



INSURANCE FACT SUMMARY

Revised January 1, 2020

This brochure has been prepared by USA Water Ski & Wake Sports to describe and explain, in a summary manner, the insurance policies which USA-WSWS maintains for the protection and benefit of its clubs, associations, sport disciplines, divisions and individual members in connection with USA-WSWS sanctioned events. This brochure is intended for informational purposes only and is not a contract of insurance. Should there be any discrepancy between this brochure and the provisions of the actual insurance policies, the terms and provisions of the actual insurance policies will prevail.

INTRODUCTION

USA Water Ski & Wake Sports is the National Governing Body for organized water skiing in the United States, and is a member of the International Waterski & Wakeboard Federation-IWWF (World Governing Body), the Pan American Sports Organization and the United States Olympic Committee (USOC).

The following are associations, sport disciplines & divisions of USA-WSWS: American Water Ski Association (AWSA), American Barefoot Club (ABC), American Kneeboard Association (AKA), National Collegiate Water Ski Association (NCWSA), National Show Ski Association (NSSA), National Water Ski Racing Association (NWSRA), United States Hydrofoil Association (USHA), USA Wakeboard (USA-WB) and USA Adaptive Water Ski & Wake Sports (USA-AWSWS).

USA-WSWS serves a dual mission to promote the growth and development of recreational water skiing, and to organize and govern the sport of competitive water skiing. As part of fulfilling this mission, USA-WSWS provides sanctions for tournaments, practices, exhibitions, clinics and related activities which comply with USA-WSWS's rules and regulations. Sanction applications can be obtained at www.usawaterski.org or by contacting the USA-WSWS national office.

As part of sanctioning, USA-WSWS provides General Liability and Participant Accident coverage for the protection and benefit of its clubs, associations, sport disciplines, divisions and individual members in connection with sanctioned events. A summary of the USA-WSWS insurance programs, along with answers to commonly asked questions, information about how to request certificates of insurance, and instructions about how to report incidents and claims are included within this brochure.



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USA WATER SKI & WAKE SPORTS GENERAL LIABILITY POLICY

The USA-WSWS General Liability insurance program provides legal liability protection to USA-WSWS affiliated clubs, associations, sport disciplines, divisions and individual members **with respect to tournaments, practices, exhibitions, clinics and related activities sanctioned and approved by USA-WSWS**. Without this coverage, the availability of private or public bodies of water for use in hosting tournaments, practices and other sanctioned events would be jeopardized.

Who is the Insurance Carrier for the USA-WSWS General Liability Policy?

Philadelphia Indemnity Insurance Company
A.M. Best Financial Rating: A++ (Superior)
Financial Size Category: XV (\$2 Billion or greater)

Who is an Insured under the USA-WSWS General Liability Policy?

- USA Water Ski & Wake Sports, Inc.
- USA-WSWS Associations, Sport Disciplines and Divisions, and each of their respective employees, directors, officers, coaches, and volunteers.
- USA-WSWS Member Clubs, and their event organizers, event directors, event officials, event coaches, event volunteers and individual members of USAWS, but only while acting in their capacity as such with respect to events sanctioned by USA-WSWS.

What limits of coverage are provided under the USA-WSWS General Liability policy?

Per Occurrence Limit *	\$ 1,000,000
General Aggregate Limit (applies Per Event)	\$ 2,000,000
Products-Completed Operations Aggregate	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Damage to Premises Rented to You	\$ 1,000,000
Medical Expense (any one person)	Excluded
Abuse and Molestation (each occurrence) **	\$1,000,000
Abuse and Molestation (aggregate) **	\$2,000,000
Participant Legal Liability	Included
Watercraft Liability (for non-owned watercraft less than 58 feet in length)	Included

**An Umbrella Liability policy provides an additional \$4,000,000 each occurrence and in the aggregate excess of and on a following form basis to the primary General Liability limits of coverage. The aggregate limit for this Umbrella Liability policy applies separately for each sanctioned event.*

***A sublimit of \$250,000 per person and \$500,000 in the aggregate applies if background check has not been performed.*

Are Waiver and Release Forms Required as a Condition of Coverage?

Signed Waiver and Release forms are required from all participants (and from parents/legal guardians in the case of minors) prior to participation in USA-WSWS sanctioned events. Copies of the required waiver and release forms are available at the www.usawaterski.org web site or by contacting the USA-WSWS national office. The clubs and event organizers are responsible for making sure these forms are being signed and submitted in accordance with USA-WSWS guidelines. By signing these forms, the participants (or parents of participating minors) acknowledge the inherent risks and dangers associated with participating in USA-WSWS sanctioned events and their acceptance of these risks. It is important to remember that obtaining signed waivers from all participants does not reduce the need for insurance or effective safety practices. A signed waiver is USA-WSWS's "first line of defense" against a cause of action for negligence and is a very effective risk management tool.

What is covered under the USA-WSWS General Liability policy?

The USA-WSWS Commercial General Liability policy provides coverage for those sums that the Named Insureds become legally obligated to pay as damages because of claims brought by third parties alleging bodily injury, property damage, personal or advertising injury caused by the acts or omissions of the Named Insureds in connection with USA-WSWS sanctioned events. The following are a few of the key coverage areas:

Bodily Injury Liability: protects the Named Insureds against claims brought by third parties alleging bodily injury or death caused by the negligent acts or omissions of the Named Insureds. The USA-WSWS General Liability policy excludes coverage for medical expenses, since bodily injuries to members participating in a sanctioned event are covered under USA-WSWS's Participant Accident Medical policy.

Property Damage Liability: protects the Named Insureds against claims brought by third parties alleging physical damage to or loss of use of tangible property caused by the negligent acts or omissions of the Named Insureds. All Commercial General Liability policies contain exclusions for damage to property in the insured's care custody and control. Therefore, ski equipment, towboats or other personal property used in connection with a sanctioned event would not be covered in the event of loss or damage. The policy will respond to third party property damage claims caused by use of the equipment, but not to the equipment itself.

Personal & Advertising Injury Liability: protects the Named Insureds against injury, other than bodily injury, arising out of libel, slander, defamation of character, invasion of privacy, wrongful eviction, wrongful entry, false arrest, wrongful detention or imprisonment, malicious prosecution, misappropriation of advertising ideas or style of doing business, or infringement of copyright, title or slogan.

Products Liability: protects the Named Insureds against liability for bodily injury or property damage as a consequence of some defect in a product sold or manufactured by a Named Insured. An example of a products liability claim would include a food poisoning claim from concessions sold by a Named Insured at a sanctioned event.

Premises Liability: protects against liability for bodily injury caused by failure to maintain safe, secure and properly maintained premises. Regardless of how or why a person enters a property, property owners may be held liable if injury occurs. Slip-and-fall and trip-and-fall accidents are by far the most common claims in premises liability law suits.

Participant Legal Liability: protects the Named Insureds against claims brought against that insured for "bodily injury" to a "participant" while participating in any USA-WSWS sanctioned event.

Professional Liability (for Coaches & Officials): protects volunteer Coaches for an error or omission as respects physical training, fitness counseling and nutritional counseling, and

volunteer Officials for an error or omission as respects officiating of any USA-WSWS sanctioned event.

Drug Testing Liability: provides Personal & Advertising Injury coverage for liability arising out of any drug testing program sponsored by USA-WSWS, provided the testing is conducted in accordance with U.S. Anti-Doping Agency (USADA) policies and procedures.

Watercraft Legal Liability: protects the Named Insureds against claims arising out of use and operation of non-owned watercraft (i.e. towboats) less than 58 feet in length in connection with USA-WSWS sanctioned events. The watercraft liability coverage provided by this policy is secondary to the primary watercraft liability coverage required to be carried by the boat's owner (pursuant to the USA-WSWS Boat Insurance Requirements applicable to boats used during sanctioned events). Boat owners who satisfy the minimum boat insurance requirements will be eligible for excess watercraft liability coverage through USA-WSWS's General Liability policy while the owner's boat is being used during a USA-WSWS sanctioned event. For further information, please refer to the Boat Insurance Requirements posted on the USA-WSWS web site.

Host Liquor Liability: protects the Named Insureds against liability associated with serving alcohol on a complimentary basis. The laws vary by state, but most provide that a party which serves alcoholic beverages is liable for injury or damage caused by an intoxicated person if it can be established that the party serving the alcohol caused or contributed to the intoxication of the person. If alcohol is going to be for sale during a sanctioned event, the party selling the alcohol will need to secure an appropriate liquor license and carry Liquor Liability coverage. The USA-WSWS General Liability program does **not** provide coverage for liability arising out of the sale of alcoholic beverages.

Abuse & Molestation Liability: protects the Named Insureds against claims alleging liability for actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any insured, or the Named Insured's negligent employment, investigation, supervision, reporting or failure to report to the proper authorities, retention of a person for whom any insured is or ever was legally responsible. This coverage will not pay any claim or defense costs on behalf of any person who personally takes part in inflicting physical or sexual abuse, sexual molestation, sexual exploitation or sexual injury upon another person; or on behalf of any person who remains passive upon gaining knowledge of any alleged physical or sexual abuse, sexual molestation, sexual exploitation, or sexual injury.

What is not covered under the USA-WSWS General Liability policy?

- Bodily Injury or Property Damage that is unrelated to a USA-WSWS sanctioned event or not caused by the acts or omissions of a Named Insured under the USA-WSWS General Liability program.
- Medical Expense claims are excluded under the USA-WSWS General Liability policy. (Note: Excess Accident Medical Expense coverage is provided for USA-WSWS members who are injured during USA-WSWS sanctioned events through the USA-WSWS's Participant Accident policy).
- Claims for physical damage, theft or loss to Property in the care, custody and control of the Named Insureds and used in connection with sanctioned events. Examples would include property or equipment which is leased, rented or borrowed from others for use during the event.
- Auto Liability & Physical Damage claims.
- Aircraft Liability & Physical Damage claims (In addition to the standard Aircraft exclusion, a separate exclusion also applies with respect to any claims arising out of "any and all water ski kite flying activity").
- Watercraft Liability Exclusion (This exclusion does not apply to non-owned watercraft under 58 ft. in length used during USA-WSWS sanctioned events. Coverage is secondary to the primary watercraft liability coverage to be carried by the boat's owner pursuant to the Boat Insurance Requirements posted on the USA-WSWS website. Boat owners who satisfy the minimum boat insurance requirements will be eligible for excess watercraft liability coverage through USA-WSWS's General Liability policy while the owner's boat is being used during a USA-WSWS sanctioned event).
- Watercraft Hull Physical Damage Exclusion (no coverage is provided for damage to boats used in connection with sanctioned events. Refer to Claims for Damage to Property in the care, custody and control of the Named Insureds as specified above).
- Participant vs. Participant Exclusion (this eliminates coverage for claims/lawsuits filed by one participant against another for injury. This exclusion does not preclude coverage for USA-WSWS, its associations, sport disciplines and divisions and clubs. In addition, this exclusion does not apply to member volunteer boat drivers who have obtained a USA-WS Trained Boat Driver Rating or a more advanced USA-WS Sport Division Boat Driver Rating).
- Expected Or Intended Injury Exclusion – excludes coverage for intentional acts which result in "bodily injury" or "property damage" from the standpoint of the Named Insureds (this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property).
- Liquor Liability Exclusion – excludes coverage for claims arising out of the sale of alcoholic beverages or to the sharing of revenue associated with the sale of alcoholic beverages. (Note: Host liquor liability coverage is provided to the Named Insureds under the policy for alcohol served on a complimentary basis to adults of legal drinking age).
- Fireworks or Pyrotechnics Exclusion (excludes coverage for bodily injury, property damage, personal and advertising injury or medical expenses arising out of the ownership, maintenance, handling, storage, distribution, sale or use of fireworks, flash-powder, or explosive compositions).
- Standard General Liability policy exclusions and limitations per standard ISO General Liability policy form, including Workers' Compensation and Similar Laws, Employer's Liability, Pollution, Mobile Equipment, War, Nuclear Energy Liability Exclusion and Employment Related Practices Exclusion.
- Fungi or Bacteria Exclusion
- Lead Liability Exclusion
- Asbestos Liability Exclusion
- Exclusion – Violation of Statutes that govern emails, fax, phone calls or other methods of commercial sending material or information

The exclusions identified above do not represent a complete list of exclusions and limitations under the policy. Additional exclusions and limitations apply.

How do I request a Certificate of Insurance as evidence of the USA-WSWS General Liability coverage?

USA-WSWS has the authority and ability to issue certificates requested by its member clubs, associations, sport disciplines and divisions in connection with USA-WSWS sanctioned events.

To obtain a certificate of insurance, the club must complete a Certificate of Insurance request form which is available to all USA-WSWS affiliated Clubs via the USA-WSWS web site: www.usawaterski.org. Please be certain to fill out the certificate request form completely and accurately. Requests for certificates of insurance should be directed to USA-WSWS national office. Please do not wait to submit your certificate requests until Friday afternoon or just prior to your sanctioned event, as USA-WSWS may not be able to produce your requested certificate(s) in time for your event/practice. The form must show the full name and address of the certificate holder, whether or not Additional Insured status is requested, and be accompanied by the appropriate fee charged for this service. USA-WSWS will issue and send the certificates to the Clubs via email. The Clubs will be responsible for delivering the requested certificates of insurance to the Certificate Holders.

Please request Certificates of Insurance only for those third parties who require them and have a direct relationship with your Club's sanctioned events.

A certificate of insurance is a document issued by or on behalf of an insurance company to provide an interested third party (the Certificate Holder) with information regarding the insurance coverage maintained by the Named Insured. The most common type of certificate is provided for informational purposes only to advise a third party Certificate Holder of the existence and amount of insurance issued to the Named Insured, and confers no rights upon the Certificate Holder. The second most common type of certificate is one that in addition to describing the insurance available to the Named Insured, the certificate may also convey information that the Certificate Holder is an "Additional Insured" under the policy issued to the Named Insured, thus giving the Certificate Holder some interest in the policy itself.

For example, USA-WSWS clubs will often be required to provide Certificates of Insurance to the following parties as a means to secure permission from and to confirm availability of lakes for USA-WSWS sanctioned events:

- Private property/lake owners (private bodies of water)
- Public parks/lakes regulated by a government entity (public bodies of water)

If the certificate includes the private lake owner or government entity as an Additional Insured, it will protect the private lake owner or government entity against claims caused, in whole or in part, by the acts or omissions of the Named Insured(s) during use of the property/lake for USA-WSWS sanctioned events. Additional Insured status does not cover the private lake owner or government entity for liability arising out of their own negligence.

Important Definitions:

Certificate Holder: the interested party provided with a certificate of insurance as evidence of the insurance maintained by the Named Insured.

Named Insured: the person, firm, or organization specifically designated on the applicable insurance policy for whom the insurance company has agreed to provide coverage (i.e. USA-WSWS, its member clubs, associations, sport disciplines and divisions).

Additional Insured: an interested party (usually a Certificate Holder) for whom the insurance company has agreed to extend limited coverage, but only with respect to claims caused, in whole or in part, by the acts or omissions of the Named Insured.

***USA-WSWS General Liability Policy
Incident Reporting Procedures and Form for Sanctioned Events***

Any incident that occurs at a USA-WSWS sanctioned event could potentially lead to a general liability claim against USA-WSWS, its associations, sport disciplines and divisions, clubs, event organizers and individual members. **It is important that key information is recorded for each and every incident that occurs during sanctioned events, and that this information is promptly reported.** USA-WSWS has developed a General Liability Incident Report form for this purpose. The Incident Report form is available to all Clubs via the USA-WSWS web site: www.usawaterski.org.

The on-site Safety/Club Official or Event Organizer is required to complete the Incident Report form at the time of an Accident, Injury or Other Incident during a USA-WSWS sanctioned event. Please be certain to fill out the Incident Report form completely and accurately. Prompt reporting of incidents provides the insurance company with a head start in evaluating and resolving these matters, where possible, and ensures that the strongest possible defense can be provided to the Club or Event Organizer in the event that a claim is filed. A claim is an actual demand for damages by a third party.

Incidents may include injuries to participants, spectators, volunteers, boat accidents, theft or damage to property of a third party, etc. Examples of incidents which need to be reported include, but are not limited to, the following:

- Serious Injury or Illness
- Drowning
- Other Fatality
- Minor Property Damage
- Serious Property Damage
- Boating Accident
- Missing Person(s)
- Theft

Completed USA-WSWS Incident Report forms should be submitted by fax or email to:

USA-WSWS, Inc.
ATTN: Competition & Sanctioning
1251 Holy Cow Road
Polk City, Florida 33868
(863) 325-8259 Facsimile
competition@usawaterski.org

Any incident involving a serious bodily injury requiring emergency medical transport or a death/fatality should be reported immediately to Philadelphia Insurance Companies by calling the 24 hour claims #1-800-765-9749. The USA-WSWS Director of Competition should also be notified immediately of any such injury or incident by calling 1-863-324-4341.

General Liability Questions and Answers

Do I need a Certificate of Insurance to be covered under the USA-WSWS General Liability policy?

USA-WSWS, Inc., its associations, sport disciplines, divisions and clubs are automatically insured through this program with respect to USA-WSWS sanctioned events. A certificate of insurance can be issued showing your organization as a Named Insured with respect to sanctioned events. However, certificates are normally issued as proof of insurance to third parties showing that the club/event organizer has coverage with respect to events sanctioned by USA-WSWS.

What events can be sanctioned by USA-WSWS?

USA-WSWS provides sanctions for tournaments, practices, exhibitions, clinics and related activities. For more information, please refer to the Event Sanctioning link on the USA-WSWS website.

How do I request a Certificate of Insurance?

Certificate of Insurance request forms for sanctioned events are available at the www.usawaterski.org web site or by contacting the USA-WSWS national office. See the Certificates of Insurance section of this brochure for more details.

Can a third party be covered by this insurance?

Yes. Third parties having an insurable interest may be included as an "Additional Insured," but only with respect to the acts or omissions of the Named Insureds in connection with USA-WSWS sanctioned events. Examples might include event sponsors, land/lake owners offering use of these facilities, etc.

Should I provide a vendor/contractor (such as a concession stand operator) with a certificate of insurance including the vendor/contractor as an Additional Insured?

Vendors and contractors should carry their own General Liability insurance to cover their negligent acts and omissions. Event organizers should not be liable for the actions of anyone contracted to provide goods and services in connection with sanctioned events. These contracted parties should be required to provide a certificate of insurance as evidence of their own General Liability coverage with the certificate naming USA-WSWS, Inc. and the club/event organizer as Additional Insureds. If the vendor provides a certificate in favor of USA-WSWS, then a reciprocal certificate may be provided to the vendor.

Is there coverage for damage to equipment and other personal property used by the club/event organizer in connection with a sanctioned event?

No. General Liability policies do not cover damage to personal property in the care, custody and control of the Named Insureds. It does not matter whether the equipment and personal property is owned, leased, rented or borrowed from others for use during the event....NO COVERAGE APPLIES. The owners of any equipment or personal property to be used in connection with a sanctioned event should be made aware of this fact prior to the event (so that the owners can make sure that appropriate property insurance or similar coverage is in effect).

What about damage to ski equipment used in connection with a sanctioned event?

Again, damage to personal property used by the Named Insureds in connection with a sanctioned event is not covered under the USA-WSWS General Liability policy for loss or damage. This personal property should be insured by the owner of such property.

Does the policy provide any coverage for theft, loss or damage to boats used in connection with sanctioned events?

No. The policy does not provide coverage for theft, loss or damage to any boat, motor(s), trailer or additional equipment (such as electronics) used during sanctioned events. This is the responsibility of the boat owner. Please refer to the Boat Insurance Requirements posted on the USA-WSWS website for more details.

What are the minimum insurance requirements for a boat to be used during a USA-WSWS sanctioned event?

All motorized boats (including towboats, personal watercraft, pontoons, barges or other motorized watercraft) must have at least \$500,000 in primary watercraft liability insurance in place to be used during a USA-WSWS sanctioned event. In addition, the following parties must be included as Additional Insureds: *USA-WSWS, its sponsors, directors, employees, volunteers, members, clubs, associations, sport disciplines & divisions*. If these requirements have not been met, the boat cannot be used in connection with a USA-WSWS sanctioned event. Please refer to the Boat Insurance Requirements posted on the USA-WSWS website for more details.

General Liability Questions and Answers (continued...)

Does the USA-WSWS General Liability policy provide any watercraft liability coverage for boats used during sanctioned events?

Yes. The policy protects the Named Insureds against claims arising out of use and operation of non-owned watercraft less than 58 feet in length in connection with sanctioned events. This coverage is secondary to the primary watercraft liability coverage required to be maintained by the boat's owner. Please refer to the Boat Insurance Requirements posted on the USA-WSWS website for more details.

Does USA-WSWS provide any excess watercraft liability coverage to the boat owner while the owner's boat is being used during a sanctioned event?

Yes. Boat owners who satisfy the minimum boat insurance requirements will benefit from an additional \$2,000,000 in excess watercraft liability coverage through USA-WSWS's General Liability and Umbrella Liability policies for claims relating to use of the owner's boat during a USA-WSWS sanctioned event. Please refer to the Boat Insurance Requirements posted on the USA-WSWS website for more details.

What if the boat used during the sanctioned event is owned by the Club or an individual Club member?

The owner of the boat is required to carry the primary watercraft liability coverage with limits of at least \$500,000 for the use and operation of the boat (with USA-WSWS, its sponsors, directors, employees, volunteers, members, clubs, associations, sport disciplines & divisions as Additional Insureds), and to carry hull coverage in the event of loss or physical damage to the boat itself. If the Club or individual Club member satisfies USA-WSWS's Boat Insurance Requirements, the Club or individual Club member will benefit from an additional \$2,000,000 in excess watercraft liability coverage through USA-WSWS's General Liability and Umbrella Liability policies for claims relating to use of the owner's boat during a USA-WSWS sanctioned event. Please refer to the Boat Insurance Requirements posted on the USA-WSWS website for more details.

What if the boat used during the sanctioned event is on loan from a boat dealership?

The boat dealership (as the boat owner) is required to carry the primary watercraft liability coverage with limits of at least \$500,000 for the use and operation of the boat (with USA-WSWS, its sponsors, directors, employees, volunteers, members, clubs, associations, sport disciplines & divisions as Additional Insureds), and to carry hull coverage in the event of loss or physical damage to the boat itself. If the boat dealership satisfies the minimum boat insurance requirements established by USA-WSWS, then the boat dealership will benefit from an additional \$2,000,000 in excess watercraft liability coverage through USA-WSWS's General Liability and Umbrella Liability policies for claims relating to use of the owner's boat during a USA-WSWS sanctioned event. Please refer to the Boat Insurance Requirements posted on the USA-WSWS website for more details.

Are Club owned boats covered by the USA-WSWS General Liability policy if we take them to another state to participate in a USA-WSWS sanctioned event?

Yes, provided that the Club satisfies the USA-WSWS Boat Insurance Requirements. Pursuant to the USA-WSWS Boat Insurance Requirements, the Club (as the boat owner) is required to maintain primary watercraft liability coverage for operation of the boat (naming USA-WSWS and the Club as Additional Insureds), and to carry hull coverage in the event of loss or damage to the boat itself. The boat insurance maintained by the club would need to be primary for damages resulting from an accident in which the boat played a contributing role, regardless of the state where the accident occurred.

What if the boat we plan to use during a sanctioned event is 58 ft. or longer?

The USA-WSWS General Liability policy limits coverage to the use and operation of non-owned watercraft (i.e. towboats and other watercraft) less than 58 feet in length in connection with sanctioned events. Therefore, no coverage would be available for a boat that is 58 ft. or longer. We recommend that the club/event organizer use a boat that is less than 58 ft. in length.

Does the USA-WSWS General Liability policy provide coverage for lawsuits brought against the Club/Event Organizer by a participant who was injured in a USA-WSWS sanctioned event?

Yes, depending upon the nature of the claim and subject to applicable policy terms and conditions, coverage is contemplated for Participant Legal Liability exposures.

General Liability Questions and Answers (continued...)

Does the USA-WSWS General Liability policy provide coverage for lawsuits filed by one participant against another participant?

No, this is excluded under the policy. However, if the Club/Event Organizer or USA-WSWS were also named in the lawsuit, the USA-WSWS General Liability policy would respond on behalf of the Club/Event Organizer and USA-WSWS. In addition, the Participant vs. Participant exclusion does not apply to USA-WSWS member volunteer boat drivers who have obtained a USA-WS Trained Boat Driver Rating or a more advanced USA-WS Sport Division Boat Driver Rating.

How are volunteers covered under the USA-WSWS General Liability policy?

USA-WSWS requires all volunteers at sanctioned events to be Active members of USA-WSWS. Active members who serve as volunteers (including safety directors, officials, etc.) are covered for liability claims arising out of their negligent acts or omissions while acting under the direction of the Club/Event Organizer and within the scope of his/her assigned duties in connection with a USA-WSWS sanctioned event.

Can club members who have a USA-WSWS Key/Supporting membership serve as volunteers at a USA-WSWS sanctioned event?

No. USA-WSWS requires all volunteers at sanctioned events to be Active members of USA-WSWS.

At our Club's events sanctioned by USA-WSWS, my wife doesn't ski or ride in the boat. However, she helps straighten skis, recoil ropes on the dock, and announces. Does she need to be a USA-WSWS Active member?

Yes! USA-WSWS requires all volunteers at sanctioned events to be Active members of USA-WSWS. Although she isn't skiing or riding in the boat, she is participating as a Volunteer in a USA-WSWS sanctioned event, and therefore, must be a USA-WSWS Active member.

I am a USA-WSWS member and volunteer boat driver. Am I covered for liability claims arising out of my operation of a boat during a USA-WSWS sanctioned event?

Subject to applicable policy terms and conditions, USA-WSWS members are covered under the USA-WSWS General Liability policy for liability claims arising out of their operation of a boat during a USA-WSWS sanctioned event. The coverage is secondary to the primary watercraft liability coverage maintained by the boat's owner. USA-WSWS member volunteer boat drivers who have obtained a USA-WS Trained Boat Driver Rating or a more advanced USA-WS Sport Division Boat Driver Rating receive the benefit of expanded coverage under the USA-WSWS General Liability policy since the Participant vs. Participant Exclusion does not apply to USA-WSWS trained drivers.

Our Club is going to be selling alcohol at a USA-WSWS sanctioned event to raise funds. Is this covered under the USA-WSWS General Liability policy?

No. The USA-WSWS General Liability policy only provides host liquor liability coverage for complimentary service of alcohol to adults of legal drinking age. Clubs selling alcohol or sharing in the proceeds from the sale of alcohol will need to purchase full Liquor Liability coverage.

Will the USA-WSWS General Liability policy provide our Club with coverage if we are just skiing for fun with family and friends and are not taking part in a USA-WSWS sanctioned event or sanctioned practice?

No. The USA-WSWS General Liability program only affords coverage to Named Insureds in connection with USA-WSWS sanctioned events (including tournaments, practices, exhibitions, clinics and related activities) conducted in accordance with USA-WSWS's rules and regulations.

Must all of our Club members be USA-WSWS members for the USA-WSWS General Liability insurance to be in effect during sanctioned events?

No. However, all club members who participate in any USA-WSWS sanctioned event must be either Active or Guest members of USA-WSWS.

General Liability Questions and Answers (continued...)

Our Club owns a dock, a float, a slalom ski course and a ski jump ramp. Does the USA-WSWS General Liability policy provide liability protection to the Club with respect to these items?

Yes, but the insurance coverage afforded through USA-WSWS only applies while the sanctioned event is taking place. If your club is responsible for a ski jump, slalom course, dock, swim platform, or other lake equipment permanently installed on a body of water, your Club should enroll in the optional USA-WSWS Club Insurance Program which provides USA-WSWS affiliated clubs with access to affordable, easy to obtain General Liability and Participant Accident coverage for liability arising out of the Club's day-to-day operations, its lake equipment (on a 24/7 basis) and activities that are sponsored, organized and/or supervised by the enrolled Clubs (such as fundraisers, community service projects, etc.) for which sanctioning is not available through USA-WSWS. Please refer to the USA-WSWS Club Insurance Program documentation posted on the USA-WSWS website for more information.

Our Club owns a ski jump. Over the holiday weekend, some college kids used the ramp without our permission and one of the kids was seriously injured. The injured student has filed a lawsuit against our Club. Will the USA-WSWS General Liability policy provide coverage to us for this claim?

No. The USA-WSWS General Liability program only affords coverage to your Club while a USA-WSWS sanctioned event is taking place. Since this incident did not occur during a USA-WSWS sanctioned event, no coverage applies to provide defense of this claim. If your Club had enrolled in the optional USA-WSWS Club Insurance Program, your Club would be eligible for defense and coverage with respect to this incident.

Our Show Ski club uses trampolines for dry land training. Are we covered for liability arising out of use of these trampolines?

Yes, but only during training as part of a USA-WSWS sanctioned event (including sanctioned practices).

USA-WSWS PARTICIPANT ACCIDENT POLICY

USA-WSWS provides Participant Accident benefits to Active and Guest members who participate in USA-WSWS sanctioned events. Participant Accident benefits include Accident Medical Expense benefits and Accident Death & Dismemberment benefits for injuries sustained by USA-WSWS members during sanctioned events.

Who is the Insurance Carrier for the USA-WSWS Participant Accident Policy?

National Union Fire Insurance Company of Pittsburgh, PA (AIG)
A.M. Best Financial Rating: A (Excellent)
Financial Size Category: XV (\$2 billion or more)

Who is eligible for coverage under the USA-WSWS Participant Accident Policy?

Eligible Persons include all **Active Members** (includes Elite, 25 and Up, Under 25, Family Active, Family Active Dependent, Foreign Active and Grassroots categories) and **Guest Members** (includes Guest and Basic Skills members) while participating in USA-WSWS sanctioned events (i.e. Covered Activity). Active members serving as Volunteers during a USA-WSWS sanctioned event are also covered.

What is covered under the USA-WSWS Participant Accident policy?

Subject to the applicable benefit limits and exclusions, the policy pays for reasonable Medical Expenses and Accidental Death and Dismemberment benefits for Eligible Persons who sustain accidental bodily injury while participating in USA-WSWS sanctioned event. The coverage extends from the start of the event through its completion, and includes direct travel to and from the event. The accident medical coverage is secondary to any other available medical/health insurance and is subject to a \$1,000 deductible per claim.

What is not covered under the USA-WSWS Participant Accident policy?

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

- Suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
- sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning.
- the Insured's commission of or attempt to commit a felony.
- declared or undeclared war, or any act of declared or undeclared war.
- participation in any team sport or any other athletic activity, except participation in a Covered Activity.
- full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority.
- travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is: (1) riding as a passenger in any aircraft not licensed for the transportation of passengers for hire; (2) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
- any condition for which the Insured is paid benefits under any Workers' Compensation Act or similar law.
- the Insured being under the influence of drugs or intoxicants, unless taken under the advice of a Physician

Note there are additional exclusions which pertain to the Accident Medical Expense Benefits which are contained in the policy.

What benefits and limits are provided under the USA-WSWS Participant Accident Policy?

Accidental Medical Expense Benefits

Maximum Amount: \$10,000

The policy provides coverage for accidental bodily injury resulting directly from members participating in a USA-WSWS sanctioned event. Coverage does not include loss from pre-existing conditions or from competing in non-sanctioned events. If an accidental bodily injury results in an Insured Person requiring medical care and treatment within 90 days of the accident, we will pay the reasonable and customary medical charges of medically necessary medical services up to the benefit amount. Medical expenses must be incurred within 104 weeks of the date of accident. The policy provides coverage against loss in excess of and on a secondary basis to coverage provided under other valid and collectible medical insurance and is subject to a \$1,000 deductible per claim.

Accidental Death and Dismemberment

Maximum Amount: \$10,000

If accidental bodily injury during a USA-WSWS sanctioned event causes the following losses within one year of the date of the accident which are not otherwise excluded, the following benefits will be paid:

Loss of Life.....	100% of Maximum Amount
Both Hands or Both Feet	100% of Maximum Amount
Sight of Both Eyes	100% of Maximum Amount
One Hand and One Foot	100% of Maximum Amount
One Hand and the Sight of One Eye.....	100% of Maximum Amount
One Foot and the Sight of One Eye	100% of Maximum Amount
One Hand or One Foot.....	50% of Maximum Amount
The Sight of One Eye	50% of Maximum Amount

Catastrophe Cash Benefit

Maximum Amount: \$30,000

Waiting Period: 12 Months

If accidental bodily injury during a USA-WSWS sanctioned event causes the following losses within 90 days of the date of the accident which are not otherwise excluded, the following benefits will be paid:

Coma.....	100% of Maximum Amount
Paralysis of Two or More Limbs (Upper and/or Lower)	100% of Maximum Amount
Paralysis of One Limb (Upper or Lower)	50% of Maximum Amount
Paralysis of One or More Other Parts of the Body	based on comparable extent of paralysis

Emergency Evacuation with Family Travel Benefit

Maximum Amount: \$30,000

Repatriation of Remains Benefit

Maximum Amount: \$30,000

This is only a brief description of the coverage that the Participant Accident policy provides to USA-WSWS Active and Guest members in connection with sanctioned events. All claims are subject to policy provisions, limitations and exclusions.

Notice to USA-WSWS Active Members and Guest Members

If you are injured while participating in a USA-WSWS sanctioned event, please let the on-site Safety/Club Official or Event Organizer know of your injury so that an Incident Report form can be prepared. If an Incident Report is not prepared to document your injury, your claim may be denied by the Participant Accident carrier.

Should you require medical treatment as a result of your injury, a Medical Claim form will need to be submitted. The Incident Report form and the Medical Claim form are both available to all USA-WSWS affiliated Clubs and USA-WSWS Members via the USA-WSWS web site: www.usawaterski.org.

**Please follow these instructions when submitting your Participant Accident medical claim:
DO NOT SUBMIT CLAIM FORMS, MEDICAL BILLS OR OTHER ITEMS TO USA-WSWS.**

1. Submit your medical expenses to your primary medical/health insurance provider for consideration and payment. Your primary coverage would include group medical/health insurance available through your employer, spouse, parent or legal guardian, Medicare or other coverage. The USA-WSWS Participant Accident coverage is secondary (i.e. excess) to your primary coverage.
2. Your primary medical/health insurance carrier will issue an Explanation of Benefits (EOB) showing payment or denial of each medical expense related to your injury.
3. Once you receive the EOB paperwork from your primary medical/health insurance carrier, please complete the USA-WSWS Participant Accident Medical claim form. Be sure to attach the following documents to your completed USA-WSWS Participant Accident Medical Claim Form:
 - The Itemized Insurance Billing form(s) from your physician (CMS-1500), hospital (UB-04) or other provider. These forms must show the following: Patient's Name, Condition/Diagnosis, Type of Treatment, Date Expense Incurred and the Charges.
 - The Explanation of Benefits (EOB) form(s) showing payment or denial of each medical billing.
4. Submit your completed USA-WSWS Participant Accident Medical Claim form along with the Itemized Insurance Billing forms and your Explanation of Benefits form(s) to:

**A-G Administrators, LLC
PO Box 979
Valley Forge, PA 19482
claims@agadm.com
610-933-0800 (Telephone)
610-935-2860 (Fax)
www.agadministrators.com**

Participant Accident Questions and Answers

What events can be sanctioned by USA-WSWS?

USA-WSWS provides sanctions for tournaments, practices, exhibitions, clinics and related activities. For more information, please refer to the Event Sanctioning link on the USA-WSWS website.

Am I covered under the USA-WSWS Participant Accident policy when I'm water skiing for fun and not participating in a USA-WSWS sanctioned event?

No. The coverage only applies during USA-WSWS sanctioned events.

Will the USA-WSWS Participant Accident policy provide coverage if we are just skiing for fun with family and friends and not taking part in a sanctioned event?

No. The USA-WSWS Participant Accident program only affords coverage in connection with USA-WSWS sanctioned events, and all participants must be either Active or Guest members of USA-WSWS.

Must all of our Club members be USA-WSWS members for the USA-WSWS Participant Accident insurance to be in effect during sanctioned events?

No. However, all club members who participate in any USA-WSWS sanctioned event must be either Active or Guest members of USA-WSWS. Club members who are not either Active or Guest members of USA-WSWS should not be permitted to participate in the sanctioned event.

Can club members who have a USA-WSWS Key/Supporting membership serve as volunteers at USA-WSWS sanctioned events and be eligible for coverage under the Participant Accident policy?

No. Only Active or Guest members of USA-WSWS are eligible for Participant Accident coverage.

My wife would like to serve as a volunteer to help at USA-WSWS sanctioned events. She doesn't want to ride in the boat, but she would like to volunteer with straightening skis, recoiling ropes on the dock and announcing. Is she eligible for coverage under the USA-WSWS Participant Accident policy?

No. USA-WSWS requires all volunteers at sanctioned events to be Active members of USA-WSWS, so if she plans to volunteer, then she needs to become an Active member of USA-WSWS. As an Active member, she would be eligible for coverage under the Participant Accident policy while providing volunteer services at a sanctioned event.

I am an Active member of USA-WSWS and was injured during a USA-WSWS sanctioned event. Will the USA-WSWS Participant Accident policy cover for all of my medical bills if I don't have any other insurance?

If an Active member sustains an accidental bodily injury during a USA-WSWS sanctioned event requiring medical care and treatment within 90 days of the accident, the Participant Accident carrier will pay the reasonable and customary charges for medically necessary medical services up to the applicable benefit amount, subject to the \$1,000 deductible and any applicable policy sub-limits, policy terms and conditions, limitations and exclusions. All medical expenses must be incurred within 52 weeks of the date of accident.

What if I have other insurance? Will the Participant Accident policy pay for all of the bills my insurance does not?

The Participant Accident carrier will determine the reasonable and customary charge for the covered medical expense. The Participant Accident carrier will then reduce that amount by amounts already paid or payable by your other insurance plan. The Participant Accident carrier will then pay the resulting amount, less the applicable deductible, but in no event will the Participant Accident carrier pay more than the specified benefit amount (including sub-limits). While the Participant Accident policy will not reimburse you for charges that your insurance company does not pay because they exceed "reasonable" expenses or the "usual and customary" allowance.

What does "reasonable" expenses or "usual and customary allowance" mean? Is this just another way to avoid paying a claim?

Most medical plans exclude reimbursement for medical charges that are higher than those generally made in the local area where treatment is received. If your insurance company does not pay a bill in full because the charges exceed "reasonable" expenses or the "usual and customary" allowance, those expenses are not likely to be paid under the USA-WSWS Participant Accident policy either.

Participant Accident Questions and Answers (continued...)

Do I have any obligation to pay bills that have been turned down because they are higher than "reasonable" expenses or the "usual and customary" allowance?

When you receive treatment from a doctor or hospital, you usually sign an agreement with the doctor or hospital stating that you are ultimately responsible for payment of their bill. However, you do have the right to question the validity of the doctor or hospital's charges.

When will the bill from my claim be paid?

Normal processing time is three to four weeks from the date the claims representative receives your bill and all of the essential paperwork. Please be sure that your submission of paperwork is complete in order to avoid any delays. Please keep in mind that the USA-WSWS Participant Accident policy is excess over your own medical/health insurance coverage, so make sure you submit a copy of the Explanation of Benefits (which indicates what your carrier paid or denied on your medical expenses).

Our Show Ski club uses trampolines for dry land training. Are members covered under the USA-WSWS Participant Accident policy while using the trampolines for dry land training?

Yes, provided the training is part of a USA-WSWS sanctioned event, and the injured participant is an Active or Guest member of USA-WSWS.