



## U.S. Ski & Snowboard

### Event Organizers Insurance Benefit Summary

7/1/21 – 7/1/22

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. Please refer to the policies for a complete, detailed description of program coverages, exclusions and benefits.

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.

#### Description of General Liability/Excess 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/excess policies 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.

In many cases, an event organizer will have liability coverage through another source that covers claims and lawsuits resulting from its responsibilities as 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.



## U.S Ski & Snowboard Risk Management and 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 insurance program may contact Sheryl Barnes (Sheryl.barnes@usskiandsnowboard.org) or a member of The Buckner Company's U.S. Ski & Snowboard service team at 801-937-6700 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.

### 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 The Buckner Company 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.