



# 2009 CLUB INSURANCE PROGRAM

(Revised 1/1/2009)

*The following is a summary of the 2009 USA Water Ski Club Insurance Program which provides Commercial General Liability and Participant Accident coverage for club activities and exposures which fall outside of the insurance coverage provided by USA Water Ski as part of sanctioning. This summary is intended for informational purposes only and is not a contract of insurance. Please refer to the specimen insurance policies for complete details of coverage, policy terms and conditions, benefits, limits and exclusions.*

## OVERVIEW

**Here are a few highlights of the 2009 USA Water Ski Club Insurance Program:**

- The program is voluntary and available exclusively to USA Water Ski affiliated Clubs.
- This new program provides USA Water Ski affiliated Clubs with access to General Liability and Participant Accident coverage for Club activities and exposures that fall outside of the USA Water Ski sanctioned event coverage.
- The program has been designed to dovetail with the USA Water Ski sanctioned event coverage.
- The program has been written on a master policy basis, so that multiple policies do not have to be issued. Specimen policies will be provided for Clubs to review.
- Each Club will be required to complete an application and submit the required premium payment as part of enrollment into the program. Coverage will not take effect until the Club's application has been approved in writing by the underwriter.
- This program provides coverage to enrolled Clubs, their employees (if any), members and volunteers, for liability arising out of the Club's day-to-day operations and activities that are sponsored, organized and/or supervised by the Clubs, but for which sanctioning is not available through USA Water Ski. The program contemplates coverage for common Club activities such as dinner functions, award banquets/ceremonies, meetings, and approved fundraisers, etc. and 24 hour liability coverage for Clubs owned or leased equipment such as ski jumps, slalom courses, piers/docks, swim platforms, and other equipment.
- This program does not contemplate coverage for Clubs-owned boats. Clubs that own boats will continue to be required to purchase primary boat insurance coverage separately.
- This program does not contemplate coverage for liability arising out of the ownership or control of a body of water. Clubs must purchase coverage for this exposure through the Lake Liability program offered through Global Marine. *[Note: This limitation does not apply while a Club is using a body of water to host a club sponsored, organized and/or supervised activity/event].*
- Clubs are required to obtain and maintain signed waiver & release forms from all participants in Club sponsored, organized and/or supervised activities.

***Please refer to the attached pages for more details regarding the General Liability and Participant Accident coverage provided as part of the USA Water Ski Club Insurance Program.***

# USA WATER SKI CLUB GENERAL LIABILITY POLICY

## ***Who is the Insurance Carrier for the Club General Liability Policy?***

Mt. Hawley Insurance Company (Non-Admitted)  
A.M. Best Financial Rating: A+ (Superior)  
Financial Size Category: XI (\$750 million to \$1 billion)

## ***Who is an Insured under the Club General Liability Policy?***

USA Water Ski, Inc.

USA Water Ski affiliated clubs enrolled into the program, and club employees (if any), officials, members and volunteers.

*[Note: Once a club has enrolled in the program, coverage is automatically extended to Club employees (if any), officials, members and volunteers. There is no need to issue certificates confirming this coverage for such parties.]*

## ***What limits of coverage are provided under the Club General Liability policy?***

Per Occurrence Limit *	\$ 1,000,000	<i>*For clubs needing coverage in excess of \$1,000,000 each occurrence, please contact an ESIX representative for assistance.</i>
General Aggregate Limit (Per Club)	\$ 2,000,000	
Policy Aggregate Limit	\$10,000,000	<i>**A deductible of \$1,000,000 each occurrence applies to USA Water Ski.</i>
Personal & Advertising Injury	\$ 1,000,000	
Products/Completed Operations	\$ 2,000,000	
Damage to Premises Rented to You	\$ 100,000	
for 7 or fewer consecutive days		
Medical Expense (any one person)	Excluded	
Participant Legal Liability	Included	
Watercraft Liability (non-owned)	Included	
Deductible (per occurrence) **	None	

## ***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 any Club sponsored, organized and/or supervised athletic activities, rides (i.e. a hayride), etc. Only those individuals actually taking part in the athletic activity or ride are required to sign a waiver.

Copies of the required club waiver and release forms (both adult and minor versions) are available at the [www.usawaterski.org](http://www.usawaterski.org) web site or by contacting the USA Water Ski national office. Each enrolled Club is responsible for making sure these forms are being signed and maintained for future reference.

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 the Club'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 Club General Liability policy?***

The Club General Liability policy provides coverage for those sums that the Club becomes 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 Club, its members and volunteers.

The policy includes coverage for liability arising out of each enrolled Club's day-to-day operations and activities that are sponsored, organized and/or supervised by the Clubs for which sanctioning is not available through USA Water Ski. The policy contemplates coverage for common Club activities such as dinner functions, award banquets/ceremonies, meetings, and approved fundraisers, etc. and 24 hour liability coverage for Clubs owned or leased equipment such as ski jumps, slalom courses, piers/docks, swim platforms, and other equipment.

The following are a few of the key coverage areas:

***Bodily Injury Liability:*** protects the Club against claims brought by third parties alleging bodily injury or death caused by the negligent acts or omissions of the insured Clubs. The Club General Liability policy excludes coverage for Medical Expenses, since bodily injuries to Club members and participants in Club sponsored activities and events are covered under the Club Participant Accident policy.

***Property Damage Liability:*** protects the Club 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 Club. 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 Club sponsored activities 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 Clubs 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 Club against liability for bodily injury or property damage as a consequence of some defect in a product sold or manufactured by the Club. The Club General Liability policy limits the products liability coverage to concessions and souvenirs.

***Premises Liability:*** protects the Club 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. Premises liability with respect to private bodies of water is not

contemplated under this program, except when the Club is using the private body of water during a Club sponsored, organized and/or supervised activity or event.

***Participant Legal Liability:*** protects the Club against claims brought against it for "bodily injury" to a "participant" while participating in any Club sponsored, organized and/or supervised activity. Participant Legal Liability coverage is subject to confirmation that Participant Accident coverage is in place.

***Watercraft Legal Liability:*** protects the Club against claims arising out of use and operation of non-owned watercraft (i.e. towboats) less than 52 feet in length in connection with any Club sponsored, organized and/or supervised activity. 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. All boat owners should be 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.

***Host Liquor Liability:*** protects the Club 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 Club sponsored, organized and/or supervised activity, the party selling the alcohol will need to secure an appropriate liquor license and carry Liquor Liability coverage. The Club General Liability program does not provide coverage for liability arising out of the sale of alcoholic beverages.

### ***What is not covered under the Club General Liability policy?***

- Liability that is (1) not related to the operations of the Club; (2) not related to Club sponsored, organized and/or supervised activities and events; or (3) not caused by the acts or omissions of the Club, its members or volunteers.
- Claims arising out of Club activities and events sanctioned through USA Water Ski.
- Medical Payments Exclusion
- Claims for Damage to Property in the care, custody and control of the Club.
- Auto Liability & Physical Damage claims.
- Aircraft Liability & Physical Damage claims.
- Watercraft Liability Exclusion (this exclusion does not apply to non-owned watercraft under 52 ft in length used during Club sponsored, organized and/or supervised activities and 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 boats used in connection with Club sponsored, organized and/or supervised activities and 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 the Club.)
- Expected Or Intended Injury Exclusion – excludes coverage for intentional acts which result in "bodily injury" or "property damage" from the standpoint of the Club (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 Club under the policy for alcohol served on a complimentary basis to adults of legal drinking age).
- Lake Liability Exclusion – excludes coverage for liability arising out of Club ownership, control or obligation to provide premises liability insurance for any body of water. This exclusion does not apply while a Club is using a body of water to host a Club sponsored, organized and/or supervised activity/event on the water. [Note: Coverage for ownership or control of a private body of water can be obtained through the Lake Liability program offered by Global Marine.]
- Fireworks or Pyrotechnics Exclusion (excludes coverage for liability arising out of the ownership, maintenance, handling, storage, distribution, sale or use of fireworks, flash-powder, or explosive compositions).
- Exclusion for concerts, show or theatrical events. [Ski shows and exhibitions should be sanctioned through USA Water Ski.]
- Exclusion for Rodeo activity and events
- Exclusion – Animals
- Exclusion – Bungee
- Amusement Devices Exclusion (refer to specimen General Liability policy for specific exclusion wording)
- Exclusion for Designated Products – All products except concessions and souvenirs.
- Standard General Liability policy exclusions and limitations per standard ISO General Liability policy form, including Workers' Compensation and Similar Laws, Employer's Liability, Absolute Pollution Exclusion, Mobile Equipment, War, Terrorism, Nuclear Energy Liability Exclusion, Employment Related Practices Exclusion, Continuous or Progressive Injury and Damage Exclusion, Fungi or Bacteria Exclusion, Communicable Disease Exclusion, Absolute Exclusion-Lead, Absolute Exclusion-Asbestos, Punitive Damages Exclusion, Mold, Mildew and Fungus Exclusion, Silica Exclusion, Y2K Exclusion, Abuse & Molestation Exclusion, Exclusion – Violation of Statutes.

*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 Club General Liability coverage?***

USA Water Ski has the authority and ability to issue certificates of insurance as requested by enrolled clubs on forms pre-approved by 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](http://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 the last minute, as USA Water Ski may not be able to produce your requested certificate(s) in time for your Club sponsored, organized and/or supervised activity/event. The form must show the full name and address of the certificate holder and whether or not Additional Insured status has been requested. 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 sponsored, organized and/or supervised activities and 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, 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 bodies of water for Club sponsored, organized and/or supervised activities and events or for installation of Club owned or leased equipment such as ski jumps, slalom courses, piers/docks, swim platforms, and other equipment:

- Private property/lake owners (private bodies of water)
- Public parks/lakes/rivers 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 Club (as the Named Insured) during the Club's use of the property/lake for Club sponsored, organized and/or supervised activities and events and Club owned or leased equipment such as ski jumps, slalom courses, piers/docks, swim platforms, and other equipment. This certificate and the policy will 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 or omissions.

### ***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 affiliated clubs enrolled in the program).

***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.

***Club General Liability Policy  
Incident Reporting Procedures and Form***

Any incident that occurs which could potentially lead to a claim under the Club General Liability program should be reported as soon as possible by the Club.

**It is important that key information is recorded for each and every incident that occurs during Club sponsored, organized and/or supervised activities and events, and that this information is promptly reported.** USA Water Ski has developed a Club 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](http://www.usawaterski.org).

A Club official should complete the Incident Report form at the time of an Accident, Injury or Other Incident. 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 in the event that a liability 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 Club General Liability Incident Report forms should be submitted to:**

***By mail:***

Leisure/Sports Specialists, LLC  
6508 Constitution Drive  
Fort Wayne, IN 46804

***By email:***

[new\\_claim@lss-ins.com](mailto:new_claim@lss-ins.com) (note there is an underscore between "new\_claim")

Any incident involving serious bodily injury requiring emergency medical transport or a death/fatality should be reported immediately to LSS by calling the following claims number: **(260) 437-0091**.



## ***Club General Liability Questions and Answers***

### **How does my Club enroll into this program?**

USA Water Ski affiliated clubs must complete and submit the required application form along with the appropriate premium payment to USA Water Ski. USA Water Ski will then issue a certificate of insurance confirming your enrollment into the program.

### **Does this policy eliminate the need to sanction events through USA Water Ski?**

No. The Club Insurance Program is designed to dovetail with the USA Water Ski sanctioned events program so that Clubs can obtain coverage for their day-to-day operations, activities and exposures when coverage is not available through USA Water Ski as part of sanctioning. Common Club activities such as dinner functions, award banquets/ceremonies, meetings, and approved fundraisers, etc. and 24 hour liability coverage for Clubs owned or leased equipment such as ski jumps, slalom courses, piers/docks, swim platforms, and other equipment are examples of where the Club Insurance Program can provide Clubs with valuable coverage.

### **How do I request a Certificate of Insurance?**

Certificate of Insurance request forms are available at the [www.usawaterski.org](http://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 Club, its members and volunteers. 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. Clubs should not be liable for the actions of anyone contracted to provide goods and services in connection with Club sponsored, organized and/or supervised activities and 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 the Club as an Additional Insured. If the vendor provides a certificate in favor of the Club, then a reciprocal certificate may be provided to the vendor/contractor.

### **Is there coverage for damage to equipment and other personal property used by the Club?**

No. General Liability policies do not cover damage to personal property in the care, custody and control of the Named Insured. It does not matter whether the equipment and personal property is owned, leased, rented or borrowed from others for use during a Club sponsored, organized and/or supervised activities and events....NO COVERAGE APPLIES. The owners of any equipment or personal property should be made aware of this fact (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 Club sponsored, organized and/or supervised activity or Event?**

Again, damage to personal property used by the Club is not covered under the Club 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 Club activities or events?**

Yes, but for liability claims only and the coverage is subject to the following limitations. The policy only protects the Club against claims arising out of use and operation of non-owned watercraft (i.e. towboats) less than 52 feet in length in connection with Club sponsored, organized and/or supervised activities and 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 Club General Liability policy. The boat's owner should be required to carry the primary watercraft liability coverage for operation of the boat (naming the Club as Additional Insureds), and to carry hull coverage in the event of loss or damage to the boat itself.

***General Liability Questions and Answers (continued...)***

**What if the boat used during a Club activity or event is owned by the Club?**

The Club, as the boat's owner, should carry the primary watercraft liability coverage for the use and operation of the boat, and to carry hull coverage in the event of loss or physical damage to the boat itself.

**What if the boat used during a Club activity or event is owned by a Club member?**

The member who owns the boat should be required to carry the primary watercraft liability coverage for the use and operation of the boat (naming the Club 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 a Club activity or event is loaned by a boat dealership?**

The boat dealership donating the boat for use should be required to carry the primary watercraft liability coverage for the use and operation of the boat (naming the Club 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 we plan to use during a Club activity or event is 52 ft. or longer?**

The Club General Liability policy limits coverage to the use and operation of non-owned watercraft less than 52 feet in length in connection with Club sponsored, organized and/or supervised activities and events. Therefore, no coverage would be available for a boat that is 52 ft. or longer. We recommend that the Club use a boat that is less than 52 ft. in length.

**Does the Club General Liability policy provide coverage for lawsuits brought against the Club by a participant who was injured in a Club sponsored, organized and/or supervised activity or 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 Club General Liability policy provide coverage for lawsuits filed by one participant against another participant?**

No, this is excluded under all General Liability policies. However, if the Club is named in the lawsuit, the Club General Liability policy would respond on behalf of the Club.

**How are volunteers covered under the Club General Liability policy?**

Volunteers are included as insureds under the policy for liability claims arising out of their acts or omissions, provided the volunteer was acting under the direction of the Club and within the scope of his/her assigned duties in connection with a Club sponsored, organized and/or supervised activity or event.

**Our Club is going to be selling alcohol at a Club sponsored, organized and/or supervised event to raise funds. Is this covered under the Club General Liability policy?**

No. The Club General Liability policy only provides coverage to the Club 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.

**Our Club owns a dock, a float, a slalom ski course and a ski jump ramp. Will the Club General Liability policy provide liability protection to our Club with respect to this equipment?**

Yes, but only if your Club pays the required premium for each such pieces of equipment.

**Our Club owns a ski jump. Over the holiday weekend, someone used the ramp without permission from the Club and was seriously injured. The injured person has filed a lawsuit against our Club. Will the Club General Liability policy provide coverage to our Club with respect to this claim?**

Yes, provided your Club has paid the required premium with respect to this piece of equipment.



*General Liability Questions and Answers (continued...)*

**Must all participants in our Club's sponsored, organized and/or supervised activities and events be members of our Club in order for the Club General Liability insurance to be in effect?**

No. However, all participants in the Club's sponsored, organized and/or supervised activities and events must sign a waiver and release form prior to participation.

**Our Club uses trampolines for dry land training. Are we covered for liability arising out of use of these trampolines?**

No. Use of trampolines by the Club is excluded under the Club General Liability policy (see Amusement Devices Exclusion). Your Club can obtain coverage for use of trampolines as part of training by sanctioning this training through USA Water Ski.

## **USA WATER SKI CLUB PARTICIPANT ACCIDENT POLICY**

The Club Insurance Program provides Participant Accident coverage to all participants in Club approved, sponsored, organized and/or supervised activities and events. Participant Accident benefits include Accident Medical Expense benefits and Accident Death & Dismemberment benefits.

### ***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 participants in Club approved, sponsored, organized and/or supervised activities and events.

### ***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 Club approved, sponsored, organized and/or supervised activities and events such as dinner functions, award banquets/ceremonies, meetings, and approved fundraisers, etc.

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

- Loss occurring during an activity or event that has been sanctioned through USA Water Ski.
- 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 (subject to \$1,000 deductible)

The policy provides coverage for accidental bodily injury resulting directly from participation in a Club approved, sponsored, organized and/or supervised activities and events. 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 and an integrated deductible.

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.

***Accidental Death and Dismemberment***

Principal Amount: \$5,000

If accidental bodily injury during a Club approved, sponsored, organized and/or supervised activity and 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 .....	100% of Principal Amount
Paraplegia .....	75% of Principal Amount
Hemiplegia.....	50% of Principal Amount
Uniplegia .....	25% of Principal Amount

*This is only a brief description of the coverage that the Club Participant Accident policy provides for participants in Club approved, sponsored, organized and/or supervised activities and event events. All claims are subject to policy provisions, limitations and exclusions.*

***Club Participant Accident Policy  
Medical Claim Filing Procedures and Form***

**Notice to Participants in Club approved, sponsored, organized and/or supervised Activities or Events**

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If you are injured while participating in a Club approved, sponsored, organized and/or supervised activity or event, please notify a Club official 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 Club Participant Accident carrier.

Should you require medical treatment as a result of your injury, the on-site Club Official will provide you with a Medical Claim form. The Incident Report form and the Medical Claim form are both available to all Clubs via the USA Water Ski web site: [www.usawaterski.org](http://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 Club 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 Club Participant Accident Medical claim form. Be sure to attach the following documents to your completed Club 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 Club Participant Accident Medical Claim form along with the Itemized Insurance Billing forms and your Explanation of Benefits form(s) to:

***By mail:***

Leisure/Sports Specialists, LLC  
6508 Constitution Drive  
Fort Wayne, IN 46804

***By email:***

[new\\_claim@lss-ins.com](mailto:new_claim@lss-ins.com) (note there is an underscore between "new\_claim")

## ***Club Participant Accident Questions and Answers***

### **What events are covered under the Club Participant Accident policy?**

This program contemplates coverage for club sponsored, organized and/or supervised activities such as dinner functions, award banquets/ceremonies, meetings, membership drives, community service projects and fundraisers which have been submitted and approved by the carrier as part of the application and underwriting process.

### **Am I covered under the Club Participant Accident policy when I'm water skiing for fun and not participating in a Club approved, sponsored, organized and/or supervised activity or event?**

No. The coverage only applies during Club approved, sponsored, organized and/or supervised activities and events.

### **Will the Club Participant Accident policy provide coverage if we are just skiing for fun with family and friends and are not taking part in a Club approved, sponsored, organized and/or supervised activity or event?**

No. The Club Participant Accident program only affords coverage in connection with Club approved, sponsored, organized and/or supervised activities and events.

### **Must all of participants be Club members for the Club Participant Accident insurance to be in effect during a Club approved, sponsored, organized and/or supervised activity or event?**

No. However, all participants must sign an appropriate waiver and release form prior to participation.

### **I was injured during a Club approved, sponsored, organized and/or supervised activity or event. Will the Club Participant Accident policy pay for all of my medical bills if I don't have any other insurance?**

The Club Participant Accident policy 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 Club Participant Accident policy pay for all of the bills my insurance does not?**

The Club Participant Accident carrier will determine the reasonable and customary charge for the covered medical expense. The Club Participant Accident carrier will then reduce that amount by either a) amounts already paid or payable by your other insurance plan; or b) the specified integrated deductible amount, whichever is greater. The Club Participant Accident carrier will then pay the resulting amount, but in no event will the Club Participant Accident carrier pay more than the specified benefit amount. While the Club 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 Club Participant Accident policy either.

### **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 Club 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).

## USA WATER SKI CLUB INSURANCE PROGRAM

### **COST STRUCTURE (includes both General Liability and Participant Accident policies):**

**Base premium** (for Clubs with 30 members or less): \$500.00  
**Base premium** (for Clubs with more than 30 members): \$225.50 plus \$9.15 per member

### **Equipment Charges (in addition to Base Premium):**

Club ownership/control of a dock/pier:	\$100.00	Rate per dock/pier
Club ownership/control of a slalom course:	\$100.00	Rate per slalom course
Club ownership/control of a swim platform:	\$250.00	Rate per swim platform
Club ownership/control of a ski jump:	\$750.00	Rate per ski jump

### **Pro-rata premium adjustment (only for clubs enrolling into the program for the first time):**

JAN 1 through MARCH 31 Enrollments:	100% of annual premium
APRIL 1 through JUNE 30 Enrollments:	75% of annual premium
JULY 1 through SEP 30 Enrollments:	50% of annual premium
OCT 1 through DEC 31 Enrollments:	25% of annual premium

*Notes: Base premiums, rates and flat premium charges shown above include commissions for placement of the coverage, fees for administration of the program, and applicable surplus lines taxes and fees. The program is subject to 25% minimum earned premium.*

### **APPLICATION FOR COVERAGE AND EFFECTIVE DATE OF COVERAGE:**

- Coverage is only available to USA Water Ski affiliated clubs in good standing.
- Clubs must complete and submit the required application to USA Water Ski with payment.
- The completed application form will not be processed until payment has been made in full.
- Coverage will not go into effect until after payment has been received in full and the Club's application has been approved in writing by the underwriters.
- Once approved by the underwriters, USA Water Ski will issue a certificate of insurance confirming coverage for your Club under the program.
- Coverage will be in effect through 12:01 AM on 1/1/2010.



## ESIX OVERVIEW



### Entertainment and Sports Insurance Experts (ESIX)

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**Entertainment and Sports Insurance Experts** 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, foundations, venues and associations.

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 AT&T National PGA Tournament and the Tour of Missouri) 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.*