



INSURANCE HANDBOOK

EXECUTIVE SUMMARY

The USA Volleyball Insurance Handbook (“HANDBOOK”) is a valuable reference guide for the Commissioners of the Regional Volleyball Associations (RVAs). This HANDBOOK will be updated from time to time.

As part of sanctioning, USA Volleyball provides General Liability (“GL”) and Participant Accident (“PA”) coverage (collectively, the “USAV Sanctioned Event Insurance Programs”) for the protection and benefit of its RVAs, their respective commissioners, registered clubs, registered members (including athletes, coaches, trainers and officials) and event organizers/promoters/event managers with respect to events and activities sanctioned or approved by USAV or its RVAs.

This HANDBOOK includes important information pertaining to the USAV Sanctioned Event Insurance Programs (for GL and PA coverages), including the following:

- Insurance Program Directory
- Insurance Program Summaries
- Incident Reporting and Claims Administration Procedures and Forms
- Risk Management Guidelines

The Claims Reporting Procedures in the HANDBOOK includes “Incident Report Forms” (for GL and PA claims purposes) as well as “Medical Claims Forms” (for PA claims) to be used in the event of an injury or loss during any approved or sanctioned events. ***Club managers and coaches within your region should be provided with the appropriate instructions and forms so that incidents and claims can be documented and submitted in a timely manner in accordance with insurance policy requirements.***

Loss experience has a direct impact on the coverage terms & conditions and pricing for the USA VOLLEYBALL Sanctioned Event Insurance Programs. Your ability to work with clubs and event organizers in your region to operate events and activities with risk management and safety as priorities will help to ensure the continued availability of coverage and stability of pricing for the program.

The HANDBOOK also includes information on other USAV insurance programs, including:

- USAV Club D&O/EPL Program

USA VOLLEYBALL INSURANCE HANDBOOK

TABLE OF CONTENTS

USAV SANCTIONED EVENT INSURANCE PROGRAM

| | |
|---|--------------|
| I. DIRECTORY | 4 |
| Insurance Contacts (with Phone, Fax and Email information) | |
| II. INSURANCE PROGRAM SUMMARIES (for sanctioned or approved events)..... | 5-10 |
| General Liability Insurance Summary..... | 6 |
| Participant Accident Insurance Summary..... | 10 |
| III. CLAIMS ADMINISTRATION (for sanctioned or approved events)..... | 11-20 |
| Insurance Providers..... | 12 |
| General Liability Incident/Claims Reporting Procedures & Form..... | 14 |
| Participant Accident Claims Reporting Procedures & Form..... | 16 |
| USA Volleyball Incident Report Form..... | 18 |
| A-G Administrators USA Volleyball Medical Claim Form..... | 19 |
| IV. RISK MANAGEMENT GUIDELINES (for sanctioned or approved events)..... | 22-36 |
| Table of Contents | 23 |
| Risk Management Topics | 24-36 |
| V. CERTIFICATES OF INSURANCE (INFO & FORMS) | 37-40 |
| Certificate of Insurance Request Process..... | 38 |
| Certificate of Insurance Request Form..... | 39 |
| VI. USAV CLUB DIRECTORS AND OFFICERS (D&O) | 41-48 |

USA VOLLEYBALL INSURANCE PROGRAM DIRECTORY

EPIC Entertainment & Sports

2727 Paces Ferry Road
Building Two, Suite 1500
Atlanta, GA 30339



EPIC TEAM CONTACTS:

For General Liability, Participant Accident or Risk Management Questions:

Jennifer Rains Phone: 678-904-5305
Sr. Account Executive Fax: 678-324-3303
EPIC E-Mail: Jennifer.Rains@EPICBrokers.com

For Certificates of Insurance requests:

Anna Sokolove Phone: 678-324-3327
Account Executive Fax: 678-324-3303
EPIC E-Mail: Anna.Sokolove@EPICBrokers.com

CLAIMS ADMINISTRATION

(Claims reporting contacts by line of coverage)

GENERAL LIABILITY CLAIMS (Serious Bodily Injury or Property Damage claims)

Jeff Jacobson Phone: 260-755-7275
Asst. Vice President, Claims Fax: 260-969-4729
American Specialty Insurance E-Mail: JJacobson@americanspecialty.com
Carrier: Arch Insurance Co. E-Mail: claims@americanspecialty.com



Note: If a representative at American Specialty cannot be reached in an emergency, please contact Jennifer Rains at **EPIC Entertainment & Sports** at **678-904-5305**.

PARTICIPANT ACCIDENT CLAIMS (Accident Medical and AD&D claims)

A-G Administrators Phone: 610-933-0800
Claims Adjuster – Participant Accident Fax: 610-935-2860
Carrier: QBE Insurance Corporation E-Mail: claims@agadm.com



Note: If a representative at A-G Administrators cannot be reached in an emergency, please contact Jennifer Rains at **EPIC Entertainment & Sports** at **678-904-5305**.



II. INSURANCE PROGRAM SUMMARIES (for USAV Sanctioned Events)



EPIC Entertainment & Sports
2727 Paces Ferry Road
Building Two, Suite 1500
Atlanta, GA 30339
Phone: 678-324-3300
Fax: 678-324-3303

The insurance summaries in this Handbook are meant only as a general overview of the USA Volleyball insurance programs and should not be construed as a legal interpretation of the insurance policies. Coverage will be subject to the actual insurance policy terms, conditions and exclusions.

GENERAL LIABILITY INSURANCE SUMMARY

EFFECTIVE DATES: September 1, 2021 – September 1, 2022
CARRIER: Arch Insurance Company (American Specialty)

GENERAL LIABILITY COVERAGE SUMMARY

The USAV General Liability insurance program provides legal liability coverage for the Named Insureds (listed below) with respect to claims brought by third parties alleging bodily injury, property damage or personal & advertising injury caused by the negligent acts or omissions of the Named Insureds in connection with Sanctioned or Approved Events (see definition below).

NAMED INSUREDS:

USA Volleyball (“USAV”)
USA Volleyball Foundation
USAV Regional Volleyball Associations (“RVAs”) while acting on behalf of USAV.

USAV registered clubs, but only with respect to Sanctioned or Approved events.

USAV registered coaches, trainers, athletes and officials, while acting in their capacity as such, but only with respect to activities sanctioned or approved by USAV or the RVA. Registered officials are those who have successfully completed the USAV official’s certification program.

USAV registered officials for non-USAV sanctioned volleyball competitions who have paid the appropriate premium and whose names are recorded and on file with USAV.

Event organizers/promoters/event managers while acting in their capacity as such, but only with respect to events sanctioned and approved by USAV or the RVA.

Key Definitions:

“Registered”: Having a current validly completed and executed individual membership form with USA Volleyball (“USAV”) and/or the Regional Volleyball Association (“RVA”).

“Sanctioned or Approved” Event(s): An event USA Volleyball and a Regional Volleyball Association (RVA) has approved or sanctioned as a USA Volleyball event. Events include, but are not limited to, team competitions, practices, sports clinics, or fundraisers conducted or attended as a part of a Sanctioned or Approved Event (including any pre-event setup, the management and operation of the event itself and post-event tear down). For sanctioning to apply, the event must be conducted in accordance with USAV/RVA rules and regulations, SafeSport requirements, membership requirements, waiver requirements, etc.

**No coverage will apply for RVAs and RVA clubs for events conducted in which all participants are not registered with USAV, except for non-sanctioned fundraising activities, and sanctioned events with foreign players who are registered with USAV and/or the RVA for that event or events.*

ADDITIONAL INSUREDS:

Other parties may be included as Additional Insureds under the USAV General Liability insurance program as required by written contract or agreement with respect to Sanctioned or Approved Events.

GENERAL LIABILITY LIMITS OF INSURANCE:

| | |
|--|---|
| Each Occurrence* | \$1,000,000 |
| General Aggregate (other than Products-Completed Operations)* | \$5,000,000 Per Event |
| Personal Injury and Advertising Injury | \$1,000,000 Any One Person or Organization |
| Products-Completed Operations | \$5,000,000 |
| Damage to Premises Rented To You (30 consecutive days or less) | \$1,000,000 Any One Premises (subject to a \$5,000 deductible per claim) |
| Medical Expense Limit | Excluded (<i>provided by Participant Accident policy</i>) |
| Participant Legal Liability | Included in Each Occurrence and General Aggregate policy limits |
| Abuse-Molestation | \$1,000,000 Each Occurrence \$2,000,000 Aggregate |
| Non-Owned Sports Equipment in your Care, Custody or Control | \$5,000 Per Occurrence \$25,000 Aggregate Subject to a \$1,000 deductible per claim |

* An Umbrella/Excess Liability policy provides an additional \$5,000,000 each occurrence and \$5,000,000 General Aggregate (Per Event) excess of, and on a following form basis to, the primary General Liability limits of coverage except for a sublimit of the Abuse & Molestation coverage at \$1,000,000. The aggregate limit for this Umbrella/Excess Liability policy applies separately for each Sanctioned or Approved Event.

KEY GENERAL LIABILITY COVERAGES:

The USA Volleyball 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 Sanctioned or Approved events. Key coverage elements include the following:

Bodily Injury Liability: protects the Named Insureds against claims brought by third parties alleging Bodily Injury caused by the negligent acts or omissions of the Named Insureds. "Bodily Injury" includes bodily injury, mental anguish, emotional distress, shock, mental injury, humiliation, sickness, or disease sustained by a person, including death resulting from any bodily injury, sickness or disease. Coverage is included for the use of "reasonable force to protect persons or property."

Premises Liability: protects against liability for Bodily Injury caused by failure to maintain safe, secure and properly maintained premises. Slip-and-fall and trip-and-fall accidents are the most common premises liability claims.

Participant Legal Liability (for participants in athletic or sports activities): provides coverage for claims brought by "participants" (such as players, coaches, officials and volunteers) in any Sanctioned or Approved Event.

Spectator Liability – provides coverage for claims brought by spectators attending any Sanctioned or Approved Events. Common claim scenarios include slip-and-fall claims, hit by object (such as a volleyball), etc.

Damage to Premises Rented to You (i.e. Named Insureds): provides coverage for damage to premises (including the contents of such premises) rented to the Named Insureds for use in connection with any Sanctioned or Approved Event. Coverage is subject to a \$1,000,000 limit and only applies to premises rented for a period of 30 consecutive days or less. This coverage is excess insurance over any part of any other insurance that provides coverage for property damage to said premises.

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 food & beverage concessions sold by a Named Insured at a Sanctioned or Approved Event.

Host Liquor Liability: protects the Named Insureds against liability arising out of the service of alcohol on a complimentary basis during a Sanctioned or Approved Event (such as a function). 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. *[Note: The USA Volleyball General Liability program does NOT provide coverage for liability arising out of the sale of alcoholic beverages. If alcohol is going to be sold during any Sanctioned or Approved Event, the party selling the alcohol or anyone receiving proceeds from the sale of alcohol will need to secure an appropriate liquor license and carry Full Liquor Liability coverage.]*

Incidental Malpractice Liability – protects the Named Insureds for liability arising out of rendering or failure to render certain professional health care services, such as first aid care or “Good Samaritan” medical services rendered in an emergency and for which no remuneration is demanded or received.

*[NOTE: A separate Event Medical Professional Liability insurance program is available which provides primary coverage for volunteer or contracted physicians and other healthcare providers providing services in connection with any Sanctioned or Approved Events. Coverage is only provided for USA Volleyball sanctioned events that have submitted the required enrollment form and remitted the required premium to USA Volleyball. Participation in the program is voluntary for each event. Please contact Jennifer Rains at EPIC Entertainment & Sports at 678-904-5305. [**THIS PROGRAM IS CURRENTLY SUSPENDED DUE TO THE COVID-19 PANDEMIC.**]*

Drug Testing Liability: protects the Named Insureds for liability arising out of any drug testing program sponsored by USA Volleyball, provided the drug testing program is conducted in accordance with the policies and procedures of the United States Olympic & Paralympic Committee (USOPC) Doping Control program and administered by the Anti-Doping Policy of the U.S. Anti-Doping Agency (USADA) and in adherence to any requirements of the World Anti-Doping Agency (WADA) and the Federation International de Volleyball.

Communicable Disease coverage: the policy is NOT subject to any exclusion for claims alleging that someone contracted COVID-19 while a participant or spectator at any Sanctioned or Approved Event.

Abuse & Molestation Liability: the policy protects the Named Insureds for liability arising out of any claims alleging sexual abuse or molestation of a minor in the care, custody and control of any Named Insured which first occurred during the policy period. Coverage is included for "Negligent employment" arising out of alleged or actual negligence in the employment, investigation, supervision, training or retention in employment or volunteer status, of any person for whom the Named Insured is or was ever legally responsible for any actual or alleged abusive conduct.

Worldwide Coverage Territory: the policy contemplates coverage for covered claims against a Named Insured arising out of a Sanctioned or Approved Event brought anywhere in the world (with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America).

NOTABLE GENERAL LIABILITY EXCLUSIONS

The USA Volleyball General Liability insurance policy does NOT provide coverage for the following:

- Auto Liability & Physical Damage claims arising out of the ownership, maintenance, use & operation of a vehicle.
- Aircraft Liability claims arising out of the ownership, maintenance, use & operation of an aircraft (including drones).
- Workers' compensation & employer's liability, unemployment compensation or disability benefits law claims.
- Employment Related Practices.
- Liquor Liability arising out of the sale of alcoholic beverages.
- Intentional Acts for bodily injury or property damage expected or intended from the standpoint of a Named Insured (*Note: this exclusion does NOT apply to "bodily injury" resulting from the use of reasonable force to protect persons or property*)
- Player/Athlete vs. Player/Athlete claims for claims or actions brought by one player/athlete against another player/athlete. This exclusion does not preclude coverage for the other Named Insureds.
- Nuclear Energy Liability Exclusion
- Pollution claims arising out of any actual, alleged or threatened discharge, dispersal, release or escape of Pollutants.
- War claims arising out of any loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution.
- Asbestos Liability.
- Fungi or Bacteria.
- Lead Contamination.

PARTICIPANT ACCIDENT EXCESS MEDICAL INSURANCE COVERAGE

EFFECTIVE DATES: September 1, 2021 – September 1, 2022
CARRIER: QBE Insurance Corporation (A-G Administrators)

The Participant Accident Excess Medical insurance program provides coverage for loss resulting directly from injury to members while participating in an approved or sanctioned event. Coverage does not include loss from pre-existing conditions or competing in non-sanctioned events. The coverage extends from the start through the completion of the event, including direct designated group travel to and from the event.

The Medical policy provides up to \$25,000 of excess accident medical coverage for expenses incurred within 52 weeks of the date of the accident. Written proof of loss by the Insured is required within 90 days or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity. The policy provides coverage against loss in **excess** of coverage provided under other valid and collectible medical insurance and is subject to a \$250 per claim deductible. If no other collectible medical insurance is available, the loss is subject to a \$1,000 deductible.

If injury to the member athlete requires treatment by a legally qualified physician or confinement in a legally constituted hospital, or employment of a trained nurse, x-ray, or ambulance services, and if the first expense of such treatment is incurred within 90 days of the date of the accident, the insurance company will pay the usual and customary expense incurred up to \$25,000, subject to the appropriate deductible and any other collectible insurance.

DEFINITION OF PARTICIPANT: All registered athletes, coaches, trainers, volunteers, committee members, and officials while functioning on behalf of and/or while participating in a covered event sanctioned or approved by USA Volleyball.

DESCRIPTION OF ACTIVITY: Participating in regularly scheduled volleyball competitions/events sponsored, sanctioned and supervised by the policyholder; During practice sessions for such competitions/events; During pre-event and post event activities which include, but are not limited to award banquets, award ceremonies and clinics that occur within one day (24 hours) of the covered activity;

Coverage is also included for non-sanctioned volleyball related activities for certified officials who meet extended coverage criteria.



III. CLAIMS ADMINISTRATION



EPIC Entertainment & Sports
2727 Paces Ferry Road
Building Two, Suite 1500
Atlanta, GA 30339
Phone: 678-324-3300
Fax: 678-324-3303

Insurance Providers:

General Liability Insurance:

Arch Insurance Company
American Specialty Insurance & Risk Services, Inc.
7609 W. Jefferson Blvd., Suite 150
Ft. Wayne, IN 46804-4133
Direct Phone: 260-755-7275
Main Phone: 260-969-5203
Fax: 260-969-4729
Claims Representative: Jeff Jacobson
Assistant Vice President, Claims Management Services
E-Mail: JJacobson@americanspecialty.com

Participant Accident Insurance:

QBE Insurance Corporation
A-G Administrators, LLC
P.O. Box 979
Valley Forge, PA 19482
Phone: 610-933-0800
Fax: 610-935-2860
Email: claims@agadm.com

Broker/Risk Management:

EPIC Entertainment & Sports
2727 Paces Ferry Road
Building Two, Suite 1500
Atlanta, GA 30339
Phone: 678-324-3300
Fax: 678-324-3303
Email: sports@epicbrokers.com

USA VOLLEYBALL CLAIMS ADMINISTRATION

TABLE OF CONTENTS

| | |
|--|-----------|
| GENERAL LIABILITY CLAIMS REPORTING PROCEDURES AND FORM | 14 |
| PARTICIPANT ACCIDENT CLAIMS REPORTING PROCEDURES AND FORM | 16 |
| INCIDENT REPORT FORM | 18 |
| PARTICIPANT ACCIDENT MEDICAL CLAIM FORM..... | 19 |

GENERAL LIABILITY

A. NOTICE OF INCIDENT / INCIDENT REPORTING INSTRUCTIONS

Under the USAV General Liability policy, the Named Insureds are required to provide notice to the insurance carrier of any incidents which may result in a claim.

To ensure compliance with this requirement, Club/Tournament Directors, Coaches, Officials or other USAV representatives are required to submit notice of ALL INCIDENTS that result in bodily injury or property damage at a USAV/RVA Sanctioned or Approved Event.

An official USA Volleyball **Incident Report Form** (see following pages) should be completed and submitted by email to IncidentReports@usav.org as soon as possible following the incident. Incident Report Forms can be found on each Region's website.

If the official USA Volleyball Incident Report Form is NOT available at the time of the incident, the following information should be obtained and forwarded to the appropriate RVA office as soon as possible.

1. Name, address and phone numbers of all individuals who were involved, including any injured persons and witnesses.
2. The name of the Region in which the incident occurred, including the Name of the Club involved and the Name of the Event/Tournament (if applicable) or Type of Event (as applicable).
3. A complete description of the facts pertaining to the incident (including what happened, when, where, etc.). Be sure to include information obtained from the involved parties and any witnesses, including officials or volunteers. If any bodily injury occurred, please be sure to indicate if any first aid or emergency medical transport was required in response.
4. Include any other information that may be helpful with handling of any potential claim.
5. Be sure to include the name and contact information of the person submitting notice of the incident.

NOTE: For any incidents initially reported without using the official USA Volleyball Incident Report Form, the RVA office should send a blank Incident Report Form to the club or event for completion (to ensure consistent collection of sanctioned event incident details).

B. NOTICE OF CLAIMS/LAWSUITS

All Named Insureds (including USA Volleyball, its RVAs, Tournament Directors, Club Directors, Coaches, Officials, etc.) under the USAV General Liability policy should **notify EPIC immediately** by email, fax or phone upon receipt of the following related to any Sanctioned or Approved Event:

1. Receipt of a claim/legal papers, such as notice of claim, letter of representation from an attorney, demand letter, a summons and complaint or other official notice of a claim or lawsuit, etc.
2. Property damage in excess of \$10,000.

EPIC will forward the information to American Specialty (the General Liability carrier) for review and consideration.

C. COOPERATION IN THE INVESTIGATION OF INCIDENTS AND THE DEFENSE AND HANDLING OF CLAIMS

After an **Incident Report Form** has been submitted, American Specialty (the General Liability carrier) will review the incident for potential liability triggering defense and coverage under the General Liability policy. The General Liability carrier will often conduct a preliminary investigation, talk with the injured party, any witnesses, the club/tournament director, etc.

The Named Insureds under the USAV General Liability policy are required to cooperate with the insurance carrier in its investigation of the incident and the handling of any subsequent liability claims.

Dependent upon the result of American Specialty's initial review:

- The Claims Representative for American Specialty may log the incident as "received for notice only" and no further action will be taken unless a subsequent claim is filed.
- Assign a Claims Representative to oversee the management and administration of the claim.
- Respond to relevant parties, as appropriate, if an actual claim is anticipated or received.
- May engage outside counsel to assist with the defense and handling of the claim.
- Establish a claim reserve, as appropriate.

Once a formal General Liability claim has been opened, any additional claims documentation or communications received by USA Volleyball or any other Named Insureds related to the claim should be submitted to the Claims Representative at American Specialty:

American Specialty Insurance & Risk Services, Inc.

Claims Representative: Jeff Jacobson

Phone: 800-245-2744 or 260-755-7275

E-Mail: JJacobson@americanspecialty.com

D. CLAIMS FOLLOW-UP

1. USA Volleyball and its Legal Counsel will receive updates regarding the status of General Liability claims on an annual basis (or as otherwise requested).
2. Any questions or concerns regarding the General Liability claims process or the handling of a specific claim may also be directed to Jennifer Rains at Jennifer.Rains@EPICbrokers.com.

PARTICIPANT ACCIDENT COVERAGE

A. MEDICAL CLAIM FORM

As soon as possible, but not later than 90 days from the date of the injury, the injured member must complete in its entirety and sign the MEDICAL CLAIM FORM and forward the form to A-G Administrators. The form is available on the Forms and Information page linked below:

www.teamusa.org/usa-volleyball/membership/forms-and-information.

Medical claim forms should be completed by the injured party and submitted directly to A-G Administrators (due to privacy reasons).

A-G Administrators, LLC
P.O. Box 979
Valley Forge, PA 19482
Claims Fax Number: 610-935-2860
Customer Service Number: 610-935-2860
Email: claims@agadm.com

B. CLAIMS FOLLOW-UP

EPIC will receive payment updates, as well as claims status information, on medical claims from the insurance carrier on a periodic basis.

Any additional documentation pertaining to Participant Accident claims received by USA Volleyball, the Region or Club, shall be emailed or mailed to A-G Administrators. In addition, any phone calls concerning these claims shall be directly communicated to A-G Administrators.

Any questions regarding the group Participant Accident claim process or concerns regarding the insurance carrier's service may be directed to Sean Lankie at EPIC.

INCIDENT REPORT FORM

An Incident Report Form needs to be completed **every** time a “bodily injury” or “property damage” incident occurs during a USAV Sanctioned or Approved Event. Tournament Directors, Club Directors and Coaches should be made aware of the importance of completing and submitting these forms whenever a bodily injury or property damage incident occurs.

Documenting the facts surrounding any incidents will help with the defense and handling of claims and reduce the likelihood of fraudulent claims being paid (which will help keep USAV’s insurance costs as low as possible). If an Incident Report Form cannot be matched to a claim, it will be more difficult for the insurance carrier to validate the claim.

Tournament Directors, Club Directors and Coaches should have a supply of these Incident Reports Forms with them at each practice or other sanctioned event.

Should you have any questions concerning the General Liability claims reporting, please contact:

General Liability Claims:

Jeff Jacobson at American Specialty
260-755-7275
JJacobson@americanspecialty.com

PARTICIPANT ACCIDENT MEDICAL CLAIM FORM

A Medical Claim Form should be provided to participants (or a parent/legal guardian in the case of a minor) who sustain an injury while practicing for, or participating in, any Sanctioned or Approved Event. Tournament Directors, Club Directors or Coaches should keep a supply of these forms on hand at each practice or event. The Medical Claim Form is to be completed by the injured participant (or a parent/legal guardian in the case of a minor) and sent directly to **A-G Administrators** (the claims administrator for the USAV Participant Accident program).

Upon receipt of a Medical Claim Form, A-G Administrators will pair it with the Incident Report Form submitted by the Region to verify that the injury was sustained at a covered event. A-G Administrators will then contact the injured participant directly (usually by mail) if any additional documentation is needed. Claims processing takes a minimum of two weeks after receipt of claim documents.

Should you have any questions concerning the Participant Accident claims handling, please contact:

Participant Accident-Excess Medical Claims:

A-G Administrators Claims Department:
610-933-0800
claims@agadm.com



USA VOLLEYBALL INCIDENT REPORT FORM INJURY OR PROPERTY DAMAGE

Submit this form to:

SUBMIT THIS FORM TO YOUR REGIONAL VOLLEYBALL OFFICE (ADDRESS ABOVE)

INJURED PERSON INFORMATION / PROPERTY DAMAGE OWNER

| | | | | |
|---|-------------|--|------------------------------|--|
| Last Name _____ | First _____ | Middle _____ | Telephone Number () _____ | <input type="checkbox"/> Single <input type="checkbox"/> Married |
| Address _____ | | | Social Security Number _____ | |
| City _____ State _____ Zip _____ | | Employer and Address _____ | | |
| Age _____ D.O.B _____ | | <input type="checkbox"/> Male <input type="checkbox"/> Female | | |
| Date of Incident _____ Time of Incident _____ AM/PM | | Does the injured person have other medical insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide name of company and policy #: | | |
| Team Name: _____ | | INJURED PERSON: <input type="checkbox"/> Participant <input type="checkbox"/> Official <input type="checkbox"/> Coach | | |
| Region: _____ | | <input type="checkbox"/> Spectator <input type="checkbox"/> Volunteer <input type="checkbox"/> Other: _____ | | |
| USAV Membership #: _____ | | | | |

GUARDIAN/PARENT (IF INJURED PERSON IS A MINOR)

| | | | |
|-----------------|-------------|----------------------------------|----------------------------|
| Last Name _____ | First _____ | Middle _____ | Telephone Number () _____ |
| Address _____ | | City _____ State _____ Zip _____ | |

INCIDENT INFORMATION

| | | | |
|--|---|---|--|
| <p>BODY PART INJURED</p> <input type="checkbox"/> Ankle (L/R) <input type="checkbox"/> Shoulder (L/R) <input type="checkbox"/> Back <input type="checkbox"/> Knee (L/R) <input type="checkbox"/> Wrist (L/R) <input type="checkbox"/> Neck <input type="checkbox"/> Nose <input type="checkbox"/> Finger <input type="checkbox"/> Internal <input type="checkbox"/> Head <input type="checkbox"/> Eye (L/R) <input type="checkbox"/> No Injury <input type="checkbox"/> Tooth <input type="checkbox"/> Ear (L/R) <input type="checkbox"/> Other | <p><i>If Ankle Injury, was ankle</i></p> <input type="checkbox"/> Taped <input type="checkbox"/> Supported <input type="checkbox"/> Unsupported Shoes: <input type="checkbox"/> Yes <input type="checkbox"/> No <p><i>If Knee Injury, was knee:</i></p> <input type="checkbox"/> Braced <input type="checkbox"/> Supported <input type="checkbox"/> Unsupported Knee Pads: <input type="checkbox"/> Yes <input type="checkbox"/> No | <p style="text-align: center;">INCIDENT</p> <input type="checkbox"/> Collision (participant/spectator) <input type="checkbox"/> Collision (with object) <input type="checkbox"/> Slip/Fall <input type="checkbox"/> Collision (participant/participant) <input type="checkbox"/> Overexertion <input type="checkbox"/> Collision (spectator/spectator) <input type="checkbox"/> Assault/Sexual <input type="checkbox"/> Struck by falling/flying object <input type="checkbox"/> Assault/Non-Sexual <input type="checkbox"/> Caught in, on, between <input type="checkbox"/> Property Damage <input type="checkbox"/> Animal/insect bite/sting | |
| <p>COURT SURFACE</p> <input type="checkbox"/> Concrete <input type="checkbox"/> Asphalt <input type="checkbox"/> Grass <input type="checkbox"/> Sand <input type="checkbox"/> Wood <input type="checkbox"/> Sport Court <i>If sport court, what is under-lying surface?</i> <input type="checkbox"/> Wood <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Asphalt | <p>INCIDENT LOCATION</p> <input type="checkbox"/> Before Competition/Event <input type="checkbox"/> During Competition/Event <input type="checkbox"/> After Competition/Event <input type="checkbox"/> Competition area <input type="checkbox"/> Concession area <input type="checkbox"/> Parking lot <input type="checkbox"/> Admission area <input type="checkbox"/> Restrooms/locker rooms <input type="checkbox"/> Off property <input type="checkbox"/> Bleachers/stands | <p>PRIMARY INJURY</p> <input type="checkbox"/> Allergy <input type="checkbox"/> Dislocation <input type="checkbox"/> Amputation <input type="checkbox"/> Nausea <input type="checkbox"/> Foreign Body <input type="checkbox"/> Burn <input type="checkbox"/> Laceration <input type="checkbox"/> Fracture <input type="checkbox"/> Heat Exhaustion <input type="checkbox"/> Pain <input type="checkbox"/> Cold Injury <input type="checkbox"/> Cardiac <input type="checkbox"/> Hypertension <input type="checkbox"/> Contusion <input type="checkbox"/> Electrical Shock <input type="checkbox"/> Seizures <input type="checkbox"/> Strain/Sprain <input type="checkbox"/> Concussion <input type="checkbox"/> Abrasion <input type="checkbox"/> Sting/bite <input type="checkbox"/> Illness <input type="checkbox"/> Death | <p>DISPOSITION</p> <i>No care given:</i> <input type="checkbox"/> Patient refused <input type="checkbox"/> Not needed <i>Released:</i> <input type="checkbox"/> To parent <input type="checkbox"/> To personal vehicle <i>Referral</i> <input type="checkbox"/> To doctor <input type="checkbox"/> To hospital/clinic <i>EMS transport:</i> <input type="checkbox"/> Trainer recommended <input type="checkbox"/> Patient/parent requested |

Describe how the injury or property damage occurred: (attach a separate sheet if necessary)

WITNESS INFORMATION

| Name | Address | Telephone Number |
|------|---------|------------------|
| 1. | | () |
| 2. | | () |

Tournament Director, Club Director, Coach and/or USA Volleyball Official completing this form:

Name: _____ Signature: _____

Title: _____ Date: _____ Phone #: () _____

Event Name: _____

Event Location: _____

Sanctioning Region: _____ Region Signature: _____



A-G ADMINISTRATORS, LLC
 P.O. Box 979
 Valley Forge, PA 19482
 P: 610.933.0800 | F: 610.935.2860
 www.agadministrators.com

Please complete and submit to A-G Administrators
 with itemized medical bills and primary insurance
 explanation of benefits to:
 claims@agadm.com
 For questions, please contact A-G Administrators.



USA Volleyball

USA VOLLEYBALL MEDICAL CLAIM FORM

This form should be completed whenever claim results from an injury incurred at USA Volleyball sanctioned events.

PLEASE ANSWER ALL QUESTIONS. INDICATE "N/A" IF INFORMATION IS NOT APPLICABLE

| | | | | | |
|--|--|--|-------------------------------|----------------------|---|
| NAME <i>(Last Name) (First Name) (Middle Initial)</i> | | | SOCIAL SECURITY NUMBER | DATE OF BIRTH | SEX <input type="checkbox"/> M <input type="checkbox"/> F |
| ADDRESS <i>(Street) (City) (State) (Zip Code)</i> | | | | | |
| EMAIL ADDRESS: | | TELEPHONE#: | OCCUPATION: | | |
| USA VOLLEYBALL PARTICIPANT #: | | DATE & TIME OF ACCIDENT: | | | |
| INJURED PARTY WAS: <input type="checkbox"/> PARTICIPANT <input type="checkbox"/> COACH <input type="checkbox"/> OFFICIAL <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> OTHER: _____ | | | | | |
| IF PARTICIPANT, MEMBERSHIP TYPE: <input type="checkbox"/> JUNIOR MEMBER <input type="checkbox"/> ADULT MEMBER <input type="checkbox"/> NATIONAL OR HIGH-PERFORMANCE TEAM MEMBER | | | | | |
| REGIONAL ASSOCIATION NAME: | | COACHES NAME: | | PHONE #: | |
| NATURE OF INJURY <i>For all injuries, please complete the following:</i> | | | | | |
| A. DESCRIBE ACTIVITY ENGAGED IN AT TIME OF ACCIDENT: _____ | | | | | |
| B. DESCRIBE WHERE ACCIDENT HAPPENED: _____ | | | | | |
| C. DESCRIBE HOW ACCIDENT HAPPENED: _____ | | | | | |
| D. DID THE ACCIDENT OCCUR DURING: | | | | | |
| <input type="checkbox"/> COMPETITION <input type="checkbox"/> PRACTICE <input type="checkbox"/> TRAVELING TO/FROM <input type="checkbox"/> OTHER: _____ | | | | | |
| E. WITNESS NAME: _____ PHONE #: _____ | | | | | |
| IF INJURED PARTY IS A MINOR: | | | | | |
| PARENT/GUARDIAN NAME: _____ | | | HOME PHONE #: _____ | | |
| EMPLOYER NAME: _____ | | | WORK PHONE #: _____ | | |
| IS THE INJURED PERSON COVERED UNDER ANY OTHER HEALTH AND/OR ACCIDENT INSURANCE PLANS, INCLUDING BUT NOT LIMITED TO GROUP OR INDIVIDUAL MEDICAL, MILITARY/GOVERNMENT PLANS SUCH AS MEDICARE, OR AUTOMOBILE PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | |
| IF YES, NAME OF INSURANCE COMPANY: | | | | POLICY NUMBER: | |
| ADDRESS <i>(Street) (City) (State) (Zip Code)</i> | | | | | |
| AUTHORIZATION TO RELEASE INFORMATION | | | | | |
| I authorize any Health Care Provider, Insurance Company, Employer, Person or Organization to release my information regarding medical, dental, mental, alcohol or drug abuse history treatment or benefits payable, including disability or employment related information, to A-G Administrators, LLC, the Plan Administrator, or their employees and authorized agents for the purpose of validating and determining benefits payable. I understand that my authorized representative or I will receive a copy of this authorization upon request. This authorization or a photo static copy of the original shall be valid for the duration of the claim. | | | | | |
| NAME OF PATIENT | | SIGNATURE OF PATIENT <i>(parent/guardian if a minor)</i> | | | DATE |
| I certify that the foregoing information is true and correct. | | SIGNATURE | | | DATE |



USA VOLLEYBALL MEDICAL CLAIM FILING INSTRUCTIONS



1. DO NOT MAIL CLAIM FORMS, BILLS OR OTHER ITEMS TO USA VOLLEYBALL OR TO EPIC.
2. Make sure the injury has been reported to your Regional Volleyball Association.
3. Complete claim form in full. Use an additional sheet if necessary.
4. Either notify medical providers of excess coverage for services related to injury by providing the below mentioned contact information or attach itemized physician, hospital or other providers' standard insurance billing forms: CMS-1500 from physician or UB-04 from Hospital; these forms must show the following:
 - o Patients Name
 - o Condition/Diagnosis
 - o Type of Treatment
 - o Date expense incurred
 - o Charges
5. The USAV Participant Accident coverage is excess to any other available primary medical or health insurance. Attach your primary insurance carrier's Explanation of Benefits (EOB) showing payment or denial of each bill, if applicable. "Primary Insurance carrier" would include any and all other coverage that a participant may have, including employer insurance (spouse, parent or guardian), Armed Forces or other coverage. If you wish for payment to be made to you, then you must provide proof of payment from the provider.
6. To expedite proper processing, submit form complete in full along with the above documents to the following address:

A-G ADMINISTRATORS, LLC
P.O. Box 979
Valley Forge, PA 19482
P: 610.933.0800 | F: 610.935.2860
www.agadministrators.com
claims@agadm.com

IMPORTANT CLAIM NOTICE

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas or Louisiana: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

California: For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Delaware: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Idaho: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Indiana: A person who knowingly and with intent to defraud an insurer, files a statement of claim containing any false, incomplete, or misleading information, commits a felony.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine, Tennessee or Virginia: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and a denial of insurance benefits.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

New York: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION. (PURSUANT TO 11 NYC RR86)

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly, and with intent to defraud or deceive any insurance company includes false information in an application for insurance or files, assists, or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage, may be guilty of a felony. Upon conviction, that person will be fined between \$5,000 and \$10,000, imprisoned for three (3) years or both. Aggravating or attenuating circumstances may result in the prison term being increased to five (5) years or reduced to two (2) years.

Texas: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

If you live in a state other than mentioned above, the following statement applies to you: Any person who knowingly, and with intent to injure, defraud or deceive any insurer or insurance company, files a statement of claim containing any materially false, incomplete, or misleading information or conceals any fact material thereto, may be guilty of a fraudulent act, may be prosecuted under state law and may be subject to civil and criminal penalties. In addition, any insurer or insurance company may deny benefits if false information materially related to a claim is provided by the claimant.

SIGNATURE OF INJURED PERSON (*parent/guardian if a minor*)

DATE



IV. RISK MANAGEMENT



EPIC Entertainment & Sports
2727 Paces Ferry Road
Building Two, Suite 1500
Atlanta, GA 30339
Phone: 678-324-3300
Fax: 678-324-3303

RISK MANAGEMENT TABLE OF CONTENTS

THE LAW AND AMATEUR SPORTS 24

THE ELEMENTS OF NEGLIGENCE 25

COMMON DEFENSES AGAINST NEGLIGENCE 25

FACTORS THAT CONTRIBUTE TO NEGLIGENCE 26

EVENT RISK MANAGEMENT BEST PRACTICES..... 27

WAIVER AND RELEASE OF LIABILITY FORMS 29

PARTICIPANT ACCIDENT COVERAGE AND CLAIMS SCENARIOS 33

ABUSE & MOLESTATION EXPOSURES 35

CONTRACTUAL RISK MANAGEMENT 40

FACILITY RENTAL AGREEMENT INDEMNIFICATION CLAUSE ADDENDUM 42

FACILITY RENTAL AGREEMENT CHECKLIST 43

DRONE RISKS 44

THE LAW AND AMATEUR SPORTS

Over the past 20 years, participation in athletic activities has continued to grow at all levels (including youth, high school, collegiate and adult sports), including the sport of volleyball. During this time, we have also seen a migration from local recreational based leagues to more competitive travel sports. With increased participation, more and more athletic events have been organized around the country to satisfy the needs of athletes of all ages. As participation has increased, so have the number of participant injuries accompanied by a rise in the claims and lawsuits as a result of those injuries.

Historically, event organizers were virtually immune from civil liability other than for cases of gross negligence. It was largely accepted that participants and spectators at athletic events assumed the risks involved. This perceived immunity has been eroded in our current judicial system. Today, National Governing Bodies (NGBs), amateur sports associations, athletic event organizers, sports promoters, coaches and officials are being held to a higher standard, including the duty to warn athletes or spectators of the inherent risks and dangers that may result from participating in or attending athletic events. Over the past 10 years, liability claims trends have included the following:

- Higher frequency and increased severity of claims
- Longer tail exposure (i.e. especially for claims arising out of abuse, concussions, etc.)
- Increased potential for class action lawsuits

Federal and State legislation related to concussions/brain injuries and abuse & molestation issues have had a direct impact on these claims trends.

By 2017, all 50 states had established sports-related concussion laws. In May 2009, the State of Washington was the first state to pass concussion management requirements for youth sports (known as the “Zackery Lystedt Law” in honor of a high school football player who suffered a catastrophic brain injury). As of June 2017, all 50 states had established laws for concussion management, including removal from play, return to play (with medical clearance) and concussion awareness & training requirements. The requirements vary by state and no Federal standards currently exist.

In 2018, Federal SafeSport legislation (known as the “Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017”) was signed into law. The law was passed in response to concerns about abuse in amateur sports (such as the Larry Nassar situation). The Act created a new “standard of care” for all youth sport organizations, requiring abuse awareness training & prevention policies & procedures for coaches, officials and others, and mandatory reporting of suspected abuse situations to appropriate law enforcement agencies within 24 hours.

In 2019, individual states began passing laws temporarily suspending or permanently eliminating the statute of limitations on abuse claims. As a result of this legislation, many abuse claims have been brought against National Governing Bodies (NGBs), amateur sports associations, leagues, schools, etc. that would have previously been barred by statute.

With the erosion of common law defenses and the increase in standards to which amateur sports organizations are held accountable, it is imperative that effective risk management strategies (including safety standards) be implemented to reduce the frequency and severity of claims. Failure to conduct athletic events with the utmost care will increase the potential liability of NGBs, amateur sports associations, event organizers, clubs, directors, coaches, officials and volunteers.

THE ELEMENTS OF NEGLIGENCE

Negligence is the most common allegation in liability claims and lawsuits arising out of sports events and activities, including claims brought by participants and spectators. Four key elements must be present to establish a cause of action for negligence:

1. A "duty" or obligation which requires one party to meet a certain standard of conduct (such as the protection of the other party from unreasonable harm).
2. A breach of that duty to conform to the standards.
3. An injury must arise from the breach of duty, and the breach of duty must be the proximate cause of the injury.
4. Monetary damages are warranted as compensation for the injury.

The plaintiff (i.e. the party bringing the claim) must prove negligence on the part of the alleged negligent party, with enough evidence to establish the negligence was the proximate cause of the injury or loss.

COMMON DEFENSES AGAINST NEGLIGENCE

The following are the most common defenses against a claim of negligence:

1. Failure to prove negligence. All key elements of negligence are necessary to establish negligence. If one or more of the key elements are NOT established, the claimant will NOT be able to recover damages.
2. Reasonable or Prudent Person Doctrine. This doctrine is a common law rule of thumb that if an individual acted in a manner consistent with how a reasonable and prudent person would respond in a similar situation, a cause of action for negligence would be unfounded.
3. Assumption of Risk. One of the oldest and historically strongest defenses against a cause of action for negligence is also a defense that has probably eroded the most over the years for sports activities. When an individual voluntarily assumes the risk of injury or harm arising in connection with certain activities, this person cannot blame others and seek recovery of damages if such harm or injury occurs. The erosion of this defense has occurred as a result of the higher standard of care required of event organizers. While the strength of this defense has been undermined, it is still a best practice for an event organizer to have a participant acknowledge and assume the potential risks involved in participating in the event. This is often accomplished through a waiver & release of liability, which will be discussed later.
4. Last Clear Chance. This defense puts the burden of responsibility on the plaintiff as the claimant had the "last clear chance" to avoid the injury or harm. This defense is usually only valid if the harm or injury was foreseeable by the plaintiff and the plaintiff could have taken action to avoid the harm or injury.
5. Contributory Negligence. The enforceability of this defense varies by state. In states where this defense is accepted, a cause of action for negligence is barred if the plaintiff, even to the slightest degree, contributed to the plaintiff's own harm or injury.
6. Comparative Negligence. A relatively new defense has been established by most states to offset the perceived "unfairness" associated with the contributory negligence defense (which barred a plaintiff from recovery even though they may have been only 1% at fault). Under the comparative negligence doctrine, recovery for damages is pro-rated based upon the percentage of fault associated with the plaintiff and defendant. Unlike

contributory negligence, a plaintiff may be 1-49% negligent and still recover damages from the defendant. The plaintiff's percentage of fault to recover under comparative negligence varies by state. In most states, a plaintiff with 50% or more of the fault will be barred from pursuing any damages from another party.

FACTORS THAT CONTRIBUTE TO NEGLIGENCE

The following factors can be used to establish negligence on the part of NGBs, amateur sports associations, event organizers, clubs, coaches, officials and volunteers. It is important that you be aware of these factors and take steps to minimize or eliminate these factors whenever possible.

1. Ignorance of the Rules. The saying "Ignorance is bliss" does NOT apply when it comes to negligence claims. In today's litigious society, ignorance of rules is not a defense. Failure to be aware of the rules or your responsibilities in whatever capacity you are serving (such as an event organizer, coach, official or volunteer) is NOT a defense against being held accountable for your negligence. It is vitally important to the success of any sporting event that all parties involved know the rules and are educated about their roles and responsibilities.
2. Ignoring the Rules. Ignoring the rules and regulations for the conduct of a sporting event is a major mistake. USA Volleyball has established rules and regulations for the safety of all participants and spectators involved with sanctioned events or approved activities. Safety is one of USA Volleyball's most significant priorities. Ignoring the rules increases the likelihood of injuries to participants, and exposes USA Volleyball, its event organizers, clubs, coaches and officials to a greater potential liability. Following and enforcing the rules and regulations is one of the best risk management measures.
3. Failure to Act. The success of any sporting event is dependent upon the ability of those managing the event to respond quickly when problems arise. While prevention is the best risk management approach, accidents and injuries will occur from time to time no matter what efforts have been made. Being "proactive" in preparations for being "reactive" is crucial. Unfortunately, too many volleyball event organizers fail to:
 - Assign competent personnel to supervise, maintain, inspect and repair the court or equipment;
 - Review all aspects of event management prior to tournament day with supervising personnel to ensure a coordinated effort. Be sure to educate event staff, coaches, officials, safety, medical and volunteers on their roles and responsibilities.
4. Inadequate Funding. Insufficient funding for an event often results in "cutting corners" which can undermine the ability for an event to be conducted as safely as possible. The lack of funds or unwillingness to spend money often leads to:
 - Reduction in safety, first aid, security or other key event support services;
 - Not hiring or training competent personnel;
 - Not inspecting and properly maintaining equipment and facilities;
 - Not replacing unsafe equipment
5. Failure to Warn. Event directors, coaches and officials have a duty to warn participants of any potential hazards. Knowing the condition of the equipment and facilities and making these conditions known to the participants prior to the event are essential. Failure to warn of hazardous or potentially hazardous conditions, especially when known, is a significant factor leading to large monetary damages being awarded to injured athletes. Any dangerous conditions should be properly addressed before play begins or before play continues.

EVENT RISK MANAGEMENT BEST PRACTICES

For many event directors/promoters, the management and operation of events has transitioned from a part-time labor of love into a full-time business pursuit. The days of getting a group of people together with similar sports interests for some “good old healthy competition and fun” has been replaced with the business need to advertise and promote the event to attract participants, raise sponsorship funds, secure facilities & permits, obtain appropriate insurance, find and train responsible volunteers, comply with federal & state laws as well as the NGB’s requirements, rules & regulations, etc. For many, the goal is to conduct an event that it is both profitable (or at least able to cover costs) and an enjoyable experience for the participants as well as the spectators.

In today’s litigious society, event organizers often find themselves looking over their shoulder to see what attorney is waiting to file a “claim” against them. The following are some examples of common claims that have been brought against event organizers, club directors, coaches and officials:

- Failure to enforce safety rules and regulations
- Failure to control aggressive or unsportsmanlike behavior
- Failure to provide adequate security for the event
- Failure to operate and/or maintain premises or facilities
- Failure to stop play for dangerous conditions (i.e. such as issues related to the court/field of play, equipment, adverse weather, etc.)
- Failure to recognize a participant injury (such as a suspected concussion, neck or back injury, etc.)
- Failure to respond appropriately to a medical emergency
- Failure to prevent a sexual abuse or molestation incident
- Failure to report a suspected sexual abuse situation
- Failure to prevent discrimination or harassment
- Claims arising out of concessions

How can event organizers, etc. protect themselves from claims or litigation arising out of a sports event? While most people respond by saying “buy insurance”, insurance is only one of the Risk Management techniques. Prevention is the best insurance policy!

The 4 Key Risk Management Strategies

Risk Management is the continuous process of identifying, assessing and mitigating risks to reduce the frequency and severity of potential losses. The goal of risk management is to develop action plans to eliminate, minimize or manage the identified risks. The 4 key Risk Management strategies are as follows:

1. Risk Avoidance: avoiding risky hazards, activities or exposures for your event.
2. Risk Acceptance: knowing the risk exists and assuming the risk (i.e. assuming the inherent risk of injury).
3. Risk Reduction: following rules and regulations, risk management best practices, safety guidelines, etc. to reduce the likelihood, frequency or severity of loss. *[Operational risk management examples include establishing event safety plans/protocols, event security, event medical, event staff and volunteer training, etc.]*
4. Risk Transfer: shifting risk from one party to another. (i.e. waiver forms for participants and volunteers, insurance policies, contracts with suppliers/vendors for concessions, event medical, event security, etc.)

Event Risk Management – Practical Recommendations

Beyond the placement of insurance, the following are some practical recommendations for USAV sanctioned events and approved activities. Although not all-inclusive, implementation of the following risk management recommendations will help to prevent situations that may lead to injuries and subsequent claims/litigation. *It's better to be proactive (rather than simply reactive!!)*

- **USAV Rules & Regulations:** follow all the guidelines established by USA Volleyball and its RVAs for the proper set up and conduct of a sanctioned volleyball event. Be sure to enforce safety rules and regulations.
- **Waiver Forms (for participants and volunteers):** all participants and volunteers should be required to sign the approved USAV's waiver & release forms (*be sure to review the waiver section later in this document*).
- **Event Safety & Security Plan:** establish a safety and security plan for your event. Conduct periodic safety audits to inspect equipment and facilities for any possible hazards. Address any issues with the facility owner and document the outcome of discussions. For outdoor events, be sure to include adverse weather as part of your contingency plans.
- **Event Medical Plan:** Establish an effective medical response plan for both first aid and emergency medical situations. Automatic External Defibrillators (AED) units should be available.
- **Communications Plan:** establish a public relations/communication plan with all parties involved in the event, especially with parents and athletes.
- **Athlete Supervision (for minors):** Establish a plan for the proper supervision of the athletes while participating in the sporting event, particularly if they are not accompanied by a parent/legal guardian.
- **SafeSport Guidelines:** Be sure that all coaches, officials or other adults with care, custody and control of minors have had a comprehensive background screening and gone through USAV abuse & molestation awareness & prevention training.
- **Event Staff and Volunteer Training:** Be sure to educate event staff and volunteers on their roles and responsibilities, communication protocols, event safety, security and medical plans, etc. Conduct periodic clinics to keep officials and volunteers apprised of changes in rules and regulations, etc.
- **Contractual Risk Management (*see contract section for more information*)**
 - Commit to written contracts (*avoid handshake deals*)
 - Consult legal counsel (for your protection)
 - Clearly define roles and responsibilities in agreements
 - Use standardized contracts (*don't just sign what the other party provides*)
 - Review Indemnification and Insurance requirements closely
 - Obtain Certificates of Insurance (pursuant to insurance requirements)
- **Incident/Claims Reporting Procedures & Forms:** be sure to document and report incidents/injuries in accordance with USAV's guidelines (as outlined in this document).
- **COVID-19 Risk Management:**
 - Follow USA Volleyball COVID-19 Return to Play Guidelines
 - Comply with any requirements from State/Local Authorities
 - Adhere to CDC Guidelines, Protocols and Resources
 - Create a COVID-19 Event Plan
 - Educate event staff, officials and volunteers about the Plan
 - Utilize signage (to provide notices/warnings/reminders/instructions)
 - Clean & sanitize event facilities and equipment
 - Follow social distancing protocols and limit access (as required)
 - Mandate face masks be worn (as required by USAV or state/local regulations)

WAIVER AND RELEASE OF LIABILITY FORMS

As is the case for most amateur sports, signed waiver forms are required from all participants (and from parents/legal guardians in the case of minors) prior to participation in USA Volleyball sanctioned or approved events. This is not just a USAV requirement, but also a requirement from USAV's General Liability insurance carrier. Event organizers and clubs are responsible for making sure these forms are being signed and submitted in accordance with USA Volleyball guidelines.

Contrary to popular belief, a well written waiver and release form serves as a "first line of defense" against a cause of action for negligence and is a very effective risk management tool. In most jurisdictions, waivers are customary and enforceable. It is important to remember that obtaining signed waivers from all participants does not reduce the need for insurance or effective safety practices.

The following are key elements of an effective waiver:

- **Acknowledgment of Risk:** Addresses the inherent risk of participation in athletic activities (including the sport volleyball) and the potential for bodily injury, sickness & disease, death, etc.
- **Assumption of Risk:** By signing these forms, the participants (or parents of participating minors) acknowledge the inherent risks and dangers associated with participating in USA Volleyball sanctioned activities and their acceptance of these risks.
- **Waiver and Release from Liability:** By signing these forms, the participants (or parents of participating minors) agree to waive and release various parties, including USAV, its RVAs, the event organizer, clubs, facility, sponsors, coaches, officials, volunteers, etc.
- **Indemnification:** By signing these forms, the participants (or parents of participating minors) agree to indemnify these same parties for any claims brought against them for which the waiver applies.

The USAV waiver form addresses each of the aforementioned elements. It is for this reason that Event Organizers should be using the USA Volleyball waiver and release form.

PARTICIPANT ACCIDENT COVERAGE (i.e. Accident Medical and AD&D coverage)

The USAV Participant Accident policy provides up to \$25,000 of excess Accident Medical coverage for injuries sustained while participating in an approved or sanctioned event.

The coverage is **not** designed to replace existing medical coverage available to a participant through employment or any other means and cannot be used in lieu of existing medical coverage. The sole purpose of the Participant Accident coverage is to help supplement the out of pocket costs (such as deductibles, co-payments, coinsurance, etc.) associated with primary medical coverage and to provide reimbursement if no other collectible insurance is available. The Accident Medical coverage under the USAV Participant Accident policy is subject to the deductible of \$250 if other primary health care coverage is available, or \$1,000 if no other health care coverage is available.

To assist you in understanding how Participant Accident Excess Medical claims may be handled if submitted to the insurance carrier for payment, the following claims scenarios have been developed. Find the claims scenario that matches your claim situation to determine how the Participant Accident Excess Medical coverage may apply. The following are examples only and may not reflect the terms and conditions of the policy that might apply to an individual claim.

Scenario #1

\$3,500 Broken Ankle

Primary Health Care \$500 deductible and 80/20 coinsurance

Primary Coverage

| | |
|----------------|--|
| \$3,500 | Billed to primary carrier |
| <u>-\$ 500</u> | Primary Deductible (participant responsible) |
| \$3,000 | Balance to be considered by primary carrier |
| <u>-\$ 600</u> | 20% coinsurance (participant responsible) |
| \$2,400 | Payment by primary carrier |

Excess Coverage through USAV

| | |
|----------------|---|
| \$ 500 | Deductible from above |
| <u>\$ 600</u> | Coinsurance from above |
| \$1,100 | Balance to be considered by excess carrier |
| <u>-\$ 250</u> | Excess Deductible (participant responsible) |
| \$ 850 | Payment by excess carrier |

Scenario #2

\$3,500 Broken Ankle

No primary health coverage

Excess Coverage through USAV

| | |
|-----------------|---|
| \$ 3,500 | Billed to excess carrier |
| <u>-\$1,000</u> | Excess Deductible (participant responsible) |
| \$ 2,500 | Payment by excess carrier |

PARTICIPANT ACCIDENT EXCESS MEDICAL COVERAGE (Continued)

Scenario #3

\$300 Laceration to eyebrow

Primary Health Care \$250 Deductible 80/20 coinsurance

Primary Coverage

| | |
|---------------|---|
| \$ 300 | Billed to primary carrier |
| <u>-\$250</u> | Primary Deductible (patient responsibility) |
| \$ 50 | Balance to be considered by primary carrier |
| <u>-\$ 10</u> | 20% coinsurance (patient responsibility) |
| \$ 40 | Payment by primary carrier |

Excess Coverage through USAV

| | |
|---------------|---|
| \$ 250 | Deductible from above |
| <u>\$ 10</u> | Coinsurance from above |
| \$ 260 | Balance to be considered by excess carrier |
| <u>-\$250</u> | Excess Deductible (participant responsible) |
| \$ 10 | Payment by excess carrier |

Scenario #4

\$300 Laceration to eyebrow

No primary health coverage

Excess Coverage through USAV

| | |
|-----------------|---|
| \$ 300 | Billed to excess carrier |
| <u>-\$1,000</u> | Excess Deductible (participant responsible) |
| \$ 0 | Payment by excess carrier |

Scenario #5

\$30,000 Knee Injury

Primary Health Care is an HMO, but Participant elects not to use required doctors or hospitals.

If primary health care coverage is available and the choice is made not to use required providers, for whatever reason, the PARTICIPANT ACCIDENT EXCESS MEDICAL COVERAGE WILL NOT APPLY. The intent of the Participant Accident Excess Medical coverage is to supplement Primary Medical coverage whenever it is available.

*****REFER TO USA VOLLEYBALL'S SAFESPORT REQUIREMENTS AND LEGAL REPRESENTATION
FOR MORE GUIDANCE ON THIS TOPIC*****

SEXUAL ABUSE OR MOLESTATION EXPOSURE

Protecting children from sexual abuse and molestation situations is one of the most important responsibilities and greatest challenges facing National Governing Bodies (NGBs) and amateur sports associations. Organizations have a moral and legal obligation to take appropriate precautions to prevent these situations from occurring.

When alleged abuse occurs, the NGB/association, facility owner, club/team, etc. can be held legally responsible for the actions of the alleged perpetrator (such as a coach, official or volunteer). The claims often allege negligent selection (of an employee, contractor or volunteer), inadequate background screening, improper supervision, failure to prevent abuse, failure to investigate and report allegations of abuse to the proper authorities, etc. The mere accusation of abuse or molestation can ruin reputations for both the organization and individuals involved, and it can be difficult to overcome the stigma even if one is totally exonerated of all charges.

For this reason, prevention is the best approach to managing this risk. Long before abuse became a national issue with the Larry Nassar situation in 2017, USA Volleyball has taken a proactive approach to abuse risk management. For more than 15 years, USA Volleyball has required comprehensive background screening and mandatory abuse & molestation awareness and prevention training.

To learn more about USA Volleyball's current SafeSport measures, please refer to the following link:
www.teamusa.org/usa-volleyball/about-us/safesport

CONTRACTUAL RISK MANAGEMENT

One of the most significant exposures for USAV clubs and event organizers arises out of liability assumed in a written contract or agreement. Common contracts include:

- Facility rental agreements
- Equipment rental agreements
- Municipality Permits
- Vendors/Contractors (providing products or services in connection with an event)
- Sponsorship agreements

Within many of these contracts, the party that drafted the agreement often tries to transfer as much risk to the other party as possible. The following information will provide a better understanding of the issues related to the assumption of risk by contract. You are not expected to understand all the legal jargon or issues relating to a contract, but a little knowledge may prevent you from incurring a great deal of risk that would not otherwise be accepted in the absence of such knowledge.

Some key points to keep in mind with respect to contracts:

- Contracts often favor those who draft the contract wording.
- Terms & conditions of a contract may determine whether an insurance claim will be paid.
- Liability is often assumed/transferred within contracts (Assumption of Risk or Contractual Risk Transfer)

The following are best practices when it comes to contracts:

- Commit to written contracts (avoid handshake deals)
- Consult legal counsel (for your protection)
- Clearly define roles & responsibilities (i.e. including products or services to be provided).
- Include appropriate Indemnification requirements (mutual is recommended)
- Include appropriate Insurance requirements (including additional insured status, waivers of subrogation, certificate of insurance requirements, etc.)

Liability Assumed by Contract

Municipalities, school districts, and other facility owners often try to transfer all risk of loss to the party renting or using the venue facility. Coaches and club officials have agreed to assume these risks as part of a rental agreement without understanding the extent of responsibility assumed by the rental contract.

A rental contract or agreement is a legally binding document that needs to be read closely before signing. As a matter of law or public policy in many jurisdictions, one party cannot transfer its sole negligence to another by contract. However, it is very common for contractual risk transfer as much responsibility as possible via a contract or agreement. It is better to spend a little more time reading, understanding and amending a rental contract prior to signing rather than disputing legal issues at the time of a loss.

While contractual liability associated with a facility rental for sanctioned or approved events is covered under the USA Volleyball General Liability insurance program, claims arising out of assumption of risk by contract that could have been prevented or minimized will have a tremendous impact on the cost of insurance paid by the Association. The exposure to loss resulting from the assumption of liability by contract is controllable and every effort should be made to control such loss. Failure to do so affects everyone.

Municipalities, schools and other venue owners will require USA Volleyball clubs to hold them harmless and cover all legal expenses as a requirement of using their facility. There are a wide variety of Indemnification clauses used in rental agreements. Most are written to favor the Lessor (i.e. the municipality, school district, or venue owner) and require the Lessee (a USA Volleyball club or event organizer) to incur more responsibility than necessary. Whenever possible, the Indemnification provision should allocate the responsibilities of each party clearly and equitably. Indemnification provisions that appear to be one sided (in favor of the Lessor only) should be avoided or amended. The following is an example of a MUTUAL Indemnification provision that is preferred:

Lessee shall indemnify, defend and hold harmless Lessor, its officers, employees and agents from any claim, liability, loss or expense (including reasonable attorney fees) arising out of the Lessee's occupancy and use of the facility, but only in proportion to the extent such claims, liability, loss or expense arise out of the negligent acts or omissions of USA Volleyball, its Regional Volleyball Associations (RVAs), clubs, officers, employees, volunteers or agents.

Lessor shall indemnify, defend and hold harmless USA Volleyball, its Regional Volleyball Associations (RVAs), clubs, officers, employees, volunteers or agents from any claim, liability, loss or expense (including reasonable attorney fees) arising out of the Lessor's ownership, operation or maintenance of the facility, but only in proportion to the extent such claims, liability, loss or expense arise out of the negligent acts or omissions of the Lessor, its officers, employees, contractors or agents.

The reason this Indemnification provision is preferred is that each party to the agreement is only responsible for their own negligence. A facility that has inherent hazards (such issues related to maintenance of facility, etc.) should be the responsibility of the venue owner. If a loss occurs resulting from unsafe premises, USA Volleyball, its clubs, etc. should not assume responsibility for this type of exposure.

If a rental agreement does not have a mutual Indemnification requirement, it is recommended that you negotiate to have the attached "**Indemnification Clause Addendum**" added to the agreement. We have also created a **Facility Rental Agreement Checklist** for your consideration and use. As always, we recommend seeking the opinion of qualified legal counsel before entering into any written agreements.

FACILITY RENTAL AGREEMENT

Indemnification Clause Addendum (SAMPLE)

Agreement between _____ and _____
(Venue Owner) (Volleyball Club or Region)

It is agreed that this Addendum replaces entirely Section # _____ in the foregoing facilities use agreement and is hereby made a permanent addendum for the length of the Agreement.

- A. *Lessee shall indemnify, defend and hold harmless Lessor, its officers, employees and agents from any claim, liability, loss or expense (including reasonable attorney fees) arising out of the Lessee's occupancy and use of the facility, but only in proportion to the extent such claims, liability, loss or expense arise out of the negligent acts or omissions of USA Volleyball, its Regional Volleyball Associations (RVAs), clubs, officers, employees, volunteers or agents.*
- B.
- C. *Lessor shall indemnify, defend and hold harmless USA Volleyball, its Regional Volleyball Associations (RVAs), clubs, officers, employees, volunteers or agents from any claim, liability, loss or expense (including reasonable attorney fees) arising out of the Lessor's ownership, operation or maintenance of the facility, but only in proportion to the extent such claims, liability, loss or expense arise out of the negligent acts or omissions of the Lessor, its officers, employees, contractors or agents.*

Signature of USA Volleyball Representative

Signature of Venue Owner

Date: ___/___/___

Date: ___/___/___

*****PLEASE BE SURE TO HAVE AN ATTORNEY REVIEW ANY CONTRACTUAL OBLIGATIONS, HOLD HARMLESS AND/OR INDEMNIFICATION PROVISIONS PRIOR TO SIGNING ANY WRITTEN CONTRACT OR AGREEMENT. *****

FACILITY RENTAL AGREEMENT CHECKLIST (SAMPLE)

Prior to signing a rental agreement or facilities use agreement has the following been reviewed:

Facility Walk Through

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Facility suitable for volleyball practice and tournament play |
| <input type="checkbox"/> | <input type="checkbox"/> | Checked floor surfaces for defects or trip and fall hazards |
| <input type="checkbox"/> | <input type="checkbox"/> | Checked low hanging lights, heating units, plumbing, and basketball backboards |
| <input type="checkbox"/> | <input type="checkbox"/> | Adequate seating - bleacher seating in good repair |
| <input type="checkbox"/> | <input type="checkbox"/> | Men's and Women's restrooms in good repair |
| <input type="checkbox"/> | <input type="checkbox"/> | Men's and Women's locker rooms in good repair |
| <input type="checkbox"/> | <input type="checkbox"/> | Limited access to balance of school or facility |
| <input type="checkbox"/> | <input type="checkbox"/> | Limited access to wrestling mats and gymnastics equipment |
| <input type="checkbox"/> | <input type="checkbox"/> | Volleyball standards padded and in good repair |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there a school official or facility representative on premises during use of facility? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there procedures for advising venue owner of problems? |
| <input type="checkbox"/> | <input type="checkbox"/> | Quick access to phone in the event of emergencies? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have maintenance/security personnel been advised of your rental of the facility? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is a key required to gain access to the facility? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are exits marked and doors unlocked? (no chains securing double doors) |
| <input type="checkbox"/> | <input type="checkbox"/> | Rental Agreement required |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there well-lit & monitored parking spaces? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there secure "team" parking areas? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there an Emergency Response plan at facility for evacuation & medical emergencies? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there a responsible party for removing unruly spectators? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are lighting and electrical systems checked at facility? Any emergency lighting? |

Rental Agreement Review

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Does the agreement specify dates and times the Club/Region is responsible for venue? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there an indemnification clause? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the indemnification only favor the venue owner? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Club/Region responsible for all loss or liability, regardless of fault? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there any insurance requirements? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are limits required in excess of \$2,000,000 Each Occurrence? |
| <input type="checkbox"/> | <input type="checkbox"/> | Can rental agreement be amended? |
| <input type="checkbox"/> | <input type="checkbox"/> | Venue owner has been advised in writing of the defects, damage, or portions of facility Club/Region will not take responsibility for. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has the Indemnification Clause Addendum been added to the Agreement? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are certificates of insurance required? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the agreement include signature of a board authorized person? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is a waiver of subrogation required per the contract? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are you responsible for business personal property of others? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there provisions, which make you responsible for "loss of use" of property? |
| <input type="checkbox"/> | <input type="checkbox"/> | Responsible for guests and spectators? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there any liquor liability exposure? |
| <input type="checkbox"/> | <input type="checkbox"/> | Any special wording required? |
| <input type="checkbox"/> | <input type="checkbox"/> | Warranties or representations about suitability or use of rental equipment? |
| <input type="checkbox"/> | <input type="checkbox"/> | Quick Release Adhesive Floor Tape used to line finished floors? |

DRONE RISKS

The use of drones (also known as Unmanned Aircraft Systems) is becoming more widespread for both recreational and business purposes.

Contrary to popular belief, drones are considered aircraft and when used for business or commercial purposes, drones are subject to Federal Aviation Administration (FAA) regulations. In fact, the FAA has established rules and regulations governing the commercial use of the drones that went into effect in 2016.

Federal Aviation Administration (FAA) Unmanned Aircraft Systems (UAS)

www.faa.gov/uas

From an insurance perspective, drones are also considered “aircraft” and therefore subject to the aircraft liability exclusion under a standard ISO General Liability policy. Most general liability carriers have taken the position that since drones are aircraft, they will not provide coverage. This is the case with the USA Volleyball General Liability program.

Given the compliance and insurance issues surrounding drones, hiring a commercial drone operator (with appropriate FAA certification and proper aviation insurance) is the best risk management approach for many sports organizations.

We encourage you to reach out to EPIC if you would like to discuss your current or potential drone related risks.



V. CERTIFICATES OF INSURANCE



EPIC Entertainment & Sports
2727 Paces Ferry Road
Building Two, Suite 1500
Atlanta, GA 30339
Phone: 678-324-3300
Fax: 678-324-3303

This presentation is designed to give you an overview of the insurance coverage for your organization. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place. **Please refer to the specific insurance contracts for details on coverage, conditions and exclusions.**

USA VOLLEYBALL CERTIFICATE REQUEST PROCESS

Request from Club

- 1) Clubs will complete a certificate request form available from their Regional Volleyball Association. The form is also available on the USA Volleyball website as a downloadable PDF file at <https://www.teamusa.org/usa-volleyball/membership/forms-and-information>
- 2) Clubs will remit the request to the Region.
- 3) The Region will then go to the EPIC Entertainment & Sports online certificate request website (<https://sports.epicbrokers.com/>).
- 4) Each Region will be able to sign-on with a Login name and password provided by EPIC. From there, certificate information can be entered, and the certificate will be generated within seconds. If a certificate requires special wording or special forms, etc., a request form can be submitted to EPIC by email, fax or mail.
- 5) If special wording certificates are requested through EPIC, EPIC will issue the certificate as appropriate and will then e-mail the certificate back to the Region for distribution to the club.

Request from Region

- 1) Regions requesting a certificate for their own purpose can go to the EPIC online certificate request website (<https://sports.epicbrokers.com/>). Each Region will be able to sign-on with a Login name and password provided by EPIC. From there, certificate information can be entered, and the certificate will be generated within seconds. The online website also allows for the Region to print copies of any cert issued to any club/certificate holder in the Region, or any cert issued to the Region itself. If a certificate requires special wording, or special forms, etc., a request form can be submitted to EPIC by email, fax or mail.
- 2) If certificates are requested through EPIC, then EPIC will issue the certificate and will e-mail the certificate to the Region.

Request from National Office

- 1) The National Office may request a certificate by also going to the EPIC online certificate request website (<https://sports.epicbrokers.com/>). The National Office will also be able to sign-on with a Login name and password provided by EPIC. From there, certificate information can be entered, and the certificate will be generated within seconds. The online website also allows for the National Office to print copies of any cert issued to any club/certificate holder in any Region, or any cert issued to the National Office itself. If a certificate requires special wording, or special forms, etc., a request form can be submitted to EPIC by email, fax or mail.
- 2) If certificates are requested through EPIC, then EPIC will issue the certificate and will e-mail the certificate to the National Office.

For certificate of insurance related questions, please contact Anna Sokolove at EPIC (Tel. 678-324-3327 or by email at Anna.Sokolove@EPICBrokers.com).

For insurance coverage related questions, please contact Jennifer Rains at EPIC (Tel. 678-904-5305 or by email at Jennifer.Rains@EPICBrokers.com).

***American Specialty will continue to house the certificates issued prior to 9/1/2010 on their website. If you are searching for old certificates (prior to 9/1/2010), please contact American Specialty for further assistance.*

CERTIFICATE OF INSURANCE REQUEST

ALL REQUESTS BY CLUBS MUST BE SENT TO THE REGION

REGION: _____ NEED BY DATE: _____

CLUB NAME: _____

ADDRESS: _____ CONTACT NAME: _____

_____ PHONE #: (____) _____

DOES THE CLUB REQUIRE A CERTIFICATE OF INSURANCE? ____ YES ____ NO
IF YES, CLUB WILL RECEIVE A CERTIFICATE AS PROOF OF INSURANCE)

PREFERRED METHOD OF CERTIFICATE DELIVERY:

E-MAIL: _____ FAX: _____

AUTHORIZED RVA SIGNATURE: _____ DATE: _____

Please attach to this form a list of scheduled tournaments to be organized/sponsored by the Club as well as a list of the facilities to be utilized (with full business name and address) for practices or tournaments by the Club.

SEND ADDITIONAL INSURED CERTIFICATES TO ____ CLUB
____ CERTIFICATE HOLDER

CERTIFICATE HOLDER

1) NAME: _____ ATTENTION: _____

ADDRESS: _____ ADDITIONAL INSURED ____ YES
____ NO

E-MAIL: _____ FAX: _____

LIMITS OF COVERAGE REQUESTED: ____ GENERAL LIABILITY (\$1,000,000)
____ EXCESS LIABILITY

(ONLY CHECK FOR EXCESS LIABILITY IF CERTIFICATE HOLDER REQUIRES MORE THAN \$1,000,000 OF COVERAGE)

REASON FOR CERTIFICATE: ____ Building Owner ____ Sponsor ____ Tournament

____ Other – Describe: _____

Special Instructions: _____

CERTIFICATE OF INSURANCE REQUEST – PAGE 2

CERTIFICATE HOLDER

2) NAME: _____ ATTENTION: _____

ADDRESS: _____ ADDITIONAL INSURED _____ YES
_____ NO

E-MAIL: _____ FAX: _____

LIMITS OF COVERAGE REQUESTED: _____ GENERAL LIABILITY (\$1,000,000)
_____ EXCESS LIABILITY

(ONLY CHECK FOR EXCESS LIABILITY IF CERTIFICATE HOLDER REQUIRES MORE THAN \$1,000,000 OF COVERAGE)

REASON FOR CERTIFICATE: _____ Building Owner _____ Sponsor _____ Tournament

_____ Other – Describe: _____

Special Instructions: _____

CERTIFICATE HOLDER

3) NAME: _____ ATTENTION: _____

ADDRESS: _____ ADDITIONAL INSURED _____ YES
_____ NO

E-MAIL: _____ FAX: _____

LIMITS OF COVERAGE REQUESTED: _____ GENERAL LIABILITY (\$1,000,000)
_____ EXCESS LIABILITY

(ONLY CHECK FOR EXCESS LIABILITY IF CERTIFICATE HOLDER REQUIRES MORE THAN \$1,000,000 OF COVERAGE)

REASON FOR CERTIFICATE: _____ Building Owner _____ Sponsor _____ Tournament

_____ Other – Describe: _____

Special Instructions: _____



VI. USAV CLUB DIRECTORS AND OFFICERS (D&O) PROGRAM



EPIC Entertainment & Sports
2727 Paces Ferry Road
Building Two, Suite 1500
Atlanta, GA 30339
Phone: 678-324-3300
Fax: 678-324-3303

This presentation is designed to give you an overview of the insurance coverage for your organization. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place. **Please refer to the specific insurance contracts for details on coverage, conditions and exclusions.**

USAV CLUB DIRECTORS & OFFICERS (D&O) PROGRAM

**Program premium, terms and conditions are effective as of 11/1/2021.*

EPIC, in conjunction with the national office of USA Volleyball, has developed a special Not-For-Profit Directors and Officers Liability program for the Boards of Directors of the **member clubs** of USA Volleyball. EPIC has negotiated a program offering broad protection at very competitive rates. We endorse and sponsor this program and have negotiated coverage that is customized for our local and regional organizations. An online platform (<https://sports.epicbrokers.com/usavolleyball>) has been created to make the application and payment process easy and quick.

To summarize the program briefly, a \$1,000,000 limit of protection may be purchased by each individual Club to include all directors, officers, employees, and volunteers of that Club for **\$550*** annually. An optional limit of \$2,000,000 is available through this program for the annual premium of **\$850***. Eligibility for this program is subject to meeting specific criteria including: 1) your club is a not for profit organization 2) having no prior or pending loss activity 3) gross receipts are under \$1,000,000, and 4) having no more than 5 paid employees. If your organization does not meet the above criteria, the online program and premiums will not be available. Instead, coverage may be applied for using a paper application for underwriting consideration and individual pricing.

All Directors & Officers liability program policies have a November 1st effective and expiration date. For any club enrolling mid-year, a pro-rata premium will be charged subject to a minimum premium of \$100.

We highly encourage each Club to purchase this insurance protection. You can do so by accessing the website and following the link entitled, "Club Directors and Officers Coverage" or by visiting <https://sports.epicbrokers.com/usavolleyball>. You will find additional details about this important coverage on this webpage including a summary of insurance detailing key policy terms and conditions.

We hope that the majority of USAV Clubs will participate this year. If you have not purchased this coverage in the past, you will be filling a major gap in your insurance program by purchasing this coverage.

For questions related to the Club Directors & Officers Liability Program, please contact Anna Sokolove at Tel. 678-324-3327 or by email at Anna.Sokolove@EPICBrokers.com.

****Regional Directors & Officer Liability coverage is placed separately by USA Volleyball's National Office. If you have questions regarding the RVA D&O coverage, please contact Jennifer Rains for additional details at Jennifer.Rains@EPICBrokers.com or 678-904-5305.*

Understanding Directors and Officers Liability

The following information is offered to help understand the coverage. However, in order to fully understand the Association Liability Policy, the policy should be read and reviewed in detail. The precise coverage afforded is subject to the terms, conditions and policy as issued.

What is Association Liability Insurance?

Association Liability Insurance is a form of errors and omissions coverage for the managers of an organization's affairs and others who, while acting in their capacity as directors, officers, employees or volunteers of the organization, function in various roles to achieve the objectives of the organization.

It is similar in nature to policies maintained by or for the benefit of other professionals, such as lawyers, accountants, doctors, etc. Coverage is triggered by a claim made against a director, officer, employee or volunteer alleging that while they were acting in their capacity as such, they did or failed to do something (committed what the policy calls a Wrongful Act) for which they should be held personally accountable. Coverage also extends to the organization if named as a defendant in a lawsuit.

If I am sued, what financial protection do I have?

There are two methods by which the organization can provide financial protection to its directors, officers, employees, and volunteers: indemnification and insurance. Every state by statute permits nonprofit corporations to indemnify their directors and officers against loss incurred as a result of certain types of claims. However, such indemnification does not provide protection in all instances. Additionally, the organization may not have sufficient financial resources with which to pay the losses and defense expenses. This is why most nonprofit organizations purchase Association Liability insurance.

Why do claims arise?

The law provides that under given circumstances, directors, officers, employees and/or volunteers can be held personally accountable for their actions. These individuals can be held accountable for failing to act in accordance with the high standard of conduct commensurate with the duties owed to their constituents.

Who brings these suits?

Potential claimants include:

- Employees - allegations may include wrongful termination, discrimination, or sexual harassment
- Volunteers - allegations may include failure to supervise others' activities which resulted in harm to the volunteer
- Members (players) and/or their parents - allegations may include failure to properly supervise, discrimination, denial of credentialing, sexual harassment, or any other dispute in which the member (player) believes caused harm to him or her
- Competing clubs - allegations may include libel and slander or unfair trade practices
- Organization - allegations may include breach of your duty of care
- Outsiders - outside third parties who transact business or otherwise deal with the organization may assert a claim against a director and/or officer if such outsider has been personally and directly harmed by the wrongdoing

Who is typically covered? *(This is for general understanding only. Please refer to the actual policy coverage provisions for exact coverage terms and definitions).*

Past, present, and future directors, officers, employees and volunteers are covered for the reasonable costs of defending themselves against claims alleging a wrongful act, as well as the personal liabilities that they incur for their acts. Additionally, the organization is covered to the degree that it can or may be permitted to indemnify its directors, officers, employees and volunteers and for its direct obligations.

WHAT is typically covered? *(This is for general understanding only. Please refer to the actual policy coverage provisions for exact coverage terms and definitions).*

Association Liability insurance protection revolves around the term "wrongful act," which basically means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty while acting in your capacity as a director, officer, employee or volunteer and on behalf of your organization.

What is NOT typically covered? *(This is for general understanding only. Please refer to the actual policy coverage provisions for exact coverage terms and definitions).*

Here are sample exclusions:

- An adjudication of gaining illegal personal profit or advantage
- An adjudication of a criminal, fraudulent or dishonest act
- **For bodily injury or property damage**
- Alleging or arising from responsibilities and obligations imposed by the Employee Retirement Income Securities Act of 1974 (ERISA), the Fair Labor Standards Act (Except the Equal Pay Act), the National Labor Relations Act, and other similar federal, state or local statutory law
- Alleging or arising from obligations pursuant to any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law
- Arising from pollution or contamination
- Brought by one Insured against another Insured, except for derivative claims or employment practices claims
- Insured under a policy previously in force
- Alleging or arising from professional services performed for others
- Arising from pending or prior litigation (as of the date of the first policy purchased)
- Alleging or arising from an express or implied contract, except for employment practices claims
- Arising out of circumstances which at the inception date of the policy any director, officer, employee or volunteer should have recognized as having the potential for claim

This list is not exhaustive but does contain many of the exclusions relied upon by the insurer to circumscribe the coverage. It is important to review the actual policy for specific language and terms.

How much protection is being offered?

There are two options for policy limits of liability: \$1 million and \$2 million and are available to respond for defense expenses and expenses of a claim and amounts paid to respond for the liability (damages, judgments and settlements).

Defense fees and expenses are payable **outside the limits of liability**. The limits of liability are provided on an annual aggregate basis for all claims against all directors, officers, employees, volunteers and the organization.

What is the deductible ("retention") amount?

If protected individuals are held personally liable and no indemnification is available from the organization, the individuals have no deductible or retention amount that they are responsible for under a covered claim. However, if the organization is held liable or if it is able to indemnify the individuals named in a suit, the retention amount is \$500.

What does "Claims Made" policy mean?

Association Liability insurance is offered on a "claims made" basis, which means that claims must be made and reported during the policy period. Individuals should be certain that adequate reporting mechanisms and oversight responsibilities exist for this purpose.

Myths Regarding Personal Liability

The following information is offered to help understand exposure related to the Association Liability coverage. It should be noted that the precise coverage afforded is subject to the terms, conditions and policy as issued.

Myth

We don't need to purchase insurance to protect our personal assets.

Reality

These are the facts:

Nonprofit organizations are not immune from costly litigation.

- Nonprofit organizations are being sued more often and from more sources, despite laws in most states that limit the liability of nonprofit directors and officers.
- Employment related suits for such things as harassment and wrongful termination are at an all-time high, especially since enactment of the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1992.
- Directors and officers are subject to the duties of diligence, obedience, and loyalty and can be sued for negligence in the performance of those duties.
- A claim could threaten the personal assets of directors, officers, and trustees.
- The financial burden of defending a suite against directors, officers, employees or volunteers can drain a nonprofit organization's badly needed resources.
- Nonprofit organizations are often seen as "deep pockets" despite low asset levels.

Myth

I can't be held personally liable for my actions associated with this organization.

Reality

Since 1985, several states have enacted statutes which purport to eliminate or limit certain types of nonprofit directors and officers liability exposure. These statutes vary greatly and require close examination to determine their true benefit. None of the statutes create absolute immunity for the directors and officers. For example, none of the statutes impact any liability based upon a federal statute or rule. Many of the statutes expressly do not apply to a breach of the duty of loyalty, which is perhaps the most frequently asserted claim against nonprofit directors and officers. Even if a liability limitation applies, the directors and officers may still be subjected to defending the claim and funding the costs associated with that defense.

Myth

No one will sue me. I am a volunteer for a nonprofit organization. Even if a lawsuit were to arise, it will be against the Organization, not me.

Reality

History proves that directors, officers, employees and volunteers of nonprofit organizations are individually sued across the country. Suits alleging discrimination, wrongful termination, harassment, or false accreditation are not uncommon.

Myth

We purchase General Liability Insurance which protects me for any personal liability if I am individually sued.

Reality

General Liability Insurance can protect the assets of your organization when it is sued for doing (or not doing) something that results in bodily injury or property damage. This type of insurance does not provide protection for lawsuits brought against the directors, officers, employees or volunteers or the organization directly for failure to properly perform your duties as such.

Myth

My personal homeowner's insurance policy will provide protection for me if I am personally sued.

Reality

Although a personal homeowner's insurance policy can provide protection for lawsuits brought against you, most specifically exclude coverage for activities relating to your voluntary service or serving on the board of an organization. This exclusion would apply to any act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the organization.

Myth

Our organization and its directors, officers, employees and volunteers are already protected under our national association's liability program.

Reality

Although some national associations purchase an Association Liability Insurance Policy, it does not always extend protection to regions, local associations, or member clubs.

Myth

My organization will pay for any lawsuits brought against the directors, officers, employees, and volunteers personally, or against the organization itself. It will indemnify (cover) me if I am personally sued.

Reality

Every state by statute permits nonprofit corporations to indemnify their directors and officers against loss incurred as a result of certain types of claims. However, such indemnification does not provide protection in all instances. For example, indemnification may not be available to the director and officer for the following reasons:

1. The organization may become insolvent or may not have sufficient resources to pay the losses and expenses incurred by the directors and officers.
2. Either the applicable law or the corporation's internal indemnification provisions may be modified to limit or prohibit the expected indemnification.
3. The composition or attitude of the organization's board of directors may change so that the board is no longer sympathetic to the prior officer or director and thus does not make the necessary determinations to authorize the indemnification.
4. As a matter of policy, the organization may deem inappropriate to use contributed funds for such indemnification.
5. Because of public policy considerations and statutory limitations, some claims may be insurable but not indemnifiable.

Association Liability insurance (Directors & Officers Liability insurance) can help provide protection to the directors, officers, employees, and volunteers for all of these non-indemnifiable exposures and thus can offer a more comprehensive financial protection program for these individuals.

Myth

This type of insurance is too expensive, complicated and cumbersome to purchase.

Reality

Purchasing Association Liability insurance for USAV Clubs to protect directors, officers, employees, volunteers and the Organization itself couldn't be easier or less expensive. By simply completing a short electronic application for coverage and processing payment terms via <https://sports.epicbrokers.com/usavolleyball>, your Organization can purchase protection for its directors, officers, employees, volunteers and the Organization itself if named in a suit. If your total gross annual receipts are less than \$1,000,000, the total annual premium for a \$1,000,000 limit of liability (which is shared by all covered parties) is only \$550 and a \$2,000,000 limit of liability is only \$850. This amount provides protection for all directors, officers, employees, volunteers, and the Organization.

Hypothetical Claim Examples

The following information is offered to illustrate possible allegations which could be made against a non-profit sports club. In order to fully understand the Association Liability Policy, the policy should be read and reviewed in detail. The precise coverage afforded is subject to the terms, conditions and policy as issued.

Employment Claims

Hypothetical: Employee/volunteer is terminated and files suit alleging wrongful discharge or discrimination based upon the sex, race or age of the employee/volunteer.

Hypothetical: Allegations are made that the club's Board refuses to appoint a minority as a director thereby causing damage to the person.

Hypothetical: Volunteer coach files suit alleging the directors and officers wrongfully denied his request to volunteer based on rumors that he had previously been convicted of child molestation charges, which were false.

Third Party Discrimination Claims

Hypothetical: Member (player) files suit alleging discrimination after being suspended from a game shortly after the directors learn of his involvement in an armed robbery.

Hypothetical: Member (player) files suit alleging age discrimination alleging a volunteer/employee wrongfully denied a younger member's request to participate in an older member age group.

Sexual Harassment Claims

Hypothetical: Member (player), employee, or volunteer files suit alleging the coach sexually imposed upon her and that the board members were negligent in the selection of the coach and in failing to supervise his activities.

Credentialing Claims

Hypothetical: Members (players) file suit alleging the Board wrongfully denied the requested credentialing unfairly and improperly.

Defamation Claims

Hypothetical: A competing club files suit alleging the Board allowed materials to be distributed that libeled or slandered the club as a result of the communications by the organization and its directors and officers.

Breach of Duty of Loyalty Claims

Hypothetical: Director, officer, employee or volunteer is sued for allegedly using the organization as a business conduit to benefit himself.

Breach of Duty of Care Claims

Hypothetical: Directors are sued for furnishing goods, services and facilities to a person disqualified under applicable law or bylaws from receiving those goods, services and facilities. **Failure to Supervise Claims**

Hypothetical: Directors are sued for failing to conduct routine audits and failing to supervise the Treasurer once it discovers a dramatic shortfall in its bank account.