was ankle
☐ Taped ☐ Supported
☐ Unsupported
Shoes: ☐ Yes ☐ No

If Knee Injury, was knee:
☐ Braced ☐ Supported
☐ Unsupported
Knee Pads: ☐ Yes ☐ No

INCIDENT
☐ Collision (participant/spectator)
☐ Collision (with object)
☐ Collision (participant/participant)
☐ Collision (spectator/spectator)
☐ Struck by falling/flying object
☐ Caught in, on, between
☐ Animal/insect bite/sting
☐ Slip/Fall
☐ Overexertion
☐ Assault/Sexual
☐ Assault/Non-Sexual
☐ **Property Damage**

COURT SURFACE
☐ Concrete ☐ Asphalt
☐ Grass ☐ Sand
☐ Wood ☐ Sport Court

If sport court, what is under-lying surface?
☐ Wood
☐ Concrete ☐ Asphalt

CLASSIFICATION
☐ Non-injury
☐ Minor injury or illness
☐ Serious injury or illness

INCIDENT LOCATION
☐ Before Competition/Event
☐ During Competition/Event
☐ After Competition/Event☐

☐ Competition area
☐ Concession area
☐ Parking lot
☐ Admission area
☐ Restrooms/locker rooms
☐ Off property
☐ Bleachers/stands

PRIMARY INJURY
☐ Allergy ☐ Dislocation
☐ Amputation ☐ Nausea
☐ Foreign Body ☐ Burn
☐ Laceration ☐ Fracture
☐ Heat Exhaustion ☐ Pain
☐ Hypertension ☐ Cardiac
☐ Cold Injury ☐ Contusion
☐ Electrical Shock ☐ Seizures
☐ Strain/Sprain ☐ Concussion
☐ Abrasion ☐ Sting/bite
☐ Illness ☐ Death

DISPOSITION
No care given:
☐ Patient refused
☐ Not needed
Released:
☐ To parent
☐ To personal vehicle

Referral
☐ To doctor
☐ To hospital/clinic

EMS transport:
☐ Trainer recommended
☐ Patient/parent quested

Describe how the injury or property damage occurred: (attach a separate sheet if necessary)

WITNESS INFORMATION

Name	Address	Telephone Number
1.		( )
2.		( )

Tournament Director, Club Director, Coach and/or USA Volleyball Official completing this form:

Name: _____ **Signature:** _____

Title: _____ **Date:** _____ **Phone #:** (_____)_____

Event Name: _____

Event Location:_____

Sanctioning Region:_____ **Region Signature:**_____

Region Use Only: For processing, please submit this form to: American Specialty, Lowell Gratigny, Post Office Box 459, Roanoke, IN 46783; Phone: 260-673-1128 or 800-245-2744; Fax: 260-678-8835; Email: lgratigny@amerspec.com

USA VOLLEYBALL
MEDICAL CLAIM FORM
2012-2013 Season

SEND THIS FORM TO:
American Specialty
Post Office Box 459
Roanoke, Indiana 46783
(800) 566-7941 Fax: 260-672-8835
ghiner@amerspec.com

This form should be completed whenever a medical claim results from an injury incurred at USA Volleyball sanctioned events.

PLEASE ANSWER ALL QUESTIONS. INDICATE "N/A" IF INFORMATION IS NOT APPLICABLE.

TO BE COMPLETED BY INJURED PARTY

NAME (Last Name) (First Name) (Middle Initial)	SOCIAL SECURITY NUMBER	DATE OF BIRTH	SEX ☐ M ☐ F

ADDRESS (Street) (City) (State) (Zip Code)

TELEPHONE NUMBER ( )	OCCUPATION
USA VOLLEYBALL PARTICIPANT #:	DATE & TIME OF ACCIDENT: _____/_____/_____ _____ ___ AM ___ PM

INJURED PARTY WAS:
☐ PARTICIPANT ☐ COACH ☐ OFFICIAL ☐ VOLUNTEER ☐ OTHER: _____

IF PARTICIPANT, MEMBERSHIP TYPE:
☐ JUNIOR MEMBER ☐ ADULT MEMBER ☐ NATIONAL OR HIGH PERFORMANCE TEAM MEMBER

REGIONAL ASSOCIATION NAME:	COACHES NAME: PHONE #: ( )

NATURE OF INJURY

FOR ALL INJURIES, PLEASE COMPLETE THE FOLLOWING:

A. DESCRIBE ACTIVITY ENGAGED IN AT TIME OF ACCIDENT:

_____

B. DESCRIBE WHERE ACCIDENT HAPPENED:

_____

C. DESCRIBE HOW ACCIDENT HAPPENED:

_____

D. DID THE ACCIDENT OCCUR DURING:

☐ COMPETITION ☐ PRACTICE ☐ TRAVELING TO/FROM ☐ OTHER: _____

E. WITNESS NAME: _____ PHONE #: _____

IF INJURED PARTY IS A MINOR:

PARENT/GUARDIAN NAME: _____ HOME PHONE #:_____

EMPLOYER NAME: _____ WORK PHONE #:_____

IS THE INJURED PERSON COVERED UNDER ANY OTHER HEALTH AND/OR ACCIDENT INSURANCE PLANS, INCLUDING BUT NOT LIMITED TO GROUP OR INDIVIDUAL MEDICAL, MILITARY/GOVERNMENT PLANS SUCH AS MEDICARE, OR AUTOMOBILE PLAN? ☐ YES ☐ NO

IF YES, NAME OF INSURANCE COMPANY	POLICY NUMBER

ADDRESS (Street) (City) (State) (Zip Code)

AUTHORIZATION TO RELEASE INFORMATION

I authorize any Health Care Provider, Insurance Company, Employer, Person or Organization to release my information regarding medical, dental, mental, alcohol or drug abuse history treatment or benefits payable, including disability or employment related information, to American Specialty, the Plan Administrator, or their employees and authorized agents for the purpose of validating and determining benefits payable. I understand that my authorized representative or I will receive a copy of this authorization upon request. This authorization or a photo static copy of the original shall be valid for the duration of the claim.

NAME OF PATIENT	SIGNATURE OF PATIENT (PARENT/GUARDIAN IF A MINOR)	DATE
I certify that the foregoing information is true and correct.	SIGNATURE	DATE

The completion of this form is not an admission of the existence of any insurance nor does it recognize the validity of any claim and is without prejudice to the Company's legal rights in the premises.

USA Volleyball
MEDICAL CLAIM FILING INSTRUCTIONS

1. **DO NOT MAIL CLAIM FORMS, BILLS OR OTHER ITEMS TO USA VOLLEYBALL.**
2. Complete claim form in full. Use an additional sheet if necessary.
3. Attach current itemized physician, hospital or other providers' standard insurance billing forms: CMS-1500 from physician or UB-04 from Hospital; These forms must show the following:
   - Patients Name
   - Condition/Diagnosis
   - Type of Treatment
   - Date expense incurred
   - Charges
4. Your coverage is an excess policy unless there is no other insurance in place. Attach your primary insurance carrier's Explanation of Benefits (EOB) showing payment or denial of each bill. "Primary Carrier" would include any and all other coverage that a participant may have, including employer insurance (spouse, parent or guardian), Medicare, Armed Forces or other coverage.
5. To expedite proper processing, submit form complete in full along with the above documents to the following address:

American Specialty
Post Office Box 459
Roanoke, Indiana 46783
Phone Number: 260-673-1109 Fax Number: 260-672-8835
E-Mail Address: Adjuster: GHiner@amerspec.com

IMPORTANT CLAIM NOTICE

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.
Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.
Arkansas or Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California: For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
Delaware: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.
District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Idaho: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.
Indiana: A person who knowingly and with intent to defraud an insurer, files a statement of claim containing any false, incomplete, or misleading information, commits a felony.
Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of

misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Maine, Tennessee or Virginia: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and a denial of insurance benefits.
Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.
New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION. (PURSUANT TO 11 NYC RR86)
Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.
Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
Puerto Rico: Any person who knowingly, and with intent to defraud or deceive any insurance company includes false information in an application for insurance or files, assists, or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage, may be guilty of a felony. Upon conviction, that person will be fined between $5,000 and $10,000, imprisoned for three (3) years or both. Aggravating or attenuating circumstances may result in the prison term being increased to five (5) years or reduced to two (2) years.
Texas: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
If you live in a state other than mentioned above, the following statement applies to you: Any person who knowingly, and with intent to injure, defraud or deceive any insurer or insurance company, files a statement of claim containing any materially false, incomplete, or misleading information or conceals any fact material thereto, may be guilty of a fraudulent act, may be prosecuted under state law and may be subject to civil and criminal penalties. In addition, any insurer or insurance company may deny benefits if false information materially related to a claim is provided by the claimant.

_____ _____
Signature of injured person (or parent/guardian if a minor) Date

IV. RISK MANAGEMENT

Entertainment & Sports Insurance Experts, Inc.
5560 New Northside Drive, Suite 640
Atlanta, GA 30328
Phone: 678-324-3300
800-342-4371
Fax: 678-324-3303

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THE LAW AND ATHLETICS

Over the past 10 years the interest in sport activities as a means to keep one's body in peak performance has greatly escalated. The desire to keep one's body in top physical condition has taken many of us from the occasional morning job, to the three-day a week aerobics and, for the very serious minded, to long daily workouts. Being a competitive society, we have always had the urge to test our stamina and physical prowess against others to see who is the best. We no longer get self-satisfaction by just working out and seeing the physical results of our training. Competing against fellow athletes has now become the gauge for determining the effectiveness of our training program and the method for achieving satisfaction for the pain and strain we put ourselves through to be "#1". All of this has resulted in a tremendous rise in the number of part-time athletes and professional athletes participating in various individual endurance events and team sports.

The tremendous rise in interest in participating in athletic events has required that more and more events be sponsored to satisfy the needs of the athletes. As a result, one could probably find some sort of endurance event or competition in any given city or town across the United States on each and every Saturday or Sunday throughout the year. All of this competition, although healthy for mind and body, is not without its detriments. With the increase in participation and events, has come an increase in the number of participant and spectator injuries. Many of these injuries have arisen out of the negligence of others resulting in the rapid escalation of lawsuits filed and large monetary awards given.

In the past, athletic participation was virtually immune from civil liability. If one participated in or was a spectator of an athletic event, they assumed the risk involved and thus were barred from any recovery. That thinking and immunity has been eroded in today's judicial process. The primary defenses of assumption of a risk, contributory negligence, and consent have become so porous as a result of the high standards that are placed upon the athletic sponsors, promoters, coordinators, coaches, and participants. Current court cases have demonstrated that coaches, trainers, and national governing bodies can and will be held responsible for failing to warn athletes or spectators of the inherent risks, dangers, and potential injuries or death that may result from participating in athletic events.

With the erosion of common law defenses and the increase in standards to which people involved in athletics are held, it has become paramount that strategies be implemented to counterattack these trends and improve the overall quality of sporting activities. The key ingredient to effectively minimize potential injuries and resulting litigation is the implementation of specifically designed safety guidelines. It cannot be stressed enough that failure to conduct athletic events with the utmost care will increase the vulnerability of event promoters, directors, coaches, and governing bodies to litigation.

THE ELEMENTS OF NEGLIGENCE

The single factor that probably leads to more litigation as a result of participant or spectator injury is the limited knowledge coaches, trainers, administrators, and Directors have concerning the elements constituting negligence. A better understanding of how civil law works will better prepare you to foresee potential negligence and thus take steps to minimize the loss that may result.

There are four key elements that must be present to bring a cause of action for negligence:

1. A "duty" or obligation must be owed to another, which requires one party to conform to a certain standard or conduct for the protection of the other party from unreasonable harm.
2. A breach of that duty to conform to the standards.

3. An injury must arise from the breach of duty. It must be shown that the breach of duty was the proximate cause of the injury.
4. Monetary damages are warranted as compensation for the injury.

The common law rule of thumb as respects to an action of negligence is the "Reasonable and Prudent Person" doctrine. If an individual acted in a manner that was consistent with how a reasonable and prudent person, given the facts at hand, would have acted, a cause of action for negligence would be unfounded. With the increase in sports technology, medicine, and equipment, the foreseeable cause of injury or loss has been increased. Thus individuals involved in sporting activities have been held to a higher level of supervision and accountability.

There are no specific criteria for determining negligence. Every cause of action must stand on its own merits. Accidents do occur and in every instance, someone can be held negligent for that accident. It has always been incumbent upon the plaintiff to prove the elements of negligence. There must be sufficient evidence that alleged negligence was the proximate cause of the loss and that no other intervening factors contributed to the loss. Courts have not been holding defendants liable where substantial evidence proves that the defendant acted with prudence and caution in performing their duties.

THE DEFENSES AGAINST NEGLIGENCE

Although eroded in effectiveness, there are generally accepted defenses against a cause of negligence. The following are the most widely used defenses:

1. Failure to prove one or more of the elements of negligence necessary to recover damages.
2. Assumption of Risk. This is one of the oldest defenses against a cause of action for negligence and is a defense that has probably eroded the most over the years. When an individual voluntarily assumes the risk of injury or harm arising from the conduct of others, he or she cannot recover if the harm or injury actually occurs. The erosion of this defense has occurred as a result of the higher standard of care required of a defendant in advising the plaintiff, prior to injury or harm, of the potential risks involved in participating in the event.
3. Last Clear Chance. This defense puts the burden of responsibility on the plaintiff as the plaintiff had the "last clear chance" to avoid the injury or harm. This defense was only held to be valid if the harm or injury was foreseeable by the plaintiff and the plaintiff could have taken action to avoid the harm or injury.
4. Contributory Negligence. This defense varies by state and prevents a cause of action in negligence if the plaintiff, even in the slightest degree, contributed to his or her own harm or injury. With this defense, courts will evaluate the standard of conduct required of the defendant based upon the age, physical capacity, sex and training of the plaintiff before making a decision as to fault.

5. Comparative Negligence. This is a relatively new defense and one that was established by state statute to offset the unfairness associated with the contributory negligence defense, which barred a plaintiff from recovery even though they may have been only 1% at fault. Under the comparative negligence doctrine, recovery for damages is pro-rated based upon the percentage of fault associated with the plaintiff. Unlike contributory negligence, a plaintiff may be 1-49% negligent and still recover damages from the defendant. The plaintiff's percentage of fault to recover under comparative negligence varies by state and 40 states have enacted some form of comparative negligence statute. Typically, a plaintiff with 50% or more of the fault will be barred from recovery.

FACTORS THAT CONTRIBUTE TO NEGLIGENCE

There are five fundamental factors that contribute to a cause of action of negligence. It is important that you be very aware of these factors and take steps to minimize or eliminate these factors whenever possible.

1. Ignorance of the Rules. Someone once said "Ignorance is bliss" and that if you were not aware of the rules how could you be held accountable. In today's litigious society, ignorance of rules is not an acceptable basis on which decisions should be made. It is vitally important to the success of any sporting event that all parties involved know the rules.
2. Ignoring the Rules. Ignoring the rules under which a sporting event is to be conducted is to ignore safety. USA Volleyball has a specific set of rules designed to insure the safety of participants and spectators of the sport. USA Volleyball's number one priority is to insure the safety of all those involved in the sport of volleyball. To ignore these rules not only subjects participants to potential harm, but exposes USA Volleyball to a great deal of liability.
3. Failure to Act. Success of any sporting event is dependent upon the people directing the event to respond quickly to problems and act in a "proactive" manner in lieu of a "reactive" manner. Unfortunately, too many event directors or officials tend to react after a tragedy or serious injury occurs. They react to crisis when prevention is the key.

   They fail to:

   a. Assign competent personnel to supervise, maintain, inspect and repair the court or equipment;
   b. Review all aspects of the event prior to tournament day with supervising personnel to insure a coordinated effort and/or
   c. Conduct clinics for officials, safety teams and medical teams.
4. Money. Insufficient funds to properly conduct a safe sporting event often times prevents action. The lack of funds or unwillingness to spend money leads to:

   a. Reduction in safety and services;
   b. Not training or hiring competent personnel;
   c. Not securing safe equipment; and
   d. Not inspecting and maintaining equipment and facilities.
5. Failure to Warn. A great deal of duty is being placed on the event director or official by the courts to warn participants of any potential hazards associated with the event. Knowing conditions of the facility and making these conditions known to the participants prior to the event are essential. Failure to warn of hazardous or potentially hazardous conditions, especially when known, is the #1 factor leading to large monetary damages being awarded to injured athletes.

   USA Volleyball has developed a "Waiver, Release of Liability and Indemnity Agreement"

which must be signed by each participating athlete or athlete's parent or guardian, if a minor. The waiver includes:

a. An acknowledgment of the risk involved in playing a sport.
b. Agreement by participant to follow the rules and regulations of the sport of volleyball.
c. A statement of the USA Volleyball Participant Code of Conduct essential to participating in the sport.
d. Waiver of liability provision.
e. Indemnification and Hold Harmless provision.

This agreement is invaluable in assigning responsibility to the athlete or parent / guardian and for providing good public relations by advising the athlete and/or parent / guardian of the risks of injury. It is important to remember that there is no foolproof way for USA Volleyball, directors or others to transfer responsibility for conducting a reasonably safe event. Reliance on a waiver or hold harmless agreement without utilizing good common safety practices in conducting an event is the equivalent of putting a fire out with gasoline. It just will not work and will no doubt make matters worse than they would have been.

EFFECTIVE RISK MANAGEMENT RECOMMENDATIONS

Although not all-inclusive, the following risk management recommendations, if implemented, will help to prevent situations that may lead to injuries and subsequent litigation.

1. Warn, in specific terms, the athlete and parent/guardian of all the possible risks inherent in the sport activity in which they are participating.
2. Consistently use a waiver and release of liability that has been prepared by a competent attorney knowledgeable of sports law. Never allow a participant to participate without reading and signing the waiver.
3. Establish an effective medical plan for accident emergencies.
4. Establish a plan for the proper supervision of the athlete's while participating in the sporting event.
5. Follow all the sanctioning guidelines for the proper set up and conduction of a volleyball event as established by USA Volleyball.
6. Effectuate a public relations program with all parties involved in the event, especially with parents and athletes.
7. Conduct ongoing clinics to keep officials and volunteers apprised of changes in rules and new techniques used in the sport of volleyball.
8. Conduct periodic safety audits. Inspect equipment and facilities for any possible hazards. Keep records.

THE WAIVER AND RELEASE - HOW IMPORTANT IS IT?

A major concern with many, if not all, Sporting Event Directors or Promoters is how to conduct an event so that it is both profitable and, more importantly, enjoyable for the participants as well as the spectators. The various demands placed on the event Directors and Promoters from Sponsors, Participants, Governmental Agencies, Insurance Companies, etc., has taken most of the enjoyment out of conducting the event and turned the activity into a BUSINESS. The days of getting a group of people together with similar sporting interests for some good old competition and fun has been replaced with the business need to advertise and promote the event, raise sponsorship money for prizes, fight with municipalities over securing a permit, find and train volunteers to help conduct the event, and the constant need to continue looking over your shoulder to see what attorney is following you to serve legal papers over some frivolous claim.

Since it has now become a BUSINESS and no longer a GAME, how can Event Directors or Promoters shelter themselves from the ravages of litigation or claims for damages that can or will arise out of the business of conducting a sporting event? Most people respond by saying "buy insurance" and look at no other alternatives. If you are one of those people, keep looking over your shoulder because the "big one" is about to bite you and it's going to hurt. Insurance is just one aspect of an overall process called RISK MANAGEMENT that each and every Event Director and Promoter should be practicing on a daily basis.

The process of Risk Management is to evaluate the potential areas of the event that could cause a financial loss and develop action plans to help minimize or eliminate the potential for loss. Risk Management is a dynamic process requiring continuing observation and review. The purpose of this article is not to focus on the big picture of Risk Management (we will do a follow-up article outlining the whole process) but rather on one element of the process called Loss Control - the use of Waivers and Releases.

Probably the one single most important risk management action that an Event Director or Promoter can take to shelter themselves from litigation by participants is the use of a Waiver and Release. By using a valid waiver and release you are advising the participant of the hazards of the sport and are placing more of the burden of responsibility squarely on their shoulders. USA Volleyball has developed a valid waiver and release that we believe would be upheld in most if not all jurisdictions. Using a waiver and release that is valid and enforceable provides you a greater degree of security than one that has not. It is for this reason that Event Directors and Promoters should be using the USA Volleyball waiver and release in each and every event.

Using the USA Volleyball waiver and release is one of many risk management techniques that can be used. It is not the total answer to solving litigation problems but its use, coupled with a comprehensive insurance program, doing what a "Reasonable and Prudent" person would do, and abiding by the "rules of the sport" will go a long way in minimizing litigation and claims problems.

USA Volleyball encourages all tournament directors to use the USA Volleyball waiver and release as the STANDARD.

By complying with a set of STANDARDS, as evidenced by the event SANCTIONING process, USA Volleyball is able to work with you in establishing a safe and enjoyable event.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY

NON-OWNED AUTOMOBILE LIABILITY

Every business entity, Sports Federation or National Governing Body, Tournament or Event Director, Coach or any other person asking someone else to use their own personal automobile for the benefit of the business, Federation, Event, Team, etc. faces a financial exposure to loss called Non-Owned Automobile Liability. Liability for loss arising out of the non-owned auto can be impinged to the business, Federation, etc., if the vehicle owner did not carry insurance, had inadequate limits, drove a defective vehicle, or any other host of reasons. The fact that the vehicle owner would not have been using his or her vehicle at the time of loss if it were not for the request of the business, Federation, Director, etc. places some burden of the responsibility for the loss on the requesting entity.

Primary responsibility for any automobile loss always rests with the OWNER of the vehicle. If the owner of an automobile carries automobile insurance, any driver using the auto, with the permission of the owner, has insurance coverage extended to them from the owner's insurance policy. This would not be the case for an entity who is not driving the vehicle but who has requested that the vehicle be used for their benefit. It was for this reason that NON-OWNED AUTOMOBILE LIABILITY INSURANCE coverage was developed.

The purpose of non-owned auto liability insurance is to provide insurance protection to the Employer, the Federation, Event Director, or Coach whenever they are held responsible for a loss arising out of an auto they do not own, hire, rent, or personally drive. Coverage under this insurance DOES NOT extend to the driver or owner of the vehicle involved in the claim for damages. THIS IS A VERY IMPORTANT FACT TO REMEMBER WHEN ASKING VOLUNTEERS, EMPLOYEES, OR OTHERS TO USE THEIR OWN PERSONAL VEHICLES FOR THE BENEFIT OF THE EVENT OR BUSINESS.

The Master Insurance Policy provided by USA Volleyball CAN provide NON-OWNED AUTOMOBILE LIABILITY INSURANCE protection for the Association, its Directors, Coaches, and others acting on behalf of the Association when requesting others to use their personal autos for the benefit of the Association. **This coverage only applies to sanctioned events where the National Office has granted coverage to the event. The request for coverage and the authorization must be in writing.**

Some risk management principles that should be applied to help minimize the loss potential arising from the use of non-owned automobiles are:

1. Always advise the vehicle owner that his/her auto insurance is primary and that the Association's policy would not offer any coverage to the vehicle owner in the event of a loss.
2. Be sure to ask if the volunteer driver's automobile is covered by insurance. It is recommended that the volunteer's insurance policy have limits of at least $300,000.
3. Ask what type of automobile will be driven. Whenever possible, make a visual evaluation of the vehicle to determine if it's in good mechanical order.
4. Whenever possible, request an MVR on the driver to determine driving habits.
5. Don't assume anything. Place yourself in the shoes of a "Reasonable and Prudent" person and ask yourself, "Would I ride in that car or with that driver?"

You may deem these risk management concepts too cumbersome and they may be for some situations. Nevertheless, you have an obligation to yourself and others to determine that people driving vehicles on your behalf are doing so in a prudent and reasonable manner. The non-owned liability exposure you face in conducting your business or event should not be taken lightly.

HIRED AUTOMOBILE LIABILITY

The exposure to loss arising from the use of a Hired Automobile occurs any time an entity or individual hires, rents, or leases (under 6 months) an automobile for business purposes. The exposure contemplates both the car/truck being driven by the person renting the vehicle and a car/truck that is hired with a driver. The first example is the most common in which a Tournament Director rents a Hertz Truck for three days to move equipment to and from the event site or several Hertz vans are rented in order to provide transportation for players or officials to and from an event site. The second example would involve a Director that hires a bus or van service to haul spectators or participants from a remote parking facility to the event complex. Both situations occur regularly at many sporting events.

As indicated under the Non-Owned Automobile Liability section, primary responsibility for loss arising out of an auto rests with the owner of the vehicle. This would be the case with autos that are hired, rented or leased by an entity. Typically, the rental agreement signed to take possession of the vehicle transfers the burden of responsibility from the vehicle owner to the vehicle operator. This contractual transfer of responsibility can cause a tremendous loss exposure to the Director, Entity, Coach, etc., if not dealt with prudently. ***This policy does not include contractual liability if a vehicle is hired.***

If a business entity or individual has either a commercial auto or personal auto liability policy in force that covers the entity or individual for loss arising out of the use of ANY vehicle, the need for any additional insurance coverage for the Hired Automobile exposure is minimized. Hired Automobile Liability insurance coverage was designed to provide automobile liability coverage for those entities or individuals that do not OWN autos and therefore, would not have a need to purchase a commercial or personal auto liability policy.

The Master Insurance Policy provided by USA Volleyball does provide HIRED AUTOMOBILE LIABILITY insurance coverage to the Association and all individuals renting, hiring, or leasing vehicles on behalf of the Association when written permission is obtained from USA Volleyball. The vehicle would have to be rented in the NAME OF THE ASSOCIATION or in the NAME OF THE SANCTIONED EVENT for coverage to apply. Only those people authorized by the national office of USA Volleyball to conduct business on behalf of USA Volleyball can give permission to rent a vehicle in the name of the ASSOCIATION or SANCTIONED EVENT. Permission in writing must be granted by the appropriate authorized person at the USA Volleyball National Office. Directors or others renting, hiring, or leasing a vehicle in their own names without written permission by USA Volleyball would not have coverage under the USA Volleyball policy.

Examples of How Non-Owned and Hired Automobile Coverage Would Apply: (Examples are generic in nature and may not reflect the actual outcome of a claim.)

NON-OWNED AUTOMOBILE EXAMPLES

1. A coach asks a Junior Player's mother to transport several players to an upcoming, sanctioned tournament and an ensuing "at fault" accident occurs injuring players as well as others. Because of the severity of the accident, the mother, the coach, and USA Volleyball are sued for damages. Coverage for the coach and USA Volleyball would be provided by the USA Volleyball policy. No coverage would be provided to the mother.

2. A coach transports players to a sanctioned or approved event in his/her vehicle and is involved in an accident causing injury to players and others. An injured player sues the coach, the Regional Commissioner, and USA Volleyball for damages. Coverage would be provided to the Commissioner and USA Volleyball but not the coach.

3. A parent or player is transporting other players to a sanctioned or approved event in his/her own personal auto and a fatality accident occurs. Neither the parent nor player was asked by USA Volleyball to transport players. No coverage would be provided by the USA Volleyball policy.

4. A Tournament Director of a sanctioned event asks a 17 year old volunteer to use her personal auto to pick up some important officials and sponsors from the airport. On returning from the airport, there is an accident resulting in severe injury to one of the passengers. Suit is brought against the driver, the Director, the Region and USA Volleyball for negligence in allowing the inexperienced driver to drive. Coverage would be provided for the Director, Region, and USA Volleyball but not for the driver.

HIRED AUTOMOBILE EXAMPLES

1. A Regional Commissioner hires a truck and driver to transport equipment to the tournament site of the Regional Championships. The truck is insured with $100,000 of Liability Insurance. While transporting the equipment, the driver rear-ends a school bus. The $100,000 of insurance coverage on the truck is inadequate to cover the loss. Parents sue the Regional Commissioner and USA Volleyball for their negligence in hiring an underinsured trucker. Coverage would be provided to the Commissioner and USA Volleyball but not the trucker. ***This policy does not include contractual liability if a vehicle is hired with a driver. The owner of the vehicle should provide insurance and name USA Volleyball, its Regions & the Tournament Director/Club as additional insureds.***

2. Four courtesy cars are rented from Hertz to be used by Officials at the U.S. Junior National Championships. Permission was granted by USA Volleyball to the Tournament Director to rent the cars in the name of the Tournament. An Official is involved in an auto accident causing injury to another party. The injured party seeks damages from the Official and the Tournament Director. If the Official has an auto policy in force, that policy would respond to cover the official. The USA Volleyball policy would provide coverage for the Tournament Director and potential excess coverage for the Official.

3. An auto is rented by the Tournament Director with written permission from the national office of USA Volleyball. The Director asks a volunteer to use the vehicle to pick up Officials at the airport. On the way to the airport, an accident occurs. The injured party sues the driver and the Tournament Director. The USA Volleyball policy is intended to respond to both the driver and Director.

4. An auto is rented in the name of the Tournament Director to haul equipment to and from a tournament site sanctioned by USA Volleyball. USA Volleyball granted no authorization for the use of the auto. While hauling equipment, the Director is involved in an accident. No coverage would be provided to the Tournament Director. Coverage would be provided to USA Volleyball if the Association were named in a suit.

SPORT ACCIDENT EXCESS MEDICAL COVERAGE -

Sport Accident Excess Medical coverage provided under the USA Volleyball master insurance policy is intended to provide up to $25,000 of Sport Accident Excess Medical coverage for injuries sustained while participating in an approved or sanctioned event. The coverage is **not** designed to replace existing medical coverage available to a participant through employment or any other means and cannot be used in lieu of existing medical coverage. The sole purpose of the Sport Accident Excess Medical coverage is to help supplement the out of pocket costs (deductibles, co-payments, coinsurance) associated with primary medical coverage and to provide reimbursement for covered sports accidents when no other collectible insurance is available.

Coverage will reimburse an injured participant for their potion of covered expenses subject to the Sport Accident Excess Medical deductible. The Sport Accident Excess Medical deductible is currently $250 if other primary health care coverage is available, or $1,000 if no other health care coverage is available.

To assist you in understanding how Sport Accident Excess Medical claims may be handled if submitted to the insurance carrier for payment, the following claims scenarios have been developed. Find the claims scenario that matches your particular claim situation to determine how the Sport Accident Excess Medical coverage may apply.

The following are examples only and may not reflect the terms and conditions of the policy that might apply to an individual claim.

Scenario #1 $3,500 Broken Ankle
Primary Health Care $500 deductible and 80/20 coinsurance

Primary Coverage

$3,500	Billed to primary carrier
-$ 500	Primary Deductible (participant responsible)
$3,000	Balance to be considered by primary carrier
-$ 600	20% coinsurance (participant responsible)
$2,400	Payment by primary carrier

Excess Coverage through USAV

$ 500	Deductible from above
$ 600	Coinsurance from above
$1,100	Balance to be considered by excess carrier
-$ 250	Excess Deductible (participant responsible)
$ 850	Payment by excess carrier

Scenario #2 $3,500 Broken Ankle
No primary health coverage

Excess Coverage through USAV

$ 3,500	Billed to excess carrier
-$1,000	Excess Deductible (participant responsible)
$ 2,500	Payment by excess carrier

SPORT ACCIDENT EXCESS MEDICAL COVERAGE (Continued)

Scenario #3 $300 Laceration to eyebrow
Primary Health Care $250 Deductible 80/20 coinsurance

Primary Coverage

$ 300	Billed to primary carrier
-$250	Primary Deductible (patient responsibility)
$ 50	Balance to be considered by primary carrier
-$ 10	20% coinsurance (patient responsibility)
$ 40	Payment by primary carrier

Excess Coverage through USAV

$ 250	Deductible from above
$ 10	Coinsurance from above
$ 260	Balance to be considered by excess carrier
-$250	Excess Deductible (participant responsible)
$ 10	Payment by excess carrier

Scenario #4 $300 Laceration to eyebrow
No primary health coverage

Excess Coverage through USAV

$ 300	Billed to excess carrier
-$1,000	Excess Deductible (participant responsible)
$ 0	Payment by excess carrier

Scenario #5 $30,000 Knee Injury
Primary Health Care is an HMO, but Participant elects not to use required doctors or hospitals.

If primary health care coverage is available and the choice is made not to use required providers, for whatever reason, the SPORT ACCIDENT EXCESS MEDICAL COVERAGE WILL NOT APPLY. The intent of the Sport Accident Excess Medical coverage is to supplement Primary Medical coverage whenever it is available.

A COACHES NIGHTMARE - AN ACCUSATION OF SEXUAL ABUSE OR MOLESTATION

One of the single most devastating accusations that can be leveled against a coach or team manager is that of sexual abuse or molestation of team members. Whether one is guilty or not of the charge, the mere accusation of child abuse can severely ruin an individual's reputation. These types of claims make great "press" in the newspaper and are often the talk of the town once they are made public.

Once accused of being a "child molester" or "pedophile" it is very difficult to overcome the stigma, even if totally exonerated of all charges. It is for this reason that a great deal of personal care and protection is taken to minimize placing yourself or the Association in position of having to defend against such a devastating claim.

Child abuse can happen in any number of ways and is not limited to the physical touching of a child. Claims can arise out of an oral utterance of sexual content; by over disciplining a player in practice; from the improper use of an auto; from negligent supervision; improper coaching or instruction; or supplying minors with alcohol. It is not uncommon for coaches or managers to be guilty of one or more of these activities in an "unknowing" way.

How can USA Volleyball or its coaches/managers/volunteers protect against such accusations? How can the Association, its Regions, or Clubs guard against allowing **known pedophiles, "closet" pedophiles, or others with serious criminal histories** from associating with junior players and exposing the players to undo harm? These are difficult questions to answer due to the various legal issues, rights of privacy issues, and organizational issues that come into play regarding this subject. Some common sense approaches to this problem can be addressed that would go a long way in minimizing this problem.

Legal Responsibility
The *Volunteers for Children Act, signed into law in 1998*, captures the importance of preventative measures that must be taken by sports organizations with regard to abuse. Under this law, if a volunteer or employee of the organization sexually molests a child in his or her care – and it can be shown that the molester had been ***previously convicted*** of a **relevant** crime **elsewhere in the U.S**. then the organization may be held liable for negligent hiring practices.

How to Protect the Association, Region, or Club
Create and adopt a sexual abuse and molestation policy statement that is universal within the Association that includes the following provisions:

A. Any adult with a legally documented history of child molestation, physical abuse, or other criminal activity that would pose harm to members of the Association would be excluded from membership participation.

B. **Establish a policy of screening potential coaches, managers, or volunteers by conducting comprehensive criminal background checks prior to their involvement in the program. The background check should include; social security verification, address history, a local & national search of criminal records and sex offender registries. It is important that all misdemeanors and felonies be included in this search as often times serious crimes or felonies are pled down to lesser crimes or misdemeanors. Knowledge that such a background check is required is often helpful in keeping "pedophiles" and other predators from infiltrating the organization**. This activity would require the permission of the individual before conducting the background check.

C. Establish a policy or procedure that limits who and what information is made available as a result of the background check. Confidentiality is extremely important and any discussions relating to this information should be limited to **those individuals who have "a need to know".** It is recommended that this responsibility rest with a "board member" of the organization to insure discretion and confidentiality.

D. Establish a training or awareness program for current and new coaches, managers or volunteers regarding abuse and molestation issues. To develop procedures or rules is only half the battle. The organization needs to continually inform, remind, and train its members in order for the procedures or rules to be truly effective.

How to Protect Yourself

As a coach, manager, or volunteer you can minimize your risk by not putting yourself in a position that could lead to a claim of abuse or molestation. This is often times easier said than done. Some rules to live by would include:

A. Never coach alone. Encourage a player's parent to assist in or monitor the practice.

B. Never encourage or allow players to share a room with a coach without another adult present in the room.

C. If you are a male coach coaching female players or vice versa, avoid physical touching in demonstrating a technique, concept or drill. Use another coach or parent as your model in lieu of a player. Keep your hands in your pockets.

D. When transporting players, obey all traffic laws. Require the use of seat belts.

E. Try to refrain from giving personal one-on-one coaching without another adult present.

F. Routinely communicate with parents concerning their sons or daughters. Address discipline or coaching problems promptly with the parents and the player. Let the parents know what the outcomes will be if change is not fostered.

G. Be observant and provide proper supervision of the practice or game. Do not depend on players to be responsible for their activities in your absence.

Following these types of rules will help you from having to defend yourself against an unwarranted claim of abuse or molestation. Whether it is feasible to implement these personal rules or policies for the Association is solely dependent upon the effort and concern placed by the Association or its members in minimizing this exposure. For the Association or its members to ignore or down play the potential risks of abuse or molestation accusations pose a tremendous threat to the overall organization. "Sticking our head in the sand" and only dealing with this potential problem when it occurs is not the solution. We do not want to find ourselves in "damage control" after the fact, but rather we want to be in control and prevent the damage from ever happening.

SEXUAL HARASSMENT

An employer must provide a work environment that is free of discrimination. This means a workplace that is free of harassment, whether it is intentional or unintentional. Employees and applicants for employment must be free of harassment of the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age. Harassment in the workplace is illegal no matter what its form; even innocently intended remarks or uninvited touching may be seen as harassment. The employer may become liable if he/she knows or even should have known of conduct considered harassment and failed to take immediate and appropriate corrective action.

This applies not only to employers, but also to labor organizations, employment agencies, apprenticeship programs or any of their agents or supervisors. Employers are required to have a program in place to prevent discrimination and harassment in the workplace and must take all reasonable steps to prevent harassment and discrimination from occurring. Exempted are religious organizations or corporations not organized for private profit. Harassment includes, among other things, verbal, physical or visual harassment. Sexual harassment includes conditioning a promotion or benefits on sexual favors. Although other provisions of the Fair Employment and Housing Act apply only to employers with five or more employees, the harassment provisions apply to all employers who regularly employ one or more persons.

However, where the employee establishes that the violation was willful, the employer becomes liable for damages and compensatory and punitive damages. Regardless of whether the employee proves intent, the employer will be liable for court costs and reasonable attorney's fees if a violation is proved. If an individual supervisor failed to take action to warn the harassing party and failed to report the incident, the supervisor may be individually liable.

The Federal Equal Employment Opportunity Commission (EEOC) has issued some guidelines that declare sexual harassment to be a form of sex discrimination in violation of Title VII. There are:

1. "Unwelcome" conduct. The commission considers "unwelcome" conduct which the victim did not solicit or incite and which the victim regarded as undesirable or offensive. The commission will look at whether the victim's conduct was consistent with the assertion that the sexual conduct was unwelcome.
2. Evaluating evidence of harassment. While not a necessary element of a claim, whether the charging party made a contemporaneous complaint or the commission when evaluating evidence of sexual harassment will look at protest carefully.

3. "Hostile" environment. A "reasonable person" standard will be used in determining whether a hostile environment existed and no violation is likely to be found "if the challenged conduct would not substantially affect the work environment of a reasonable person."
4. Employer liability. The employer will always be held responsible for acts of "quid pro quo" sexual harassment. In hostile environment cases, the commission will examine carefully whether the employer has in place an appropriate and effective complaint procedure designed to encourage victims to come forward, and if so, whether the victim used it.
5. Remedies. If it finds that the "harassment has been eliminated, all victims made whole and preventive measure instituted," the commission normally will administratively close the charge on the basis the employer took prompt remedial action. Harassment because of sex, race, color, religion or national origin is a violation of the Civil Rights Act of 1964. The EEOC has published guidelines on harassment because of sex, which can be summarized as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

Submission to such conduct is made a condition of employment; or

A. Submission to or rejection of such conduct is used as the basis for employment decisions; or
B. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

In addition to the publication of a policy outlining corporate non-discrimination policy, employers need to specify the executive to whom complaints of harassment or any other form of discrimination may be directed. If in effect, an employer needs a policy and a mechanism to enforce the policy equitably.

Because the threshold of offense varies between and among individuals, and because avoidance of harassment is so important in the workplace, there needs to be some focus on the issue by supervision and management. Following dos and don'ts for your consideration:

- *Do* write and distribute a clear statement of the company's position on harassment of employees and visitors to the workplace.
- *Do* set a good example as a member of management.
- *Do* take any complaints seriously, even if your initial judgment is that the complaint is trivial or unwarranted.
- *Do* investigate complaints and take corrective action.
- *Don't* use your management position to request personal favors of any kind.
- *Don't* wait for a complaint if you personally observe something that is likely to be offensive.

The employer is held strictly liable for harassment of an applicant or employee through the employee's supervisors or agents. The employer also can be held liable for harassment if one employee harasses another employee and if the employer fails to have a policy about the harassment and fails to take corrective action. If the employer, supervisor or agent turns his or her back on the situation, it does not relieve the employer of responsibility or liability. Therefore, the employer, supervisor or agent should take immediate corrective action at the highest level. This could include speaking to the involved employees, (complainant, accused and witnesses), and/or taking immediate disciplinary action. It would be wise to establish an ongoing program to eliminate harassment in the workplace.

When an incident occurs involving harassment - sexual, racial or otherwise - the employer should:

1. Document the event.
2. Treat it confidentially.
3. Treat it seriously.
4. Have management treat the situation as far up the chain of command as possible. Incidents involving serious violations that appear to be deliberate or inexcusable may be subject to punitive damages. Although the Federal statutes pertaining to harassment are specifically targeted at "for profit" business organizations, there may be a significant impact on "non-profit" organizations as well. USA Volleyball, its Regional Associations and Clubs should take all reasonable and necessary steps to minimize the threat of harassment within the overall Association.

VOLUNTEER CONSENT FORM

Your participation as a volunteer working for the Volleyball Club is greatly appreciated. Without your support it would be very difficult for the club to provide a quality volleyball program. As a volunteer you may be asked to assist in a variety of activities including transporting players; conducting fund raisers; being a team parent or representative; working concessions at tournaments; etc. The purpose of this document is to advise you that the activities you may be involved with could result in bodily injury to yourself or others. The Club has taken every reasonable precaution to provide a safe environment for you and other members of the Club.

The Club is covered by a "master" insurance policy provided by USA Volleyball for all approved or sanctioned USA Volleyball activities. As a volunteer you are afforded liability insurance protection for all approved or sanctioned activities you are involved in as long as those activities are being conducted at the direction or request of the Club. The insurance policy provides $1,000,000 per occurrence limits of liability protection.

The Club does not provide workers' compensation or medical insurance coverage to volunteers. In addition, the Club does not provide any auto liability insurance protection to you in the event you are asked to use your automobile for the benefit of the Club. Medical insurance and auto liability insurance would be the responsibility of the volunteer. In addition to liability coverage, the master policy does provide a sport accident policy. This policy will cover accident only related injuries to the volunteer while they are serving in their capacity as a volunteer for USA Volleyball. This policy is secondary to any other insurance the volunteer might have and is limited to a maximum of $25,000.

I have read this document, understand its purpose, and consent to be a volunteer.

_____ _____

Signature of Volunteer Date

If required, I will volunteer to transport players or club members to approved or sanctioned events. I fully understand that I am responsible for maintaining insurance on my automobile and for obeying all traffic laws. As a volunteer driver, I agree to the following:

1. I have a valid driver's license.
2. I maintain at least $300,000 of auto liability insurance on my automobile.
3. My automobile is in good working condition and has the appropriate number of seatbelts for the passengers transported.

Signature of Volunteer	Address1
Print Name	Address2
Date	Telephone#

CHAPERONE RESPONSIBILITIES

Thank you very much for volunteering to be a junior team chaperone. As a chaperone you are assuming certain responsibilities for the welfare of the players under your care, custody and control. To assist you in knowing what your responsibilities are we have created this information sheet for you. Please read and discuss these responsibilities with the team coach or manager. If you understand and accept these responsibilities please sign and date the bottom of the form and return the form to the coach or manager.

As a Chaperone, I understand and take responsibility for the following:

1. As an assigned driver transporting players to and from an event, I will obey all traffic laws and will not take any driving risks that will place the players or me in a harmful situation. All players as well as myself will wear seatbelts while in the automobile.

2. If using my personal automobile for transporting players, I understand that I am responsible for any accidents or injuries to my automobile, myself or to the players. I agree to have automobile liability insurance in the amount of $300,000 or more covering the automobile I will use to transport players. I agree not to transport more players than my automobile has seatbelts for.

3. I will have a meeting with the players I am chaperoning to discuss the following:
   a. Room accommodations - player responsibilities and conduct
   b. Curfew
   c. Check-in requirements with you if the players are going to leave the hotel.
   d. Review of departure times and team activity agenda times.
   e. Alcohol, tobacco and illegal drug restrictions.
   f. Team meals.

4. I will refrain from using alcoholic beverages while conducting my chaperone responsibilities. I will absolutely not drink and drive myself or any players while acting as a chaperone. If for any reason I feel impaired to chaperone, drive, or carry out any of my responsibilities I will personally contact the team coach or manager and advise him/her of my impairment.

5. I will do everything that is reasonable and prudent to insure the safety of myself and the players while performing any chaperone duties.

6. As a chaperone, I understand that I am working under the direction of the Club, Regional Volleyball Association, or USA Volleyball. Any *General Liability* insurance available to the Club, Regional Association or USA Volleyball (excluding auto insurance) is also made available to me while working on behalf of or at the direction of the Club, Regional Association or USA Volleyball. I understand that I may be personally responsible and liable for any of my actions that fall outside the scope of authority granted to me by the Club, Regional Association, or USA Volleyball.

7. I agree and consent to a background screening check.

_____	_____
Signature	Address1
_____	_____
Print Name	Address2
_____	_____
Date	Telephone#

CONTRACTUAL AGREEMENTS

A "risk management" concern that is beginning to pose serious threats to USA Volleyball, as well as all other sports National Governing Bodies providing a "master" insurance program is that of liability assumed under a contract. There is a definite trend by municipalities, school districts, and other owners of sports venues to try and transfer all responsibility of loss to the individual or organization renting or using the venue facility. We have seen numerous instances in which coaches or clubs have been required to assume "all risks of loss" to a gym or facility as a prerequisite to securing a rental agreement. What is most disturbing about this trend is that the coach or club manager signing the rental agreement is often times unaware of the extent of responsibility assumed by the rental contract.

A rental contract or agreement is a legally binding document that needs to be read closely before signing. As a matter of law or public policy in most jurisdictions, one individual or entity cannot transfer their negligent activity to another by contract. What is deemed to be negligent activity can vary dramatically from court to court and circumstance to circumstance and, irrespective of any laws, people or entities continually try to transfer as much responsibility as possible via a contract or agreement. (Refer to the articles in the Risk Management section of this manual titled THE ELEMENTS OF NEGLIGENCE and THE DEFENSES AGAINST NEGLIGENCE for addition information.) Even though there may be favorable laws or public policy protecting against unfair transfer of negligence, a "signed" agreement between two legally responsible individuals or entities providing for proper consideration may require arbitration or legal assistance to resolve "responsibility" issues. Arbitration or legal assistance requires time and money, both of which would be better spent on the sport of volleyball. For this reason, we believe it better to spend a little more time reading, understanding and amending a rental contract prior to signing rather than disputing legal issues at the time of a loss.

The following information is a guide to help you in better understanding issues related to the assumption of risk by contract. You are not expected to understand all the legal jargon or issues relating to a contract, but a little knowledge may prevent the Association from incurring a great deal of risk that would not otherwise be accepted in the absence of such knowledge. When in doubt, ESIX or the National Office of USA Volleyball can assist in evaluating a rental agreement or any other contract in which there is HOLD HARMLESS and INDEMNIFICATION provision.

Liability Assumed by Contract

You will find that most municipalities, schools, or venue owners will require USA Volleyball to hold them harmless and cover all legal expenses as a requirement of using their facility. This contractual liability is covered under the USA Volleyball insurance program and the degree of responsibility will be determined by the wording of the agreement. From a risk management perspective, the two most important sections of any contract to review are the Indemnification and Insurance sections. These two sections can often times be amended so as not to adversely affect USA Volleyball.

There are a wide variety of Indemnification clauses used in rental agreements. Most are written to favor the Lessor (municipal, school district, or venue owner) and require the Lessee (USA Volleyball) to incur more responsibility than necessary. Whenever possible, the Indemnification provision should allocate the responsibilities of each party clearly and equitably. Indemnification provisions that appear to be one sided (in favor of the Lessor only) should be avoided or amended. The following is an example of an ACCEPTABLE Indemnification provision:

USA Volleyball shall defend and hold Lessor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of USA Volleyball, it Regional Associations, Clubs, officers, employees, or agents.

The Lessor shall defend and hold USA Volleyball, its Regional Associations, Clubs, officers, employees, or agents harmless from and against any and all liability, loss, expense (including reasonable attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims from injury or damages are caused by or result from the negligence or intentional acts or omissions of the Lessor, its officers, employees, or agents.

The reason the wording of this Indemnification provision is acceptable is that each party to the agreement is only responsible for their own negligence. Often times we rent a facility that has inherent hazards (unsafe floor conditions or equipment) that are clearly the responsibility of the venue owner. If a loss occurs resulting from unsafe premises, USA Volleyball should not incur this responsibility or loss. Attached to this document is a "checklist" that should be used and completed prior to final signing of any rental agreement. The checklist will assist in identifying exposures to loss that can be identified and dealt with prior to renting the facility.

In the event that a rental agreement does not have a mutually favorable Indemnification agreement, it is recommended that we negotiate to have the attached "**Indemnification Clause Addendum**" added to the agreement. In most cases, the attachment of this Addendum should not be a major obstacle in securing a favorable rental agreement. When it is an issue and securing gym space is in jeopardy, some tough business decisions have to be made. If we can identify and control inherent hazards that are clearly the responsibility of the venue owner or the owner works with USA Volleyball to control such hazards, signing an agreement with an unfavorable indemnification provision may be permissible. When in doubt, always seek the opinion of legal counsel, ESIX or the National Office. Continued claims activity resulting from USA Volleyball's assumption of negligence by contract that could have been prevented or minimized will have a tremendous impact on the cost of insurance paid by the Association. The exposure to loss resulting from the assumption of liability by contract is controllable and every effort should be made to control such loss. Failure to do so affects everyone. Great care should be exercised in controlling potential damage to property in your care,
custody & control.

Indemnification Clause Addendum

Agreement between _____ and _____
(Venue Owner) (Volleyball Club or Region)

It is agreed that this Addendum replaces entirely Section # _____ in the foregoing facilities use agreement and is hereby made a permanent addendum for the length of the agreement.

A. USA Volleyball shall defend, indemnify and hold Venue Owner, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of USA Volleyball, its Regional Associations, Clubs, its officers, employees, or agents.

B. Venue Owner shall defend, indemnify and hold USA Volleyball, its Regional Associations, Clubs, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Venue Owner, its officers, employees or agents.

_____ _____
Signature of USA Volleyball Representative Signature of Venue Owner

Date: ___/___/___ Date: ___/___/___

Rental Agreement Checklist

Prior to signing a rental agreement or facilities use agreement has the following been reviewed:

___ **Facility Walk Through**

Yes	No	
____	____	Facility suitable for volleyball practice and tournament play
____	____	Checked floor surfaces for defects or trip and fall hazards
____	____	Checked low hanging lights, heating units, plumbing, and basketball backboards
____	____	Adequate seating - bleacher seating in good repair
____	____	Men's and Women's restrooms in good repair
____	____	Men's and Women's locker rooms in good repair
____	____	Limited access to balance of school or facility
____	____	Limited access to wrestling mats and gymnastics equipment
____	____	Volleyball standards padded and in good repair
____	____	Is there a school official or facility representative on premises during use of facility?
____	____	Are there procedures for advising venue owner of problems?
____	____	Quick access to phone in the event of emergencies?
____	____	Have maintenance/security personnel been advised of your rental of the facility?
____	____	Is a key required to gain access to the facility?
____	____	Are exits marked and doors unlocked? (no chains securing double doors)
____	____	Rental Agreement required
____	____	Are there well-lit & monitored parking spaces?
____	____	Are there secure "team" parking areas?
____	____	Is there an Emergency Response plan at facility for evacuation & medical emergencies?
____	____	Is there a responsible party for removing unruly spectators?
____	____	Are lighting and electrical systems checked at facility? Any emergency lighting?

___ **Rental Agreement Review**

Yes	No	
____	____	Does the agreement specify dates and times the Club/Region is responsible for venue?
____	____	Is there an indemnification clause?
____	____	Does the indemnification only favor the venue owner?
____	____	Is the Club/Region responsible for all loss or liability, regardless of fault?
____	____	Are there any insurance requirements?
____	____	Are limits required in excess of $2,000,000 Each Occurrence?
____	____	Can rental agreement be amended?
____	____	Venue owner has been advised in writing of the defects, damage, or portions of facility Club/Region will not take responsibility for.
____	____	Has the Indemnification Clause Addendum been added to the Agreement?
____	____	Are certificates of insurance required?
____	____	Does the agreement include signature of a board authorized person?
____	____	Is a waiver of subrogation required per the contract?
____	____	Are you responsible for business personal property of others?
____	____	Are there provisions, which make you responsible for "loss of use" of property?
____	____	Responsible for guests and spectators?
____	____	Is there any liquor liability exposure?
____	____	Any special wording required?
____	____	Warranties or representations about suitability or use of rental equipment?
____	____	Quick Release Adhesive Floor Tape used to line finished floors?

V. CERTIFICATES OF INSURANCE

Entertainment & Sports Insurance Experts, Inc.
5560 New Northside Drive, Suite 640
Atlanta, GA 30328
Phone: 678-324-3300
800-342-4371
Fax: 678-324-3303

USA VOLLEYBALL CERTIFICATE REQUEST PROCESS

Request from Club

1) Clubs will complete a certificate request form available from their Regional Volleyball Association. The form is also available on the USA Volleyball website as a downloadable PDF file.
2) Clubs will remit the request to the Region. The Region will then go to the ESIX online certificate request website (http://www.esixglobal.com). Each Region will be able to sign-on with a Login name and password provided by ESIX. From there, certificate information can be entered, and the certificate will automatically be available within seconds to the Region. If a certificate requires special wording, or special forms, etc., a request form can be submitted to ESIX by email, fax or mail.
3) If certificates are requested through ESIX, then ESIX will issue the certificate and will e-mail the certificate back to the requestor.

Request from Region

1) Regions requesting a certificate for their own purpose can go to the ESIX online certificate request website (http://www.esixglobal.com). Each Region will be able to sign-on with a Login name and password provided by ESIX. From there, certificate information can be entered, and the certificate will automatically be available within seconds to the Region. The online website also allows for the Region to print copies of any cert issued to any club/certificateholder in the Region, or any cert issued to the Region itself. If a certificate requires special wording, or special forms, etc., a request form can be submitted to ESIX by email, fax or mail.
2) If certificates are requested through ESIX, then ESIX will issue the certificate and will e-mail the certificate to the Region.

Request from National Office

1) The National Office may request a certificate by also going to the ESIX online certificate request website (http://www.esixglobal.com). The National Office will also be able to sign-on with a Login name and password provided by ESIX. From there, certificate information can be entered, and the certificate will automatically be available within seconds to the National Office. The online website also allows for the National Office to print copies of any cert issued to any club/certificateholder in any Region, or any cert issued to the National Office itself. If a certificate requires special wording, or special forms, etc., a request form can be submitted to ESIX by email, fax or mail.
2) If certificates are requested through ESIX, then ESIX will issue the certificate and will e-mail the certificate to the National Office.

If you have any policy related questions and technical issues, please contact your Account Representative, Jennifer Rains at 1-800-342-4371 Ext. 120, direct at 678-324-3320 or by email at jrains@esixglobal.com

American Specialty will continue to house the certificates issued prior to 9/1/2010 on their website. If you are searching for old certificates, you can use your previously issued log in at their website: http://www.amerspec.com/certs.

CERTIFICATE OF INSURANCE REQUEST

ALL REQUESTS BY CLUBS MUST BE SENT TO THE REGION

REGION:_____ NEED BY DATE:_____

CLUB NAME: _____

ADDRESS:_____ CONTACT NAME: _____

_____ PHONE #: (____)_____

DOES THE CLUB REQUIRE A CERTIFICATE OF INSURANCE? _____YES _____NO
IF YES, CLUB WILL RECEIVE A CERTIFICATE AS PROOF OF INSURANCE)

PREFERRED METHOD OF CERTIFICATE DELIVERY:

___ FAX: _____ ____ E-MAIL:_____

AUTHORIZED RVA SIGNATURE:_____ DATE:_____

Please attach to this form a list of scheduled tournaments to be organized/sponsored by the Club as well as a list of the facilities to be utilized (with full business name and address) for practices or tournaments by the Club.

SEND ADDITIONAL INSURED CERTIFICATES TO _____ CLUB
_____ CERTIFICATE HOLDER

CERTIFICATE HOLDER

1) NAME: _____ ATTENTION OF: _____

ADDRESS: _____ ADDITIONAL INSURED _____ YES

_____ _____ NO

___ FAX: _____ ____ E-MAIL:_____

LIMITS OF COVERAGE REQUESTED: _____ GENERAL LIABILITY ($1,000,000)
_____ EXCESS LIABILITY

(ONLY CHECK FOR EXCESS LIABILITY IF CERTIFICATE HOLDER REQUIRES MORE THAN $1,000,000 OF COVERAGE)

REASON FOR CERTIFICATE: ____ Building Owner _____ Sponsor _____ Tournament

_____ Other – Describe: _____
Special Instructions: _____

CERTIFICATE OF INSURANCE REQUEST – PAGE 2

2) NAME: _____ ATTENTION OF: _____

ADDRESS: _____ ADDITIONAL INSURED _____ YES

_____ _____ NO

___ FAX: _____ ____ E-MAIL:_____

LIMITS OF COVERAGE REQUESTED: _____ GENERAL LIABILITY ($1,000,000)
_____ EXCESS LIABILITY

(ONLY CHECK FOR EXCESS LIABILITY IF CERTIFICATE HOLDER REQUIRES MORE THAN $1,000,000 OF COVERAGE)

REASON FOR CERTIFICATE: ____ Building Owner _____ Sponsor _____ Tournament

_____ Other – Describe: _____

Special Instructions: _____

3) NAME: _____ ATTENTION OF: _____

ADDRESS: _____ ADDITIONAL INSURED _____ YES

_____ _____ NO

___ FAX: _____ ____ E-MAIL:_____

LIMITS OF COVERAGE REQUESTED: _____ GENERAL LIABILITY ($1,000,000)
_____ EXCESS LIABILITY

(ONLY CHECK FOR EXCESS LIABILITY IF CERTIFICATE HOLDER REQUIRES MORE THAN $1,000,000 OF COVERAGE)

REASON FOR CERTIFICATE: ____ Building Owner _____ Sponsor _____ Tournament

_____ Other – Describe: _____

Special Instructions: _____

VI. DIRECTORS AND OFFICERS COVERAGE

Entertainment & Sports Insurance Experts, Inc.
5560 New Northside Drive, Suite 640
Atlanta, GA 30328
Phone: 678-324-3300
800-342-4371
Fax: 678-324-3303

USA VOLLEYBALL

DIRECTORS' & OFFICERS' LIABILITY INSURANCE PROGRAM

Program premium, terms and conditions are subject to change after 11/1/2012.

ESIX, in conjunction with the national office of USA Volleyball, has developed a special Not-For-Profit Directors and Officers Liability program for the Boards of Directors of the member clubs and Regional Volleyball Associations of USA Volleyball. For 2011, ESIX, our insurance broker, has negotiated a program that offers broad protection for this exposure at very competitive rates. We endorse and sponsor this program and have negotiated coverage that is customized for our local and regional organizations. An electronic platform has been created to make the application and payment process easy and quick.

Briefly, a $1,000,000 limit of protection may be purchased by each individual Club to protect all directors, officers, employees, and volunteers of that Club for **$575*** annually if that Club's gross receipts are under $1,000,000. An optional limit of $2,000,000 is available through this program for the annual premium of **$875*.** If the Club's annual gross receipts exceed $1,000,000, please print the offline application and fax it to ESIX at 678-324-3303 or email it to esix@esixglobal.com to be quoted individually. Both premiums assume no pending or prior loss activity and assume the club has less than 5 paid employees*.

All directors & officer liability program policies have a November 1st effective and expiration date. For any club enrolling mid-year, a pro-rata premium will be charged. There will be a minimum premium of $100.

We highly encourage each Club to purchase this insurance protection. You can do so by accessing the web site and following the link entitled, "Club Directors and Officers Coverage" or by visiting **http://www.fastcov.com/usavolleyball.** You will find extensive information regarding your personal risks; hypothetical claims scenarios, a coverage description, and other information regarding this important protection there as well.

We hope that the majority of USAV Regions and Clubs will participate this year. If you have not purchased this coverage in the past, you will be filling a major gap in your insurance program by purchasing this coverage.

Please feel free to call ESIX at **1-800-342-4371 or 678-324-3300** to discuss this information.

Understanding Directors and Officers Liability

The following information is offered to help understand the coverage. However, in order to fully understand the Association Liability Policy, the policy should be read and reviewed in detail. The precise coverage afforded is subject to the terms, conditions and policy as issued.

What is Association Liability Insurance?

Association Liability Insurance is a form of errors and omissions coverage for the managers of an organization's affairs and others who, while acting in their capacity as directors, officers, employees or volunteers of the organization, function in various roles to achieve the objectives of the organization.

It is similar in nature to policies maintained by or for the benefit of other professionals, such as lawyers, accountants, doctors, etc. Coverage is triggered by a claim made against a director, officer, employee or volunteer alleging that while he was acting in his capacity as such, he did or failed to do something (committed what the policy calls a Wrongful Act) for which he should be held personally accountable. Coverage also extends to the organization if named as a defendant in a lawsuit.

If I am sued, what financial protection do I have?

There are two methods by which the organization can provide financial protection to its directors, officers, employees, and volunteers: indemnification and insurance. Every state by statute permits nonprofit corporations to indemnify their directors and officers against loss incurred as a result of certain types of claims. However, such indemnification does not provide protection in all instances. Additionally, the organization may not have sufficient financial resources with which to pay the losses and defense expenses. This is why most nonprofit organizations purchase Association Liability insurance.

Why do claims arise?

The law provides that under given circumstances, directors, officers, employees and/or volunteers can be held personally accountable for their actions. These individuals can be held accountable for failing to act in accordance with the high standard of conduct commensurate with the duties owed to their constituents.

Additional information can be found under:

- **Hypothetical Claims Scenarios** (http://www.fastcov.com/usavolleyball/hypothetical_scenarios.asp)

Who brings these suits?

Potential claimants include:

- Employees - allegations may include wrongful termination, discrimination, or sexual harassment
- Volunteers - allegations may include failure to supervise others activities which resulted in harm to the volunteer
- Members (players) and/or their parents - allegations may include failure to properly supervise, discrimination, denial of credentialing, sexual harassment, or any other dispute in which the member (player) believes caused harm to him or her
- Competing clubs - allegations may include libel and slander or unfair trade practices
- Organization - allegations may include breach of your duty of care

- Outsiders - outside third parties who transact business or otherwise deal with the organization may assert a claim against a director and/or officer if such outsider has been personally and directly harmed by the wrongdoing

Who is covered?

Past, present, and future directors, officers, employees and volunteers are covered for the reasonable costs of defending themselves against claims alleging a wrongful act, as well as the personal liabilities that they incur for their acts. Additionally, the organization is covered to the degree that it can or may be permitted to indemnify its directors, officers, employees and volunteers and for its direct obligations.

What is covered?

Association Liability insurance protection revolves around the term "wrongful act," which basically means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty while acting in your capacity as a director, officer, employee or volunteer and on behalf of your organization.

What is not covered?

The policy contains relatively few exclusions which are briefly described as follows:

- An adjudication of gaining illegal personal profit or advantage
- An adjudication of a criminal, fraudulent or dishonest act
- **For bodily injury or property damage**
- Alleging or arising from responsibilities and obligations imposed by the Employee Retirement Income Securities Act of 1974 (ERISA), the Fair Labor Standards Act (Except the Equal Pay Act), the National Labor Relations Act, and other similar federal, state or local statutory law
- Alleging or arising from obligations pursuant to any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law
- Arising from pollution or contamination
- Brought by one Insured against another Insured, except for derivative claims or employment practices claims
- Insured under a policy previously in force
- Alleging or arising from professional services performed for others
- Arising from pending or prior litigation (as of the date of the first policy purchased)
- Alleging or arising from an express or implied contract, except for employment practices claims
- Arising out of circumstances which at the inception date of the policy any director, officer, employee or volunteer should have recognized as having the potential for claim

This list is not exhaustive but does contain many of the exclusions relied upon by the insurer to circumscribe the coverage. It is important to review the actual policy for specific language and terms.

How much protection is being offered?

The policy limits of liability are $1 million and are available to respond for defense expenses and expenses of a claim and amounts paid to respond for the liability (damages, judgments and settlements). The $1 million limit is per individual policy. This limit is not "shared" among individual policies. Defense fees and expenses are payable **outside the limits of liability**. The limits of liability are provided on an annual aggregate basis for all claims against all directors, officers, employees, volunteers and the organization.

What is the deductible ("retention") amount?

If protected individuals are held personally liable and no indemnification is available from the organization, the individuals have no deductible or retention amount that they are responsible for under a covered claim. However, if the organization is held

liability or if it is able to indemnify the individuals named in a suit, the retention amount is $1,000.

What does "Claims Made" policy mean?

Association Liability insurance is offered on a "claims made" basis, which means that claims must be made and reported during the policy period. Individuals should be certain that adequate reporting mechanisms and oversight responsibilities exist for this purpose.

Myths Regarding Personal Liability

The following information is offered to help understand exposure related to the Association Liability coverage. It should be noted that the precise coverage afforded is subject to the terms, conditions and policy as issued.

Myth

We don't need to purchase insurance to protect our personal assets.

Reality

These are the facts:

- Nonprofit organizations are not immune from costly litigation.
- Nonprofit organizations are being sued more often and from more sources, despite laws in most states that limit the liability of nonprofit directors and officers.
- Employment related suits for such things as harassment and wrongful termination are at an all-time high, especially since enactment of the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1992.
- Directors and officers are subject to the duties of diligence, obedience, and loyalty and can be sued for negligence in the performance of those duties.
- A claim could threaten the personal assets of directors, officers, and trustees.
- The financial burden of defending a suite against directors, officers, employees or volunteers can drain a nonprofit organization's badly needed resources.
- Non profit organizations are often seen as "deep pockets" despite low asset levels.

Myth

I can't be held personally liable for my actions associated with this organization.

Reality

Since 1985, a number of states have enacted statutes which purport to eliminate or limit certain types of nonprofit directors and officers liability exposure. These statutes vary greatly and require close examination to determine their true benefit. None of the statutes create absolute immunity for the directors and officers. For example, none of the states impact any liability based upon a federal statute or rule. Many of the statutes expressly do not apply to a breach of the duty of loyalty, which is perhaps the most frequently asserted claim against nonprofit directors and officers. Even if a liability limitation applies, the directors and officers may still be subjected to defending the claim and funding the costs associated with that defense.

Myth

No one will sue me. I am a volunteer for a nonprofit organization. Even if a lawsuit were to arise, it will be against the Organization, not me.

Reality

History proves that directors, officers, employees and volunteers of nonprofit

organizations are individually sued across the country. Suits alleging discrimination, wrongful termination, harassment, or false accreditation are not uncommon.

Myth
We purchase General Liability Insurance which protects me for any personal liability if I am individually sued.

Reality
General Liability Insurance can protect the assets of your organization when it is sued for doing (or not doing) something that results in bodily injury or property damage. This type of insurance does not provide protection for lawsuits brought against the directors, officers, employees or volunteers or the organization directly for failure to properly perform your duties as such.

Myth
My personal homeowners' insurance policy will provide protection for me if I am personally sued.

Reality
Although a personal homeowner's insurance policy can provide protection for lawsuits brought against you, most specifically exclude coverage for activities relating to your voluntary service or serving on the board of an organization. This exclusion would apply to any act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the organization.

Myth
Our organization and its directors, officers, employees and volunteers are already protected under our national associations' liability program.

Reality
Although some national associations purchase an Association Liability Insurance Policy, it does not always extend protection to regions, local associations, or member clubs.

Myth
My organization will pay for any lawsuits brought against the directors, officers, employees, and volunteers personally, or against the organization itself. It will indemnify (cover) me if I am personally sued.

Reality

Every state by statute permits nonprofit corporations to indemnify their directors and officers against loss incurred as a result of certain types of claims. However, such indemnification does not provide protection in all instances. For example, indemnification may not be available to the director and officer for the following reasons:

1. The organization may become insolvent or may not have sufficient resources to pay the losses and expenses incurred by the directors and officers.
2. Either the applicable law or the corporation's internal indemnification provisions may be modified to limit or prohibit the expected indemnification.
3. The composition or attitude of the organization's board of directors may change so that the board is no longer sympathetic to the prior officer or director and thus does not make the necessary determinations to authorize the indemnification.
4. As a matter of policy, the organization may deem inappropriate to use contributed funds for such indemnification.
5. Because of public policy considerations and statutory limitations, some claims may be insurable but not indemnifiable.

Association Liability insurance (Directors & Officers Liability insurance) can help provide protection to the directors, officers, employees, and volunteers for all of these non-indemnifiable exposures and thus can offer a more comprehensive financial protection program for these individuals.

Myth

This type of insurance is too expensive, complicated and cumbersome to purchase.

Reality

Purchasing Association Liability insurance to protect directors, officers, employees, volunteers and the Organization itself couldn't be easier or less expensive. By simply completing a short electronic application for coverage and processing payment terms, your Organization can purchase protection for its directors, officers, employees, volunteers and the Organization itself if named in a suit. If your total gross annual receipts are less than $1,000,000, the total annual premium for a $1,000,000 limit of liability (which is shared by all covered parties) is only $625. This amount provides protection for all directors, officers, employees, volunteers, and the Organization.

Hypothetical Claim Examples

The following information is offered to illustrate possible allegations which could be made against a non-profit sports club. In order to fully understand the Association Liability Policy, the policy should be read and reviewed in detail. The precise coverage afforded is subject to the terms, conditions and policy as issued.

Employment Claims

Hypothetical: Employee/volunteer is terminated and files suit alleging wrongful discharge or discrimination based upon the sex, race or age of the employee/volunteer.

Hypothetical: Allegations are made that the club's Board refuses to appoint a minority as a director thereby causing damage to the person.

Hypothetical: Volunteer coach files suit alleging the directors and officers wrongfully denied his request to volunteer based on rumors that he had previously been convicted of child molestation charges, which were false.

Third Party Discrimination Claims

Hypothetical: Member (player) files suit alleging discrimination after being suspended from a game shortly after the directors learn of his involvement in an armed robbery. Hypothetical: Member (player) files suit alleging age discrimination alleging a volunteer/employee wrongfully denied a younger members' request to participate in an older member age group.

Sexual Harassment Claims

Hypothetical: Member (player), employee, or volunteer files suit alleging the coach sexually imposed upon her and that the board members were negligent in the selection of the coach and in failing to supervise his activities.

Credentialing Claims

Hypothetical: Members (players) file suit alleging the Board wrongfully denied the requested credentialing unfairly and improperly.

Defamation Claims

Hypothetical: A competing club files suit alleging the Board allowed materials to be distributed that libeled or slandered the club as a result of the communications by the organization and its directors and officers.

Breach of Duty of Loyalty Claims

Hypothetical: Director, officer, employee or volunteer is sued for allegedly using the organization as a business conduit to benefit himself.

Breach of Duty of Care Claims

Hypothetical: Directors are sued for furnishing goods, services and facilities to a person disqualified under applicable law or bylaws from receiving those goods, services and facilities.

Failure to Supervise Claims

Hypothetical: Directors are sued for failing to conduct routine audits and failing to supervise the Treasurer once it discovers a dramatic shortfall in its bank account.

WHO IS ESIX?

Entertainment and Sports Insurance Experts (ESIX) is a fully integrated risk management and insurance brokerage firm dedicated exclusively to clients in the sports and entertainment industries. ESIX was established in 1994 to serve the risk management and insurance needs of amateur and professional sports organizations, entertainers, athletes, teams, venues and associations.

Today, ESIX operates out of offices in Atlanta, Colorado Springs, and London. Built on a reputation of integrity, innovation and service, ESIX continues to develop comprehensive and cost effective risk management and insurance solutions for our valued clients. Whether you are in need of an insurance product or risk management expertise, ESIX will deliver.

ESIX serves some of the nation's most prestigious **professional and amateur sports organizations, foundations, national governing bodies, associations**, **teams and venues**. By outsourcing the majority of their risk management and insurance functions to ESIX, these organizations are able to access valuable risk management and insurance expertise at a significantly lower overall cost. ***Over 200 sports organizations look to ESIX for their risk management and insurance needs each year.***

ESIX applies its risk management and insurance expertise to **events**, ranging from world-class sporting events to concerts and local events. ***Working with event organizers, sponsors and promoters, ESIX provides risk management and insurance support to over 100,000 events per year.***

ESIX works with **individual athletes and entertainers** to provide insurance products designed to protect their financial future (and that of their family) in the event of death, disability, sickness or other exigencies associated with their skill. Top money winners on the ATP and PGA tours, auto racing champions, elite players in the NBA, NHL, NFL and MLB, and high profile collegiate, individual sport and entertainment performers are among our clientele. ***In total, over 1,100 athletes and entertainers are insured through ESIX each year.***

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