

INSURANCE COVERAGE

At USA Wrestling, our top priorities are safety and security, that's why we make sure you're protected by insurance coverage considered to be among the most extensive in the sports industry! Please take a few minutes to familiarize yourself with the following highlights of our policies and coverage. As always, if you have any questions, please don't hesitate to contact USA Wrestling State Services at (719) 598-8181 or e-mail info@usawrestling.org.

TYPES OF COVERAGE

- Secondary Sports Accident Insurance: for injuries sustained while wrestling, coaching, or officiating
- General Liability Insurance: to protect all members and volunteers from liability claims (first dollar legal defense)

Please note that there is no Secondary Sports Accident or Liability coverage for wrestling activities held at a home or residential dwelling

SECONDARY SPORTS ACCIDENT INSURANCE:

- Coverage is secondary to primary medical insurance
- \$1,000,000 aggregate benefit, with the following limits:
 - Accidental Dental – \$100,000
 - Physical Therapy – \$100,000
 - Orthopedic Appliance – \$100,000
- Claims must be filed with primary medical carrier first (if applicable)
- You must follow “in-network” requirements of your primary insurer
- There is a \$500 deductible per injury
- Coinsurance rate is 80% – 20% on the first \$10,000 after the \$500 deductible
- Max out of pocket per injury is \$2,500 (\$500 deductible + \$2,000 coinsurance)

WHO IS COVERED?

- Wrestlers, Coaches, and Officials holding USA Wrestling Membership

WHEN DOES COVERAGE START?

- When you have completed and paid for your membership online; or
- When the state association or its director receives both membership information and fees

WHEN ARE MEMBERS COVERED FOR SECONDARY MEDICAL?

- At USA Wrestling chartered club practices
 - Practices must be organized and supervised by a member coach
 - All participating club members must be individual USA Wrestling members
- When participating in sanctioned USA Wrestling events and activities
- When traveling directly to or from USA Wrestling sanctioned events or chartered club practices
- While participating in non-sanctioned events
 - Events must be formally scheduled, supervised, and conducted by a recognized sports organization, association, civic group, or school and its rules must be in force

- Secondary Sports Accident coverage while at the above non-sanctioned events extends to:
 - Member athletes – while competing
 - Member coaches – while coaching
 - Member officials – while officiating

ARE THERE ANY DATES OR DEADLINES I NEED TO BE AWARE OF?

- The accident must occur while you are a member of USA Wrestling
- Care and treatment expenses must begin within 90 days of injury
- Claims should be submitted immediately, but they must be filed within one year of the accident to be eligible for coverage
- Coverage applies up to 730 days after the date of the accident

HOW DO YOU FILE A CLAIM?

- Obtain a Notice of Injury form online at www.USAWrestling.org/NOI.pdf; or by calling USA Wrestling at (719) 598-8181
- Fill out the form completely and include membership number and mail to:

USA Wrestling
ATTN: State Services
6155 Lehman Drive
Colorado Springs, CO 80918
Fax: (719) 598-9440

USA WRESTLING GENERAL LIABILITY COVERAGE

WHAT DOES GENERAL LIABILITY PROVIDE COVERAGE FOR?

- Bodily and personal injury (3rd party)
- Property damage (3rd party)
- Participant legal liability

WHAT ARE THE COMMERCIAL GENERAL LIABILITY POLICY LIMITS?

- \$5,000,000 per occurrence
- \$100,000 limit on damage to premises rented to you

WHO IS COVERED?

- Wrestlers holding USA Wrestling Athlete Membership
- Coaches holding USA Wrestling Coaches Membership
- Officials holding USA Wrestling Officials Membership
- USA Wrestling Chartered Clubs
- Event directors and volunteers at sanctioned events
- Additional insured entities that are specifically named
- State Associations

WHEN DOES GENERAL LIABILITY COVERAGE APPLY?

For individual members:

- When membership information is submitted and payment is received by USA Wrestling or your state association

For clubs and club volunteers

- When the club submits application and payment to USA Wrestling or your state organization
- All members of the club must also be members of USA Wrestling for coverage to apply

For event directors and event volunteers:

- When the event sanction application is submitted with payment and approved by the state association. Coverage applies for the duration of the event, to include set-up and tear-down. USA Wrestling membership must be a requirement for event participation for coverage to apply.

PARTICIPANT LIABILITY

- Provides coverage for claims against participants for acts that the insured is found legally liable
- This does not cover athletes for claims brought against them by another athlete

PROPERTY DAMAGE

- Provides liability coverage for loss or damage to the property of others
- Coverage is subject to a \$500 deductible
- Personal effects of individuals, including jewelry and cash are excluded
- Policy does not include full replacement – depreciated value is the basis for claim payment

Auto liability and collision coverage are not included in USA Wrestling's general liability policy. Please make sure all drivers are licensed and appropriately insured. We encourage you to visit with a local insurance agent to discuss coverage options, including a non-owned and hired auto policy for your club.

CERTIFICATES OF INSURANCE

With an approved event sanction or club charter, you will receive a Certificate of Insurance. This proves that your club has insurance and states coverage limits. Many facility owners/operators will ask for this proof as a condition of you using the facility. The owner/operator of a facility may also ask to be listed as a Certificate Holder on a Certificate of Insurance. This gives the owner/operator proof that you have insurance and states that they will be notified of any changes.

You can also submit application to name an Additional Insured. Additional insured entities are extended the same coverage as the event host or chartered club. Schools, school districts, and facility owners/operators often ask to be an additional insured. You can request an additional insured during the sanctioning process.

The key difference between a Certificate Holder and an Additional Insured is that the Additional Insured is extended liability coverage. A Certificate Holder is only provided proof that the event host or chartered club has liability insurance and the Certificate Holder will be notified of any changes in coverage.

CERTIFICATE OF INSURANCE & ADDITIONAL INSURED PROCESSING PROCEDURES

- Fill out an application for Sanction of Event or Club Charter [whichever is applicable]. This is proof that the event host, the club, its directors, and volunteers are provided liability insurance coverage for covered claims and related litigation within the conditions and limits of the policy procured by USA Wrestling. As part of the event sanctioning / club charting process, you will be asked to provide the name and address of the facility's owner/operator who should be listed as a Certificate Holder. The owner operator of the facility in which the event is hosted will automatically be listed as a Certificate Holder as part of the sanctioning/chartering process – there is no additional fee.

Insurance Information

- If the owner/operator of the facility requests that they, as a certificate holder, be added as an additional insured to the policy, the event director must make this request by submitting the appropriate form. This form may be found by going to: www.TheMat.com/forms/additionalinsured.pdf or by or by contacting USA Wrestling State Services at (719) 598-8181.
- Applications for club charters, sanctioned events, and adding an additional insured should be forwarded to your state chairperson or membership director.
- Please note that all certificates will be e-mailed to the event director / club organizer. If you have questions, please contact USA Wrestling State Services at (719) 598-8181.

GENERAL LIABILITY FREQUENTLY ASKED QUESTIONS

Does our general liability include coverage for abuse/molestation claims?

- Yes, member clubs should be familiar with and follow USA Wrestling's Policy on Abuse and Harassment.

Are coaches and officials required to have background checks?

- Yes, coaches and officials over 18 years old must pass a background check before becoming a member for the first time or renewing membership. See the USA Wrestling Background Screening Policy for details.

Does our general liability policy include coverage for personal or club property?

- No, our policy protects you and your club against claims arising from damage to others' property. If you need protection of personal or club assets, we encourage you to contact a local insurance agent.

Does our general liability policy cover claims against directors and officers of my club?

- No, but we recommend you contact your local insurance agent to secure directors and officers insurance for your club's board.

If I think a liability claim might occur, what should I do?

- Report facts and circumstances to USA Wrestling's Department of State Services as soon as practical.
- Do not make any statements relative to fault.
- Collect all relevant information, including witness statements, and forward to USA Wrestling.
- If you have been served with a lawsuit, submit the suit with any supporting documentation to USA Wrestling immediately.

If you have any questions concerning this insurance coverage, please contact USA Wrestling's Department of State Services at (719) 598-8181.

IMPORTANT NOTICE TO ALL READERS

This booklet has been prepared by USA Wrestling as a service to and for use by its members exclusively. Its purpose is to describe and explain, in a summary manner, certain insurance policies USA Wrestling maintains for its members. This booklet is intended for general informational purposes only and is not a contract. Only the insurance policies referred to herein can state the actual terms, coverage, amounts, conditions, and exclusions. Should there be discrepancies between any statement(s) made in this summary and the provisions of the insurance policies, the provisions of the insurance policies will prevail.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
WITH PARENTAL CONSENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in any event ("Activity") at any time during the current calendar year I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the sanctioning organization(s), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Activity is conducted, (each of the forgoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I ACKNOWLEDGE THAT I AM OVER THE AGE OF 18 YEARS, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____

PARTICIPANT'S SIGNATURE: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____ DATE: _____

Below section must be completed by Parent/Guardian for any participant under the age of 18.

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITY AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIMS AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____ I HAVE READ THIS RELEASE

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____ I HAVE READ THIS RELEASE

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____ DATE: _____

USA Wrestling Policy on Abuse and Harassment

(Revised: October 2005)

USA Wrestling (USAW) is committed to providing a safe environment for its members, participants, coaches, officials and volunteers and to prevent abusive conduct and harassment in any form while participating in the activities of USAW. USAW promotes good sportsmanship throughout the organization and encourages qualities of mutual respect, courtesy and tolerance in all members, participants, coaches, officials, staff and volunteers. USAW advocates building strong self-images among the youth participants. Athletes with a strong self-image may be less likely targets for abuse or harassment; similarly, they may be less likely to engage in abuse or to harass or bully others around them.

To this end, USAW has established the following guidelines of behavior and procedures for our staff, volunteers, coaches, officials and participants. All members of the organization, as well as parents, spectators and other invitees are expected to observe and adhere to these guidelines.

1. Abuse or harassment of any kind will not be tolerated within the organization. This means USAW does not accept physical, sexual, emotional or verbal abuse, harassment or similar misconduct from any person towards athletes, staff, coaches, officials, volunteers, parents, spectators or any other persons while they are participating in or preparing for events or activities conducted under the auspices of USAW.
2. Physical and sexual abuse, including, but not limited to, striking, hitting, kicking, biting or wanton gesturing, lewd remarks, indecent exposure, unwanted physical contact, any form of sexual contact or inappropriate touching are strictly prohibited within the organization and as a part of its events and activities. Physical abuse does not include physical contact that is reasonably designed to coach, teach or demonstrate a wrestling skill.
3. Emotional abuse or verbal abuse is also prohibited. This may include, but is not limited to: yelling, insulting, threatening, mocking, demeaning behavior or making abusive statements in regard to a person's race, gender, religion, nationality/ethnicity, sex or age. Emotional abuse does not include controlled and disciplined verbal communication that is generally accepted in sports as a reasonable method of coaching or teaching the sport.
4. To further protect USAW youth participants, as well as our coaches, officials and volunteers, we strongly advise that no adult person allow him/herself to be alone with a child or with any group of children in a private setting during or while they are participating in sponsored activities of USAW. In particular, in such circumstances, we recommend that coaches or other adult members of the organization:
 - ❖ Do not drive alone with a child participant in the car
 - ❖ Do not take a child alone to the locker room, bathrooms, or any other private room
 - ❖ Provide one-on-one training or individual coaching with the assistance of another adult or athlete
 - ❖ Have private conversations with youth participants within view of others instead of a private office
 - ❖ Do not socialize individually with the participants outside of sponsored activities.

5. When staying overnight with youth participants, children should be paired up with other children of the same gender and similar age group, with chaperones in separate but nearby rooms.
6. USAW encourages parents to become as active as possible in sponsored activities, practices and other events. The more the parents are involved, the less likely it is for abusive situations to develop.
7. USAW will timely respond to any and all allegations of abuse or harassment in matters that are within the purview and jurisdiction of USAW. USAW expects that allegations of abuse or harassment that are properly within the purview and jurisdiction of officials or persons at other levels or of other organizations will be timely responded to and dealt as appropriate. When necessary and appropriate, this information should be communicated to the appropriate authorities for investigation and should be reviewed by appropriate officials, with timely notification to the alleged offender of such allegations.
8. Any person accused of sexual or physical abuse or harassment may be asked to resign voluntarily or may be suspended until the matter is investigated and resolved. Regardless of criminal or civil guilt in the alleged abuse, the continued presence of the person could be detrimental to the reputation of the organization and could be harmful to the participants. A person who is accused but later cleared of the charges, may apply to have a suspension lifted or, if applicable, to be reinstated within the organization. Reinstatement is not a right, and no assurance is made that the person will be reinstated to his/her former position.
9. Any person who violates this Policy, who fails to appropriately report matters covered by this Policy, who makes a false report with respect to matters covered by this Policy or who threatens retaliation or reprisal against an individual for reporting a matter under this Policy will be subject to discipline or other action as may be within the purview and jurisdiction of USAW, including but not limited to suspension or termination of membership in USAW or of any other position in which the person serves in USAW.

Harassment and abuse are defined in various sources such as state law, case law, sports organization and professional association codes of conduct and training manuals, corporate and business workplace documents and human rights commission materials. USAW has not adopted any specific definition of harassment or abuse, choosing instead to defer to such general sources and definitions for reference and application, depending on the circumstances. As further elaboration of examples given above, the following generally describe conduct that may be considered harassment or abuse:

- ❖ Any improper or inappropriate comment, action or gesture directed toward a person or group that is related to race, ethnicity, national origin, religion, age, gender, sexual orientation, disability or other personal characteristic.
- ❖ Creating an environment through behavior or course of conduct that is insulting, intimidating, humiliating, demeaning or offensive.
- ❖ Harassment usually occurs when one person engages in abusive behavior or asserts unwarranted power or authority over another, whether intended or not, and may include, for example, name-calling, threats, belittling, unwelcome advances and requests for sexual favors (as well as undue pressure to perform or succeed)
- ❖ Harassment includes child abuse.
- ❖ Child abuse can include physical contact – or the threat of it – that intentionally causes bodily harm or injury to a child. This may include, for example, hitting, shaking, kicking, shoving, or forcing an athlete to wrestle when injured or mandating excessive exercise as a form of punishment. It may also include touching for the purpose of causing sexual arousal or gratification that involves a child, rape, incest, fondling, exhibitionism and sexual exploitation. It may also include chronic attacks on a child's self-esteem, such as psychologically destructive behavior consisting of ridiculing, screaming, swearing, racist comments, threatening, stalking, hazing and isolating.