2012-2013 Season

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 will respond to claims from spectators, participants and the public in general. The USA Volleyball registration requirement is a condition of the liability policy and a common practice among sports federations. The general liability policy provides an extension of coverage to include non-owned physical damage to volleyball related sports equipment which is under your care custody and control. This extension is limited to a maximum of $5,000 and required certified damage or proof of loss from payment.

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;

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**.

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

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
Participant Legal Liability	$1,000,000
Personal Injury and Advertising Injury	$1,000,000
General Aggregate	$5,000, 000 Per Event
Employee Benefits Liability	$1,000,000
Products – Aggregate Limit	$1,000,000
Damage to Premises Rented To You (Any One Premises)	$1,000,000
Medical Expense Limit	Excluded (Medical Expense by Sport Accident)
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 GENRAL 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, officials and any other persons who are functioning on behalf of and/or while participating in any 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.