



INSURANCE FACT SUMMARY

Revised February 2007

This brochure has been prepared by USA Water Ski to describe and explain, in a summary manner, the insurance policies which USA Water Ski maintains for the protection and benefit of its clubs, associations, sport disciplines, divisions and individual members in connection with USA Water Ski sanctioned events. It is intended for informational purposes only and is not a contract of insurance. Please refer to the actual insurance policies for complete details of coverage, policy terms and conditions, benefits, limits and exclusions. Should there be any discrepancy between this brochure and the provisions of the actual insurance policies, the terms and provisions of the actual insurance policies will prevail.

INTRODUCTION

USA Water Ski is the National Governing Body for organized water skiing in the United States, and is a member of the International Water Ski Federation (World Governing Body), the Pan American Sports Organization and the United States Olympic Committee. Affiliated with USA Water Ski as sport disciplines are the American Water Ski Association, American Barefoot Club, American Kneeboard Association, National Collegiate Water Ski Association, National Show Ski Association, National Water Ski Racing Association, United States Hydrofoil Association, USA Wakeboard and Water Skiers with Disabilities Association.

USA Water Ski serves a dual mission to promote the growth and development of recreational water skiing, and to organize and govern the sport of competitive water skiing. As part of fulfilling this mission, USA Water Ski provides sanctions for tournaments, practices, exhibitions, clinics and related activities which comply with USA Water Ski's rules and regulations. Sanction applications can be obtained at www.usawaterski.org or by contacting the USA Water Ski national office.

As part of sanctioning, USA Water Ski provides General Liability and Participant Accident coverage for the protection and benefit of its clubs, associations, sport disciplines, divisions and individual members in connection with sanctioned events. A summary of the USA Water Ski insurance programs, along with answers to commonly asked questions, information about how to request certificates of insurance, and instructions about how to report incidents and claims are included within this brochure.



USA WATER SKI GENERAL LIABILITY POLICY

The USA Water Ski General Liability insurance program provides legal liability protection to USA Water Ski and its member clubs, associations, sport disciplines, divisions and individual members **in connection with sanctioned events**. Without this coverage, the availability of private or public bodies of water for use in hosting tournaments, practices and other sanctioned events would be jeopardized.

Who is the Insurance Carrier for the USA Water Ski General Liability Policy?

Philadelphia Insurance Company
A.M. Best Financial Rating: A+ (Superior)
Financial Size Category: XI (\$750 million to \$1 billion)

Who is an Insured under the USA Water Ski General Liability Policy?

- USA Water Ski, Inc.
- USA Water Ski Associations, Sport Disciplines and Divisions
- USA Water Ski Member Clubs
- Event organizers, officials, coaches, employees, volunteers and individual members of USA Water Ski, its member clubs, associations, sport disciplines and divisions, but only while acting in their capacity as such during USA Water Ski sanctioned events.

What limits of coverage are provided under the USA Water Ski General Liability policy?

Per Occurrence Limit *	\$ 1,000,000	<i>*An additional \$4,000,000 of Umbrella Liability coverage is provided excess of and on a following form basis to the primary General Liability limits of coverage, subject to applicable policy terms and conditions. This Umbrella coverage is shared by all sanctioned events and is subject to a \$4,000,000 each occurrence and aggregate limit.</i>
General Aggregate Limit (Per Event)	\$ 2,000,000	
Policy Aggregate Limit	Unlimited	
Personal & Advertising Injury	\$ 1,000,000	
Products/Completed Operations	\$ 1,000,000	
Damage to Premises Rented to You	\$ 1,000,000	
for 7 or fewer consecutive days		
Medical Expense (any one person)	Excluded	
Abuse and Molestation (each occurrence)	\$ 100,000	
Abuse and Molestation (aggregate)	\$ 200,000	
Participant Legal Liability	Included	
Watercraft Liability (non-owned)	Included	

Are Waiver and Release Forms Required as a Condition of Coverage?

Signed Waiver and Release forms are required from all participants (and from parents/legal guardians in the case of minors) prior to participation in USA Water Ski sanctioned events. Copies of the required waiver and release forms are available at the www.usawaterski.org web site or by contacting the USA Water Ski national office. The clubs and event organizers are responsible for making sure these forms are being signed and submitted in accordance with USA Water Ski guidelines. By signing these forms, the participants or parents of participating minors acknowledge the inherent risks and dangers associated with participating in USA Water Ski sanctioned events and their acceptance of these risks. It is important to remember that obtaining signed waivers from all participants does not reduce the need for insurance or effective safety practices. A signed waiver is USA Water Ski's "first line of defense" against a cause of action for negligence and is a very effective risk management tool.

What is covered under the USA Water Ski General Liability policy?

The USA Water Ski Commercial 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 events. The following are a few of the key coverage areas:

Bodily Injury Liability: protects the Named Insureds against claims brought by third parties alleging bodily injury or death caused by the negligent acts or omissions of the Named Insureds. The USA Water Ski General Liability policy excludes coverage for medical expenses, since bodily injuries to members participating in a sanctioned event are covered under USA Water Ski's Participant Accident Medical policy.

Property Damage Liability: protects the Named Insureds against claims brought by third parties alleging physical damage to or loss of use of tangible property caused by the negligent acts or omissions of the Named Insureds. All Commercial General Liability policies contain exclusions for damage to property in the insured's care custody and control. Therefore, ski equipment, towboats or other personal property used in connection with a sanctioned event would not be covered in the event of loss or damage. The policy will respond to third party property damage claims caused by use of the equipment, but not to the equipment itself.

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 concessions sold by a Named Insured at a sanctioned event.

Premises Liability: protects against liability for bodily injury caused by failure to maintain safe, secure and properly maintained premises. Regardless of how or why a person enters a property, property owners may be held liable if injury occurs. Slip-and-fall and trip-and-fall accidents are by far the most common claims in premises liability law suits.

Participant Legal Liability: protects the Named Insureds against claims brought against that insured for "bodily injury" to a "participant" while participating in any USA Water Ski sanctioned event.

Drug Testing Liability: provides Personal & Advertising Injury coverage for liability arising out of any drug testing program sponsored by USA Water Ski, provided the testing is

conducted in accordance with USOC Doping Control Program policies and procedures.

Watercraft Legal Liability: protects the Named Insureds against claims arising out of use and operation of non-owned watercraft (i.e. towboats) less than 51 feet in length in connection with sanctioned events. The watercraft liability coverage is secondary to the watercraft liability coverage required to be carried by the boat's owner. The policy does not afford any liability protection to the boat's owner, nor does it provide coverage for any loss or damage to the boat itself. Pursuant to the Towboat Insurance Requirements established by USA Water Ski for use of boats during sanctioned events, the boat's owner is required to carry the primary watercraft liability coverage for operation of the boat (naming USA Water Ski and the club as Additional Insureds), and to carry hull coverage in the event of loss or damage to the boat itself. The complete USA Water Ski Towboat Insurance Requirements are posted on the USA Water Ski web site for reference by all clubs.

Host Liquor Liability: protects the Named Insureds against liability associated with servicing alcohol on a complimentary basis to adults of legal drinking age. 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. If alcohol is going to be for sale during a sanctioned event, the party selling the alcohol will need to secure an appropriate liquor license and carry Liquor Liability coverage. The USA Water Ski General Liability program does not provide coverage for liability arising out of the sale of alcoholic beverages.

Abuse & Molestation Liability: protects the Named Insureds against claims alleging liability for actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any insured, or the Named Insured's negligent employment, investigation, supervision, reporting or failure to report to the proper authorities, retention of a person for whom any insured is or ever was legally responsible. This coverage will not pay any claim or defense costs on behalf of any person who personally takes part in inflicting physical or sexual abuse, sexual molestation, sexual exploitation or sexual injury upon another person; or on behalf of any person who remains passive upon gaining knowledge of any alleged physical or sexual abuse, sexual molestation, sexual exploitation, or sexual injury committed by an employee, member or volunteer of the Named Insured organizations.

What is not covered under the USA Water Ski General Liability policy?

- Body Injury or Property Damage that is unrelated to a USA Water Ski sanctioned event or not caused by the acts or omissions of a Named Insured under the USA Water Ski General Liability program.
- Medical Expenses (claims for medical expenses are excluded, including participant accident medical expenses resulting from accidents or injuries during USA Water Ski sanctioned events).
- Claims for Damage to Property in the care, custody and control of the Named Insureds and used in connection with sanctioned events. Examples would include property or equipment which is leased, rented or borrowed from others for use during the event.
- Auto Liability & Physical Damage claims.
- Aircraft Liability & Physical Damage claims.
- Watercraft Liability Exclusion (this exclusion does not apply to non-owned watercraft under 51 ft in length used during USA Water Ski sanctioned events. Coverage is secondary to the primary watercraft liability coverage to be carried by the boat's owner).
- Watercraft Hull Physical Damage Exclusion (no coverage is provided for damage to towboats used in connection with sanctioned events. Refer to Claims for Damage to Property in the care, custody and control of the Named Insureds as specified above).
- Participant vs. Participant Exclusion (this eliminates coverage for claims/lawsuits filed by one participant against another for injury. This exclusion does not preclude coverage for USA Water Ski, its associations, sport disciplines and divisions and clubs. In addition, this exclusion does not apply to USA Water Ski certified boat drivers who volunteer their services in connection with sanctioned events).
- Expected Or Intended Injury Exclusion – excludes coverage for intentional acts which result in "bodily injury" or "property damage" from the standpoint of the Named Insureds (this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property).
- Liquor Liability Exclusion (this exclusion applies to the sale of alcoholic beverages or to the sharing of revenue associated with the sale of alcoholic beverages. Host liquor liability coverage is provided to the Named Insureds under the policy for alcohol served on a complimentary basis to adults of legal drinking age).
- Fireworks or Pyrotechnics Exclusion (excludes coverage for bodily injury, property damage, personal and advertising injury or medical expenses arising out of the ownership, maintenance, handling, storage, distribution, sale or use of fireworks, flash-powder, or explosive compositions).
- Standard General Liability policy exclusions and limitations per standard ISO General Liability policy form, including Workers' Compensation and Similar Laws, Employer's Liability, Pollution, Mobile Equipment, War, Nuclear Energy Liability Exclusion and Employment Related Practices Exclusion.
- Fungi or Bacteria Exclusion
- Lead Liability Exclusion
- Asbestos Liability Exclusion
- Exclusion – Violation of Statutes that govern emails, fax, phone calls or other methods of commercial sending material or information

The exclusions identified above do not represent a complete list of exclusions and limitations under the policy. Additional exclusions and limitations apply.

How do I request a Certificate of Insurance as evidence of the USA Water Ski General Liability coverage?

Beginning in 2007, USA Water Ski has the authority and ability to issue certificates requested by its member clubs, associations, sport disciplines and divisions in connection with USA Water Ski sanctioned events without submitting the requests to the insurance company.

To obtain a certificate of insurance, the club must complete a Certificate of Insurance request form which is available to all Clubs via the USA Water Ski web site: www.usawaterski.org. Please be certain to fill out the certificate request form completely and accurately. Requests for certificates of insurance should be directed to USA Water Ski national office. Please do not wait to submit your certificate requests until Friday afternoon or just prior to your sanctioned event, as USA Water Ski may not be able to produce your requested certificate(s) in time for your event/practice. The form must show the full name and address of the certificate holder, whether or not Additional Insured status is requested, and be accompanied by the appropriate fee charged for this service. USA Water Ski will issue and send the certificates to the Clubs via email. The Clubs will be responsible for delivering the requested certificates of insurance to the Certificate Holders.

Please request Certificates of Insurance only for those third parties who require them and have a direct relationship with your Club's sanctioned events.

A certificate of insurance is a document issued by or on behalf of an insurance company to provide an interested third party (the Certificate Holder) with information regarding the insurance coverage maintained by the Named Insured. The most common type of certificate is provided for informational purposes only to advise a third party Certificate Holder of the existence and amount of insurance issued to the Named Insured, and confers no rights upon the Certificate Holder. The second most common type of certificate is one that in addition to describing the insurance available to the Named Insured, the certificate may also convey information that the Certificate Holder is an "Additional Insured" under the policy issued to the Named Insured, thus giving the Certificate Holder some interest in the policy itself.

For example, USA Water Ski clubs will often be required to provide Certificates of Insurance to the following parties as a means to secure permission from and to confirm availability of lakes for USA Water Ski sanctioned events:

- Private property/lake owners (private bodies of water)
- Public parks/lakes regulated by a government entity (public bodies of water)

If the certificate names the private lake owner or government entity as an Additional Insured, it will protect the private lake owner or government entity against claims caused, in whole or in part, by the acts or omissions of the Named Insured during use of the property/lake for USA Water Ski sanctioned events. It does not cover the private lake owner or government entity for liability arising from the private lake owner's or government entity's own negligent acts.

Important Definitions:

Certificate Holder: the interested party provided with a certificate of insurance as evidence of the insurance maintained by the Named Insured.

Named Insured: the person, firm, or organization specifically designated on the applicable insurance policy for whom the insurance company has agreed to provide coverage. (i.e. USA Water Ski, its member clubs, associations, sport disciplines and divisions).

Additional Insured: an interested party (usually a Certificate Holder) for whom the insurance company has agreed to extend limited coverage, but only with respect to claims caused, in whole or in part, by the acts or omissions of the Named Insured.

***USA Water Ski General Liability Policy
Incident Reporting Procedures and Form***

Any incident that occurs at a USA Water Ski sanctioned event could potentially lead to a general liability claim against USA Water Ski, its associations, sport disciplines and divisions, clubs, event organizers and individual members. **It is important that key information is recorded for each and every incident that occurs during sanctioned events, and that this information is promptly reported.** USA Water Ski has developed a General Liability Incident Report form for this purpose. The Incident Report form is available to all Clubs via the USA Water Ski web site: www.usawaterski.org.

The on-site Safety/Club Official or Event Organizer is required to complete the Incident Report form at the time of an Accident, Injury or Other Incident during a USA Water Ski sanctioned event. Please be certain to fill out the Incident Report form completely and accurately. Prompt reporting of incidents provides the insurance company with a head start in evaluating and resolving these matters, where possible, and ensures that the strongest possible defense can be provided to the Club or Event Organizer in the event that a claim is filed. A claim is an actual demand for damages by a third party.

Incidents may include injuries to participants, spectators, volunteers, boat accidents, theft or damage to property of a third party, etc. Examples of incidents which need to be reported include, but are not limited to, the following:

- Serious Injury or Illness
- Drowning
- Other Fatality
- Minor Property Damage
- Serious Property Damage
- Boating Accident
- Missing Person(s)
- Theft

Completed USA Water Ski Incident Report forms should be submitted to:

American Specialty Insurance & Risk Services, Inc.
P.O. Box 459
Roanoke, IN 46783
Tel. #: (800) 566-7941
Fax #: (260) 673-1291

Any incident involving serious bodily injury requiring emergency medical transport or a death/fatality should be reported immediately to American Specialty Insurance & Risk Services, Inc. by calling the 1-800 claims number listed above.

General Liability Questions and Answers

Do I need a Certificate of Insurance to be covered under the USA Water Ski General Liability policy?

USA Water Ski, Inc., its associations, sport disciplines, divisions and clubs are automatically insured through this program with respect to USA Water Ski sanctioned events. A certificate of insurance can be issued showing your organization as a Named Insured with respect to sanctioned events. However, certificates are normally issued as proof of insurance to third parties showing that the club/event organizer has coverage with respect to events sanctioned by USA Water Ski.

What events can be sanctioned by USA Water Ski?

USA Water Ski provides sanctions for tournaments, practices, exhibitions, clinics and related activities which comply with USA Water Ski's rules and regulations and for which an appropriate sanction application has been submitted and approved by USA Water Ski. For more information regarding practice sanctions, please refer to the Club Practice & Show Ski Exhibition Sanction Application.

How do I request a Certificate of Insurance?

Certificate of Insurance request forms are available at the www.usawaterski.org web site or by contacting the USA Water Ski national office. See the Certificates of Insurance section of this brochure for more details.

Can a third party be covered by this insurance?

Yes. Third parties having an insurable interest may be named as an "Additional Insured," but only with respect to the acts or omissions of the Named Insureds in connection with USA Water Ski sanctioned events. Examples might include event sponsors, land/lake owners offering use of their facilities, etc.

Should I provide a vendor/contractor (such as a concession stand operator) with a certificate of insurance naming the vendor/contractor as an Additional Insured?

Vendors and contractors should carry their own General Liability insurance to cover their negligent acts and omissions. Event organizers should not be liable for the actions of anyone contracted to provide goods and services in connection with sanctioned events. These contracted parties should be required to provide a certificate of insurance as evidence of their own General Liability coverage with the certificate naming USA Water Ski, Inc. and the club/event organizer as Additional Insureds. If the vendor provides a certificate in favor of USA Water Ski, then a reciprocal certificate may be provided to the vendor.

Is there coverage for damage to equipment and other personal property used by the club/event organizer in connection with a sanctioned event?

No. General Liability policies do not cover damage to personal property in the care, custody and control of the Named Insureds. It does not matter whether the equipment and personal property is owned, leased, rented or borrowed from others for use during the event...**NO COVERAGE APPLIES.** The owners of any equipment or personal property to be used in connection with a sanctioned event should be made aware of this fact prior to the event (so that the owners can make sure that appropriate property insurance or similar coverage is in effect).

What about damage to ski equipment used in connection with a sanctioned event?

Again, damage to personal property used by the Named Insureds in connection with a sanctioned event is not covered under the USA Water Ski General Liability policy for loss or damage. This personal property should be insured by the owner of such property.

Does the policy provide coverage for boats used in connection with sanctioned events?

Yes, but for liability claims only and the coverage is subject to the following limitations. The policy only protects the Named Insureds against claims arising out of use and operation of non-owned watercraft (i.e. towboats) less than 51 feet in length in connection with sanctioned events. This coverage is secondary to the watercraft liability coverage required to be maintained by the boat's owner, and the policy does not afford any liability protection to the boat's owner. Loss or damage to the boat itself is not covered under the USA Water Ski General Liability policy. Pursuant to the Towboat Insurance Requirements established by USA Water Ski for use of boats during sanctioned events, the boat's owner is required to carry the primary watercraft liability coverage for operation of the boat (naming USA Water Ski and the club as Additional Insureds), and to carry hull coverage in the event of loss or damage to the boat itself. Please refer to the Towboat Insurance Requirements which are posted on the USA Water Ski web site for reference by all clubs.

General Liability Questions and Answers (continued...)

What if the boat used during the sanctioned event is owned by the Club?

The Club, as the boat's owner, is required to carry the primary watercraft liability coverage for the use and operation of the boat (naming USA Water Ski as an Additional Insured), and to carry hull coverage in the event of loss or physical damage to the boat itself.

What if the boat used during the sanctioned event is owned by a USA Water Ski member?

The member who owns the boat is required to carry the primary watercraft liability coverage for the use and operation of the boat (naming USA Water Ski and the Club as Additional Insureds), and to carry hull coverage in the event of loss or physical damage to the boat itself. See the USA Water Ski Towboat Insurance Requirements which are posted on the USA Water Ski web site: www.usawaterski.org.

What if the boat used during the sanctioned event is loaned by a boat dealership?

The boat dealership donating the boat for use is required to carry the primary watercraft liability coverage for the use and operation of the boat (naming USA Water Ski and the Club as Additional Insureds), and to carry hull coverage in the event of loss or physical damage to the boat itself.

Are our Club boats covered by the USA Water Ski General Liability policy if we take them to another state to participate in a USA Water Ski sanctioned event?

No. Pursuant to the USA Water Ski Towboat Insurance Requirements, each boat owner is required to maintain primary watercraft liability coverage for operation of the boat (naming USA Water Ski and the Club as Additional Insureds), and to carry hull coverage in the event of loss or damage to the boat itself. The boat owner's insurance would be responsible for damages resulting from an accident in which the boat played a contributing role. This is true regardless of which state the boat is being operated.

What if the boat we plan to use during a sanctioned event is 51 ft. or longer?

The USA Water Ski General Liability policy limits coverage to the use and operation of non-owned watercraft (i.e. tow-boats) less than 51 feet in length in connection with sanctioned events. Therefore, no coverage would be available for a boat that is 51 ft. or longer. We recommend that the club/event organizer use a boat that is less than 51 ft. in length.

Does the USA Water Ski General Liability policy provide coverage for lawsuits brought against the Club/Event Organizer by a participant who was injured in a USA Water Ski sanctioned event?

Yes, depending upon the nature of the claim and subject to applicable policy terms and conditions, coverage is contemplated for Participant Legal Liability exposures.

Does the USA Water Ski General Liability policy provide coverage for lawsuits filed by one participant against another participant?

No, this is excluded under the policy. However, if the Club/Event Organizer or USA Water Ski were also named in the lawsuit, the USA Water Ski General Liability policy would respond on behalf of the Club/Event Organizer and USA Water Ski.

How are volunteers covered under the USA Water Ski General Liability policy?

USA Water Ski requires all volunteers at sanctioned events to be active members of USA Water Ski. Active members who serve as volunteers (including safety directors, officials, etc.) are covered for liability claims arising out of their acts or omissions provided they were acting under the direction of the Club/Event Organizer and within the scope of his/her assigned duties in connection with a USA Water Ski sanctioned event. Volunteers who are medical professionals are not covered under the policy for claims arising out of providing or failing to provide medical services.

Can club members who have a USA Water Ski supporting membership serve as volunteers at a USA Water Ski sanctioned event?

No. USA Water Ski requires all volunteers at sanctioned events to be active members of USA Water Ski.

General Liability Questions and Answers (continued...)

At our Club's events sanctioned by USA Water Ski, my wife doesn't ski or ride in the boat. However, she helps straighten skis, recoil ropes on the dock, and announces. Does she need to be a USA Water Ski active member?

Yes! USA Water Ski requires all volunteers at sanctioned events to be active members of USA Water Ski. Although she isn't skiing or riding in the boat, she is participating as a Volunteer in a USA Water Ski sanctioned event, and therefore, must be a USA Water Ski active member.

How are boat drivers covered under the USA Water Ski General Liability policy?

Only USA Water Ski rated Boat Drivers are covered while operating boats in connection with USA Water Ski sanctioned events. The coverage is secondary to the primary watercraft liability coverage carried by the boat's owner. If you are not a USA Water Ski rated Boat Driver and have not completed the prescribed training, experience and participation requirements, you are not covered under the USA Water Ski General Liability policy for your operation of a boat. The only coverage available to you would be through the boat owner's primary watercraft liability policy as a permissive user of the boat.

Our Club is going to be selling alcohol at a USA Water Ski sanctioned event to raise funds. Is this covered under the USA Water Ski General Liability policy?

No. The USA Water Ski General Liability policy only provides coverage to the Named Insureds for host liquor liability exposures where alcohol is served on a complimentary basis to adults of legal drinking age. The sale of alcohol requires the purchase of full Liquor Liability coverage, and will likely require the club to secure a Liquor License.

Will the USA Water Ski General Liability policy provide our Club with coverage if we are just skiing for fun with family and friends and are not taking part in a sanctioned event?

No. The USA Water Ski General Liability program only affords coverage to Named Insured in connection with USA Water Ski sanctioned events, and all participants must be either active or guest/basic skills members of USA Water Ski.

Our Club owns a dock, a float, a slalom ski course and a ski jump ramp. Does the USA Water Ski General Liability policy provide liability protection to the Club with respect to these items?

Yes, but only during USA Water Ski sanctioned events. The USA Water Ski General Liability policy provides liability coverage for all normal water skiing exposures (such as docks, floats, slalom courses and ski jumps) while in use during any USA Water Ski sanctioned event. The Club should maintain its own liability coverage for its ownership or use of these items outside of USA Water Ski sanctioned events. As with all personal property, the Club (as the owner) is responsible for carrying its own property insurance coverage for loss of or damage to these personal property items.

Our Club owns a ski jump. Over the holiday weekend, my son and some of his college friends used the ramp and one of the kids was seriously injured. The injured student has filed a lawsuit against our Club. Will the USA Water Ski General Liability policy provide coverage to us for this claim?

No. The USA Water Ski General Liability program only affords coverage to Named Insureds in connection with USA Water Ski sanctioned events. Since this was not a USA Water Ski sanctioned event, no coverage is available. The Club will need to report this claim to its own liability carrier.

Must all of our Club members be USA Water Ski members for the USA Water Ski General Liability insurance to be in effect during sanctioned events?

No. However, all club members that participate in any USA Water Ski sanctioned event must be either active or guest/basic skills members of USA Water Ski.

Our Show Ski club uses trampolines for dry land training. Are we covered for liability arising out of use of these trampolines?

Yes, but only during training as part of a USA Water Ski sanctioned event.

USA WATER SKI PARTICIPANT ACCIDENT POLICY

USA Water Ski provides Participant Accident benefits to active and guest/basic skills members who participate in USA Water Ski sanctioned events. Participant Accident benefits include Accident Medical Expense benefits and Accident Death & Dismemberment benefits for injuries sustained by USA Water Ski members during sanctioned events.

Who is the Insurance Carrier for the USA Water Ski Participant Accident Policy?

Federal Insurance Company (Chubb)
A.M. Best Financial Rating: A++ (Superior)
Financial Size Category: XV (\$2 billion or more)

Who is eligible for coverage under the USA Water Ski Participant Accident Policy?

All Active Members and Guest/Basic Skills Members of USA Water Ski while participating in USA Water Ski sanctioned events.

Active members serving as Volunteers during a USA Water Ski sanctioned event are also covered.

What is covered under the USA Water Ski Participant Accident policy?

Subject to the applicable benefit limits and exclusions, the policy pays for reasonable Medical Expenses and Accidental Death and Dismemberment benefits for eligible participants who sustain accidental bodily injury while participating in USA Water Ski sanctioned event. The coverage extends from the start of the event through its completion, and includes direct travel to and from the event. The accident medical coverage is secondary to any other available medical/health insurance and is subject to a \$1,000 deductible per claim.

What is not covered under the USA Water Ski Participant Accident policy?

- Loss caused by or resulting from the insured's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection or bodily malfunctions. This exclusion does not apply to loss resulting from bacterial infection caused by an Accident or from Accidental consumption of a substance contaminated by bacteria.
- Loss occurring while the insured is in, entering or exiting any aircraft that is owned, leased or operated by his or her employer or on behalf of the employer. This exclusion does not apply to aircraft chartered with a pilot or crew on a one time charter basis.
- Loss occurring while the insured is in any aircraft while acting or training as a pilot or crew member. This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.
- Loss resulting from suicide, attempted suicide or loss that is intentionally self-inflicted.
- Loss occurring while an insured is participating in military action in the Armed Forces of any country or established international authority. However, active military service for sixty (60) consecutive days or less shall not constitute service in the Armed Forces.
- Loss caused by or resulting from an insured being intoxicated or under the influence of any narcotic, unless taken on the advice of a physician and used in accordance with the prescription.
- Loss caused by or resulting from a declared or undeclared war, but war does not include acts of terrorism.

What benefits and limits are provided under the USA Water Ski Participant Accident Policy?

Accidental Medical Expense Benefits

Maximum Benefit Amount: \$10,000

The policy provides coverage for accidental bodily injury resulting directly from members participating in a USA Water Ski sanctioned event. Coverage does not include loss from pre-existing conditions or from competing in non-sanctioned events. If an accidental bodily injury results in an Insured Person requiring medical care and treatment within 90 days of the accident, we will pay the reasonable and customary medical charges of medically necessary medical services up to the benefit amount. Medical expenses must be incurred within 104 weeks of the date of accident. The policy provides coverage against loss in excess of and on a secondary basis to coverage provided under other valid and collectible medical insurance and is subject to a \$1,000 deductible per claim.

The Excess Accidental Medical Expense benefit does not apply to the following charges and services:

- for which the Insured Person has no obligation to pay;
- for eyeglasses, contact lenses and other vision or hearing aids;
- for any injury for which Worker's Compensation benefits or occupational injury benefits are payable;
- for treatment by a person employed or retained by the Policyholder;
- for any injury occurring while fighting, except in self defense;
- for treatment required for conditions caused by repetitive motion injuries and not as a result of an Accident, including but not limited to: Osgood-Schlatter's Disease, bursitis, chondromalacia, shin splints, and tendinitis.

Medical Evacuation and Repatriation

Maximum Benefit Amount: \$30,000

Hospital Admission Guaranty: \$5,000

Family Travel Expense: \$500 *(subject to maximum of \$100 per day for 5 days)*

Accidental Death and Dismemberment

Principal Amount: \$15,000

If accidental bodily injury during a USA Water Ski sanctioned event causes the following losses within one year of the date of the accident which are not otherwise excluded, the following benefits will be paid:

Loss of Life.....	100% of Principal Amount
Loss of Speech and Loss of Hearing.....	100% of Principal Amount
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100% of Principal Amount
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye.....	100% of Principal Amount
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100% of Principal Amount
Loss of Hand, Loss of Foot or Loss of Sight of One Eye	50% of Principal Amount
Loss of Speech or Loss of Hearing	50% of Principal Amount
Loss of Thumb and Index Finger of the same Hand.....	25% of Principal Amount
Quadriplegia	200% of Principal Amount
Paraplegia	200% of Principal Amount
Hemiplegia.....	100% of Principal Amount
Uniplegia	50% of Principal Amount

This is only a brief description of the coverage that the Participant Accident policy provides to USA Water Ski active and guest/basic skills members in connection with sanctioned events. All claims are subject to policy provisions, limitations and exclusions.

Notice to USA Water Ski Active Members and Guest/Basic Skills Members

If you are injured while participating in a USA Water Ski sanctioned event, please let the on-site Safety/Club Official or Event Organizer know of your injury so that an Incident Report form can be prepared. If an Incident Report is not prepared to document your injury, your claim will likely be denied by the Participant Accident carrier.

Should you require medical treatment as a result of your injury, the on-site Safety/Club Official or Event Organizer will provide you with a Medical Claim form. The Incident Report form and the Medical Claim form are both available to all Clubs and Members via the USA Water Ski web site: www.usawaterski.org.

Please follow these instructions when submitting your Participant Accident medical claim:

DO NOT SUBMIT CLAIM FORMS, MEDICAL BILLS OR OTHER ITEMS TO USA WATER SKI.

1. Submit your medical expenses to your primary medical/health insurance provider for consideration and payment. Your primary coverage would include group medical/health insurance available through your employer, spouse, parent or legal guardian, Medicare, Medicaid, Armed Forces or other coverage. The USA Water Ski Participant Accident coverage is secondary (i.e. excess) to your primary coverage.
2. Your primary medical/health insurance carrier will issue an Explanation of Benefits (EOB) showing payment or denial of each medical expense related to your injury.
3. Once you receive the EOB paperwork from your primary medical/health insurance carrier, please complete the USA Water Ski Participant Accident Medical claim form. Be sure to attach the following documents to your completed USA Water Ski Participant Accident Medical Claim Form:
 - The Itemized Insurance Billing form(s) from your physician (HCFA form), hospital (UB 92) or other provider. These forms must show the following: Patient's Name, Condition/Diagnosis, Type of Treatment, Date Expense Incurred and the Charges.
 - The Explanation of Benefits (EOB) form(s) showing payment or denial of each medical billing.
4. Submit your completed USA Water Ski Participant Accident Medical Claim form along with the Itemized Insurance Billing forms and your Explanation of Benefits form(s) to:

**American Specialty Insurance & Risk Services, Inc.
P.O. Box 459
Roanoke, IN 46783
Tel.: (800) 566-7941
Fax: (260) 673-1291**

Participant Accident Questions and Answers

What events can be sanctioned by USA Water Ski?

USA Water Ski provides sanctions for tournaments, practices, exhibitions, clinics and related activities which comply with USA Water Ski's rules and regulations and for which an appropriate sanction application has been submitted and approved by USA Water Ski. For more information regarding practice sanctions, please refer to the Club Practice & Show Ski Exhibition Sanction Application.

Am I covered under the USA Water Ski Participant Accident policy when I'm water skiing for fun and not participating in a USA Water Ski sanctioned event?

No. The coverage only applies during USA Water Ski sanctioned events.

Will the USA Water Ski Participant Accident policy provide coverage if we are just skiing for fun with family and friends and are not taking part in a sanctioned event?

No. The USA Water Ski Participant Accident program only affords coverage in connection with USA Water Ski sanctioned events, and all participants must be either active or guest members of USA Water Ski.

Must all of our Club members be USA Water Ski members for the USA Water Ski Participant Accident insurance to be in effect during sanctioned events?

No. However, all club members that participate in any USA Water Ski sanctioned event must be either active or guest/basic skills members of USA Water Ski. Club members who are not either active or guest/basic skills members of USA Water Ski should not be permitted to participate in the sanctioned event.

Can club members who have a USA Water Ski supporting membership serve as volunteers at USA Water Ski sanctioned events and be eligible for coverage under the Participant Accident policy?

No. Only active or guest/basic skills members of USA Water Ski are eligible for Participant Accident coverage.

My wife would like to serve as a volunteer to help at USA Water Ski sanctioned events. She doesn't want to ride in the boat, but she would like to volunteer with straightening skis, recoiling ropes on the dock and announcing. Is she eligible for coverage under the USA Water Ski Participant Accident policy?

No. USA Water Ski requires all volunteers at sanctioned events to be active members of USA Water Ski, so if she plans to volunteer, then she needs to become an active member of USA Water Ski. As an active member, she would be eligible for coverage under the Participant Accident policy while providing volunteer services at a sanctioned event.

I am an active member of USA Water Ski and was injured during a USA Water Ski sanctioned event. Will the USA Water Ski Participant Accident policy pay all of my medical bills if I don't have any other insurance?

If an active member sustains an accidental bodily injury during a USA Water Ski sanctioned event requiring medical care and treatment within 90 days of the accident, the Participant Accident carrier will pay the reasonable and customary charges for medically necessary medical services up to the applicable benefit amount, subject to the \$1,000 deductible and any applicable policy sub-limits, policy terms and conditions, limitations and exclusions. All medical expenses must be incurred within 104 weeks of the date of accident.

What if I have other insurance? Will the Participant Accident policy pay for all of the bills my insurance does not?

The Participant Accident carrier will determine the reasonable and customary charge for the covered medical expense. The Participant Accident carrier will then reduce that amount by amounts already paid or payable by your other insurance plan. The Participant Accident carrier will then pay the resulting amount, less the applicable deductible, but in no event will the Participant Accident carrier pay more than the specified benefit amount (including sub-limits). While the Participant Accident policy will usually reimburse you for any deductible or co-payment you may be responsible for, it will not reimburse you for charges that your insurance company does not pay because they exceed "reasonable expenses" or the "usual and customary" allowance.

What does "reasonable expenses" or "usual and customary allowance" mean? Is this just another way to avoid paying a claim?

Most medical plans exclude reimbursement for medical charges that are higher than those generally made in the local area where treatment is received. If your insurance company does not pay a bill in full because the charges exceed "reasonable expenses" or the "usual and customary allowance," those expenses are not likely to be paid under the USA Water Ski Participant Accident policy either.

Participant Accident Questions and Answers (continued...)

Do I have any obligation to pay bills that have been turned down because they are higher than "reasonable expenses" or the "usual and customary allowance?"

When you receive treatment from a doctor or hospital, you usually sign an agreement with the doctor or hospital stating that you are ultimately responsible for payment of their bill. However, you do have the right to question the validity of the doctor or hospital's charges.

When will the bill from my claim be paid?

Normal processing time is three to four weeks from the date the claims representative receives your bill and all of the essential paperwork. Please be sure that your submission of paperwork is complete in order to avoid any delays. Please keep in mind that the USA Water Ski Participant Accident policy is excess over your own medical/health insurance coverage, so make sure you submit a copy of the Explanation of Benefits (which indicates what your carrier paid or denied on your medical expenses).

Our Show Ski club uses trampolines for dry land training. Are members covered under the USA Water Ski Participant Accident policy while using the trampolines for dry land training?

Yes, provided the training is part of a USA Water Ski sanctioned event, and the injured participant is an active or guest/basic skills member of USA Water Ski.



On behalf of **Entertainment and Sports Insurance Experts, Inc. (ESIX)**, thank you for the opportunity to serve USA Water Ski. We are committed to providing comprehensive and cost effective risk management and insurance solutions for the protection and benefit of USA Water Ski, its clubs, associations, sport disciplines, divisions and individual members.

Entertainment and Sports Insurance Experts, Inc. (ESIX), a division of Brown & Brown, Inc., is a fully integrated risk management and insurance brokerage firm dedicated exclusively to clients in the sports and entertainment industries. ESIX was established in 1994 to serve the risk management and insurance needs of amateur and professional sports organizations, entertainers, athletes, teams, venues and associations.

In 2003, ESIX was acquired by Brown & Brown, Inc. Brown & Brown is currently ranked as the sixth largest independent insurance intermediary organization in the U.S., and the seventh largest such firm in the world (based on the July 2006 ranking by Business Insurance magazine). The company operates over 150 agencies in 35 states offering clients access to virtually every highly rated insurance underwriting company in the United States and European insurance marketplace. Our association with Brown & Brown has given ESIX additional expertise in other areas that compliment the sports and entertainment business.

Today, ESIX operates out of offices in Atlanta, Colorado Springs, Orlando and London. Built on a reputation of integrity, innovation and service, ESIX continues to develop comprehensive and cost effective risk management and insurance solutions for our valued clients. Whether you are in need of an insurance product or risk management expertise, ESIX will deliver.

ESIX serves some of the nation's most prestigious **professional and amateur sports organizations, foundations, national governing bodies, associations, teams and venues**. By outsourcing the majority of their risk management and insurance functions to ESIX, these organizations are able to access valuable risk management and insurance expertise at a significantly lower overall cost. *Over 200 sports organizations look to ESIX for their risk management and insurance needs each year.*

ESIX applies its risk management and insurance expertise to **events**, ranging from world-class sporting events (such as the Lipton Players Tennis Championship, the Target World Challenge and the Tour de Georgia) to concerts and local events. *Working with event organizers, sponsors and promoters, ESIX provides risk management and insurance support to over 100,000 events per year.*

ESIX works with **individual athletes and entertainers** to provide insurance products designed to protect their financial future (and that of their family) in the event of death, disability, sickness or other exigencies associated with their skill. Top money winners on the ATP and PGA tours, auto racing champions, elite players in the NBA, NHL, NFL and MLB, and high profile collegiate, individual sport and entertainment performers are among our clientele. *In total, over 1,100 athletes and entertainers are insured through ESIX each year.*



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