



2021-2022 version

U.S. SKI & SNOWBOARD CROSS COUNTRY ONLY CLUB INSURANCE PROGRAM BENEFITS

This is a general overview of insurance coverage that applies to the U.S. Ski & Snowboard Club Liability Insurance Program (CLIP) Program. 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. Please refer to the policies for a complete, detailed description of program coverages, exclusions and benefits.

COMMERCIAL GENERAL LIABILITY LIMITS

Insurer: Aspen American Specialty

General Liability and Excess Limit Summary:

- General Liability: \$1,000,000 each occurrence; \$2,000,000 Per Location Aggregate; \$5,000,000 General Aggregate.
- Excess: \$5,000,000 each occurrence and aggregate

The most that can be paid for any one occurrence (e.g., one accident) is \$1,000,000 on the General Liability policy and \$5,000,000 on the excess policy. In order to exhaust the \$2,000,000 per location Aggregate on the General Liability policy, your CLIP Club would have to have multiple claims resulting in a settlement or judgment during one policy period (e.g., two separate \$1,000,000 judgments or four separate \$500,000 judgments). If a judgment/settlement exceeds \$1,000,000, the excess policy increases the limit of liability by \$5,000,000 (subject to the terms of the policy). Its limit could be exhausted by one enormous payment of \$5,000,000 or a series of payments that add up to \$5,000,000 for claims occurring within one policy year, but neither is anticipated or has even come close to occurring in the past. This more than satisfies the standard \$5,000,000 per occurrence limit required by many third parties.

Defense costs, which often comprise all or the majority of dollars paid in the event of a lawsuit, do NOT deplete the General Liability policy limits. For example, if a CLIP club is sued and it costs \$2,000,000 to defend the suit and there is a settlement of \$100,000, the portion of the policy's General Aggregate that is "used" by this claim is \$100,000. An exception to this is Brain Injury claims. The Defense Costs for Brain Injury are included in the General Liability Limit.

The following provides a breakdown of how the limits are delivered by the general liability and excess policies respectfully.



General Liability Limits of Insurance:

Each Occurrence Limit	\$1,000,000
Self-Insured Retention*	\$100,000
Per Location Aggregate Limit	\$2,000,000
General Aggregate Limit	\$5,000,000 per policy
Participant Legal Liability**	Included
Personal & Advertising Injury	\$1,000,000
Brain Injury Sub-limit (including defense costs)	\$1,000,000 per occurrence/\$2,000,000 policy aggregate
Products & Completed Operations Aggregate	\$2,000,000
Damage to Premises Rented to You	\$1,000,000

* U.S. Ski & Snowboard CLIP Club is responsible for payment of any applicable retention.

** Participant legal liability coverage is contingent upon properly signed Waiver and Release of Liability agreements for all U.S. Ski & Snowboard members and must be kept on file at the U.S. Ski & Snowboard headquarters office.

Sexual Abuse and Molestation Liability Limits of Insurance:

Per Victim*	\$1,000,000 per victim/\$1,000,000 policy aggregate
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* Sexual abuse and molestation coverage is contingent upon compliance with Safe Sport, the background screening requirements and no one-on-one travel between minor athletes and adult coaches

Excess Limits of Insurance:

Each Occurrence and Aggregate Limit - \$5,000,000

• General Liability policy is scheduled to U.S. Ski & Snowboard's excess liability policies which collectively increase the limit of liability by \$5,000,000. Please note the excess liability policy excludes claims for Sexual Abuse and Molestation as well as neurodegenerative injury claims.

GENERAL LIABILITY SCOPE OF COVERAGE:

Who is eligible to apply?

• Only U.S. Ski & Snowboard cross country only member clubs are eligible to apply for the U.S. Ski & Snowboard Cross Country CLIP.

Who is insured?

• The U.S. Ski & Snowboard Member club and the current U.S. Ski & Snowboard members of U.S. Ski & Snowboard Member clubs who participate in the CLIP program while acting in their capacity as such on behalf of those clubs.

• The excess accident medical policy includes coverage for visiting participants. Visiting participant is defined as a participant that is not a U.S. Ski & Snowboard member and who is participating in a non-U.S. Ski & Snowboard sanctioned CLIP Club event. Please note that for coverage to attach, release of liability waivers are required for all visiting participants and that U.S. Ski & Snowboard sanctioned events require 100% membership (visiting participants not permitted).

When does Coverage Apply?

- During ski competition
- While training to compete and conditioning to compete in ski competition that is supervised by a U.S. Ski & Snowboard representative and/or representative of a U.S. Ski & Snowboard CLIP Member club
- During club activities supervised by a representative of a U.S. Ski & Snowboard CLIP Member club, including fundraising activities that are not otherwise excluded (as outlined in the “Coverage does not apply to losses arising from” section).

Coverage does not apply to losses arising from:

- Non-ski and/or 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
- Paintball
- Skydiving
- Bungee jumping
- White-water rafting
- Outdoor rock climbing
- Skateboarding, unless such activity takes place at a commercial skate park facility
- Rock-wall climbing unless such activities are supervised by a professional instructor
- Surfing unless such activities are supervised by a professional instructor
- Ropes course unless such activities are supervised by a professional instructor
- Fireworks unless the entity or person performing the fireworks has and maintains valid and collectible commercial general liability insurance in the amount of at least \$1,000,000 that covers fireworks and lists the CLIP Member Club and the U.S. Ski & Snowboard as an additional insured on the policy providing such coverage.
- Biathlon Events
- Any events involving firearms
- Ski Touring or skiing in the backcountry on unmarked or unpatrolled areas.

In general, coverage applies to non-sanctioned ski and snowboard events and competitions your CLIP Member Club hosts (as long as such is not subject to a U.S. Ski & Snowboard sanction), but there are certain exceptions. Coverage does not apply if the sport is one that is not currently overseen by U.S. Ski & Snowboard such as big mountain, telemark, and biathlon events or competitions. If you are considering organizing a non-sanctioned event or competition, we recommend you contact U.S. Ski & Snowboard to confirm the event/competition is eligible for coverage.

Note: All activities must comply with appropriate U.S. Ski & Snowboard discipline rules and procedures as set forth in the sport specific U.S. Ski & Snowboard Competition Guides and U.S. Ski & Snowboard Club Development Program Handbook posted at www.us skiandsnowboard.org.



Other Activities that fall outside the scope of U.S. Ski & Snowboard's Coverage:

- **Automobiles/Transportation** - The standard general liability policy excludes coverage for losses arising out of the use of an automobile and therefore, all activities involving automobiles **are not covered** (including transportation of U.S. Ski & Snowboard CLIP Member club's members). It is recommended that U.S. Ski & Snowboard CLIP Member clubs secure automobile liability coverage from a local insurance agent for transportation exposures.
- **Directors and Officers Insurance** – Directors and Officers Insurance is not automatically included with this program but is available for U.S. Ski & Snowboard Member clubs at a special rate through Great American Insurance Group. For more information and pricing please visit <https://buckner.com/national-governing-bodies/>
- **Standard Business Exposures** – The U.S. Ski & Snowboard Club Liability Insurance Program does not replace the need for a club to secure insurance for its overall business operations. You are advised to work with a local insurance representative to determine and address your club's overall insurance needs which may include a need for business-related coverage's such as property, crime, workers compensation/employer's liability, media liability and cyber liability.

EXCESS ACCIDENT MEDICAL LIMITS

Insurer: Zurich American Insurance Company
Benefits: Excess Accident Medical Maximum Benefit \$25,000
The 1st \$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 & Dismemberment Benefits:

Principal Sum \$10,000.00
Loss Period Loss within 180 days 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 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.

EXCESS ACCIDENT MEDICAL SCOPE OF COVERAGE

Who is insured?

Individual U.S. Ski & Snowboard members

Visiting participants of a CLIP Club (please see "Who is an Insured" on page 3 of this summary)

When does coverage apply?

- During skiing competition. Training to compete and conditioning to compete in ski competition that is supervised by a U.S. Ski & Snowboard representative and/or representative of a U.S. Ski & Snowboard CLIP Member club. Club activities that are supervised by a representative of a U.S. Ski & Snowboard CLIP Member club.

Coverage does not apply to losses arising from:

- Events normally conducted under the U.S. Ski & Snowboard Sanction/Schedule agreement for which no Sanction/Schedule agreement is in place
- Fundraisers
- Any event/activity other than camping, meetings, and award banquets that does not involve athletics
- Paintball
- Skydiving
- Bungee Jumping
- White-water rafting
- Outdoor Rock Climbing
- Skateboarding unless activity takes place at a commercial skateboarding facility
- Rock-wall climbing unless the activity is supervised by a professional instructor
- Surfing unless the activity is supervised by a professional instructor
- Ropes course unless the activity is supervised by a professional instructor



General policy Exclusions:

- Suicide
- War or any act of war
- Involvement in active military service
- Illness or disease
- Participation in a felony
- Parasailing, bungee jumping, heli-skiing, scuba diving or any other extra hazardous activity
- Intoxication while operating a motor vehicle
- Being under the influence of any prescription drug, controlled substance or hallucinogen unless prescribed
- Travel or flight except as a fare-paying passenger
- Cardiovascular event or stroke
- Participation in any team sport or any other athletic activity unless mentioned in Covered Activities
- Any condition for which the insured is entitled to benefits under Workers Compensation
- Riding or driving in any type of motor vehicle as part of a speed contest or race



CERTIFICATES OF INSURANCE

All participating U.S. Ski & Snowboard CLIP Member clubs receive a certificate of insurance (proof of coverage) following registration as a U.S. Ski & Snowboard CLIP Member club and acceptance by the insurance company. For this reason, all U.S. Ski & Snowboard CLIP applications are contingent upon the U.S. Ski & Snowboard CLIP Member club receiving its certificate of insurance.

If a U.S. Ski & Snowboard CLIP Member club needs to provide a certificate of insurance to a venue or facility and the venue or facility requires additional insured status, these certificates may be obtained by submitting requests for certificates of Insurance along with the CLIP application each season.

Additional certificates may be requested by emailing the Request for Certificate of Insurance form to Certs.USSS@Buckner.com . This document may be found on the Buckner website at <https://certs.uss@buckner.com>

Please include the venue or facility's legal name and address. Do not offer to name venues or facilities as additional insureds. You should only request to add entities as additional insured when it is a requirement for using the facility. It is the club's responsibility to provide copies of the Certificate of Insurance to their own additional insured venue or facility. All certificates of insurance that you receive should be filed in a safe place.

U.S. SKI & SNOWBOARD BACKGROUND SCREENING AND SAFESPORT REQUIREMENTS

All U.S. Ski & Snowboard coaches, officials and volunteers that are in a position of authority over or are in frequent contact with athletes are required to complete a background screen. Sexual abuse and molestation coverage is contingent upon compliance with the following background screening requirements:

Adult Members (excluding Short-Term members and Alpine Masters members not in a position of authority over or in regular contact with athletes) All adults in a position of authority over or in regular contact with athletes are subject to criminal background checks, conducted by a provider chosen by U.S. Ski & Snowboard. Background checks must be completed before coverage is in effect. Please refer to www.uskiandsnowboard.org for details. In the event a member's background check comes back as unacceptable, the member and club will be notified, his/her membership will be considered null and void, and the member will not be allowed to participate in any U.S. Ski & Snowboard sanctioned events/activities or club activities.

Member - If a coach, official or club volunteer of a U.S. Ski & Snowboard CLIP Member club is not screened and an abuse and a molestation claim arises as a result of the coach, official or volunteer who was not screened, the U.S. Ski & Snowboard CLIP Member club's coverage will be subject to a \$100,000 per occurrence/\$300,000 policy aggregate limit. Please keep in mind that a condition of being a U.S. Ski & Snowboard CLIP Member club is that all your members are also members of U.S. Ski & Snowboard, so it is not anticipated that you will have club representatives who are in a position of authority over or are in frequent contact with athletes who are not members of U.S. Ski & Snowboard. But, in the event someone slips through the cracks, it is important to note that sexual abuse and molestation coverage will be further sub-limited to \$100,000 per occurrence/\$300,000 aggregate limit if a loss arises from an individual for whom a background check was not conducted.



SafeSport

As a condition of membership, all U.S. Ski & Snowboard members agree to abide by the SafeSport Code detailed on the website at <https://usskiandsnowboard.org/safesport>.

U.S. Ski & Snowboard prohibits the following conduct:

- Sexual Misconduct
- Physical Misconduct
- Emotional Misconduct
- Bullying, Threats and Harassment
- Hazing
- Willfully Tolerating Misconduct

Any member of U.S. Ski & Snowboard who is appointed to a position of authority over, or who has regular contact with athletes must clear periodic criminal background screening and complete SafeSport training annually. This includes U.S. Ski & Snowboard adult members in a position of authority over or in regular contact with athletes and those whom the club formally designates to be in a position of authority over athletes, and the U.S. Ski & Snowboard Club Governance Board members.

Every U.S. Ski & Snowboard member must report suspected violations of the SafeSport Code. If you suspect that a child is experiencing misconduct of a sexual nature, don't investigate yourself. Call the SafeSport hotline and local child protection authorities (Police or Child Welfare Office) and report it to the experts who have the skills to investigate the matter. If you have a doubt on whether conduct is occurring, please err on the side of reporting. Conduct which does not involve sexualized conduct but which may violate one of the six categories of prohibited conduct may be reported to safesport@usskiandsnowboard.org.

SafeSport Helpline

The Center for SafeSport provides 24-hour support via the SafeSport Helpline or by calling 866.200.0796.

Reporting Suspected Violations of Sexualized Conduct

<https://www.safesport.org/report-a-concern>

USOC SafeSport Programs

Further, the USOC provides a wide range of SafeSport resources, including [online education and awareness](#). All coaches and those in a position of authority over athletes are required to take the online SafeSport course.



U.S. SKI & SNOWBOARD RISK MANAGEMENT RESOURCES//ITEMS FOR CONSIDERATION

Risk Management Contacts:

U.S. Ski & Snowboard has partnered with The Buckner Company to assist U.S. Ski & Snowboard with its risk management needs. Members of the U.S. Ski & Snowboard CLIP may contact Sheryl Barnes at Sheryl.barnes@usskiandsnowboard.org or a member of The Buckner Company's U.S. Ski & Snowboard service team at 801.937.6695 for additional insurance/risk management information.

Coaches' Clinics:

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.

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.

Acceptable:

- Other party indemnifies and holds U.S. Ski & Snowboard CLIP Member club harmless for losses, and U.S. Ski & Snowboard CLIP Member club doesn't indemnify or hold other party harmless; or
- Each party is responsible for its own negligence - mutual indemnification and hold harmless; or U.S. Ski & Snowboard CLIP Member club indemnifies and holds other party harmless **but not** for losses arising from other party's negligence (or other party's sole or gross negligence). This is acceptable although above options are preferable.

Not Acceptable:

- U.S. Ski & Snowboard CLIP Member club indemnifies other party and holds them harmless for any and all losses (including those arising from other party's own negligence), and other party doesn't indemnify or hold the U.S. Ski & Snowboard CLIP Member club harmless.



U.S. SKI & SNOWBOARD CROSS COUNTRY ONLY CLUB LIABILITY INSURANCE PROGRAM INFORMATION

REGISTRATION FEES FOR CURRENT SEASON (JULY 1, 2021– JUNE 30, 2022)

Fees include U.S. SKI & SNOWBOARD Club Membership and Club Membership benefits

Small Cross Country Club (cross country only club with 24 or fewer members) base fee	\$350
Cross Country Club (cross country only club of 25 or more members) base fee	\$500
Plus per member participant fee for either club	\$ 8
A maximum or cap of \$2,000 will apply to Cross Country only clubs.	

For example, a regular cross country club of 50 members would pay only \$900.

Fees will be assessed based on your estimate of total participants and then reconciled with your actual participant count. If there are discrepancies, you will be billed/credited at the end of the season. It will be important to review your roster online at www.uskiandsnowboard.org and notify U.S. Ski & Snowboard Member Services of any additions and changes needed, as coverage will be dependent on your final club affiliation history at the end of the season.

The CLIP Club Insurance application is subject to review and approval by membership services. The submission of this application does not obligate U.S. Ski & Snowboard to accept the application or to issue a policy. The applicant declares to the best of their knowledge and belief, after reasonable inquiry, the statements made in the application and any attachments or information submitted with the application, are true and complete.

U.S. Ski & Snowboard reserves the right to deny coverage under the CLIP program to any club after reviewing the application and making a risk assessment/management decision based on several factors including but not limited to the club meeting minimum standards, prior claims, and risk history. Coverage will not be denied on the basis of race, gender and gender identity, color, sexual orientation, or religion.

REQUIREMENTS:

Only U.S. Ski & Snowboard Member Clubs are eligible to participate in the U.S. Ski & Snowboard Club Liability Insurance Program. Eligibility for U.S. Ski & Snowboard club membership requires compliance with the following Club Minimum Standards.

- Agree to support and align with U.S. Ski & Snowboard's mission, values and code of conduct.
- Agree to adhere to SafeSport guidelines, U.S. Ski & Snowboard's concussion policy and background screening protocol for all those in a position of authority over athletes.
- Demonstrate that club leadership and those whom the club appoints to positions of authority over athletes are U.S. Ski & Snowboard members. Academic faculty and staff, such as teachers, who are not directly involved in sport programs with athletes are exempt from membership.
- Provide evidence of legal existence in their state of primary business operations. For example, clubs must show that they are a licensed business entity in good standing. Examples of documentation may

include a current business license, certificate of good standing from state of incorporation, a link to the business' page in the Secretary of State's business lookup in the state you are incorporated or other proof of business existence.

· Demonstrate that they possess general liability insurance. This requirement may be satisfied either by joining U.S. Ski & Snowboard's CLIP program or providing U.S. Ski & Snowboard with evidence of coverage similar to that provided by CLIP.

Our club acknowledges that masters members have two membership options: Alpine Master and Alpine Master (w/requirements). Our club accepts responsibility to determine if its Alpine Masters will be in a position of authority over or have regular contact with athletes and determine if its Alpine Masters need to complete criminal background screening and SafeSport education compliance.

General liability policy minimum recommended standards

- AM Best Rating of "A" or better
- \$1,000,000 each occurrence/\$2,000,0000 policy aggregate
- Sexual Abuse and Molestation Coverage – Coverage for alleged or actual abuse and molestation claims
- Participant Legal Liability – Coverage for bodily injury claims arising from sports participation, including coverage for concussion/head trauma related claims
- Spectator Liability – Coverage for bodily injury claims arising from spectators
- Who Is an Insured – Includes members and supervisory staff of the ski club, officials, coaches and volunteers
- Coverage for ski and snowboard competition, training, and club activities
- CLIP Ineligible – U.S. Ski & Snowboard clubs that are owned or operated by a parent entity (from which insurance may be obtained) such as resort competition centers, resort-run clubs and universities, municipalities are not eligible for CLIP.

To become a U.S. Ski & Snowboard CLIP Member Club:

- A. You must be a U.S. Ski & Snowboard Member Club (included with CLIP membership).
- B. 100% U.S. Ski & Snowboard membership mandatory, including all competitors, coaches, officials, non-U.S. Ski & Snowboard athletes, and volunteers including supervisory staff and Boards of Directors.
- C. Conduct activities in accordance with the rules and procedures set forth in the U.S. Ski & Snowboard Competition Guides.

Please note that applications will not be processed without above requirements being met.

To Enroll:

1. Complete and sign the U.S. Ski & Snowboard Member Club Liability Insurance Application Form. Calculate and pay your membership fees based on your estimated Club participant count.
2. Verify that all of your club's participants hold appropriate current U.S. Ski & Snowboard memberships. You can do this by going on-line to www.usskiandsnowboard.org and using the member lookup feature and/or the Club Roster tool listed under membership tools. Submit changes (additions/deletions) to membership@usskiandsnowboard.org.



3. The U.S. Ski & Snowboard accepts VISA, MasterCard, American Express, Discover Card and checks.

Submit completed application to:

U.S. SKI & SNOWBOARD CLUB LIABILITY INSURANCE PROGRAM

Attn: Member Services

PO Box 100

Park City, UT 84060

FAX 435.647.2052

membership@usskiandsnowboard.org



AFTER YOUR U.S. SKI & SNOWBOARD CLUB HAS ENROLLED

Please check your club roster periodically. Review your roster and notify U.S. Ski & Snowboard Member Services at membership@usskiandsnowboard.org of any additions and changes to keep your roster accurate.

Liability insurance coverage for your U.S. Ski & Snowboard CLIP Member Club begins provisionally upon receipt of your completed application, certification approved, verification that the 100% membership requirement has been met, and certificate of insurance is issued. Excess Accident Medical coverage for individual members is included in U.S. Ski & Snowboard membership fees and is in effect the day the membership fee and completed membership form for each individual is received. **Because of this, it is important that each participant's membership application is processed by U.S. Ski & Snowboard before participation in your club activities.**

NOTE: All U.S. Ski & Snowboard Club Liability Insurance Program benefits are written on a "master policy" issued to U.S. Ski & Snowboard.