



2022-2023 version

U.S. SKI & SNOWBOARD EVENT ORGANIZERS INSURANCE BENEFIT SUMMARY

This is a general overview of insurance coverage that applies to the 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 <https://buckner.com/us-ski-and-snowboard/> for additional insurance and program information.

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 www.uskiandsnowboard.org/safesport-athlete-safety for the current policies and guidelines.



COMMERCIAL GENERAL LIABILITY LIMITS

Insurer	State National Insurance Company
General Liability Limit Summary	<ul style="list-style-type: none"> • General Liability: \$5,000,000 each occurrence • Policy Aggregate: \$5,000,000

The most that can be paid for any one occurrence (e.g., one accident) is \$5,000,000 on the General Liability policy.

Defense costs are outside of the General Liability policy limits. For example, if a 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.

General Liability Limits of Insurance	
Description	Amount
Each Occurrence Limit	\$5,000,000
Self-Insured Retention	Zero
General Aggregate Limit	\$5,000,000
Participant Legal Liability Per Occ/Agg	\$1,000,000/\$5,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations Aggregate	\$2,000,000
Damage to Premises Rented to You	\$1,000,000
Medical Payments any One Person	\$5,000

Sexual Abuse and Molestation Liability Limits of Insurance	
Description	Amount
Per Victim*	\$1,000,000 per victim/\$1,000,000 policy aggregate

**U.S. Ski & Snowboard requires compliance with SafeSport training, background screening requirements, the Minor Athlete Abuse Prevention Policy (MAAPP), U.S. Ski & Snowboard's athlete safety policies, and no one-on-one travel between minor athletes and adult participants.*

GENERAL LIABILITY SCOPE OF COVERAGE

Who is insured?

- The U.S. Ski & Snowboard Member club and the members and supervisory staff of those clubs
- U.S. Ski & Snowboard member coaches and U.S. Ski & Snowboard member officials while acting in their capacity as such on behalf of those clubs
- U.S. Ski & Snowboard member participants, event organizers, and Technical Delegates (directly related to the organizer's conduct of the U.S. Ski & Snowboard sanctioned event as an event organizer)

When does Coverage Apply?

- During ski and snowboarding competition
- While training to compete and conditioning to compete in ski and snowboard competition that is supervised by a U.S. Ski & Snowboard club representative
- During club activities supervised by a representative of a U.S. Ski & Snowboard club, including fundraising activities that are not otherwise excluded (as outlined in the "Coverage does not apply to losses arising from" section).
- U.S. Ski & Snowboard sanctioned events (meaning a schedule agreement has been executed) and/or activities conducted or approved by U.S. Ski & Snowboard): All U.S. Ski & Snowboard sanctioned events require 100% membership (visiting participants not permitted).

Coverage does not apply to losses arising from:

- Non-ski and/or snowboarding 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
- Hang Gliding
- Parasailing
- Parachuting
- Tobogganing
- Luge
- Skateboarding
- Trampolines Over 46" in Diameter
- Bungee Jumping
- Hot Air Balloon Rides
- Mechanical Bulls
- Saddle Animals
- Velcro Jumps
- Overnight Clinics/Camps
- Snowmobiling
- Cheerleading Pyramids over 2-1/2 persons high and cheerleading activities using trampolines and springboards
- Saddle Animal Rides
- Petting Zoos
- Racing or Speed Contest Involving Autos
- Racing or Speed Contest Involving Watercraft
- Racing or Speed Contest Involving Aircraft
- Parades – Riding on Floats or Motorized Devices
- Pep Rallies
- Paintball
- Racetrack Risks

- Boating
- Motorsports
- Rodeo
- Mechanical Rides
- Inflatables
- Tug of War
- Licensed Daycare/Preschool Operations
- Open Water Activities
- Repetitive Type Injuries to Horses/Ponies
- **Big Mountain Events**
- **Telemark Events**
- **Biathlon Events**
- **Any events involving firearms**
- **Ski Touring or skiing in the backcountry 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.



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.uskiandsnowboard.org.

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

- **Automobiles/Transportation – No coverage.** 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 member club's members). It is recommended that U.S. Ski & Snowboard member clubs secure automobile liability coverage from a local insurance agent for transportation exposures. Buckner can assist with non-owned and hired auto liability insurance. For more information, please visit <https://buckner.com/national-governing-bodies/>.
- **Directors and Officers Insurance – No coverage.** 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 America Insurance Group. For more information and pricing please visit <https://buckner.com/national-governing-bodies/>.



EXCESS ACCIDENT MEDICAL LIMITS

Insurer	Zurich American Insurance Company
Excess Accident Medical Maximum Benefits	\$25,000 <i>The 1st \$6,250 of benefits is payable at 80% of allowable expense, the next \$20,000 is payable at 100% of allowable expense.</i>
U.S. Ski & Snowboard General Member Medical Deductible	\$2,000 (per person/injury) <i>The deductible must be satisfied within 365 days of the accident date</i>

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.

Accidental Death & Dismemberment Benefits	
<i>Description</i>	<i>Amount</i>
Principal Sum	\$10,000
Loss Period	Loss within 180 days of injury

Loss Schedule	
<i>Description</i>	<i>Amount</i>
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 Hearing in One Ear	One-fourth Principal Sum

Notes:

- "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 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 complete severance through or above the metacarpophalangeal joint of both digits.
- \$500,000 aggregate limit for any one Covered Accident.

EXCESS ACCIDENT MEDICAL SCOPE OF COVERAGE

Who is insured?

- The U.S. Ski & Snowboard Member club and the members and supervisory staff of those clubs
- U.S. Ski & Snowboard member coaches and U.S. Ski & Snowboard member officials while acting in their capacity as such on behalf of those clubs
- U.S. Ski & Snowboard member participants, event organizers, and Technical Delegates (directly related to the organizer's conduct of the U.S. Ski & Snowboard sanctioned event as an event organizer)
- 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 U.S. Ski & Snowboard sanctioned club event. Please note that for coverage to attach, release of liability waivers are required for all visiting participants.

When does coverage apply?

- 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 events 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.

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 and organized by a member club
- Rock-wall climbing unless the activity is supervised by a professional instructor and organized by a member club
- Surfing unless the activity is supervised by a professional instructor and organized by a member club
- Ropes course unless the activity is supervised by a professional instructor and organized by a member club

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 by a physician and taken in accordance with the prescribed dosage.
- 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 Act, No Fault Auto Coverage or Similar Law
- Riding or driving in any type of motor vehicle as part of a speed contest or race



CERTIFICATES OF INSURANCE

How to request a Certificate of Insurance:

The Certificate Request Form link can be found at: buckner.com/us-ski-and-snowboard/.

- Please include the venue or facility's legal name and address.
- Please allow a minimum of two days for processing requests.

Additional guidelines:

- Do not offer to name venues or facilities as additional insureds.
- You should only request to add entities as additional insureds 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

Any adult 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, unless a prior exemption exists.

Sexual abuse and molestation insurance coverage is contingent upon adult member compliance with the background screening and SafeSport requirements as set forth by U.S. Ski & Snowboard to be a member in good standing. (Note: Based on membership type, there may be other requirements that need to be fulfilled prior to a member being in “good standing” with U.S. Ski & Snowboard.)

Who does this apply to?
<ul style="list-style-type: none">• Designated club administrators• Club Board of Directors• Adult Members affiliated with the club
Who does this not apply to?
<ul style="list-style-type: none">• Short-Term members• Alpine Masters members not in a position of authority over or in regular contact with athletes

Background Screening Compliance
<ul style="list-style-type: none">• All adult background checks must be completed before coverage is in effect. Please refer to www.usскиandsnowboard.org for details.• In the event a member’s background check comes back as unacceptable, the member and club will be notified, his/her/their 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.• Note that coverage will not apply if an adult member of a U.S. Ski & Snowboard Member club who is in a position of authority over or in regular contact with athletes is not screened and an abuse and a molestation claim arises, as a result of the coach, official or volunteer who was not screened.• Please keep in mind that a condition of being a U.S. Ski & Snowboard Member club <u>is that all your members are also members of U.S. Ski & Snowboard in good standing</u>, so it is not anticipated that you will have club representatives who are in a position of authority over or are in regular contact with athletes who are not members of U.S. Ski & Snowboard. No coverage is available for sexual abuse and molestation claims if a loss rises from an individual for whom a background check was conducted.

SafeSport Training Compliance

- U.S. Ski & Snowboard prohibits the following conduct:
 - Sexual Misconduct
 - Physical Misconduct
 - Emotional Misconduct
 - Bullying, Threats, and Harassment
 - Hazing
 - Willfully Tolerating Misconduct
- As a condition of membership, all U.S. Ski & Snowboard members are required to complete annual SafeSport training and agree to abide by the SafeSport Code and the Minor Athlete Abuse Prevention Policy (MAAPP) as detailed on the U.S. Ski & Snowboard website at <https://www.uskiandsnowboard.org/safesport-athlete-safety>.
- 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 local child protection authorities (Police or Child Welfare Office) and the SafeSport hotline (833-5US-SAFE).
- If you have a doubt on whether misconduct 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 (as stated above), may be reported to: uskiandsnowboardsafesport@uskiandsnowboard.org.

Additional Reporting Resources

SafeSport Helpline

The Center for SafeSport provides 24-hour support via the SafeSport Helpline or by calling 833-5US-SAFE.

Reporting Suspected Violations of Sexualized Conduct

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

U.S. Center for SafeSport Programs

Further, the U.S. Center for SafeSport 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.

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 no 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 can be obtained via the following:

- buckner.com/us-ski-and-snowboard/
- From jaclyn.schwartz@usskiandsnowboard.org



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 club 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 Sport Education Department at 435.647.2050 or sporteducation@usskiandsnowboard.org.

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 Member club harmless for losses, and U.S. Ski & Snowboard 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 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 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 Member club harmless.