



UNCOMMONLY INDEPENDENT

## *U.S. Ski & Snowboard event organizers insurance benefit summary: July 1, 2023 to July 1, 2024*

This summary provides a general overview of insurance coverage that applies for U.S. Ski & Snowboard event organizers. It is not a complete explanation of all policy provisions or specifics of the policy benefits. No coverage is extended and no representations are made, other than what is stated in the actual insurance policies.

When a U.S. Ski & Snowboard schedule agreement is completed and signed by the appropriate parties, certain insurance coverages apply with respect to the event's organizers, the landowners where the event takes place and the coaches, officials and member participants taking part in the event. There are several insurance policies, all paid for and maintained by U.S. Ski & Snowboard, that provide the applicable coverages. The coverage that applies to event organizers is provided through general liability/excess policies.

Please note that event organizers are bound by and shall conform to all current event requirements as established by U.S. Ski & Snowboard, the International Ski Federation (FIS), or the USOPC, including but not limited to meeting the SafeSport Code, the MAAPP, and athlete safety policies and guidelines. Such regulations and policies are incorporated herein by this reference. Event organizers must follow U.S. Ski & Snowboard's competition administration summary including notifications to adult participants and postings for the event. Please see [usskiandsnowboard.org/safesport-athlete-safety](https://usskiandsnowboard.org/safesport-athlete-safety) for the current policies and guidelines.

### Description of general liability/excess liability coverage

If you are an event organizer, U.S. Ski & Snowboard member participant, member coach, member official or temporary participant, you are an insured under U.S. Ski & Snowboard general liability policy with respect to your ordinary negligence if it is alleged to have arisen in connection with competition in or conduct of sanctioned events (meaning a schedule agreement has been executed) and/or activities conducted or approved by U.S. Ski & Snowboard.

### General liability limits

- \$5,000,000 bodily injury and property damage each occurrence
- \$5,000,000 bodily injury and property damage aggregate per club
- \$5,000,000 participant legal liability each occurrence
- \$5,000,000 participant legal liability policy aggregate
- \$1,000,000 sexual abuse and misconduct per victim
- \$1,000,000 sexual abuse and misconduct policy aggregate
- \$1,000,000 personal and advertising injury each occurrence
- \$2,000,000 products and completed operations each occurrence
- \$1,000,000 damage to premises rented to you – any one premises
- \$5,000 medical payments any one person

There is no deductible for general liability.

## General liability exclusions

### Coverage does not apply to losses arising from:

- Non-ski- and/or snowboard-related events or competitions sanctioned by organizations other than a ski and snowboarding organization
- Events normally conducted under U.S. Ski & Snowboard sanction/schedule agreements for which no sanction/schedule agreement is in place
- Any activity other than camping, meetings, and award banquets, that does not involve athletics (fundraisers)
- Paintball
- Skydiving
- Bungee jumping
- White-water rafting
- Outdoor rock climbing
- Skateboarding, unless such activity takes place at a commercial skate park facility and organized by the CLIP Member Club
- Rock-wall climbing unless such activities are supervised by a professional instructor and organized by the CLIP Member Club
- Surfing unless such activities are supervised by a professional instructor and organized by the CLIP Member Club
- Ropes course unless such activities are supervised by a professional instructor and organized by the CLIP Member Club
- Fireworks
- Big Mountain events
- Telemark events
- Biathlon events
- Any events involving firearms
- Ski touring or skiing in the backcountry/side country on unmarked or unpatrolled areas.

In many cases, an event organizer will have liability coverage through another source that covers claims and lawsuits resulting from its responsibilities as the event organizer. While it is not possible to review all the different scenarios that may apply, it is important to note that U.S. Ski & Snowboard's insurer and claims administrator will review other available sources of insurance to determine how the various policies will coordinate in the management and payment of costs associated with the claim.

If you are a ski area or landowner where an event for which a U.S. Ski & Snowboard schedule agreement is in place, you are automatically an "additional insured" under the policy, and such policy or policies shall be primary to any insurance maintained by the ski area or landowner (note: this does not apply to lawsuits arising out of the ski area's or landowner's own negligence). This means you have coverage under U.S. Ski & Snowboard's liability policies (i.e., U.S. Ski & Snowboard's insurance policy will provide a defense and indemnity to the ski area or landowner) but only with respect to the negligent acts of U.S. Ski & Snowboard and other named insureds. U.S. Ski & Snowboard's policy **does not** cover you for lawsuits arising out of your own negligence or for your standard business operations. If you require a certificate of insurance as evidence of your additional insured status, U.S. Ski & Snowboard will provide such evidence upon your request.

## Excess accident medical insurance for members of U.S. Ski & Snowboard non-CLIP member clubs

Current individual U.S. Ski & Snowboard Members of a U.S. Ski & Snowboard non-CLIP Member Club have excess accident medical coverage during sanctioned or registered events including official training at such events. Official training must take place at the location and on the dates designated by the event organizer of the sanctioned or registered event. Such training must be supervised or directed by a U.S. Ski & Snowboard representative and/or representative of a U.S. Ski & Snowboard Member Club. U.S. Ski & Snowboard requires all its U.S. Ski & Snowboard Members to have valid and sufficient primary medical/accident insurance coverage and to accept full responsibility for understanding the provisions of such coverage as a condition of becoming a U.S. Ski & Snowboard member and participating in official U.S. Ski & Snowboard training and competition. Such primary coverage must be in effect for the entire term of the membership year. Athletes must carry proof of primary insurance and such proof must be available at each event so that prompt medical/hospital care can be authorized, if needed.

Please see the "excess accident medical limits" section on page 4 for an overview of the policy limits.

## When does coverage apply?

While participating in any policyholder-sponsored and sanctioned activities or registered event and traveling (domestic or international) directly and uninterruptedly to and from such activity event. Activity or event must be supervised, directed or approved by an authorized representative of the policyholder.

### Coverage does not apply to losses arising from:

- Non-ski- and/or snowboard-related events or competitions sanctioned by organizations other than a ski and snowboarding organization
- Events normally conducted under U.S. Ski & Snowboard sanction/schedule agreements for which no sanction/schedule agreement is in place
- Any activity other than camping, meetings, fundraisers, and award banquets, that does not involve athletics.
- Paintball
- Skydiving

- Bungee jumping
- White-water rafting
- Outdoor rock climbing
- Skateboarding, unless such activity takes place at a commercial skate park facility and organized by the CLIP Member Club
- Rock-wall climbing unless such activities are supervised by a professional instructor and organized by the CLIP Member Club
- Surfing unless such activities are supervised by a professional instructor and organized by the CLIP Member Club
- Ropes course unless such activities are supervised by a professional instructor and organized by the CLIP Member Club
- Fireworks
- Big Mountain Events
- Telemark Events
- Biathlon Events
- Any events involving firearms
- Ski touring or skiing in the backcountry/side country on unmarked or unpatrolled areas

## Excess accident medical limits

**Insurer: Zurich American Insurance Company**

**Excess accident medical maximum benefit \$25,000:**

- The first \$6,250 of benefits is payable at 80% of allowable expense, the next \$20,000 is payable at 100% of allowable expense

**U.S. Ski & Snowboard general member medical deductible (per person/injury) \$2,000:**

- The deductible must be satisfied within 365 days of the accident date

### Notes:

- Initial treatment must be received within 180 days of the injury
- Benefits are payable for 104 weeks from the date of the covered accident
- Medical expense will be paid only for such expense which is not recoverable from any other insurance policy, service contract or workers' compensation

**Accidental death and dismemberment benefits:**

- Principal sum – \$10,000.00
- Loss period – 180 days from date of injury

## Loss schedule

Loss of life	Principal sum
Loss of both feet, both hands or both eyes	Principal sum
Loss of one hand and one foot	Principal sum
Loss of one hand & one eye or one foot & one eye	Principal sum
Loss of speech and hearing	Principal sum
Loss of one hand, one foot or one eye one-half	Principal sum
Loss of speech or hearing one-half	Principal sum
Loss of thumb and index finger of the same hand one-fourth	Principal sum

"Loss of hand or hands or foot or feet" means severance at or above the wrist or ankle joint, respectively. "Loss of eye or eyes" means the total and irrecoverable loss of the entire sight thereof. "Loss of speech and hearing" means the total and irrecoverable loss thereof. Loss of hearing that can be corrected by the use of any hearing aid or device shall not be considered an irrecoverable loss. "Loss of thumb and index finger of the same hand" means severance of two or more entire phalanges of both the thumb and the index finger.

Note: \$500,000 aggregate limit for any one covered accident.

## How to file a claim

If a properly registered U.S. Ski & Snowboard member is injured during a U.S. Ski & Snowboard covered activity, the injured member must file a claim with his/her own primary insurance carrier and complete a first report of accident form for the excess accident medical insurer. The first report of accident form must be completed by the member, the member's coach or parent/guardian as soon after the accident as possible, but under no circumstances later than one year after the accident, as the deductible under U.S. Ski & Snowboard's policy must be met within one year after the accident in order for coverage to apply.

Once the first report of accident form is completed, a claim can be filed under U.S. Ski & Snowboard's excess accident medical policy for medical charges that are not covered by any other insurance. Claim forms must be filled out completely, with all required signatures.

A copy of the first report of accident form can be obtained via the following:

- <https://usskiandsnowboard.org/sport-development/club-development/club-insurance>
- From [claims@usskiandsnowboard.org](mailto:claims@usskiandsnowboard.org)

## U.S Ski & Snowboard risk management and items for consideration risk management contacts

U.S. Ski & Snowboard has partnered with Lockton Companies to assist U.S. Ski & Snowboard with its risk management needs. Members of the U.S. Ski & Snowboard insurance program may contact Sheryl Barnes ([membership@usskiandsnowboard.org](mailto:membership@usskiandsnowboard.org)) or a member of Lockton Companies' U.S. Ski & Snowboard service team at [303.414.6000](tel:303.414.6000) for additional insurance/risk management information.

## Coaches' clinic

Coaches' clinics are available for U.S. Ski & Snowboard club coaches to secure up-to-date information on the safest coaching methods. Certification of coaches at different levels is also available. For more information on these clinics contact the U.S. Ski & Snowboard Education Department at [435.647.2050](tel:435.647.2050).

## Contracts

Your club may be required to execute an agreement with another entity (for example, to use a facility for ski practice) and it is important that you fully understand the terms and conditions of the proposed agreement. Most agreements include hold harmless and indemnification language, and we encourage you to take the following best practices into consideration when reviewing the indemnity and hold harmless provisions of any agreement. We also strongly encourage you to submit the proposed agreement to Lockton Companies for review from an insurance perspective prior to executing the agreement.

## Ideal wording

- One-sided indemnification in U.S. Ski & Snowboard member club's favor
- The other party indemnifies and holds U.S. Ski & Snowboard harmless for losses; and U.S. Ski & Snowboard does not indemnify or hold the other party harmless

## Acceptable wording

- Mutual indemnification and hold harmless
- Each party is responsible for its own negligent acts

## Acceptable wording, but not as good as above

- One sided, but only for U.S. Ski & Snowboard Member Club's own negligence. U.S. Ski & Snowboard certified member club indemnifies and holds the other party harmless, but only for losses arising out of the U.S. Ski & Snowboard certified club's sole or gross negligence

## Worst-case scenario

- One-sided indemnification in other party's favor
- U.S. Ski & Snowboard member club indemnifies the other party and holds them harmless for losses, and the other party does not indemnify or hold U.S. Ski & Snowboard certified club harmless

## Not acceptable

- One sided in other party's favor and/or assuming responsibility for the negligent acts of the other party