



Risk Management Manual

US Lacrosse®

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TABLE OF CONTENTS

PHILOSOPHY AND OBJECTIVES

Overview: Function and Purpose of Risk Management	3
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US LACROSSE STANDARDS OF CARE

US Lacrosse Risk Management Structure and Governance	4
Basic Insurance Operations for NGBs and Chapters	5
Summary of US Lacrosse Insurance Program	5
<i>Who is Covered?</i>	
<i>What Activities are Covered?</i>	
<i>Base Accident Coverage</i>	
<i>Catastrophic Accident Coverage</i>	
<i>General Liability Coverage</i>	
<i>Excess Liability Coverage</i>	
Insuring Athletes	10
Protecting Volunteers	11
League Play/Events Risk Management	12
<i>Sports Safety Training</i>	
<i>Waiver and Release Agreements</i>	
<i>Facility and Venue</i>	
<i>Contracts and Related Parties</i>	
<i>Vendor Certificates of Insurance</i>	
<i>Contractor Requirements</i>	
<i>Recommended Insurance Policies</i>	
Protecting Against Physical/Sexual/Harassment Abuse	16

CLAIMS

Claim Reporting Guidelines	18
General Reporting Requirements by Type of Claim	19

INSURANCE PROGRAM MANAGER

Program Manager's Role and Responsibilities	20
<i>Contact List</i>	

APPENDICES

A. Glossary of Insurance and Risk Management Terms	21
B. Medical Planning Guidelines	24
C. Facility Evacuation – Special Circumstances	27
D. Facility / Field Inspection	29
E. Emergency Procedures – Medical / Facility	32
F. Emergency Plan	36
G. Incident Report	39
H. US Lacrosse Waivers	41
I. Lightning Policy	47
J. US Lacrosse Code of Conduct	49
K. Sample Auto/Golf Cart Policy	50

PHILOSOPHY & OBJECTIVES

Function & Purpose of Risk Management

The risk environment, in which National Governing Bodies of Sports operate, particularly those closely associated with youth participants, is subject to rapid change. The wrong decision today may lead to considerable damages tomorrow. US Lacrosse has prepared this Risk Management Manual to provide guidelines to all of its constituents in order to further support the systematic and long ranging work of US Lacrosse in advancing the game of Lacrosse throughout the United States and worldwide. This manual focuses on procedures and practices which, when followed prudently, should assist constituents in helping US Lacrosse create a detailed program that outlines safety guidelines. Through a systematic investment of time, energy and funds, where appropriate, US Lacrosse hopes to raise the awareness of the risk environment in which we operate. US Lacrosse has also established a code of conduct to promote appropriate values in all aspects of participation in the sport of lacrosse (Appendix J).

What Is Risk Management

Risk Management is a systematic way of protecting assets, income and individuals from unexpected damages or injuries so that the mission of the organization is carried out without interruption. Risk Management, carried out properly, creates stability, safety and the proper mechanisms to respond when things go wrong, as they sometimes will.

Goals

The goals for US Lacrosse's Risk Management Program are:

- ∞ Increased risk awareness among all US Lacrosse constituents and members promoting safety first at every opportunity
- ∞ Increased protection regarding the US Lacrosse's resources and sources of income
- ∞ Increased awareness of catastrophes
- ∞ Development of long term systematic feedback and response mechanisms
- ∞ Creation of stable risk environment allowing for the foundation of properly designed insurance coverages

Operation

US Lacrosse will achieve its risk management objectives through the systematic identification, assessment and priority of risks inherent in the sport and the operation of US Lacrosse and its local chapters. The goals of this program and this manual are to provide guidance on matters of education in areas of prevention, response, elimination and avoidance of risk.

Responsibility and Resources

It is the obligation of the local chapters of US Lacrosse and those associated or affiliated with these chapters, whether they be volunteers or contracted entities providing services to the chapters or other constituents, to see that the function of risk management is carried out in a manner consistent with the procedures outlined in this manual.

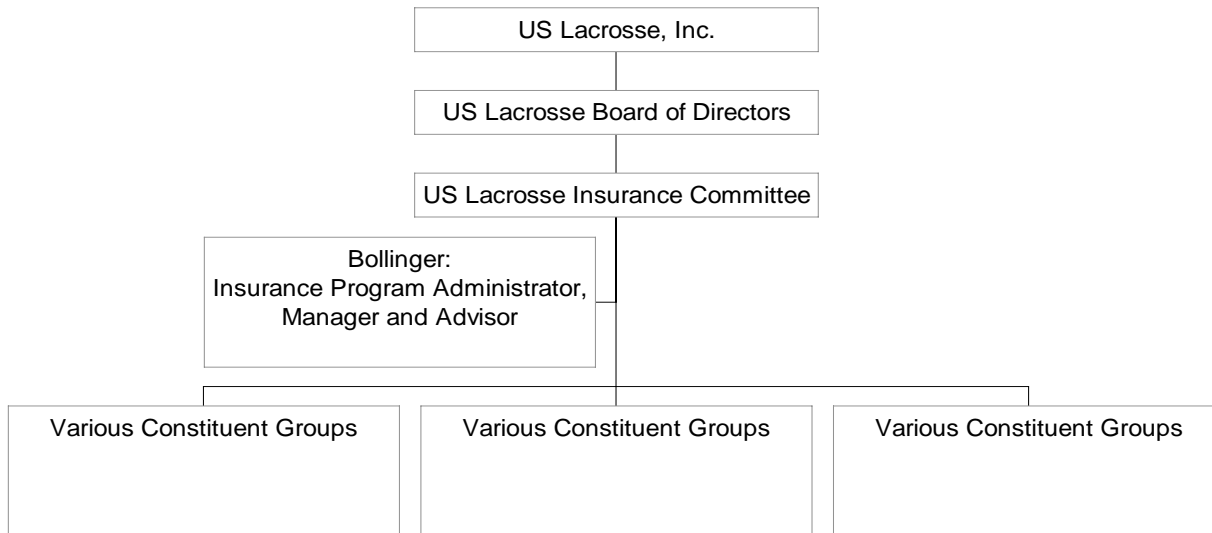
Within US Lacrosse, expertise is available in areas connected with risk management. These resources, outlined further in the manual under the "Contacts" section, are available to respond to local chapters in the event that there are specific areas that need to be addressed. Local chapters may seek additional expertise; however, it is strongly recommended that those resources become familiar with the risk management program established by US Lacrosse and be urged to contact US Lacrosse's advisors before departing from the guidelines of this manual.

Monitoring and Follow Up

It is of the utmost importance that the outcome of risk management activities is followed up in such a manner that it is possible to measure input, as well as results. US Lacrosse is dedicated to providing ongoing education to all of its constituents through various forms of educational programs and articles. Constant feedback from the local chapters is an integral part of providing long-term systematic stability to the organization and the risk management program. Carried out properly, the risk management program should fulfill its obligation in support of the overall objectives of US Lacrosse.

US LACROSE STANDARDS OF CARE

US Lacrosse Risk Management Structure and Governance



US Lacrosse is the national governing body of men's and women's lacrosse. US Lacrosse policy is determined by a national board of directors, the officers of which form an Executive Committee that meets monthly to monitor the progress of the corporation. Men's and women's divisions under the board address the issues specific to the play of each version of the game; councils within and/or between each division represent each constituency in the game; committees throughout the organization focus on specific areas of operation.

US Lacrosse receives strategic policy and advisory direction from its Board of Directors and Executive Committee. Members of the Board of Directors come from a variety of constituent representations and serve the game of lacrosse in a volunteer capacity. Board members can serve up to two consecutive two year terms and contribute on a frequent basis covering many aspects of the organization.

The US Lacrosse Insurance Committee is an advisory committee of the US Lacrosse Board of Directors that provides guidance, knowledge and support to US Lacrosse. Volunteer committee members come from a variety of insurance industry related organizations. In addition to furthering the mission of US Lacrosse, members of the committee focus on providing advice and counsel to the organizations insurance and risk management program by recommending products, advisors, managers, and safety standards, where appropriate.

The US Lacrosse Insurance Program serves at the discretion of the Insurance Committee and acts as the administrator, advisor and manager of the organization's insurance program, as well as an integrated risk management consultant to further the objectives of US Lacrosse. The Program Manager is available to all constituents of US Lacrosse for contact in the event that guidance is needed.

US Lacrosse has outlined over the next few sections its "Standards of Care" in the operation and procedures of its constituents in the risk management function. Critical to the success of US Lacrosse's risk management program is strict adherence by constituents to the systematic approach developed in this manual to prevent risk and, ultimately, the steps to follow to mitigate further exposure should incidents occur.

The first standard that should be in place for any organization is the safety of its constituents. Risk is defined as the probability of harm or loss; the perception of harm, or loss; and the amount of potential loss. ***For other important definitions, please see the Appendices beginning with A, Risk Management Glossary of Terms.***

The following information is presented as an overview of some of the more prominent risk management issues inherent in lacrosse. US Lacrosse would like to thank the United State Olympic Committee from which this source material for this section was obtained with permission.

Basic Exposures & Insurance Options for NGB's and Chapters

While US Lacrosse member players, coaches and officials benefit from insurance coverage including general liability, participant legal liability, excess accident and catastrophic medical insurance, a number of other exposures are worthy of consideration by US Lacrosse Chapters. The US Lacrosse Insurance Program is supervised by the US Lacrosse Insurance/Risk Management Committee and managed by Bollinger and Associates of Short Hills, NJ. Bollinger is a leader in providing advice and services to National Governing Bodies of sports organizations. They are available to answer your questions regarding the US Lacrosse insurance program, risk management and/or any other lacrosse exposure. Bollinger may be reached at 800-350-8005 (phone), 973-921-2876 (fax), or by writing to Bollinger, PO Box 390, Short Hills, NJ 07078-0390.

The following is a list of insurance options that should be reviewed regularly by US Lacrosse Chapters:

- ∞ General Liability
- ∞ Directors & Officers Liability
- ∞ Sports Participant Accident
 - 1. Basic
 - 2. Catastrophic
- ∞ Excess Liability
- ∞ Crime & Fidelity
- ∞ Auto
- ∞ Property
- ∞ Workers Compensation
- ∞ Travel Accident
- ∞ Professional Liability
 - 1. Media
 - 2. Cyberspace
- ∞ Foreign Medical Assistance
- ∞ Event Cancellation
- ∞ Fiduciary Coverage
- ∞ Event Coverage

Summary of the US Lacrosse Insurance Program

Today's Lacrosse teams and leagues need the protection of a comprehensive program of insurance. US Lacrosse and Bollinger have developed a comprehensive insurance program for registered members of US Lacrosse. Four policies are in place to protect US Lacrosse and its members: General Liability, Excess Liability, Base Accident Medical and Catastrophic Accident Medical Insurance. D&O insurance is mandated for purchase by all affiliated Chapters, and includes an option to purchase D&O insurance for affiliated leagues and organizations.

This summary is a brief description only of the coverages, conditions and exclusions of the policy, and in no way effects or alters the scope of coverage provided. For greater detail of terms and limitations, contact Bollinger Insurance or refer to the insurance policy, which is available for review at the US Lacrosse Headquarters.

Who is Covered?

The following are covered as named insureds under the Liability policies: US Lacrosse and its member teams and leagues; all currently registered players, coaches, officials, managers; as well as team or league sponsors, directors, officers and volunteers of member teams and leagues*. The Base Accident and Catastrophic Accident policies cover all currently registered players, coaches, managers, officials and other members affiliated with the Association.

*Member teams and leagues are defined as teams and/or leagues with 100% membership.

In addition, coverage may be extended to any non-member participants of US Lacrosse camps, clinics and tournaments, provided the appropriate premium is paid. For newly formed teams and leagues, non-member coverage may also be purchased for players at the High School, Post-Collegiate and Adult Women's levels. (Note: the non-member coverage option is not available for coaches, officials or for Youth players.)

What Activities Are Covered?

The accident and liability policies provide coverage to insured persons while participating in the following covered activities:

1) Scheduled games, team practice sessions, camps, clinics, tournaments or sponsored activities, provided they are under the direct supervision of a team official.

2) Group Travel as a Team directly to or from such scheduled practices, games or sponsored activities is covered under the accident policy. The liability policy provides non-ownership liability only while an automobile is being used in the official business of US Lacrosse.

No liability coverage is provided to parents, coaches or volunteers while using any automobile to transport team members or volunteers to any practice, game or activity.

3) Other sponsored and supervised activities are covered, such as team or league meetings, banquets and usual, non-hazardous fundraisers are also covered by both the accident and liability policies. Examples of non-hazardous fundraisers are bake sales, car washes and other similar events. No coverage is provided for any event that includes fireworks.

Base Accident Insurance Plan Description

The Accident Medical Insurance Plan pays the reasonable and customary charges for a covered injury to an insured if that injury requires treatment by a legally qualified physician, dentist or graduate nurse; confinement in a hospital; ambulance service from the site of the injury to the initial treatment facility; and services and supplies ordered by a physician. The first expense must be incurred within 90 days of the date of injury; and any further expense must be incurred within two years of the date of injury.

∞ Base Accident Policy Limits of coverage:

Medical Expense Limit	\$25,000
Dental Expense Limit	\$10,000
Accidental Death Benefit	\$10,000
Accidental Dismemberment Benefit	\$10,000
Deductible for Adult Men Participants	\$2,500 per claim
Deductible for all Others under the policy	\$250 per claim
Full Excess Coverage	
Policy Benefit Period	2 Years from date of injury
Income Continuation (for Officials only)	Up to \$200 per week (see below)

Full Excess means that the policy will pay for covered expenses as a result of an accidental injury, which are not recoverable from any other insurance policy or any other health care or employee benefit plan. If there is no other insurance available to the participant, the accident policy will pay benefits on a primary basis.

The deductible per claim is a "corridor deductible", meaning that the deductible is payable by the claimant regardless of any payments made by other insurances.

Officials' Income Continuation Benefit: All Officials are covered under the Accident Plan as outlined above. In addition, the Officials are covered by an Income Continuation Benefit, which will reimburse them for lost officiating fees if they are prevented from officiating at their regularly scheduled games due to an injury incurred while officiating during a covered lacrosse activity.

Income Continuation Benefit:	Up to \$200 per week of disability
Waiting Period (Deductible):	7 days
Benefit Period:	26 Weeks
Maximum Benefit	\$7,500 per policy term

∞ Accident Policy Exclusions

This policy does not cover any loss, fatal or non-fatal, incurred or resulting from the following:

- 1) Suicide or self-destruction or any attempt thereof;
- 2) Infections, except pyogenic infections caused wholly by a covered injury;
- 3) War or any act of war, or accident while the insured person is in the military, naval or air service of any country;
- 4) Accident incurred while the insured person is operating, or learning to operate, or performing duties as a member of a crew of any aircraft;
- 5) Dental treatment, except as a result of injury to sound, natural teeth;
- 6) Replacement of eyeglasses or eye examinations for the correction of vision or fitting of glasses unless the injury causes impairment of sight;
- 7) Injury for which the insured person is entitled to benefits under any Worker's Compensation Act or Law or any similar legislation;
- 8) Hernia of any kind;
- 9) The insured's being intoxicated or under the influence of any narcotic unless administered by a physician.

∞ Base Accident Plan Underwriting Company

The Accident Insurance Program is underwritten by AIG Life Insurance Company of Wilmington, DE. AIG Life is a member company of the American International Group (AIG), and is rated "A++" by A.M. Best's rating company.

Catastrophic Accident Insurance Plan Description

Policy Limits:

Accident Medical Expense Limit	\$1,000,000
Benefit period	10 year Benefit Period
Deductible	\$25,000
Deductible Incurral period	2 years
Catastrophic Cash Benefit	\$250,000
Accidental Death	\$10,000
Accidental Dismemberment	\$10,000
Medical Evacuation	\$10,000
Repatriation of Remains	\$10,000
Travel Assistance Services	See below

∞ Accident Medical Expense Benefit

Once the injured person's claim exceeds the deductible of \$25,000 (within the 2 year incurral period), the claim will be eligible for coverage under this Catastrophic Accident policy. The Accident Medical Expense Benefit provides up to \$1,000,000 to cover medical or dental expenses resulting from a covered injury. Claims will be paid on a usual and customary basis relative to the geographic area where treatment was rendered. Any subsequent medical or dental expenses resulting from that injury, such as additional surgeries or rehabilitation, would be covered for a period of ten years from date of injury. In the event of a serious injury, this is meaningful since in a catastrophic situation, there may be medical or dental expenses that spread out over a period of many years.

Catastrophic Cash Benefit: If a covered injury to a member of US Lacrosse results in Paralysis or Coma within 180 days within the date of injury, the policy will pay a lump sum cash benefit to the injured participant, subject to the following conditions.

- 1) The paralysis or coma must last 12 consecutive months (the waiting period).
- 2) After the waiting period, a physician must determine that the condition is irreversible and must result in permanent disability.
- 3) The benefit is payable according to the schedule below.

For Coma --- \$250,000 (100%)

For Paralysis of 2 or more limbs (upper and/or lower) --- \$250,000 (100%)

For Paralysis of one limb (upper or lower) --- \$125,000 (50%)

For Paralysis of one or more other parts of the body --- See Note below

NOTE: If the insured's paralysis is a part of the body other than a limb, the percentage of the cash benefit used to determine the amount of the benefit will be adjusted in proportion to the extent of the paralysis. The final determination of comparable extent of the disability will be made through the use of the most current edition of the "Guide to the Evaluation of Permanent Impairment," published by the American Medical Association.

∞ Accidental Death Benefit

If injury to the insured person results in his or her death within 90 days of the date of the covered accident, then the company will pay the Accidental Death Benefit of \$10,000.

If payment has been made prior to the payment of this benefit, under any other section of this policy, the company will then pay the accidental death benefit less any amounts paid under any other benefit section of this policy.

∞ Accidental Dismemberment Benefit

The Accidental Dismemberment Benefit is payable as a percentage of the Principal Sum of \$10,000:

Loss of:

Two Hands, Two Feet, or Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%
One Hand or One Foot or Sight of One Eye	50%
Thumb and Index Finger	25%

If more than one of such specified losses should result from the same accident, only one amount, the largest, shall be paid.

∞ Emergency Evacuation and Repatriation of Remains Benefits

This policy provides coverage for Emergency Medical Evacuation and Repatriation of Remains. Both benefits have a limit of \$10,000.

The Emergency Evacuation coverage will pay up to \$10,000 if an injury or sickness occurs during the course of a sponsored trip, which necessitates an emergency evacuation. The evacuation must be ordered by a physician who certifies that the severity of the injury or sickness warrants the emergency evacuation.

Emergency evacuation means:

- 1) The insured's medical condition warrants immediate transportation from the place where the insured is injured or sick to the nearest hospital where appropriate medical treatment can be obtained.
- 2) After being treated at a local hospital, the insured's medical condition warrants transportation to the place where he or she resides (provided such residence is in the US or Canada) to obtain further medical treatment or to recover.
- 3) Both a) and b) above.
- 4) Covered expenses under this benefit are expenses, up to the maximum, for transportation, medical services and medical supplies necessarily incurred in connection with the emergency evacuation.

Repatriation of Remains coverage will pay up to \$10,000 for reasonable covered expenses incurred to return an insured person's body home (to the US or Canada) if he or she dies.

∞ Covered expenses include:

- 1) Expenses for embalming, cremation, coffin and transportation.
- 2) Insurance applies only to expenses which are incurred by an insured while outside a 100-mile radius from his/her home or regular place of employment and which are coordinated through AIG International Assistance Services (AIAS).

∞ Travel Assistance Services

AIG's International Assistance Services, Inc. (AIAS) is a special benefit provided to US Lacrosse under this policy. These services are available to US Lacrosse members while traveling to, from or during sponsored US Lacrosse events. To be eligible for these services, travel must be outside a 100-mile radius away from the eligible person's home or regular place of employment or assignment. Coverage territory is worldwide.

Services Provided: Pre-Departure Services; Emergency Message Center; Medical Assistance; Medical Evacuation; Insurance Coordination; Emergency Cash; Travel Agency; Repatriation of remains; Legal Assistance; Lost Luggage/Lost Passport; General Assistance, such as advice regarding utilizing the services available in consulates, government agencies, translators and other service providers who assist with travel-related problems.

∞ Catastrophic Accident Policy Exclusions

This policy does not cover any loss, fatal or non-fatal, incurred or resulting from the following:

- 1) Suicide or self-destruction or any attempt thereat;
- 2) Infections, except pyogenic infections caused wholly by a covered injury;
- 3) War or any act of war, or accident while the insured person is in the military, naval or air service of any country;
- 4) Accident incurred while the insured person is operating, or learning to operate, or performing duties as a member of a crew of any aircraft;
- 5) Dental treatment, except as a result of injury to sound, natural teeth;
- 6) Replacement of eyeglasses or eye examinations for the correction of vision or fitting of glasses unless the injury causes impairment of sight;
- 7) Injury for which the insured person is entitled to benefits under any Worker's Compensation Act or Law or any similar legislation;
- 8) Hernia of any kind;
- 9) The insured's being intoxicated or under the influence of any narcotic unless administered by a physician.

∞ Catastrophic Accident Underwriting Company

The Accident Insurance Program is underwritten by AIG Life Insurance Company of Wilmington, DE. AIG Life is a member company of the American International Group (AIG), and is rated "A++" by A.M. Best's rating company.

General Liability Policy Coverage Description

Coverage is provided for:

- ∞ Participant injury
- ∞ Spectator injury
- ∞ Volunteer injury
- ∞ Property damage liability
- ∞ Activities necessary and incidental to the conduct of games or practices
- ∞ Sponsored functions like meetings, banquets and fundraisers
- ∞ Advertising and Personal Injury liability
- ∞ Products and Completed Operations liability, as respects the functions incidental to a lacrosse team or league
- ∞ Claims arising out of alleged or actual sexual abuse or molestation
- ∞ Hired/Non-owned Auto/Golf Cart Liability for official business of the insured – refer to Appendix "K"

∞ Worldwide coverage is provided for sanctioned events, provided that suits are brought in a US court of law
 Policy Limits:

General Aggregate Limit per Location:	\$5,000,000
Products & Completed Operations Aggregate:	\$2,000,000
Personal Injury/Advertising Injury Limit:	\$1,000,000
Per Occurrence Limit:	\$1,000,000
Sexual Abuse & Molestation Limit per occurrence:	\$1,000,000
Sexual Abuse & Molestation aggregate:	\$2,000,000
Hired/Non-owned Auto (Official use only):	\$1,000,000
Fire Legal Liability Limit:	\$100,000
Medical Payments (to non-participants):	\$5,000
Deductible:	\$0

∞ Notable Liability Policy Exclusions

In addition to the standard exclusions found under the Commercial General Liability policy (such as Pollution, Asbestos, Nuclear Energy), this policy excludes coverage for Alcohol related claims, and, with regard to Indoor Lacrosse, the policy excludes Participant Liability coverage for any claims against leagues who permit boarding, checking or contact against the dashboards.

∞ General Liability Underwriting Company

The Liability Policy is underwritten by Markel Insurance Company, Glen Allen, VA. Markel is rated "A" by A.M. Best's rating service.

Excess Liability Coverage Description

Policy Limits:

General Aggregate Limit per Location:	\$1,000,000
Products & Completed Operations Aggregate:	\$1,000,000
Personal Injury/Advertising Injury Limit:	\$1,000,000
Per Occurrence Limit:	\$1,000,000
Sexual Abuse & Molestation Limit per occurrence:	\$1,000,000
Hired/Non-owned Auto (Official use only):	\$1,000,000
Self Insured Retention (Deductible):	\$10,000

∞ Excess Liability Underwriting Company

The Excess Liability Policy is underwritten by Markel Insurance Company, Glen Allen, VA. Markel is rated "A" by A.M. Best's rating service.

Insuring Athletes

The need for proper insurance for all lacrosse events is critical, yet it is often overlooked. US Lacrosse membership provides general liability, participant legal liability, excess medical and catastrophic medical coverage. **Chapters should ensure that all event participants are US Lacrosse members so that all participants are properly insured.** However, every US Lacrosse chapter should regularly review its insurance needs in addition to those provided to US Lacrosse-member players, coaches and officials. Chapters, and the athletes, coaches and players participating in chapter events, must:

- ∞ Understand the insurance benefits in place
- ∞ Understand the administration of those benefits

- ∞ Communicate insurance benefits and administration requirements to participating athletes, coaches and officials, as well as medical staff

For all questions relating to US Lacrosse member insurance coverage, and for guidance on the need for additional insurance, contact the program administrator for the US Lacrosse membership insurance program, Bollinger and Associates. Bollinger can be reached at 800-350-8005 (phone), 973-921-2876 (fax), or by writing to Bollinger, PO Box 390, Short Hills, NJ 07078-0390.

Protecting Volunteers

The members of a chapter board of directors have a number of legal duties. They must exercise diligence, loyalty to the interests of the organization, and obedience in accordance with the mission and bylaws of US Lacrosse and the chapter.

- Requirements of Chapter Board Members
 - ∞ Preparation
 - ∞ Active participation
 - ∞ Decision making without undue haste or pressure
 - ∞ Keep written records of preparation and deliberation (minutes)
 - ∞ Secure expert analysis and independent evaluation as needed
 - ∞ Review legal documents
 - ∞ Recommend that all youth team volunteers are subject to background checks.

All states now have some form of Charitable or Volunteer Immunity that provides limited immunity for volunteers, directors and officers of non-profit organizations. However, frequent exceptions to this limited immunity include gross negligence and willful misconduct.

The Volunteer Protection Act of 1997, passed on a federal basis, provides that no volunteer (defined as an individual who does not receive compensation – other than reasonable reimbursement – or any other thing of value in lieu of compensation in excess of \$500 in any one year) of a 501(c) 3 nonprofit shall be liable for harm if they are:

- ∞ acting within the scope of US Lacrosse activities
- ∞ properly licensed or certified, if required
- ∞ not covered under specific exceptions
- ∞ not involved with an auto, vessel or aircraft where either a license or insurance is required

However, there are a number of exceptions to the Volunteer Protection Act of 1997, including:

- ∞ willful or criminal misconduct
- ∞ gross negligence
- ∞ reckless misconduct
- ∞ conscious, flagrant indifference to the rights or safety of the individual harmed

Although diminished somewhat by the Volunteer Protection Act of 1997, the risk of personal liability to volunteers is still present and requires appropriate insurance coverage. Insurance coverage should be in place for:

- ∞ US Lacrosse and the US Lacrosse Chapter
- ∞ Past, present and future chapter board members
- ∞ Past, present and future chapter committee members
- ∞ Past, present and future chapter volunteers
- ∞ Past, present and future chapter employees

All chapters **MUST** secure Directors and Officers Liability Insurance Coverage offered at an additional cost through the US Lacrosse insurance administrator. This coverage protects against wrongful acts, which are usually defined as, “any actual or alleged negligent act, error or omission, misstatement, misleading statement, or breach of duty by an Insured in the performance of duties on behalf of the Insured.” In addition to securing Directors and Officers Liability Insurance, US Lacrosse Chapters should also:

- ∞ Be prepared
- ∞ Record and easily access minutes and other documentation of all meetings
- ∞ Adhere to Chapter bylaws
- ∞ Conduct all actions in accordance with adopted policy

- ∞ Periodically conduct a review of procedures using experts not on the Chapter Board
- ∞ Recommend background checks on volunteers working with youth participants

League Play/Events Risk Management

Preseason Planning and Sports Safety Training

Understand and identify the significant areas of risk involved with lacrosse. Conduct a preseason orientation for parents, players, coaches and officials that includes information on risk and their involvement in sports safety issues. All lacrosse programs and coaches have a number of legal duties inherent in their operations, whether they realize it or not.

- ∞ Must provide supervision
- ∞ Must plan properly and review plan regularly
- ∞ Must provide a safe physical environment (fields should be checked for hazards)
- ∞ Must provide proper equipment or assure that proper equipment is worn, maintained and properly sized
- ∞ Must warn players and parents of inherent risks of lacrosse
- ∞ Must provide proper First Aid & Emergency Medical procedures (all coaches should be provided with emergency medical training; First Aid kits should be available at all practices and games; a procedure to monitor the physical condition of athletes during practice sessions should be developed; appropriate medical care should be arranged for all practices and games)
- ∞ Must provide proper instruction
- ∞ Must know athletes' skill levels (athletes should be matched by size and skill level)
- ∞ Must maintain current competencies: know the rules and proper teaching techniques
- ∞ Must keep records (waivers, injury reports, emergency medical information on participants, etc.)
- ∞ Must review the policies in the US Lacrosse Sexual Harassment and Abuse Guide
- ∞ Must know that volunteers are free of any willful or criminal acts.

US Lacrosse strongly recommends that all lacrosse coaches obtain a Sports Safety Training certification through the American Red Cross or other safety accredited organizations. The components of the training program should include First Aid, CPR, training in the use of AED's and injury prevention. Programs are encouraged to contact their local American Red Cross office. At certain events, certified athletic trainers may be necessary to ensure proper on-site medical attention (**see Appendix B Event Medical Guidelines Example**).

Waiver and Release Agreements (See Appendix H for US Lacrosse Waiver Forms)

All participants in any chapter athletic event or practice should be required to sign a Waiver & Release Agreement. In spite of the widespread belief that waivers are worthless, or will not stand up in court, 45 states permit the use of a well-written waiver as a bar to liability from negligence. Nevertheless, these agreements are often challenged in court or rendered ineffective, either because of deficiencies in the agreement, or the circumstances under which the agreement was signed. US Lacrosse members sign a waiver when submitting membership dues.

The following checklist, which includes things to look for in a waiver agreement and some suggestions regarding waiver use, is divided into three sections. The first section concentrates on the requirements that must be met in order for the agreement to be considered a valid instrument. The second section contains the format and the exculpatory language of the waiver. The final section includes items that are sometimes included, but are not always required to make an effective waiver. The last four items are used to establish the assumption of risk defense, used when the injury is not a result of negligence.

- ∞ Is the wording of the waiver such that it is clear and easily understandable by the patrons signing it? It is important that the waiver clearly state that the signer is "*releasing US Lacrosse, the host organization, and sponsors of any US Lacrosse sanctioned or recognized event, along with event coaches, officials, volunteers, employees, agents, officers and directors of US Lacrosse affiliated organizations*" from responsibility of injury to the signer caused by ordinary negligence on the part of US Lacrosse, etc. The waiver should include language such as, "*I hereby agree on behalf of myself, my heirs and personal representatives, that US Lacrosse, the host organization, and sponsors of any US Lacrosse event, along with the coaches, officials, volunteers, employees, agents, officers and directors of these organizations, shall not be liable for any injury, loss of life or other loss or damage occurring as a result of my participation in the event.*" The language must be simple, straight forward and unambiguous.

- ∞ Is consideration outlined in the contract? To have a valid agreement there must be consideration exchanged. For example, a phrase such as *"In consideration of my participation, I agree to"* indicates that the signer is receiving consideration in exchange for relinquishing the right to file suit.
- ∞ If the signer of the waiver is a minor, does the waiver include a space for a parent's signature? While a few states support the use of waivers when signed by a parent, the use of an *"Agreement to Participate,"* might offer more protection. An Agreement to Participate describes the activity, the conditions for participation and an assertion that the minor wants to participate.
- ∞ Does the waiver specify parties other than the signer who are relinquishing claims by virtue of the waiver? Additional protection may be gained if, for example, the party waiving does so on behalf of self, spouse, heirs, estates and assigns. However, state laws vary and this phrase will not be effective in all states.
- ∞ Is the waiver specific as to who is protected by the waiver? All classes of persons or entities who are to be protected should be listed in the waiver.
- ∞ Does the language broaden the interpretation of what was meant by the waiver? Make sure that the language is not restrictive in nature and that it can be broadly interpreted when the court is determining what was meant in the agreement. For example, use phrases like *"in all phases of activity,"* or *"while on the premises,"* or *"as a result of engaging in or receiving instruction in."*
- ∞ Is the Agreement free of any untrue or fraudulent statements? Any untrue statement will invalidate the agreement.
- ∞ Is the title of the waiver descriptive? Use terms like *"Waiver," "Release of Liability,"* etc. Do not confuse the waiver with items like rosters, sign-up sheets, etc.
- ∞ Is the print size large enough to be read? States do not dictate the size of the print, but make sure that the print is large enough so that it can't be viewed as unreasonable.
- ∞ Is the exculpatory language conspicuous in the agreement? Bring feature and prominence to the release language in the waiver.
- ∞ Is the signature near the exculpatory language? Make it clear to the signer what they have agreed to relinquish and be certain that their acknowledgement is directly reflected.
- ∞ Is there a statement by which the signer affirms having read the agreement? Near the space for the signature, be certain there is a statement that says, *"I have read and understand this waiver."*
- ∞ Does the agreement refer specifically to the ordinary negligence of US Lacrosse, the host organization and sponsors of any US Lacrosse sanctioned or recognized event, along with the coaches, officials, staff, volunteers, etc.? Certain states require the use of the word *"negligence,"* however; it is helpful to use the word in all states as it attempts to clarify the agreement.
- ∞ Does the agreement include specific mention of any risks that are unique to the host organization and sponsors of any US Lacrosse sanctioned or recognized event, along with the coaches, officials, staff, volunteers, etc.? Sometimes this might be prudent in the event of any on-field emergency where medical personnel are not available.
- ∞ Does the agreement specify the duration of the waiver? Usually these contracts stay in-force until one party terminates the agreement. Be sure to use language like *"for injuries now and in the future,"* or *"forever release and discharge."*
- ∞ Does the agreement contain a severability clause? Essentially this type of language simply states that if any one particular section of the agreement is held to be void, it will have no effect on the validity of the remainder of the agreement.
- ∞ Does the waiver include a statement of disclaimer by the host organization and sponsors of any US Lacrosse sanctioned or recognized event, along with the coaches, officials, staff, volunteers, etc.?
- ∞ Does the waiver include a *"covenant not to sue?"*
- ∞ Does the waiver include language by which the signer promises to indemnify and repay US Lacrosse, the host organization and sponsors of any US Lacrosse sanctioned or recognized event, along with the coaches, officials, staff, volunteers, etc. for financial loss caused by injury to the patron? This is, in essence, a hold-harmless agreement.
- ∞ Does the waiver include a selection of venue? Venue in this section refers to which state and county legal proceedings can be advanced.
- ∞ Does the waiver clearly describe the nature of the activity? Be clear and straightforward.
- ∞ Does the waiver clearly warn of the risks involved? Use language like *"including, but not limited to"* when you broadly describe the nature of the activity.
- ∞ Does the waiver include an affirmation of voluntary participation? Use phrases like *"I understand the risks involved in this activity and I am voluntarily participating in."*
- ∞ Does the agreement contain a statement by which the signer assumes the risk of the activity? Include language that says, *"I recognize that participation in this activity may be injurious and I agree to accept any and all risks."*

US Lacrosse has provided a sample waiver and release agreements for a variety of membership categories in Appendix "H" of this Risk Manual.

Facility and Venue

Always visually inspect all aspects of a facility or venue before a rental agreement is signed. Use the following checklist to take note of any safety concerns you may have and address them completely before a rental agreement is signed.

Inspection: What to evaluate **(see Appendix D I-IV, Field and Facility Inspection Checklist)**

- ∞ Entrances & exits
- ∞ Floors, walkways & surface conditions
- ∞ Seating & bleachers, spectator areas
- ∞ Lighting & electrical systems
- ∞ Fencing, barriers & perimeter areas
- ∞ Equipment
- ∞ Medical facilities
- ∞ Maintenance & housekeeping facilities
- ∞ Communications station
- ∞ Security stations
- ∞ Lost & Found

Pre-season Inspection

- ∞ Look at all locations for both practices and games
- ∞ Resolve inadequate areas of the venue
- ∞ Identify any special ground rules for safety
- ∞ Address contract issues
- ∞ Create an emergency plan **(see Appendix E, US Lacrosse Emergency Procedures and Appendix F, Emergency Plan)**

Practices

- ∞ Determine who is responsible...you or the facility owner
- ∞ Understand your responsibilities
- ∞ Determine who has the responsibility of taking corrective action

During Competition

- ∞ Determine who is responsible...you or the facility owner
- ∞ Understand your responsibilities
- ∞ Determine who has the responsibility of taking corrective action before and after play begins

Weather-Related Situations

- ∞ Monitor weather forecasts
 - ∞ Plan for weather emergencies **(see Appendix I, Lightening Policy)**
 - ∞ Develop an emergency evacuation plan **(see Appendix C, Facility Evacuation Plan Example and Emergency Procedures)**
 - ∞ Plan for alternate indoor facilities (Gymnasiums, non-metal shelters, private automobiles)
- Crowd Management

- ∞ If alcohol is served, control distribution
- ∞ Monitor changing behavior of crowds
- ∞ Determine the need for medical assistance stations
- ∞ Spectator departure/pedestrian traffic
- ∞ Parking lot/traffic supervision

The Role of Officials & Coaches

- ∞ General supervision
- ∞ Problem resolution
- ∞ Venue inspection
- ∞ Weather related situations

Problem Resolution

- ∞ Request correction prior to use
- ∞ Secure appropriate assistance
- ∞ "Quarantine" the problem area
- ∞ Document concerns
- ∞ Know the relationship between the contractual obligation and the problem. Determine who has responsibility.

Contracts & Related Parties

When US Lacrosse, the host organization and sponsors of any US Lacrosse sanctioned or recognized event, along with the coaches, officials, staff, volunteers, etc. contracts with a vendor for materials, equipment, supplies, or services, that vendor's activities and the goods provided create an inherent liability risk to US Lacrosse, the host organization and sponsors of any US Lacrosse sanctioned or recognized event, along with the coaches, officials, staff, volunteers, etc. One of the goals of the risk management is to protect US Lacrosse and its affiliates from loss or exposure to loss resulting from any negligence on the part of an under/uninsured vendor who furnishes services to US Lacrosse, the host organization and sponsors of any US Lacrosse sanctioned or recognized event, along with the coaches, officials, staff, volunteers, etc. By obtaining an appropriate certificate of insurance and maintaining a certificate of insurance on file, US Lacrosse, the host organization and sponsors of any US Lacrosse sanctioned or recognized event, along with the coaches, officials, staff, volunteers, etc. has evidence that insurance has been obtained which transfers risks associated with the business relationship with the vendor from US Lacrosse, the host organization and sponsors of any US Lacrosse sanctioned or recognized event, along with the coaches, officials, staff, volunteers, etc. to the insurer. Third parties other than US Lacrosse or a US Lacrosse Chapter must indemnify and hold/harmless US Lacrosse including any Chapter involved for all liability and claims arising from the event.

The following pages delineate the suggested requirements for the vendors listed below. The limits of insurance coverage as expressed are the minimum acceptable limits for any vendor providing services to US Lacrosse, the host organization and sponsors of any US Lacrosse sanctioned event, along with the coaches, officials, staff, volunteers, etc. For information on Vendor services not listed below, please contact US Lacrosse's Insurance Advisor, Bollinger at 800-350-8005 (phone), 973-921-2876 (fax), or by writing to PO Box 390, Short Hills, NJ 07078-0390.

Vendor Services

It is common for the organizers of an event to contract with third-party vendors to provide on-site event services. Always make sure that the vendors with whom you enter into an agreement have proof of adequate insurance, and use the tables below as benchmarks for adequate coverage. Vendors should always provide certificates of insurance that indicate insurance coverage is in effect. **Always require vendors to name US Lacrosse, its chapters and affiliate organizations as additional insureds on all certificates of insurance. Vendors must indemnify and hold/harmless US Lacrosse from all liability and claims that may result from their services.**

Typical Vendor Services include but are not limited to:

- ∞ Air Charter
- ∞ On-site ambulance or EMS services
- ∞ Amusement Equipment Service
- ∞ Building Construction
- ∞ Custodial Services
- ∞ Food Services

- ∞ Lacrosse Equipment and field services (i.e.: goals, scoring tables)
- ∞ Medical Services
- ∞ Recreational Services/High Risk Entertainment – Concerts, Speakers
- ∞ Recreational Vehicles (i.e.: scooters, golf carts)
- ∞ Scaffolding services (i.e.: for TV and Video)
- ∞ Security Services
- ∞ Tent and canopy services
- ∞ Transportation Services (bus or van charter, rental vehicles including golf carts)
- ∞ Travel Services

All vendors **MUST** provide a certificate of insurance showing proof of General Liability and Worker’s Compensation with the minimum limits outlined below. For services involving transportation or vehicles, the vendor must show proof of Automobile Liability (as indicated below) in addition to General Liability and Worker’s Compensation. For Air Charter, separate higher limits of General Liability are indicated in the chart below. For Building Construction, the general contractor and all subcontractors should provide proof of General Liability (including Broad Form Contractual coverage and a minimum limit of \$1 million for Products and Completed Operations coverage under the General Liability policy), as well as Worker’s Compensation. Medical Services providers should demonstrate proof of Medical Malpractice insurance (minimum limit \$1 million) as well as General Liability and Worker’s Compensation.

Coverage Type	Minimum Limits
∞ Workers Compensation	Required – with statutory limits
∞ Commercial General Liability ∞ General Aggregate ∞ Products/Completed Operations Coverage ∞ Each Occurrence	\$1,000,000 or higher \$1,000,000 \$1,000,000
∞ Automobile Liability	∞ \$1,000,000 minimum limit for vehicle services provided at an event ∞ \$2,000,000 minimum limit for local transportation services to transport US Lacrosse members ∞ \$5,000,000 minimum limit for transportation services to transport US Lacrosse members interstate
∞ Aircraft Liability ∞ Piston ∞ Jet	\$5,000,000 \$25,000,000
∞ Medical Malpractice	\$1,000,000
∞ Additional Insured Provision – Must be added by the vendor’s insurance carrier to the Certificate of Insurance.	The vendor’s insurance carrier shall add the following wording to the Certificate of Insurance: <i>“US Lacrosse, the host organization and sponsors of any US Lacrosse sanctioned or recognized event, along with the coaches, officials, staff, volunteers and participants are named as an additional insured under the General Liability policy with respect to the services provided.”</i>

Protecting Against Physical and Sexual Harassment/Abuse

Physical and Sexual Harassment/Abuse is both widespread and hidden. It is an area of sports risk management that must be addressed by all lacrosse programs. Most vulnerable to harassment or abuse are participants of a group that is capable of being influenced by a person in a position of influence, trust, power or authority.

In one of the only studies conducted on the subject, a 1995 survey of Canadian Olympic athletes revealed:

- ∞ 80% of the athletes were aware of the potential for abuse

- ∞ 19.2% had experienced upsetting sexual comments or advances
- ∞ 13% reported being upset by pinching or rubbing in a public place
- ∞ 8.6% of athletes report experiencing forced sexual intercourse; 20% of these cases were under age 16
- ∞ 21.8% of athletes experienced sexual intercourse with authority figures in sport

Although no such study has yet been conducted in the United States, risk managers believe that such a study would reveal shocking statistics.

Athletes most vulnerable to physical harassment or abuse are:

- ∞ Female, young, physically small
- ∞ High athletic potential
- ∞ Nearing high intermediate levels of sport
- ∞ Frequent trips (hotels, vehicles)
- ∞ Relocated to live near coaches
- ∞ Engaged in sports with lots of “undress”

Coaches most at risk for physical harassment or abuse

- ∞ Typically older males
- ∞ High status, high degree of respect
- ∞ Low commitment to codes of ethics, low commitment to discussions of harassment and abuse
- ∞ Unknown history of sexual harassment or abuse
- ∞ Frequent opportunities to travel with or transport athletes

Why victims do not complain

- ∞ Complaints are not encouraged
- ∞ Prior complaints were not acted upon
- ∞ Coaches control over the athlete's participation
- ∞ Athlete's not aware of complaint procedure or to whom to complain
- ∞ No witnesses to the act
- ∞ Coaches provide inducements in form of gifts, inclusion on trips, etc.
- ∞ Contact provided in the name of performance enhancement
- ∞ Athletes are conditioned to follow coach's direction
- ∞ Complaints often turned back on complainant or addressed as misunderstanding

Keys to avoiding Physical and Sexual Harassment/Abuse:

- ∞ Establish and adopt a written policy that every reasonable effort will be made to protect participants and exclude those with a legally documented history or record of creating exposure to unnecessary harm
- ∞ Screen potential volunteers and staff by checking references and checking for criminal background. US Lacrosse has partnered with a nationally recognized safety institute that conducts background checks at fee for service. Contact the US Lacrosse Programs Department for information.
- ∞ Establish and adopt a written policy regarding appropriate and inappropriate behavior, including touching
- ∞ Provide training for volunteers and their supervisors
- ∞ Create an organizational environment that promotes the reporting of concerns; appoint a designated liaison
- ∞ Establish and communicate policy and guidelines that establish categories of unacceptable behavior, which may include: relationships (sensitive); offensive material; offensive, intimidating or hostile language; physical conduct/contact; conduct of a sexual nature as a condition of participation
- ∞ Establish take home/pick up policies for athletes
- ∞ Conduct athlete protection orientations for coaches, athletes, parents and volunteers
- ∞ Limit adult skill demonstrations of a physical nature
- ∞ Establish athlete-adult minimum ratios; limit one-on-one contact
- ∞ Respond quickly to allegations; appoint a limited number of people to review allegations; inform the person that allegations are made; document all details; do not guarantee confidentiality; do not assure discreet process; conduct the process in accordance with the systematic approach as outlined in the Claims section of this manual

Note: Please also refer to, ***A Guide to Prevention of Sexual and Physical Abuse for US Lacrosse Teams & Leagues,*** which is available from US Lacrosse and Bollinger.

CLAIMS

Claim Reporting Guidelines

To obtain the full benefit of insurance coverages the following checklist and suggested actions should be adopted in all circumstances.

The First Rule: Give Notice Promptly (Refer to Appendix G, Incident Report)

- ∞ When faced with liability or a loss, a policyholder should notify the insurance company, or the program manager, as soon as possible. Insurance policies often seek notice of a claim or occurrence in writing and ask the policyholder to forward any summons, demand, or other forms of process to the insurance company immediately.

Respond to all Reservation of Rights

- ∞ Insurance companies may respond to a policyholder's notice of claim with an outright denial of coverage or a lengthy letter listing, or "reserving rights on", all potential defenses of coverage. If the insurance company denies coverage for your claim, or reserves its rights, write a letter immediately stating your position for disagreement and asking clarification for their position. You are entitled to a written explanation of all factual and legal bases on which the insurance company relies for its coverage determination.

Remember the Duty to Defend

- ∞ Even claims without merit can be expensive to defend. A company's insurance may cover defense costs, judgments or settlements, or both.

Retain Insurance Policies Indefinitely

- ∞ Insurance policies issued many years ago may provide coverage for claims made today. Policyholders should identify and maintain copies of all applicable insurance policies, regardless of the date of issue or expiration.

Keep a Written Record

- ∞ Confirm all conversations with all parties to the claim in writing. Maintain a file of all correspondence including any handwritten notes you take during the process and the participant waiver.

Narrow Construction of Exclusion

- ∞ As many are already aware, insurance policies are often loaded with coverage exclusions. Do not assume from your interpretation that coverage for a particular loss is excluded. Exclusions are narrowly construed as they are contrary to the fundamental protective purpose of an insurance policy and will, therefore, be narrowly construed.

Other People's Insurance Coverage

- ∞ Remember your additional insured provisions. Vendors and others frequently require that those with whom they do business insure or indemnify them against loss or liability. As such, a company or individual may have insurance coverage for potential liability or loss under the insurance policies of other parties with whom they transact business.

A. How to File an Accident Claim

- 1) Obtain an Accident claim form from Bollinger or from the US Lacrosse web site, www.uslacrosse.org/membership.
- 2) Complete the top portion of the claim form marked "To be Completed by Insured" and include complete copies of all itemized bills.
- 3) Note: This is an Excess Policy. If you are covered under any other Insurance or Health Care Plan, you must submit your bills to your other insurance carrier first. After your other carrier has paid their share of the claim, you may then submit any remaining balances due under this plan. Be sure to send copies of all invoices and the Explanation of Benefits form detailing benefits paid from your primary carrier with this claim form.
- 4) After you have completed the claim form, the bottom portion marked "To be Completed by Policyholder/Administrator" must be filled out and authorized by your league administrator. Please send the claim form and all relevant materials to:

**Alice Negron, Sports Claims Supervisor
Bollinger Insurance
PO Box 390
Short Hills, NJ 07078-0390
1-800-350-8005 ext. 8041**

- 5) Bollinger will process and pay the Claim according to the terms of the policy.

B. How to File a Liability Claim

If you are involved in an incident that may give rise to a liability claim (for example, a claim arising out of Bodily Injury or Property Damage), or if you receive a legal summons or a letter from an attorney as a result of such an incident, please report this information to Bollinger, the insurance administrator for US Lacrosse.

In your report, please describe the incident and include copies of all legal documents you may have received, or a police report or incident report, if available. Please send the information to:

**Lori Windolf Crispo, CPCU
Executive Vice President
Bollinger Insurance
PO Box 390
Short Hills, NJ 07078-0390**

If you have questions, you may call at 1-800-350-8005, ext. 8105, or by e-mail at Lori@BollingerInsurance.com.

INSURANCE PROGRAM MANAGER

Program Manager's Role & Responsibility

The US Lacrosse governance structure arranges for professional advice, products and services to help achieve its risk management program, as well as operate US Lacrosse's membership insurance program. The program manager acts as the organization's intermediary with insurance companies and characterizes the risks of the organization in as favorable manner as possible to the underwriting community. They are responsible for:

- ∞ Submission of underwriting applications and information to insurance companies
- ∞ Negotiating coverage and price
- ∞ Obtaining the insurance policies purchased
- ∞ Reviewing all terms and conditions of the insurance policies
- ∞ Confirm placements of all insurance contracts
- ∞ Coordinate inquiries on specific coverage issues
- ∞ Provide summaries and certificates of insurance as requested
- ∞ Assist in claims administration including reporting, coordinating, investigating, status reports, final approval, closure notice and loss runs
- ∞ Providing Risk Management advice and services to US Lacrosse
- ∞ Be available to all members and constituents in answering questions and arranging for certain insurance coverages

Contact List for US Lacrosse Risk Management

General Information

Bollinger Insurance
P.O. Box 390
Short Hills, NJ 07078

Phone: 800-350-8005, press "5" for Lacrosse
Fax: 973-921-2876
Web: www.bollingerinsurance.com
Web: www.bollingerlax.com

For Sales, Service or Coverage Questions

Lori Windolf Crispo, CPCU
Executive Vice President

Lori@BollingerInsurance.com
Ext. 8105

Cathy Fonseca
Assistant Vice President

Cathy@BollingerInsurance.com
Ext. 8124

For Certificates of Insurance, Camp/Clinic/Tournament Insurance or for Membership or Eligibility Questions

Heather Nass
Lacrosse Administrator

Heather@BollingerInsurance.com
Ext. 8080

For Claims Questions

For Accident Claims:

Alice Negron
Sports Claims Supervisor

Alice@BollingerInsurance.com
Ext. 8041

For Liability, D&O and Property Claims:

Lori Windolf Crispo, CPCU
Executive Vice President

Lori@BollingerInsurance.com
Ext. 8105

For Web-related or On-Line Purchase Questions

Dennis Gilgallon
Web Master

Dennis@BollingerInsurance.com
Ext. 8130

APPENDIX A

Risk Management Glossary of Terms

ACCIDENT:	An unintended, unforeseen, or unexpected event.
ADDITIONAL INSURED:	<p>Entity outside of the Named Insured; its/their relationship to Named Insured gives it/them an insurable interest for claims arising out of the negligence of the Named Insured; entitled to defense and indemnity (if policy limits not exhausted by Named Insured); no responsibility for premium payment.</p> <p>Examples:</p> <ol style="list-style-type: none">1. Managers or Lessors of premises used by named insured2. Financial sponsors of organizations or activities3. Some General Liability policies define Volunteers and Members in this category
AED:	Acronym for Automated External Defibrillator. A device used toward preventing death from sudden cardiac arrest.
AGENT:	Represents one or more insurance companies; works for the insurer.
AGGREGATE:	The upper limit on the amount an insurer will pay for all covered losses during the policy period.
GENERAL AGGREGATE:	The most the insurer will pay for the sum of all claims under Coverages A, B, and C (bodily injury to others and/or property damage to property of others, personal and advertising injury, and medical payments), except injury and damages under "products-completed operations hazard", during the policy term.
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT:	The most the insurer will pay for the sum of all injury and property damage under Coverage A for the products completed operations hazard during the policy term.
APPELLANT:	A party who loses in a court proceeding and appeals the court's decision to a higher (appeals) court.
APPELLEE:	The party who wins in a court proceeding and against whom the appellant appeals.
ASSUMPTION OF RISK:	An acceptance of the risk of danger or injury by a person that meets both the following criteria. In theory, a person who has assumed the risk of injury may not recover at law.
REQUIRED ELEMENTS:	Knowledge or awareness of the existence of a risk with a corresponding appreciation of the extent of the danger, and, Voluntary exposure to the danger.
BROKER:	Represents a client in the negotiation and purchase of insurance; a broker may solicit many insurance companies on behalf of a single client.
CARE, CUSTODY	

CONTROL:	The possession of property, especially that of another party, in which one party may assume an insurable interest.
CERTIFICATE HOLDER:	The entity to which a Certificate of Insurance is provided as a matter of information; does not confer any coverage under the policy.
CLAIMANT:	A person who submits a claim to an organization or an insurer.
CLAIMS-MADE POLICY FORM:	Pays all covered injury or damage during the coverage term that results in claims made (presented) during the policy period.
COMPARATIVE NEGLIGENCE:	In cases in which the plaintiff alleges that the defendant was negligent and the defendant responds that the plaintiff contributed to the negligence, the jury will have to determine who was negligent. (Most states have passed laws that provide such cases that a jury must determine the percentage of negligence committed by each person. If the defendant is 75% at fault and the plaintiff is 25% at fault, the amount the jury decides to award to the plaintiff will be reduced by 25%).
CONTRIBUTORY NEGLIGENCE:	In a very few states, if the jury determines that the defendant was negligent and the plaintiff also was negligent in any way, the defendant will win and will not be liable to the plaintiff. The plaintiff's contributory negligence will prevent any recovery from the defendants in these few states.
COST OF DEFENSE:	In addition to paying damages, insurers also promise to pay related defense costs, such as; attorney fees, investigation expenses, witness fees, cost of appeal bonds, etc., costs may be: <ol style="list-style-type: none"> 1. Inside Policy Limits - charged against total per occurrence limit of coverage; reduces amount of indemnity payment available. 2. Outside Policy Limits - paid in addition to indemnity payments; does not reduce per occurrence limits of coverage.
DEDUCTIBLE:	An amount that must be satisfied prior to an insurance company assuming financial responsibility for a claim; management of the claim is undertaken by the insurance company.
DEFENDANT:	A person who is being sued and must defend against the plaintiff claims in the lawsuit. (In most states, a minor child is considered incompetent or unable to be a plaintiff or bring a lawsuit, so a parent or guardian must bring the lawsuit on behalf of the minor child.)
EXCLUSION:	A policy condition that rules out or eliminates coverage.
EXPOSURE:	The activity(s) in which you are involved that open the probability of loss.
HAZARD:	Factors that increase the amount of risk: <ol style="list-style-type: none"> 1. Physical - Actual physical act/failure to act 2. Moral - Illegal act 3. Morale - Attitude; ("I don't care whether that gets fixed.").
LIABILITY:	Legal obligation to fulfill a contract or responsibility associated with performance of a duty to protect others' rights from harm.
NAMED INSURED:	Has the broadest protection provided by the policy; full rights to policy coverage and limits. Also, often referred to as the Policyholder.

**FIRST NAMED
INSURED:**

The contact person; responsible for payment of premium; has right to cancel policy or to receive notice of cancellation from company.

**MEMBER TEAM
And LEAGUE:**

A team and or league with 100% US Lacrosse membership.

NEGLIGENCE:

A legal concept of relating to the failure to exercise that standard of care for the safety or welfare of others the law imposes on a person. Four conditions must exist to establish negligence:

1. Duty
2. Breach of Duty
3. Damages/injury
4. Proximate Cause Between Breach of Duty and Damage

**OCCURRENCE
POLICY FORM:**

Coverage applies to all covered claims resulting from occurrences taking place during the policy effective dates, regardless of when the claim is presented to the insurer.

**PARTICIPANT
LEGAL LIABILITY:**

Coverage for actions brought against the insured for bodily injury or property damage by a participant while practicing for or participating in any contest or exhibition of an athletic or sports nature.

PLAINTIFF:

A person who sues another party in a civil case.

**POLICYHOLDERS'
SURPLUS:**

The sum of paid in capital, paid in and contributed surplus, and net earned surplus, including voluntary contingency reserves. It also is the difference between total admitted assets and total liabilities. This element is important in evaluating an insurance company's financial solvency.

**RETENTION/
RETAINED LIMIT:**

An amount assumed by an insurance policyholder which must be satisfied prior to an insurance company assuming financial responsibility for a claim. Unlike a deductible, the insured is responsible for payment and management of claims within the retained amount, although an insurer will commonly engage in supervision.

RISK:

The probability of harm or loss; the perception of harm or loss; the amount of potential loss.

**SUMMARY
JUDGMENT:**

Means of resolving a case prior to trial where there is no dispute about the facts in the case and the case can be determined by a judge applying the law to the undisputed facts. The party opposing a motion for summary judgment often argues that there are facts in dispute that a jury must decide and summary judgment without a jury trial would be improper.

APPENDIX B

US Lacrosse Medical Planning Guidelines

The intent is that US Lacrosse events will have a medical director. This person takes on the responsibility of making sure that minimum medical needs are met - as projected in the following. Generally, the tournament director selects/finds this willing individual and then gives full rein to the job.

The medical director follows through with the site people - athletic trainer at the host site - to see what facilities, equipment and so forth, are likely to be used during the tournament. The various needs are all laid out in the following.

The athletic trainers and, possibly, the medical director, are to be paid for their professional services.

Purpose of the Medical Staff

1. To provide NATA certified athletic trainers and/or graduate students in a NATA approved curriculum for staffing
2. Immediate evaluation and primary care for an injury
3. Immediate referral to appropriate medical facility or on-call medical personnel if necessary
4. Transportation of injured athlete to car or availability of written directions to nearest medical facility
5. Communication between medical director and on-field athletic trainers
6. Record all treatments and referrals of all injured/treated athletes
7. Emergency access for EMS to the injured athlete

Staffing

1. Medical director - qualifications and responsibilities
 - a. NATA certified athletic trainer
 - b. Past experience in working field sport tournaments
 - c. Organize staffing of NATA certified athletic trainers with students in NATA graduate approved programs as needed
 - d. Organize equipment and facility needs for the tournament
 - e. Provide information to the local EMS about the tournament
 - f. Made and copied directions, telephone numbers and names of nearest emergency facility, as well as on-call staff
 - g. Arrange for on-call orthopedist, dentist and ophthalmologist
 - h. Meet with staff at least one hour before the first tournament game to organize fields and time slots
 - i. Organize field placement of athletic trainers, as well as the location of a main medical facility
 - j. Have signs and directions made for athletes to find medical facility easily
2. On-Field Athletic Trainers - qualifications and responsibilities
 - a. NATA certified athletic trainer, or graduate student in a NATA approved graduate program
 - b. Be at assigned fields 1/2 hour before first game and remain until replaced or all players have left the field
 - c. Evaluate all injuries, administer primary care, recommend further evaluation by a physician or follow-up with an athletic trainer
 - d. Complete the injury/incident report form for all athletes who have a new injury that requires loss of playing time, follow-up by a physician or other significant injury the athletic trainer feels should be followed
 - e. Complete a daily log of all athletes treated - including no time loss injuries, care for chronic injuries
3. Automatic Defibrillators (AED), available at every competition
4. Ambulance
 - a. When possible, an ambulance should be on site for the duration of the event

Evaluation/Primary Care

1. Provide basic standard of care to athlete - Do No Harm
2. Athletic trainer will evaluate injury at the request of the coach, official, athlete or parent

3. For mild to moderate injury:
 - a. stabilize
 - b. I.C.E.
 - c. referral to appropriate medical personnel/facility if necessary
 - d. wrapping, strapping, taping, padding - using athletes' supplies - all are advised to bring their own supplies
 - e. advise follow-up care for day/night to athlete, coach, parent

4. Severe injury
 - a. stabilize
 - b. ABC's
 - c. 911 - or local EMS number
 - d. contact medical director with:
 - (1) what field
 - (2) possible injury
 - (3) request for someone to direct EMS to injured athlete

Athletic Trainer Placement

1. Ideally, one NATA certified athletic trainer at each field, with AED available
2. Realistically:
 - a. one NATA certified athletic trainer on the main field
 - b. one NATA certified athletic trainer between 2 high school fields
 - c. one NATA certified athletic trainer between 2-3 adult fields - having fields in sight; and athletic trainer in sight for the fields
 - d. graduate students who are not NATA certified but working under a NATA certified athletic trainer may work the adult fields

Equipment and Supplies

1. All athletes are told to bring their own taping supplies
2. Donated athletic tape, sterile gauze pads, latex gloves, flexi-wrap, bags for ice, etc are the responsibility of the medical director/tournament director
3. Each athletic trainer brings her own bag; any tape, pre-wrap used will be replaced by donated supplies
4. Each field is to have a container with bagged ice for injuries
5. Each field is to have a water cooler filled with cold water for each game - cups are not supplied - athletes should have their own water bottles
6. 2 golf carts for accessibility
7. 1 cellular telephone minimum - with medical director
8. 1 walkie-talkie for each field athletic trainer and medical director
9. Printed directions for nearest emergency facility, on-call staff for each athletic trainer to have on hand
10. Main medical site for taping, strapping, evaluations that are not conducted on fields
11. Signs posted for directions to medical station as well as times of operation
12. Corner flags to mark the location of the field athletic trainers
13. Shirts/hats to identify the field athletic trainers

Communication

1. Walkie-talkie for each on-field athletic trainer - cellular telephones preferable
2. Cellular telephone for medical director
3. Written EMS numbers given to each athletic trainer upon arrival at field
4. Typed name, telephone numbers and directions for:
 - a. nearest medical emergency facility
 - b. on-call orthopedist
 - c. on-call dentist
 - d. on-call ophthalmologist

Transportation

1. Use of one, preferably two, golf carts for medical staff only
 - a. transport moderately injured to private car
 - b. transport ice and water to fields
 - c. medical director ability to get quickly to fields
2. EMS
 - a. prior notification of event - dates, game times, field locations, accessibility for ambulance to fields
 - b. written directions to nearest emergency medical facility for family, friends and/or athletes
 - c. follow-up by medical director of any EMS transport

Record Keeping

1. Document ALL treatments by ALL athletic trainers on any person - athlete, official, coach, spectator, etc
2. Return documentation to medical director at the end of each day
3. Site/medical director notifies the US Lacrosse Insurance Administrator of all injury reports needing medical care and forwards the incident report to the US Lacrosse Insurance Administrator.

APPENDIX C

US Lacrosse Facility Evacuation - Special Circumstances

In the event of an emergency, facility evacuation may be necessary. Emergencies shall include, but not be limited to, fire, bomb threat, person with a weapon, weather related emergencies.

I. Components of Facility Evacuation System

1. Evacuation Alarm – signal to leave facility; may be a bell, tone that is consistent and known by building inhabitants
2. Meeting Area – upon leaving the facility, all inhabitants go to this pre-arranged place well away from the facility
3. Facility Supervisor
 - a) Notifies groups/teams, in advance, of evacuation procedures
 - b) Assigns “monitors” to assist in clearing facility (can be event staff and/or team personnel)
 - c) Have a map of exit routes and outside meeting areas
 - d) Give out local fire/police/EMS telephone numbers and location of working telephones to groups
4. Staging Area – place where fire, police and EMS will organize to deal with the emergency
5. Monitors – may be event staff and/or participants (coaches, athletic trainers, managers) responsible for assisting individuals leaving the facility (especially those with special needs); responsible for reminding inhabitants to go to meeting area; and account for all inhabitants at the meeting area
6. Event Participants – should know at least two exits from each facility and be able to find the exits in the dark; should be able to recognize the emergency alarm

II. General Procedures / Weather-Related Procedures

1. Monitor Weather forecast
2. Plan for weather emergencies
3. Official/Coaches assume responsibility for stopping play as indicated in the rules governing the competition
4. Game manager must evacuate game participants and spectators at the official stoppage of play
5. Metal bleaches, metal stadium standards, fences and goals create the greatest danger during thunderstorms
6. Evacuate to a safe indoor or permanent, non-metal covered area (private automobiles can be an alternative)
7. It is safe to return to the event on the advice of a weather monitor or 20 minutes after the last heard thunder

III. General Procedures / Indoor Facilities

1. All required to evacuate when alarm sounds
2. Call fire/police/EMS
3. Close doors when leaving rooms
4. Leave through nearest unblocked exit
5. Do not use elevator – if available
6. Do not open doors that are warm/hot to touch; use another exit
7. Do not move through smoke filled areas to exit; use another exit
8. Report to assigned meeting area

IV. Unable to Leave (trapped by fire/smoke)

1. Close doors, block doorway cracks/grilles with wet towels, clothing or other materials
2. Use telephone to call fire/police/EMS
3. Go to window, hang an article of clothing outside the window to signal presence
4. If smoke enters room, cover mouth and nose with cloth; stay close to floor
5. Do not panic!

V. Bomb Threat

1. Note exact time and words said by caller:
 - a) When is it set to explode?
 - b) Where located?
 - c) What does it look like?

- d) What kind of bomb?
 - e) What will cause explosion?
 - f) Did you place bomb?
 - g) Why did you place bomb?
 - h) Where are you calling from?
 - i) Name?
 - j) Address?
2. Note characteristics of voice (M or F, lisp, accents), backgrounds noise
 3. If digital display, write down what is on display
 4. Call police ASAP – stay on line until police hang up first
 5. Inform event director
 6. Enact evacuation plan – calmly but with dispatch
 7. If see suspicious package while leaving – DO NOT TOUCH – tell police/security you saw it and where
 8. Do not re-enter building until told to do so by security or police

VI. Person with Weapon

1. Not in immediate vicinity
 - a) Call police/EMS
 - b) Evacuate without pulling alarm
 - c) Move all swiftly to pre-arranged protected meeting place away from facility –windows, bleachers, etc.
 - d) Event staff will need to account for participants
2. In immediate vicinity
 - a) ACT quickly and deliberately to move to nearest unblocked exit
 - b) If not able to exit – conceal self as best as possible (hide under enclosed counter; behind closed and locked doors, anywhere one cannot be seen at all)
3. When and if possible, leave immediate area by nearest exit
4. Wait quietly for police rescue
5. DO NOT ATTEMPT to aggressively deter unstable person with weapon

APPENDIX D

US Lacrosse Facility/Field Inspection Checklist

I. Facility and Field Risk Management

Risk Management helps organizations:

- Identify the sources of potential loss or damage
- Evaluate different ways to minimize the loss or damage, and
- Implement a plan of action to reduce the possibility of loss or damage in the future

Inspecting all facilities and fields used by your team or league is an important component of the risk management process. The condition of the facility or field contributes heavily to the overall safety of your participants. Therefore, ensuring the safe condition of the facilities and fields used by your teams should be a priority in your risk management program.

Before signing a rental agreement or lease, perform a visual inspection of all aspects of the facility or field complex. Use the following checklists to note any safety concerns you may have and make sure they are satisfactorily addressed before you sign the rental agreement. It is equally important to understand the terms of your contract or lease agreement, so that you know what you areas fall under your responsibility. Separate checklists are included for Facility Inspections, Field Inspections, Parking Inspections and Contract Evaluation.

NOTE: These guidelines are not legal advice nor are they intended to be complete or definitive in identifying all hazards associated with emergency or safety procedures, in preventing crisis situations in your sports program, or in complying with any safety-related regulations or other laws.

II. Facility Inspection and Safety Guidelines

Once you have made your inspection, resolve any inadequate areas or safety concerns with the facility owner before you sign the lease.

1. Location, accessibility and visibility of entrances and exits
2. Verify that floors, walkways, stairs and other surfaces are in good condition
3. Safety, construction and positioning of seating, bleachers and spectator areas
4. Condition of and access to locker rooms, restrooms and portable toilets (port-o-johns)
5. Condition, location and lighting of parking lots, including passenger pick-up/drop-off areas (see Section IV - Parking Lot Inspections for more information)
6. Handicap access - check entryways and exits; ramps, elevators and lifts; restroom access; parking
7. Concession stands - evaluate condition/quality of cooking, refrigeration and serving equipment
8. Security of ticket booth and concession stands, if cash transactions are being accepted
9. Lighting, electrical systems, heating and cooling systems; check emergency power source
10. Check fencing, barriers and perimeter areas
11. If playing or practicing indoors, ensure that sprinkler heads in gymnasium are caged or protected from errant balls
12. Poisons/Toxins: Inspect facility for toxic materials such as use of lead paint or toxic wood preservatives; ensure that hazardous materials, such as gasoline, cleaning agents, etc., are properly stored and locked up; and restrict use of fields immediately after applications of herbicides, pesticides and fertilizer.
13. Locate the nearest land-line telephone to the field and note its phone number
14. Medical facility on site
15. Security station on site
16. Communications station on site
17. Designated lost & found area
18. General housekeeping and cleanliness

III. Field Inspections and Safety Guidelines

A thorough inspection of the field, bleachers, outer buildings and restrooms should be done before the season begins. The field itself **MUST** be inspected by a coach **AND** official prior to the start of every practice or game.

1. The dimensions of the field should conform with the specifications established by US Lacrosse, which vary based on level of play
2. The entire playing field should be free of any holes, depressions, raised sprinkler heads and other hazards
3. Clear the field of stones, pieces of glass and other objects or debris
4. Spectators & seating: Check safety, construction and positioning of seating, bleachers and spectator areas. Make sure spectator areas are a safe distance from the field of play. Do not allow spectators to be on the playing field or to stand on the sidelines.
5. Light stanchions, fence posts and trees that are near the field of play should be properly cushioned or protected, and always be designated as "out of play" areas. All "out of play" areas should be cushioned or fenced off or, at minimum, marked by paint or chalk lines.
6. Inspect the condition of and access to locker rooms, restrooms and portable toilets (port-o-johns). If portable toilets are used, make sure they are positioned on level ground, away from inclines or depressions which may cause them to tip over.
7. Check condition, location and lighting of parking lots, including passenger pick-up/drop-off areas (see Section IV - Parking Lot Inspections for more information)
8. Handicap access - check entryways and exits; ramps; restroom access; parking
9. Concession stands - evaluate condition/quality of cooking, refrigeration and serving equipment
10. Check Security of ticket booth and concession stands, if cash transactions are being accepted
11. Inspect all fencing to make sure it is in good repair and free of protruding hazards or sharp edges
12. If the field is used for other sports, inspect for fixtures or equipment that may have been left by the previous user. **IMPORTANT NOTE:** If the field is used for soccer and portable goals are on the premises, NEVER allow players or others to play on, hang from or move the goalposts. Portable soccer goals are prone to tipping over, and have been responsible for catastrophic injuries and fatalities in recent years.
13. Find out if the facility is equipped with lightning detection equipment. Determine where the nearest shelter is from the field in the event of serious weather or other emergency conditions. Note that small, open shelters typically found on playing fields or parks will **not** provide adequate protection in the event of lightning. A house or substantial building offers the best protection from lightning strikes.
14. Poisons/Toxins: Inspect facility for toxic materials such as use of lead paint or toxic wood preservatives; ensure that hazardous materials, such as gasoline, cleaning agents, etc., are properly stored and locked up; restrict use of fields immediately after applications of herbicides, pesticides and fertilizer; and eliminate plant materials like poison ivy, and poison oak from fields and walkways, which could be harmful to people and pets.
15. Locate the nearest land-line telephone to the field and note its phone number
16. Locate the nearest medical facility, whether on-site or off-site
17. Check whether there is a security station on-site

IV. Parking Lot Inspections and Safety Guidelines

The parking lot is an area often overlooked in the risk management process. Whether or not your team is contractually liable for the parking area in your lease agreement, you can still be held liable for injuries or damages that occur in this area during your team's activities.

1. Post a sign stating that attendees are parking at their own risk and that your team/league is not responsible for any damage to or theft from vehicles parked during your activities.
2. Make sure parking area is far enough away from the field of play to minimize the potential for damage to vehicles.
3. Establish a Player Loading Zone by placing temporary signs during practices and games to indicate where cars should stop to load and unload passengers. This will help eliminate confusion for drivers and passengers. It will create a zone where motorists will expect to see pedestrians and therefore, they will know to slow down. To assist you in setting up a loading zone that is equipped to safely handle large numbers of people, contact your local police or sheriff's department for guidance.
4. Go Slow Zone - In addition to the Player Loading Zone, help alert motorists to the fact that children are present by putting up temporary signs in the parking lot that say "Children at Play" or "Slow: Children". Work with your local city council, safety board or parks commission to put in speed bumps or road signs to assist in slowing traffic.
5. Make sure parking lot is clear of potholes, debris and other dangerous conditions. Report such problems immediately to the facility owner (or take care of them immediately if you are responsible for maintaining the parking lot under the terms of your contract).
6. Ensure that access to the parking lot and access to the field is not blocked by haphazard parking. Emergency vehicles must have quick, easy access to the facility or playing field in the event of an emergency.

7. For activities that are held at night (or until dusk), verify that the parking areas are well-lit. Proper lighting ensures that pedestrians and bicyclists can be spotted easily and from a distance by motorists. A properly lighted parking area also increases the personal security of those using the facility, and provides better protection for the vehicles.

These Parking Lot Safety guidelines are based on those developed and used by the American Youth Soccer Organization (AYSO).

V. Evaluating the Terms of the Facility/Field Contract

It is important for you as the team or league administrator to evaluate the terms of the rental agreement or lease contracts that you may sign in order to secure playing facilities for your activities. They can range from simple, verbal agreements to complex legal contracts. In order to understand the exposure to you and your organization, you need to know what your responsibilities are under the terms of that agreement.

To determine what areas of the facility fall within your responsibility, check the following:

1. Are you responsible for the field or facility only during the time that your players are on the field? Or are you responsible for the field/facility on a 24-hour basis for the term of the lease? Or does your responsibility fall something between the two? If so, how is it defined in the contract?
2. Are you responsible for providing insurance on the field/facility, or is it provided by the owner? Do they require that you add the field/facility owner as an additional insured to the US Lacrosse liability policy?
3. Are you required to provide insurance coverage for the facility on a 24-hour basis? If so, contact the US Lacrosse insurance administrator to purchase an extended liability coverage endorsement. If insurance coverage is required only for the duration of your activities, that coverage is automatically provided by the US Lacrosse Insurance Program.
4. Who is responsible for the field equipment -- scoreboards, bleachers, benches, goals, etc.?
5. Under the agreement, what specific areas of the facility fall under your responsibility? Is it just the field or gym? Or are you responsible for the parking lot, pathways to the facility, restrooms, locker room areas, adjoining fields, etc.? If you are responsible for additional areas, make sure to include them in your inspection process. Also, be sure to supervise those areas, as you may be responsible for any incidents that occur there, whether or not they are directly related to your lacrosse activities.
6. Who is responsible for the general condition, maintenance, repair and housekeeping of the facilities used? Who is responsible for field maintenance (lawn care, applying fertilizer/ pesticides and watering)?
7. Is there a Hold Harmless agreement in the contract? If so, that means that the facility owner is not responsible (you are 'holding them harmless') for any incidents, damages or injuries that may occur at the facility during the term of your lease.

Note: when you sign a hold harmless agreement, you are accepting full responsibility for incidents that may be beyond the scope of the US Lacrosse Insurance Plan -- a plan that is meant to provide cost-effective coverage for amateur lacrosse activities only.

For example, the US Lacrosse general liability does not provide coverage for construction or pollution. If you lease a facility with the intent to put in a new field, the construction of that field would not be covered by the US Lacrosse Insurance Program. Or, if one of your volunteers puts down fertilizer or pesticides that contaminate the town's water supply -- a pollution claim. Pollution claims are specifically excluded under the policy, and there would be no coverage for damages incurred. Once you sign a hold harmless agreement, resolving such claims that are not covered by the insurance program becomes the personal responsibility of your organization. Thus, you should be careful when signing such agreements and evaluate whether all of your activities are within the scope of the US Lacrosse Insurance Program.

APPENDIX E

US Lacrosse Emergency Procedures: Medical Emergency & Facility Evacuation

I. Creating an Emergency Plan

1. Establish written Emergency Procedures, using these checklists as a guideline. These procedures outline the responsibilities of the Emergency Response Team during a crisis.
2. Complete the information in the Emergency Plan form for each team in your league. If the team uses more than one facility, set up a separate Emergency Plan for each field, facility or venue.
3. Designate the Emergency Response Team and obtain the appropriate contact information for each member.
4. Give a copy of the Emergency Plan to each member of the Emergency Response Team and make sure each person understands their role.
5. Obtain a Participant Medical Emergency Card for all participants on your team (see Section VII of the Emergency Plan form).
6. Keep a copy of the Emergency Plan in a binder, along with copies of each participant's Emergency Medical Card, the Emergency Plan Checklist and the Incident Report forms. Have this binder ON HAND at every practice, game and sponsored activity for quick access to this important information.

II. Emergency Medical Procedures

The Emergency Procedures outline the responsibilities of each person on your Emergency Response Team in the event of a crisis. Review and update these procedures regularly with your Emergency Response Team so that everyone knows what is expected should an emergency situation arise.

1. Provide immediate care to the injured or ill participant or spectator. The most qualified individual(s) on the Emergency Response Team should handle this, if medical personnel are not on-site.
2. Retrieve Emergency Equipment or supplies.
3. Call for HELP. Assign different individuals to make these calls where possible, as the person calling 911 must stay on the line until the operator says to hang up.
 - a) Call 911- Provide name, address, telephone number; information on the emergency -- number of individuals injured/ill, condition of individuals, first aid treatment; give specific directions to location; and stay on the line until EMS operator tells you to hang up.
 - b) Call on-site medical staff for immediate assistance, if available.
 - c) Call Campus Security/Police, if available.
4. Provide EMS with complete directions to the scene of the emergency.
 - a) Designate specific individual to open locked entrances or gates to facility.
 - b) Designate a person to flag down EMS and direct them to the scene.
5. Crowd Management:
 - a) Get other participants and spectators to safety, if additional threat is present.
 - b) Limit the scene of emergency treatment to first aid providers only.

III. Emergency Facility Evacuation

In the event of an emergency, evacuating the premises may be necessary. Emergencies may include, but not be limited to, fire, bomb/terrorist threat, weather emergency or person with a weapon.

1. Facility Evacuation: Pre-Emergency Planning
 - A. Evacuation Alarm - Designate a signal for emergency evacuation
 - B. Meeting Area - Set a pre-arranged meeting place away from the facility where all participants will meet upon leaving the facility
 - C. Appoint Emergency Response Team
 - D. Assign Emergency Response Team duties
 - 1) Notify teams/attendees of evacuation procedures, in advance

- 2) Assist in clearing facility during emergency
 - 3) Direct people to designated meeting area(s)
 - 4) Assist those with special needs
 - 5) Account for all participants at meeting area(s)
 - 6) Each member has a copy of Emergency Plan, including:
 - a. maps of exit routes
 - b. location of meeting areas
 - c. phone numbers for Response Team members, Athletic Trainer and EMS
 - 7) Establish inter-team communication via walkie-talkie and/or cell phone
- E. Staging Area - place where fire, police and EMS will organize to deal with emergency

2. During an Emergency: General Evacuation Procedures

- A. Do not panic
- B. All required to evacuate when alarm sounds
- C. Call for HELP (911: Fire, Police, EMS)
- D. Emergency Response Team goes into action, managing evacuation process
- E. Close doors when leaving rooms
- F. Leave through nearest unblocked exit (check maps, if possible)
- G. Do not use elevators
- H. Do not open doors that are warm/hot to the touch; find another exit
- I. Avoid smoke-filled areas, if possible; stay down low, if you must travel through smoke
- J. Report to meeting area(s)
- K. Account for all participants and attendees

3. Special Circumstances

- A. Weather Related
 - 1) Monitor Weather forecast
 - 2) Plan for weather emergencies
 - 3) Official/Coaches assume responsibility for stopping play according to the rules governing the competition
 - 4) Game manager must evacuate game participants and spectators at the official stoppage of play
 - 5) Metal bleachers, metal stadium standards, fences and goals create the greatest danger during thunderstorms
 - 6) Evacuate to a safe indoor or permanent, non-metal covered area (private automobiles can be an alternative)
 - 7) It is safe to return to the event on the advice of a weather monitor or 20 minutes after the last heard thunder

IV. General Procedures / Indoor Facilities

1. All required to evacuate when alarm sounds
2. Call fire/police/EMS
3. Close doors when leaving rooms
4. Leave through nearest unblocked exit
5. Do not use elevator – if available
6. Do not open doors that are warm/hot to touch; use another exit
7. Do not move through smoke filled areas to exit; use another exit
8. Report to assigned meeting area

A. Trapped by smoke/fire/building damage

- 1) Do not panic
- 2) Close doors and windows
- 3) Block doorway cracks, vents, etc., with wet towels, clothing or other materials
- 4) Call 911 and report your location and the number of people with you
- 5) Contact Emergency Response Team via phone or walkie-talkie and report your location and number of people with you
- 6) If possible, go to window and hang an article of clothing or other signal to indicate your presence
- 7) If room becomes smoky, cover mouth and nose with wet cloth and stay close to the floor

B. Bomb or Terrorist Threat

- 1) Do not panic
- 2) Note exact time and words used by caller
- 3) Write down details of call as soon as possible:
 - a. Describe threat
 - b. If explosive, when is it set to explode?
 - c. Where is it located?
 - d. What does it look like?
 - e. What will cause or trigger the explosion?
 - f. Did caller place the bomb or device?
 - g. What is the caller's name?
 - h. What is caller's address or location?
 - i. What is caller's affiliation?
- 4) Note characteristics of caller's voice: Male/female, accent, lisp, etc.)
- 5) Note any background noise
- 6) If digital display/caller id, note the information on the display
- 7) Call Police immediately - stay on the line until they tell you to hang up
- 8) Notify Emergency Response Team
- 9) Begin General Evacuation Plan
- 10) If you see any suspicious package or person while leaving, inform police/security what you saw and where
- 11) Do not re-enter building until told to do so by security or police

C. Person with Weapon

- 1) Do not panic
- 2) If weapon is in immediate vicinity
 - a. Act quickly and deliberately to evacuate through nearest unblocked exit, without pulling alarm
 - b. Call 911/Police
 - c. Go to protected meeting place away from facility
 - d. Account for all participants
 - e. If you are NOT able to evacuate:
 - i. Conceal and protect yourself and participants as much as possible
 - ii. Move away from doors and windows
 - iii. Lock doors and windows, if possible; close shades or curtains
 - iv. Hide under enclosed counters, seating, desks
 - v. Call 911/Police; inform them of your location and how many people are with you
 - vi. Communicate with Emergency Response Team, if possible
 - vii. When and if possible, leave area by nearest exit
 - viii. If not possible, wait quietly for police rescue
 - ix. DO NOT ATTEMPT to aggressively deter unstable person with weapon
- 3) If weapon is not in immediate vicinity
 - a. Call 911/Police
 - b. Begin General Evacuation procedures without pulling alarm
 - c. Move swiftly to protected meeting place away from facility
 - d. Account for all participants at meeting place

D. Preventing Crowd Control Problems

- 1) Identify characteristics of expected audience to determine likely behaviors
- 2) Schedule activities to avoid periods of high crowd congestion and mass movement
- 3) Have security or ushers dressed in order to be clearly visible
- 4) Make provisions for a good public address system
- 5) Emergency Response Team should outline emergency plan for security, ushers, ticket takers and concession personnel
- 6) Provide walkie-talkies and/or cell phones to security and Emergency Team
- 7) Establish hand signals or other non-verbal means of communication for ushers and concession personnel to request help

- 8) Inspect facility to make sure no fire hazards are present
- 9) Check that all doors and exits are accessible and clearly marked
- 10) Check that attendance does not exceed capacity
- 11) Develop contingency plan if crowd gets unexpectedly large
- 12) Place staff in strategic areas where they can quickly respond to trouble
- 13) Arrange for adequate numbers of admissions areas, concession stands and rest rooms to avoid long lines/long waits
- 14) Establish procedures to quickly remove anyone who is: intoxicated, throwing things, being hostile or displaying other aggressive or disruptive behavior

Note: These guidelines are not legal advice, nor are they intended to be complete or definitive in identifying all hazards associated with emergency or safety procedures, in preventing crisis situations in your sports program, or in complying with any safety-related regulations or other laws.

APPENDIX F

US Lacrosse Emergency Medical Plan for US Lacrosse Teams & Leagues

TEAM/LEAGUE NAME: _____

FACILITY/VENUE NAME: _____

FACILITY ADDRESS: _____

This plan was created on: _____

I. Creating an Emergency Medical Plan

1. Establish written Emergency Procedures (see separate Emergency Plan Checklist). These procedures outline the responsibilities of the Emergency Response Team during a crisis.
2. Designate the Emergency Response Team and obtain the appropriate contact information for each member.
3. Complete this form for each team in your league. If a team plays on multiple fields or facilities, create a separate form for each facility/venue used.
4. Give a copy of the Emergency Plan to each member of the Emergency Response Team and make sure each person understands their role.
5. Obtain a Participant Medical Emergency Card for all participants on your team (see Section VII).
6. Keep a copy of the Emergency Plan in a binder, along with copies of each participant's Emergency Medical Card, the Emergency Plan Checklist and the Incident Report forms. Have this binder ON HAND at every practice, game and sponsored activity for quick access to this important information.

II. The Emergency Response Team

List the names of coaches, managers, and the certified athletic trainer who will be on site for practices, games & activities. These members of your organization will make up your Emergency Response Team. Also list other medical or emergency staff accessible to the team/league (ie., school's medical staff on-site, team doctors, campus police, etc.), who may provide additional assistance.

COACH 1

NAME: _____ CELL PHONE: _____

ADDRESS: _____

COACH 2

NAME: _____ CELL PHONE: _____

ADDRESS: _____

ASS'T COACH/MANAGER

NAME: _____ CELL PHONE: _____

ADDRESS: _____

ATHLETIC TRAINER

NAME: _____ CELL PHONE: _____

ADDRESS: _____

ON-SITE MEDICAL STAFF

NAME: _____ PHONE: _____

ADDRESS: _____

CAMPUS SECURITY

NAME: _____ PHONE: _____

ADDRESS: _____

OTHER

NAME: _____ PHONE: _____

ADDRESS: _____

III. Emergency Medical Communication

In addition to coaches' and managers' cell phones, list the nearest land-line phone number at the facility and indicate its location below:

ON-SITE PHONE # (LAND LINE): _____

PHONE LOCATION: _____

IV. Emergency Medical Training

Indicate which members of your team/league have training or certification in the following procedures:

Procedure	Certified Person's Name	Position	Cell Phone #
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General First Aid

CPR

AED (Defibrillator)

EPI-Pen Injections
(Epinephrine for Allergic reactions)

V. Emergency Medical Equipment

For each piece of equipment named below, indicate whether it is available at the site (Yes/No); who is responsible for it (does the coach normally carry the First Aid kit, or is it always maintained by the school infirmary's staff); and where is the equipment normally located.

Equipment Type	Yes/No	Person Responsible	Location
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First Aid/Trauma Kit

Splint Kit

Spine Board

AED (Defibrillator)

EPI-Pen (Epinephrine)

VI. Facility/Venue Directions

Have directions available to read to EMS operator or police when calling for emergency assistance.

1. The _____ facility is located at _____ between _____ and _____ streets.

2. Notable landmarks are: _____

3. The quickest access to the playing field is via _____
4. The quickest access to the gymnasium or locker room area is via _____
5. Attach facility or campus map to this Emergency Plan, marked with access and exit routes. Ensure that all members of the Emergency Response Team know the quickest route to the nearest hospital or emergency medical facility.

VII. Participant Medical Emergency Card

For Youth and High School teams, an important part of the Medical Emergency Plan is to collect a Participant Medical Emergency Card from each player. Keep this data on hand at every lacrosse activity, as part of your Medical Emergency Plan binder. Have each participant's parent or guardian complete the form prior to the start of the season.

US LACROSSE PARTICIPANT MEDICAL EMERGENCY CARD	
Player Name _____	Father's Name _____
Address _____	Father's Employer _____
City _____	Father's Daytime Phone _____
State _____ Zip _____	Mother's Name _____
Birthdate Mo: _____ Day _____ Yr _____	Mother's Employer _____
Age as of January 1 st _____	Mother's Daytime Phone _____
Home Phone _____	Family Doctor _____
<u>Person to notify if parents can't be reached:</u>	Doctor's Phone _____
Name _____	Special information regarding medical history:
Daytime phone _____	_____
Name _____	_____
Daytime phone _____	_____
CONSENT TO MEDICAL TREATMENT:	
If the above named participant needs emergency medical treatment and neither parent nor the family doctor can be reached, consent is hereby granted for such emergency treatment as may be considered necessary in the opinion of the attending physician.	
Signature of Parent/Guardian	Date
Print Name	

APPENDIX G

US Lacrosse Incident Report

It is important to have written incident reports on file regarding injuries, property damage or other incidents that may result in a claim against your team, league and US Lacrosse. Many such claims allege negligence, and written reports prepared immediately after an incident occurs are invaluable in defending these types of claims. In the event of a serious injury, it is important to ask for written statements from witnesses and individuals actually involved in the incident. One copy of the report should be sent to Bollinger Insurance, and the league office should keep a copy of the report for their own records, since many lawsuits are filed long after the injury occurs.

Attach any additional information that might be helpful in defense of a future claim, such as: police report, doctor's statement, pre-game field inspection report, routine facility maintenance report, photos taken at the time of the incident and written statements of witnesses.

This report is to be completed by:

Coach or Official For incidents occurring during regular, pre-season or post- season team activities
Director or Sponsor For incidents occurring during tournaments or special events
Director or Coach For incidents occurring during camps or clinics

1. General Information

DATE AND TIME OF REPORT: _____

REPORTER'S NAME: _____ POSITION: _____

HOME ADDRESS: _____

PHONE (H): _____ PHONE (W): _____

PHONE (CELL): _____ EMAIL: _____

EVENT/ACTIVITY: _____

DATE AND TIME OF INCIDENT: _____

LOCATION OF INCIDENT: _____

2. Provide full description of all events leading up to and including the incident: _____

3. Witnesses

<u>Full Name</u>	<u>Address</u>	<u>Statement Attached (Y/N)</u>
------------------	----------------	---------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Who responded to the incident (include all parties - Coaches, Athletic Trainers, Campus Security, Paramedics, Police, etc.): _____

5. If an Injury is involved, please provide the following:

Injured Person's Name: _____ Age: _____

Address: _____

Phone (H): _____ Sex: _____ Male _____ Female

Position: _____ Player _____ Coach _____ Official _____ Spectator _____ Other: _____

6. Describe injury (specify where on body, right or left side): _____

7. Was First Aid treatment required? _____

8. If yes, who provided First Aid treatment? _____

9. Please provide detailed description of surroundings, facility condition, weather condition, etc:

10. Other Comments: _____

11. Verification Statement: By signing this document, I verify that this report is true and correct to the best of my knowledge.

Coach's Signature: _____ Date: _____

Coach's Signature: _____ Date: _____

Official's Signature: _____ Date: _____

Official's Signature: _____ Date: _____

*Provide one copy to your league office or program administrator, and send one copy to:
Bollinger Insurance, US Lacrosse Insurance Plans, PO Box 390, Short Hills, NJ 07078
Phone: 800-350-8005 Fax: 973-921-2876 Web: www.bollingerlax.com*

APPENDIX H

US Lacrosse Waiver Forms - by Membership Category

Player Waiver

(SIGNATURE IS REQUIRED FOR ACCEPTANCE OF MEMBERSHIP) In consideration of my membership as a Player in US Lacrosse, and my participation in US Lacrosse recognized or sanctioned events, I agree to the following:

Waiver and Release: I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses, associated with participation in a lacrosse event. I further agree on behalf of myself, my heirs, and personal representatives, that US Lacrosse, the host organization, and sponsors of any US Lacrosse recognized or sanctioned event, along with coaches, officials, referees, umpires, volunteers, employees, agents, officers and directors of these organizations, shall not be liable for any injury, loss of life or other loss or damage occurring as a result of my participation in the event.

Medical Attention: I hereby give my consent to US Lacrosse and the host organization of any US Lacrosse recognized or sanctioned event to provide, through a medical staff of its choice, customary medical/athletic training attention, transportation and emergency medical services as warranted in the course of my participation in US Lacrosse recognized or sanctioned events.

Readiness to Compete: I will only participate in those US Lacrosse competitions or activities in which I believe I am physically and psychologically prepared to participate.

Code of Conduct: I have read and agree to all terms in the Code of Conduct on the second page of this form, especially with regard to my responsibilities as a Player.

Participant Primary Medical Insurance Carrier: _____ Policy Number: _____

Signature of Participant

Date

FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD: As legal guardian of this participant, I hereby verify by my signature below that I have read and fully understand each of the above conditions for permitting my child to participate in any US Lacrosse recognized or sanctioned event, and I accept each of the above conditions, especially the waiver and release set forth in paragraph one.

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date

Coach Waiver

(SIGNATURE IS REQUIRED FOR ACCEPTANCE OF MEMBERSHIP) In consideration of my membership as a Coach in US Lacrosse, and my participation in US Lacrosse recognized or sanctioned events, I agree to the following:

Waiver and Release: I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses, associated with participation in a lacrosse event. I further agree on behalf of myself, my heirs, and personal representatives, that US Lacrosse, the host organization, and sponsors of any US Lacrosse recognized or sanctioned event, along with coaches, officials, referees, umpires, volunteers, employees, agents, officers and directors of these organizations, shall not be liable for any injury, loss of life or other loss or damage occurring as a result of my participation in the event.

Medical Attention: I hereby give my consent to US Lacrosse and the host organization of any US Lacrosse recognized or sanctioned event to provide, through a medical staff of its choice, customary medical/athletic training attention, transportation and emergency medical services as warranted in the course of my participation in US Lacrosse recognized or sanctioned events.

Readiness to Compete: I will only participate in those US Lacrosse competitions or activities in which I believe I am physically and psychologically prepared to participate.

Code of Conduct: I have read and agree to all terms in the Code of Conduct on the second page of this form, especially with regard to my responsibilities and duties as a coach.

Participant Primary Medical Insurance Carrier: _____ Policy Number: _____

Signature of Participant

Date

FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD: As legal guardian of this participant, I hereby verify by my signature below that I have read and fully understand each of the above conditions for permitting my child to participate in any US Lacrosse recognized or sanctioned event, and I accept each of the above conditions, especially the waiver and release set forth in paragraph one.

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date

Official/Referee Waiver

(SIGNATURE IS REQUIRED FOR ACCEPTANCE OF MEMBERSHIP) In consideration of my membership as an Official, Referee and/or Umpire in US Lacrosse, and my participation in US Lacrosse recognized or sanctioned events, I agree to the following:

Waiver and Release: I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses, associated with participation in a lacrosse event. I further agree on behalf of myself, my heirs, and personal representatives, that US Lacrosse, the host organization, and sponsors of any US Lacrosse recognized or sanctioned event, along with coaches, officials, referees, umpires, volunteers, employees, agents, officers and directors of these organizations, shall not be liable for any injury, loss of life or other loss or damage occurring as a result of my participation in the event.

Medical Attention: I hereby give my consent to US Lacrosse and the host organization of any US Lacrosse recognized or sanctioned event to provide, through a medical staff of its choice, customary medical/athletic training attention, transportation and emergency medical services as warranted in the course of my participation in US Lacrosse recognized or sanctioned events.

Readiness to Compete: I will only participate in those US Lacrosse competitions or activities in which I believe I am physically and psychologically prepared to participate.

Code of Conduct: I have read and agree to all terms in the Code of Conduct on the second page of this form, especially with regard to my responsibilities as an Official, Referee and/or Umpire.

Participant Primary Medical Insurance Carrier: _____ Policy Number: _____

Signature of Participant

Date

FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD: As legal guardian of this participant, I hereby verify by my signature below that I have read and fully understand each of the above conditions for permitting my child to participate in any US Lacrosse recognized or sanctioned event, and I accept each of the above conditions, especially the waiver and release set forth in paragraph one.

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date

Cross Participant Waiver

(SIGNATURE IS REQUIRED FOR ACCEPTANCE OF MEMBERSHIP) In consideration of my membership as a Cross Participant, participating in more than one category of Player, Coach, Official, Referee and/or Umpire in US Lacrosse, and my participation in US Lacrosse recognized or sanctioned events, I agree to the following:

Waiver and Release: I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses, associated with participation in a lacrosse event. I further agree on behalf of myself, my heirs, and personal representatives, that US Lacrosse, the host organization, and sponsors of any US Lacrosse recognized or sanctioned event, along with coaches, officials, referees, umpires, volunteers, employees, agents, officers and directors of these organizations, shall not be liable for any injury, loss of life or other loss or damage occurring as a result of my participation in the event.

Medical Attention: I hereby give my consent to US Lacrosse and the host organization of any US Lacrosse recognized or sanctioned event to provide, through a medical staff of its choice, customary medical/athletic training attention, transportation and emergency medical services as warranted in the course of my participation in US Lacrosse recognized or sanctioned events.

Readiness to Compete: I will only participate in those US Lacrosse competitions or activities in which I believe I am physically and psychologically prepared to participate.

Code of Conduct: I have read and agree to all terms in the Code of Conduct on the second page of this form, especially with regard to my responsibilities as a Player, Coach, Official, Referee and/or Umpire.

Participant Primary Medical Insurance Carrier: _____ Policy Number: _____

Signature of Participant

Date

FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD: As legal guardian of this participant, I hereby verify by my signature below that I have read and fully understand each of the above conditions for permitting my child to participate in any US Lacrosse recognized or sanctioned event, and I accept each of the above conditions, especially the waiver and release set forth in paragraph one.

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date

Non-Member Waiver

(SIGNATURE IS REQUIRED IN ORDER TO PARTICIPATE) In consideration of my participation in US Lacrosse recognized or sanctioned events, I agree to the following:

Waiver and Release: I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses, associated with participation in a lacrosse event. I further agree on behalf of myself, my heirs, and personal representatives, that US Lacrosse, the host organization, and sponsors of any US Lacrosse recognized or sanctioned event, along with coaches, officials, referees, umpires, volunteers, employees, agents, officers and directors of these organizations, shall not be liable for any injury, loss of life or other loss or damage occurring as a result of my participation in the event.

Medical Attention: I hereby give my consent to US Lacrosse and the host organization of any US Lacrosse recognized or sanctioned event to provide, through a medical staff of its choice, customary medical/athletic training attention, transportation and emergency medical services as warranted in the course of my participation in US Lacrosse recognized or sanctioned events.

Readiness to Compete: I will only participate in those US Lacrosse competitions or activities in which I believe I am physically and psychologically prepared to participate.

Code of Conduct: I have read and agree to all terms in the Code of Conduct on the second page of this form.

Participant Primary Medical Insurance Carrier: _____ Policy Number: _____

Signature of Participant

Date

FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD: As legal guardian of this participant, I hereby verify by my signature below that I have read and fully understand each of the above conditions for permitting my child to participate in any US Lacrosse recognized or sanctioned event, and I accept each of the above conditions, especially the waiver and release set forth in paragraph one.

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date

APPENDIX I

US Lacrosse Lightning Policy

Definition:

Lightning occurs when a combination of natural weather forces come together to create an electrical impulse capable of great injury and damage. Lightning can occur many miles from the parent thunderstorm – outside the actual storm and visible thundercloud. This knowledge requires caution as the storm approaches as well as caution for many minutes after the storm passes.

A thunderstorm is formed from three different components: cold air, moisture and instability. Ice particles are a major factor in the development of lightning. As a thunderstorm moves through an area, it gathers positively charged particles from tall objects on the ground. The negatively charged particles in the cloud are attracted to the positively charged particles. A “stepped leader” develops from the cloud to the ground; the return charge is the lightning we see. While trees, poles and other objects can be a part of the electrical pathway, so can we!! The heat within a lightning charge can be as high at 50,000 degrees; it can contain up to 100 million volts.

Scope:

Approximately 1/3 of all individuals struck by lightning are involved in some type of recreational activity, either as a participant or as a spectator.

According to the National Weather Service, there are approximately 66 fatalities from lightning strikes per year. Of those struck about 10% are killed and the other 90% are left with some degree of disability.

Lightning has impacted the lacrosse community in May of 1991 at St. Albans in Washington, DC. Loss of life occurred when individuals took up shelter under a large tree. It is the obligation of all who participate in this great sport to prepare so this shall not happen again.

The prevention of lightning casualties rides on one major premise – *EDUCATION!!* Educate the lacrosse community on the seriousness of lightning hazards, and the practice of lightning safety by developing an emergency plan for prevention of lightning casualties and traumas.

Emergency Plan:

Prior to the individual practice or game, all participants should take note of the weather. If a thunderstorm is imminent the practice or game should be postponed. Dark clouds, winds picking up in intensity, sounds of thunder and lightning in the distance are enough clues that the weather is not conducive to good playing and spectating conditions. If the practice or game has begun, these signals should alert the coaches to suspend or postpone the event.

According to the National Athletic Trainer’s Association, the emergency plan for lightning should comprise six segments. The emergency plan must take into consideration game and practice facilities. The US Lacrosse Sports Science and Safety Committee recommends the following adjuncts to the NATA emergency plan. All of these recommendations should be in place prior to the first practice of the season.

1. *Leaving the field of play (practice/game).*

Rule books put the authority in the hands of the referee to make the call to leave the game field in inclement weather. However, it is important that members of the coaching/event staff give appropriate input to game officials prior to the decision to seek safe shelter. If two games are being played at the same time, the decision made by officials/umpires at one field will be immediately communicated to the other field and followed. At a practice, coaches are urged to use common sense to provide a safe environment for their charges.

2. *Outside weather observer.*

A member of the coaching staff who has few responsibilities during play, a member of the supervisory staff for the event, and other appropriate lacrosse related individuals shall advise the officials on the change of the weather. If the coach or supervisory staff feels that play should be interrupted at any time due to severe weather warnings or other risk management issues, they should have the power to go onto the field and tell the nearest official to suspend play immediately. The time of stoppage must be noted by an on-field official. Parents, fans and like individuals with varied vested interests shall not be involved in this action.

3. *Local Forecast.*

A member of the administrative staff, coaching staff or medical staff shall be assigned to monitor the weather forecast during the day. Changing weather conditions may make it necessary to bring in another individual to do the monitoring.

4. *Shelter.*

When it becomes evident that shelter may be necessary, team officials should employ the "30-30 Rule." That is, when one sees lightning – one begins counting in seconds until one hears thunder. If one hears thunder in 30 seconds or less, go quickly to shelter. Keep in mind that this rule cannot prevent against the first lightning strike. And, outdoor activities which require moving large groups of people to a distant shelter will require more time than that allotted by the "30-30 Rule".

Safe shelter shall be inside a substantial building, away from doorways and windows. Baseball/Softball dugouts are not appropriate. The shelter shall be able to keep the athletes and fans comfortable for up to 1 hour or more. While less than ideal, an enclosed motor vehicle will suffice. Avoid contact with the steering wheel, ignition, keys and/or radio.

If one cannot get inside to a safe shelter, go to a lower elevation to minimize the risk. Stay away from fields, bleachers, trees, poles, light posts. Avoid unprotected open shelters, metal fences and structures.

If still trapped outside where there is imminent risk of being struck, there are steps one may take. Imminent risk may be noted by the hair on arms and neck standing straight up, skin tingling, hearing a crackling sound. Move several feet away from another person and use the "lightning crouch" to minimize one's risk. Put the feet together, squat down, tuck the head and cover the ears. When immediate threat of lightning has subsided go to a safe shelter.

5. *Suspension of Play.*

The recommendation from NWS, the NATA and the NFHS is that all athlete and fans shall remain in shelter for 30 minutes past the last lightning observed. US Lacrosse advises this waiting period.

Resumption of Play following a Game Interruption

If a game is stopped under the above circumstances, the remaining time will be played as soon as possible with the score resuming from the stoppage point. The decision as to when the game will be resumed will be made by the games committee.

Teams will be allowed to warm up following a game interruption as follows:

- ∞ If the delay is not more than 30 minutes, a 10-minute warm-up will be allowed
- ∞ If the delay is between 30 and 60 minutes, a 15-minute warm-up will be allowed.
- ∞ If the delay is more than 60 minutes, a 20-minute warm up will be allowed.

By mutual consent of both coaches, the above warm-up times may be shortened.

6. *Lightning detection devices.*

The technology today gives several options to athletic and recreational supervisors to employ for lightning detection. Take caution, however, that these detectors rely on skilled installation and use. According to the National Weather Service (NWS) anecdotal evidence exists of systems failing to detect weak and/or intermittent lightning. There is also evidence of systems being installed incorrectly as well as used incorrectly. US Lacrosse Sport Science and Safety Committee will not recommend any particular manufacturer or lightning detection device. The purchase of any such safety equipment should be preceded by an evaluation of the needs of the program, training, geographical features of the facilities and designated users.

The recommendation of the NWS is to use these devices as a back-up to the "30-30 Rule."

The National Lightning Detection Network (NLDN) works to detect lightning activity in some regions. Alerts to a pager, email or cell phone may be available in your area by a commercial vendor.

The best detection however, may be the old dictum, "If you hear it, fear it; if you see it, flee it." Watch the sky, be ready to vacate the fields should thunderstorms start to develop and avoid the threat of lightning strikes altogether.

Emergency care for the injured.

In the unfortunate circumstance that someone should be struck by lightning there are a couple of key points to remember. This is most likely to be a cardio-respiratory emergency. The injured person is no longer a threat to the rescuer as there is no continuation of electrical impulse through the victim.

The proper steps for emergency care are:

1. ABCs – airway, breathing, circulation
2. Send for EMS (911)
3. Provide CPR/mouth-to-mouth resuscitation as required
4. Should an AED be available, connect it as soon as possible and run and evaluation of the injured person. If necessary, charge and administer an impulse.
5. Continue until EMS arrives and can take over the rescue.

References:

National Athletic Trainers' Association: www.nata.org

"Position Statement: Lightning Safety for Athletics and Recreation"

Walsh, K; Bennett, B; Cooper, MA; Holle, R; Kithil, R; Lopez, R;

Journal of NATA, 2000/Dec Vol 35, No. 4

Resources:

National Weather Service: www.lightningsafety.noaa.gov

National Federation of State High School Associations (NFHS): www.nfhs.org Sports Medicine Handbook

National Collegiate Athletic Association (NCAA): www.ncaa.org Sports Medicine Handbook

Lightning Strike and Electric Shock Survivors network: www.lightning-strike.org

The National Lightning Detection Network (NLDN): www.lightningsafety.com

APPENDIX J

Lacrosse is the oldest American sport. Native Americans played lacrosse centuries ago, long before our colonies were settled. Through lacrosse, Native Americans celebrated and emphasized their spiritual and cultural values. US lacrosse has partnered with the Positive Coaching Alliance to promote positive coaching and good sportsmanship for all levels of lacrosse. US Lacrosse has included the following "Lacrosse Code of Conduct" as part of its membership application to encourage and foster appropriate values in players, coaches, parents, officials and spectators. US Lacrosse believes that it should be a priority of every lacrosse player, team, program and league to "Honor the Game."

US LACROSSE CODE OF CONDUCT

Players, coaches, officials, parents and spectators are to conduct themselves in a manner that "Honors the Game" and demonstrates respect to other players, coaches, officials, parents, spectators and fans. In becoming a member of the lacrosse community an individual assumes certain obligations and responsibilities to the game of lacrosse and its participants. The essential elements in this "Code of Conduct" are HONESTY and INTEGRITY. Those who conduct themselves in a manner that reflects these elements will bring credit to the sport of lacrosse, themselves, their team and their organization. It is only through such conduct that our sport can continue to earn and maintain a positive image and make its full contribution to amateur sports in the United States and around the world. US Lacrosse supports the following behaviors for those who participate in the sport or are involved in any way with US Lacrosse. The following essential elements of the "Code of Conduct" must be followed:

- ❖ Sportsmanship and teaching the concepts of fair play are essential to the game and must be taught at all levels and developed both at home and on the field during practices and games.
- ❖ The value of good sportsmanship, the concepts of fair play, and the skills of the game should always be placed above winning.
- ❖ The safety and welfare of the players are of primary importance.
- ❖ Coaches must always be aware of the tremendous influence they have on their players. They are to strive to be positive role models in dealing with young people, as well as adults.
- ❖ Coaches should always demonstrate positive behaviors and reinforce them to players, parents, officials and spectators alike. Players should be specifically encouraged and positively reinforced by coaches to demonstrate respect for teammates, opponents, officials and spectators.
- ❖ Players should always demonstrate positive behavior and respect toward teammates, opponents, coaches, officials, parents and spectators.
- ❖ Coaches, players, parents and spectators are expected to demonstrate the utmost respect for officials and reinforce that respect to players/teammates. Coaches are also expected to educate their players as to the important role of lacrosse officials and reinforce the ideal of respect for the official to players/teammates.
- ❖ Grievances or misunderstandings between coaches, officials or any other parties involved with the sport should be communicated through the proper channels and procedures, never on or about the field of play in view of spectators or participants.
- ❖ Officials are professionals and are therefore expected to conduct themselves as such and in a manner that demonstrates total impartiality, courtesy and fairness to all parties.
- ❖ Spectators involved with the game must never permit anyone to openly or maliciously criticize, badger, harass or threaten an official, coach, player or opponent.
- ❖ Coaches must be able to demonstrate a solid knowledge of the rules of lacrosse, and should adhere to the rules in both the letter and the spirit of the game.
- ❖ Coaches should provide a basic knowledge of the rules to both players and spectators within his/her program. Attempts to manipulate rules in an effort to take unfair advantage of an opponent, or to teach deliberate unsportsmanlike conduct, is considered unacceptable conduct.
- ❖ Eligibility requirements, at all levels of the game, must be followed. Rules and requirements such as age, previous level of participation, team transfers, etc, have been established to encourage and maximize participation, fair play and to promote safety.

APPENDIX K

US Lacrosse Business Use Auto Policy and Golf Cart Use

Vehicle Operations

- a) Any person operating a vehicle on behalf of US Lacrosse, its Chapters and Affiliates must be insurable and hold a valid driver's license. If the person's license is revoked or suspended for any reason, he/she would not be allowed to drive on the behalf of US Lacrosse.
- b) All drivers are responsible for safe and responsible driving and are expected to follow posted speed limits, practice defensive driving, wear seat belts, and avoid any activity that has the potential to divert attention from driving safely (i.e. cell phones, make up application, etc.)
- c) *No vehicle may be operated by anyone under the influence of illegal drugs or alcohol.*
- d) Motor Vehicle Record (MVR) Verifications - To promote safety and to mitigate the high risks and costs associated with the operation of vehicles, a copy of the drivers MVR will be required before they drive on our behalf. These records will produce a 3-year history of traffic violations and will help ensure that safe and responsible persons are driving. Persons with multiple moving violations and/or at-fault accidents will not be allowed to drive on our behalf.
- e) **All** accidents must be reported to the organization and to your insurance carrier as quickly as possible – same day. Such reporting is necessary to assure that all facts of the accident are available.

Directives for the Use of a Personal Vehicle on Company Business

Prior to using a personal vehicle for company business, the driver must:

- a) *Have a valid driver's license.*
- b) *Have liability insurance – Recommended limits 100,000/300,000/50,000.*
- c) *An accident report must be submitted to the insurance carrier and US Lacrosse as quickly as possible – same day, regardless of whether it is or is not necessary to furnish an accident report to the State Motor Vehicle Bureau.*

Directives for the Use of a Rented Vehicle on Company Business

In renting a vehicle for company business, the driver must:

- a) *Have a valid driver's license.*
- b) *Not let anyone to drive the rental vehicle who is not designated on the rental contract as a driver*
- c) *Report any accident immediately to the local police and the rental company. Submit copies of all accident reports filled out for the rental agency to US Lacrosse*

Directives for the Use of a Rented Golf Carts on Company Business

Guidelines to ensure the safe operation of golf carts:

- a) *Drivers limited to licensed and specific authorized drivers.*
- b) *Observe the passenger limit (2 or 4 persons)*
- c) *Occupants should wear the seat belts and remain seated with all appendages inside the cart.*

- d) Speed of the cart is determined by the terrain, equipment carrying, weather conditions, weight of the cart, and no faster than a walking pace.*
- e) Drive slowly through turns and give pedestrians right of way.*
- f) No standing on rear of cart.*
- g) Seek shelter if lightning is present and not within the cart.*
- h) Place cart in "Neutral" when not in use and secure with a cable and lock.*
- l) Do not drive the cart in the dark unless equipped with headlights and windshields.*

Driver Qualifications Criteria

The following driver standards have been implemented by US Lacrosse to manage the potential liability exposures related to the use of personally owned vehicle on our behalf.

DRIVERS QUALIFICATION

1. **AGE REQUIREMENT**
Must be at least 21 years old.
2. **DRIVING EXPERIENCE**
Minimum of 3 years driving.
3. **DRIVING AND ACCIDENT RECORD**
 - ∞ **NO** more than 2 moving traffic violations or **NO** more than 1 moving violation and 1 preventable accident during the previous 36 months.
 - ∞ **NO DRIVING UNDER the INFLUENCE or D.U.I. (Drug or Alcohol) conviction during the previous 5 years in a commercial or personal motor vehicle.**
 - ∞ **NO VEHICULAR HOMICIDE**
 - ∞ **NO OPERATING A VEHICLE with a Suspended or Revoked Drivers License**
 - ∞ **NO USING A VEHICLE in the commission of a Felony**
 - ∞ **NO OPERATING A VEHICLE without permission, - Unauthorized Use or Grand Theft**
 - ∞ **NO RECKLESS DRIVING or SPEED CONTESTS**
 - ∞ **NO LEAVING THE SCENE OF AN ACCIDENT - Bodily Injury or Physical Damage**

Motor Vehicle Record Review Policy

It is our policy and requirement for driving that every potential driver will submit to a motor vehicle record (MVR) check and that the record meets the grading requirements stated below. MVRs will be examined prior to someone driving on our behalf.

The standards for MVRs are as follows:

1. All operators must have a valid driver's license for at least three years.
2. No one can drive on our behalf with a "borderline" or "poor" MVR. MVRs will be graded based on the table below, as minimum requirements.
3. Driving records must remain "acceptable" or "clear," as graded on the table below.

Motor Vehicle Grading Criteria (last three years)

Number of Minor Violations	Number of preventable accidents			
	0	1	2	3
0	Clear	Acceptable	Borderline	Poor
1	Acceptable	Acceptable	Poor	Poor
2	Acceptable	Poor	Poor	Poor
3	Borderline	Poor	Poor	Poor
4	Poor	Poor	Poor	Poor
Any major violation	Poor	Poor	Poor	Poor
Minor Violation: Any minor violation other than a major except:			Major Violations	
<ul style="list-style-type: none"> ∞ Motor vehicle equipment, load or size requirement ∞ Improper/failure to display license plates ∞ Failure to sign or display registration ∞ Failure to have driver's license in possession (if valid license exists) 			<ul style="list-style-type: none"> ∞ Driving under influence of alcohol/drugs ∞ Failure to stop/report an accident ∞ Reckless driving/speeding contest ∞ Driving while impaired ∞ Making a false accident report ∞ Homicide, manslaughter or assault arising out of the use of a vehicle ∞ Driving while license is suspended/revoked ∞ Careless driving ∞ Attempting to elude a police officer 	

Established Insurance Company guidelines will be used to determine if an accident is preventable or non-preventable.

Acknowledgment and Consent Agreement

I have read or had this business use auto/golf card policy read to me. I have had the opportunity to ask questions and fully understand the meaning and intent of this policy. By signing below, I acknowledge having receipt of this policy and consent to agree to abide by the contents. I understand that violation of any aspect of this policy will result in immediate termination and I may be held financially responsible for damages.

Name (printed) _____

Signature

Today's date