



2022-2023 version

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

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 <https://buckner.com/us-ski-and-snowboard/> for additional insurance and program information.

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 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.

General Liability Limits of Insurance	
Description	Amount
Each Occurrence Limit	\$5,000,000
Self-Insured Retention*	Zero
General Aggregate Limit	\$5,000,000 per Club
Participant Legal Liability Per Occ/Agg**	\$1,000,000/\$5,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Damage to Premises Rented to You	\$300,000

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

** Participant legal liability coverage is contingent upon participant being a member in good standing with properly signed Waiver and Release of Liability agreements for all U.S. Ski & Snowboard members.

*** Must be a member for coverage to apply.

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 polices, and no one-on-one travel between minor athletes and adult participants.

GENERAL LIABILITY SCOPE OF COVERAGE
Who is eligible to apply?
<ul style="list-style-type: none"> All U.S. Ski & Snowboard cross country member clubs.
Who is insured?
<ul style="list-style-type: none"> 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?
<ul style="list-style-type: none"> 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 CLIP Member Club representative 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). 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:
<ul style="list-style-type: none"> 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.**



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 – 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 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. 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/>.
- **Standard Business Exposures – No coverage.** If your club engages in activities that are not covered by CLIP you may want to seek additional insurance policies.

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 CLIP Club event. Please note that for coverage to attach, release of liability waivers are required for all visiting participants.

When does coverage apply?

- During skiing and snowboarding competition. Training to compete and conditioning to compete in ski and snowboard 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.
- 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 the CLIP Member Club
- Rock-wall climbing unless the activity is supervised by a professional instructor and organized by the CLIP Member Club
- Surfing unless the activity is supervised by a professional instructor and organized by the CLIP Member Club
- Ropes course unless the activity is supervised by a professional instructor and organized by the CLIP 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
- 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 a request for a Certificate of Insurance along with the CLIP application each season.

How to request a Certificate of Insurance:
The Certificate Request Form link can be found at: buckner.com/us-ski-and-snowboard/ . <ul style="list-style-type: none">• Please include the venue or facility's legal name and address.• Please allow a minimum of two days for processing requests.
Additional guidelines:
<ul style="list-style-type: none">• 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.usskiandsnowboard.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 CLIP 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 CLIP 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.



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 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:
<ul style="list-style-type: none">• 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:
<ul style="list-style-type: none">• 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 CLUB LIABILITY INSURANCE PROGRAM
(Effective July 1, 2022 through June 30, 2023)

2022/2023 REGISTRATION FEES*	
<i>Description</i>	<i>Amount</i>
Small CLIP Club (club with 24 or fewer members) base fee	\$450
Large CLIP Club (club of 25 or more members) base fee	\$600
Plus, per member participant fee for either club	\$8/per member participant

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

Fees will be assessed based on your estimate of total participants and then reconciled with your actual participant count. For example, a large club of 50 members would pay only \$3,750. 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.usskiandsnowboard.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.

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.

Club Minimum Standards Requirements
<ul style="list-style-type: none"> • Agree to support and align with U.S. Ski & Snowboard's mission, values, and Code of Conduct. • Agree to adhere to SafeSport Code and the U.S. Ski & Snowboard Minor Athlete Abuse Prevention Policies (MAAPP), U.S. Ski & Snowboard's concussion policy and background screening protocol for all those in a position of authority over or in regular contact with athletes. • Demonstrate that club leadership, including Employees and Board Members, and those whom the club appoints to positions of authority over athletes are U.S. Ski & Snowboard members in good standing, (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 comparable to that provided by CLIP. If through another entity, our club will provide U.S. Ski & Snowboard with a certificate of insurance (COI) naming U.S. Ski & Snowboard as an additional insured.

The CLIP Club Insurance application is subject to review and approval by member 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.**

Our club acknowledges that master’s 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.

General Liability Policy Minimum Recommended Standards
<ul style="list-style-type: none"> • 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 some volunteers • Coverage for ski and snowboard competition, training, and club activities
<p>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.</p>

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

1. You must be a U.S. Ski & Snowboard Member Club (application enclosed).
2. 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.
3. 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.

How 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 your club's participants hold appropriate current U.S. Ski & Snowboard memberships. You can do this by going to www.uskiandsnowboard.org and using the Member Lookup tool and/or the Club Roster tool listed under membership tools. Submit changes (additions/deletions) to: membership@uskiandsnowboard.org.
3. **U.S. Ski & Snowboard accepts VISA, MasterCard, American Express, Discover Card and checks.**
4. **Submit completed application:**

By Email: membership@uskiandsnowboard.org

By Fax: (435) 647.2052

By Mail: U.S. SKI & SNOWBOARD CLUB LIABILITY INSURANCE PROGRAM
Attn: Member Services
PO Box 100
Park City, UT 84060

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

Please check your U.S. Ski & Snowboard Club Roster periodically. Review your roster and notify U.S. Ski & Snowboard Member Services at membership@uskiandsnowboard.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 application for each member 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.