

2009-10

SUMMARY OF INSURANCE

COVERAGES FOR MEMBERS

General Liability
Excess Accident
Catastrophic
Directors and Officers
Crime Coverage



**A joint publication of USA Hockey's
Risk Management and Member Services**

*USA HOCKEY is not an insurance company and does not sell insurance.
The insurance and various coverages are only some of the many
benefits of your membership with USA Hockey.*

THIS IS NOT AN INSURANCE POLICY.

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Please read this handbook and keep it in a safe place. USA Hockey provides the following described coverages for itself and its members. The following descriptions are not complete and are not contracts of insurance: rather, they are summary statements of the coverages provided to USA Hockey members. Complete provisions pertaining to the coverages are on file with USA Hockey, and if any provisions differ from this summary, the actual coverage provisions will govern. All coverages are determined by terms, conditions and exclusions, and are subject to change without notice.

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NEW ENGLAND DISTRICT – Connecticut, Maine, New Hampshire, Rhode Island, Vermont
NEW YORK DISTRICT – New York
NORTHERN PLAINS DISTRICT – Montana, North Dakota, South Dakota, Wyoming
PACIFIC DISTRICT – Alaska, California, Hawaii, Nevada, Oregon, Washington
ROCKY MOUNTAIN DISTRICT – Arizona, Colorado, Idaho, New Mexico, Oklahoma, Texas, Utah
SOUTHEASTERN DISTRICT – Alabama, Arkansas, District of Columbia, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia

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GENERAL LIABILITY COVERAGE

General liability coverage provides commercial general liability insurance with a \$1,000,000 limit of coverage, per occurrence, with no general annual aggregate limit. This coverage protects USA Hockey and its registered members against claims of negligence during a USA Hockey-sanctioned event. (Policy exclusions apply to this coverage; for additional information contact Patricia Wallace at Aon Benfield – 973-463-6245).

Basic Liability Program

Provides broad legal liability protection and defenses for USA Hockey, USA Hockey-affiliated organizations and their officers directors, coaches, managers, officials, players, sponsors and volunteers against actions which arise out of an accidental bodily injury that results in a liability claim being brought against any (or all) of them while they were acting within the scope of their responsibilities on behalf of USA Hockey.

The policy, which is purchased by USA Hockey, is written on an “occurrence” form, with a policy limit of \$1,000,000 per occurrence and without a general aggregate limit. Products-Completed Operations does, however, have a \$1,000,000 aggregate.

All activities, necessary or incidental, for a registered team to conduct its practices, exhibitions, scrimmages, scheduled games and post season play including, but not limited to, fundraising, team meetings and award banquets are covered by this general liability policy (see sanctioned events).

Major Coverages Provided By This Policy Include:

- Bodily Injury and Property Damage Liability protection against allegations of negligence resulting in bodily injury to another, or damage to the property of others.
- Personal Injury Liability — legal liability to protect against claims for libel, slander, defamation of character, wrongful eviction, invasion of privacy and similar allegations.
- Contractual Liability for protection of various contracts and agreements under which the liability of another entity is assumed or transferred to the lessee (team or association) (see contract clauses).
- Independent Contractor Liability for protection against claims of liability arising out of operations performed by others under contract with USA Hockey or its affiliated groups.
- Premises Medical Payments coverage provides medical benefit payments to members of the public who are injured during, or arising out of, a covered activity.
- Participant Legal Liability provides coverage (subject to policy exclusions) for claims brought by participants in a hockey game against other member insureds. **NOTE: The policy specifically excludes player vs. player claims (such as: assault & battery/fighting claims).**

Major Exclusions Include (but are not limited to):

- Immediate medical payments to athletes injured while participating in a covered event.
- Assault & battery/fighting (i.e., player versus player, etc.).
- Player versus player actions and lawsuits.
- Intentional acts or criminal allegations.
- Sales of liquor and alcoholic beverages.
- Professional medical malpractice claims.
- Liability arising out of the use of owned, non-owned, hired or rented vehicles of any type.
- Damage to the property of others while in the care, custody and control of an insured (i.e., personal property of coaches, players, officials, etc.).

NOTE: The above information is simply a brief outline of the more important policy features. Please contact Patricia Wallace at Aon Benfield – 973-463-6245.

CATASTROPHIC COVERAGE

Catastrophic injury insurance provides \$2,000,000 insurance for a seriously injured member's medical, dental or rehabilitation expenses which are greater than \$25,000 (which is the policy's deductible). An important policy benefit is the provision of case management/assistance services. To report a catastrophic injury contact your District Risk Manager.

Description of Coverage

The Catastrophic Injury Insurance coverage provides up to \$2,000,000 of benefits to an eligible, insured person, during their lifetime, subject to satisfying the policy's \$25,000 deductible, within a two year period, for losses due to a catastrophic injury in excess of any other valid and collectible insurance.

Who is an Insured Person?

All registered members of USA Hockey, including players, coaches or officials. The coverage may also extend to volunteer members of USA Hockey, but only while they are acting within the scope of their direct responsibilities on behalf of USA Hockey.

What is a Covered Event?

A competition, game or event which is sponsored or sanctioned by USA Hockey or its affiliated associations, and includes pre-competition activities and practice sessions, which are authorized, organized and supervised by the team's coach or other adult designated by the team's coach to supervise and coordinate such practice activities. Travel to or from practice sessions is excluded.

What is a Catastrophic Injury?

An injury that is sustained by an insured person during participation in a sanctioned event or covered activity, including:

- While participating in a sanctioned event, or performing directly assigned duties in connection with a sanctioned event; or
- While traveling as a team to and from the location of a sanctioned event; or
- While the insured person is engaged in an activity or on travel that is authorized by USA Hockey's National Staff, during a temporary stay at the location of a sanctioned event; and
- Which results in a bodily injury to the insured person, who incurs a minimum of \$25,000 (or more) of medical or dental (or a combination of these) expenses, (hereafter called the deductible) which is expended within two (2) years from the date of the covered accident.

Catastrophic Injury Benefits

- Medical and Dental Expense — A \$2,000,000 lifetime limit of benefits per accident, which may pay up to 100% of reasonable, customary and medically-necessary covered expenses.

Losses of this nature should be immediately reported to the District Risk Manager.

CATASTROPHIC INJURY REPORTING PROCEDURE

Whenever any injury is reported to a District Risk Manager, Registrar, Referee-in-Chief, or any other administrator, that appears to be severe or potentially life-changing in nature, it is crucial that the following steps (procedures) be taken immediately:

1. Obtain Accurate Information Relative to the Incident and Injury

- a. It is extremely important to keep in mind that you are representing the interests of both USA Hockey, Inc., and the injured person. **Our responsibility is to obtain the basic injury information required for a catastrophic injury report so that case management services can contact the injured person promptly and assist with the needs of the member and the family.** It is also important for the District Risk Manager to determine if there is any immediate action that can be taken to prevent a recurrence of the incident/injury.
- b. **Medical questions and/or inquiries relative to the extent of the injury should be left up to the treating doctors and case management services.** Persons asking such questions or inquiries should be directed to contact the District Risk Manager.
- c. A copy of the "Catastrophic Injury Report," which is required to be used in reporting all incidents involving an actual (or potential) catastrophic injury, can be found in this booklet. It is necessary to obtain as much information as possible once an initial notification has been made to you; a preliminary report form should be completed and submitted immediately to your District Risk Manager. The appropriate District Risk Manager's fax number may be found in the listing in the front of this booklet.
- d. It is also important that a copy of the preliminary report form be sent to the person reporting the injury, or to the person that they suggest is the most knowledgeable about the incident and/or injury. It is important that all available information be gathered and not missed; time is critical. Information gathering must be done quickly, completely and submitted as promptly as possible to the District Risk Manager.
- e. It is also extremely important that the location of the injured person be determined (clinic, hospital, home, etc.), along with the address and telephone number of the medical facility and the name of the medical contact (MD, RN, case manager, etc.), so that the insurance carrier's case management staff can immediately make contact with the treatment staff, the injured party and the parent/guardian or family members.

2. Follow Up With the Injured Person, Parent or Guardian and/or Family

- a. In the event that you have not already spoken directly with the injured person, their parents/guardian or family members, it is strongly recommended that you do so promptly. Inform them that you were notified and that a report of the incident is being immediately submitted to USA Hockey and the insurance carrier(s). **Please inform them that someone from our insurance claims staff will be contacting them shortly. Do NOT accept responsibility for the injury having occurred.**
- b. The District Risk Manager should also give them his/her name and telephone number, and any other pertinent names and telephone numbers.

3. Periodic Follow-up is Recommended

It is strongly recommended that the District Risk Manager make additional follow-up contacts with the injured person, their parents/guardian or family members after the initial contact. Such periodic contacts should be made at 15-30 day intervals, or more frequently (if needed), to reassure the injured party, their parents/guardian or family members that USA Hockey has not forgotten about them or their injury situation.

In addition to showing our concern, these follow-up contacts will ensure that there has been proper follow-up by our insurance carrier's claims staff (and their case managers), and will encourage the injured person, the parents/guardian or family members to contact the District Risk Manager if they have any questions, concerns, or issues about the claim, treatments, expenses, etc. They need to know that the hockey community is with them.

4. Compassion and Support

- a. It is imperative that all persons, when making either the initial contact or any subsequent follow-ups, recognize that the actual severity of an injury may not be fully understood, and that there may be a number of possible reactions to the injury, ranging from fear to anger. It is important that the District Risk Manager (and any others) display calmness and compassion, and that they reassure the injured person, their parents/guardian and family members that they will be given assistance and that USA Hockey will work to assist them to deal with the incident/injury.
- b. In the event the injured person, their parents/guardian or family members express any concern about the way the case is being handled, you should immediately contact you District Risk Manager.
- c. The District Risk Manager will notify others as necessary.

5. Legal Issues/Concerns

- a. When a catastrophic injury is reported, especially when the full extent of an injury is undetermined, the injured person, their parents/guardian or family members may make comments/inferences about seeking legal representation or pursuing litigation. Such comments/inferences may be a reaction to the occurrence of the injury. Should this occur, simply acknowledge their comment and advise them that you can have the District Risk Manager contact them if they believe that would be of assistance.



Catastrophic Injury/Spectator Injury Incident Report



Use this form only to report potential catastrophic injuries or spectator injuries. This is **not** a claim form and does not trigger an insurance claim. **This form is for reporting purposes only.**

Name of Injured: _____ Date of Birth: _____

Name of Parent (if a minor): _____

Address: _____ City: _____ State: _____

Telephone: _____

Local Program/Club Name: _____

Address: _____

Contact(s) & Phone #(s): _____

Date of Incident: _____ Location: _____

Game, Practice, Other: _____ Age Category: _____

Team: _____

Coach Name and Phone #: _____

Description of Incident: _____

Description of Injuries or Property Damage: _____

Medical Information: (Injury, Ambulance, Hospital and Doctor, On-Site Trainer or EMT): _____

Report Filed By: _____ Phone #: _____

Date of report: _____

Send or fax report to Your District Risk Manager or Associate Risk Manager, as soon as possible.

PARTICIPANT ACCIDENT (EXCESS) COVERAGE

This coverage is provided for registered members participating on all USA Hockey registered ice hockey teams and registered officials. Covered medical and dental expenses are payable, secondary to any valid and collectible insurance the registered member has in force at the time of the accident. The deductible portion up to \$1,000 of any primary insurance is neither covered nor eligible for reimbursement. **If the registered member has no valid and collectible insurance in force at the time of the accident, a deductible of \$3,500 will apply.** To file an accident claim, contact your local program registrar for a claim form. If you don't have their contact information, please call USA Hockey Member Services at (719) 576-8724, ext. 123.

Participant Accident (Excess) provides coverage, **on an excess basis**, for accidental medical expenses, accidental death and dismemberment, and/or paralysis resulting from an accidental bodily injury while participating as a member of a team during a USA Hockey-sanctioned game, official tournament game, controlled scrimmage or practice session involving ice hockey. A member is also covered **on an excess basis** while traveling, as a team, directly to and from a sanctioned game or official tournament in which their team is scheduled to participate. Coverage for travel to and/or from practice sessions is excluded.

Coverage Benefits for Eligible Members

ACCIDENTAL (EXCESS) MEDICAL EXPENSE — The coverage may pay up to a maximum of \$25,000 for covered medical expenses incurred for medically-necessary treatment required as a result of an accidental bodily injury. **There are limited dental and physical therapy benefits.** Please contact K&K Insurance Group for limits. The first bills for any covered expenses must be incurred within 30 days of the accidental bodily injury.

All medical and dental expenses are payable in excess **and only after** all other valid and collectible insurance in force at the time of the accident has been applied to the claim. **The deductible portion of any primary insurance up to \$1,000 is not covered, nor eligible, for reimbursement by this excess coverage. In the event that there is NOT valid and collectible insurance in force at the time of the accident, a deductible of \$3,500 will be applied before this coverage will respond to the claim.**

- \$10,000 Accidental Death and Coma – Loss must occur within one year from the date of the accident.
- \$12,500 Loss Of Sight
- \$18,750 Dismemberment or Paralysis of arm or leg
- \$12,500 Dismemberment of hand or foot

Benefits subject to coverage limitations. Please call K&K Insurance Group or your District Risk Manager for details.

Definitions (for the preceding benefits):

- **Covered Expenses** mean those expenses incurred within two years from the covered accident date and submitted no later than 15 months from when the expense was incurred for payment of: treatment by a licensed physician or osteopath, or any of their designated referrals; admission to a legally constituted hospital; x-rays or radiological exam; or transportation by an emergency vehicle or ambulance.
- **Accidental Bodily Injury** means bodily injury that is accidental and is incurred during a covered activity; is the direct source of the loss; and is independent of any disease, bodily infirmity or other cause.

EXCLUSIONS FROM COVERAGE:

Coverage excludes losses caused by, or resulting from the following: self-inflicted injuries; suicide; war; illness or infections; travel in any aircraft (except as a fare paying passenger on a commercial aircraft operated by a licensed, regulated carrier); being under the influence of alcohol, illegal drugs or narcotics. **In addition, the deductible portion of any primary insurance up to \$1,000 is not covered, nor eligible for reimbursement by this excess coverage.**

The following medical and/or dental expenses are NOT COVERED (excluded): diathermy; light therapy; shortwave or other heat treatment; repair or replacement of pre-existing dentures, fillings or crowns; replacement or repair of eyeglasses, contact lenses or a prescription for them; treatment by a masseur; and services or treatment given by a physician or other person who is a member of the injured person's immediate family.

USA Hockey provides the following described coverages for itself and its members. The following description of coverages are not complete and are not contracts of insurance: rather, they are summary statements of the coverages provided to USA Hockey members. Complete provisions pertaining to the coverages are on file with USA Hockey, and if any provisions differ from this summary, the actual coverage provisions will govern.

All coverages are determined by terms, conditions and exclusions and are subject to change without notice.

FILING A CLAIM

To report a claim for USA Hockey Excess Accident coverage:

- **File with your primary insurance carrier. If uninsured, disregard this step.**
- **Contact your local program registrar for a claim form. If you don't have their contact information, please call USA Hockey Member Services at (719) 576-8724, ext. 123.**

DIRECTORS AND OFFICERS LIABILITY INSURANCE AND CRIME COVERAGE

D&O LIABILITY INSURANCE

USA Hockey members have coverage to protect themselves and their local associations, clubs or teams from the threat of a lawsuit. In today's climate, it is a prudent business decision to protect the organization, its assets and its membership, especially the organization's directors and officers. Lawsuits today may arise from allegations of errors, omissions, negligent conduct, discrimination, improper decision-making, negligent retention of unfit personnel, and many more such claims. These threats continue to increase, and they threaten affiliates, leagues, local associations, teams and other operations.

Coverage includes:

- Liability limit of \$1,000,000
- Deductible of \$1,000
- Acts beyond granted authority
- Wrongful termination, rejection or suspension of players or coaches
- Failure to deliver services
- Discrimination (based on age, race, sex, etc.)
- Lack of supervision/improper supervision
- Libel, slander and defamation of character

CRIME COVERAGE

Member organizations also have a policy of Crime Insurance to protect themselves against a monetary loss caused by an employee or volunteer who might steal funds (theft, embezzlement, etc.).

Coverages for Affiliate Associations and Districts:

- Limit of liability \$100,000
- Deductible of \$10,000

Coverages for Team, Clubs and Leagues:

- Limit of liability \$50,000
- Deductible of \$1,000

Note: USA Hockey's crime coverage may not be adequate for all member organizations. Some organizations may control funds in excess of the maximum limits above. USA Hockey suggests that all member organizations review their exposure and purchase additional coverage where deemed necessary.

**Please contact your District Risk Manager (listed
in the front of the book) for further details.**

DEFINITIONS

Accident Coverage	Coverage provided to pay medical expenses for members caused by accidental injury and/or a specific sum(s) for death, loss of sight, or loss of limbs. This may also be known as participant accident, sports accident or excess medical coverage.
Additional Insured	<p>A person, rink or arena, company, or other party which is NOT the named insured (USA Hockey) on the policy, who will be protected by the terms of the USA Hockey insurance policy.</p> <p>NOTE: Additional insureds are NOT protected against their own actions, but are protected only if they are sued because of an injury or damage which is alleged to have been caused by the action (or an action) of the named insured.</p>
Certificate of Insurance	A document, prepared and signed by an insurance company or its designated representative (agent, broker, etc.) on behalf of an insured, evidencing that the named insured has a policy of insurance and detailing what insurance(s) have been purchased.
Hold Harmless Agreement	A provision within a contract which may obligate one party to assume the responsibility for the legal liability of another party to the contract for any and all losses, damages or other situations. USA Hockey has a model contract available through its Risk Management Program and the District Risk Managers which contains a mutual version of the hold harmless.
Host Liquor	The provision of alcoholic beverages as an incidental part of an activity, and which does not require the possession of a liquor sales license by the entity conducting the activity (i.e., fundraisers, etc.).
Liquor Liability	The responsibility associated with the selling, serving and/or providing alcoholic beverages to others as a part of a business and which requires the business to possess a valid liquor sales license.
Negligence	The failure to provide proper supervision, care or attention on behalf of other persons during an activity or event which results in an accident, injury or damage to property. Proper supervision, care or attention are defined as, "...what a reasonable, prudent person, of ordinary intelligence, would do under a similar condition(s)..."
Registered Member	A person who has completed the proper registration process with their local program.
Waiver & Release	A waiver is the legal relinquishment of a specific right or the legal opportunity to present a claim or to file a lawsuit for an accident. A release is also a form of legal relinquishment and is the acknowledgment of having given up the right to a claim or lawsuit.

CLAIMS REPORTING

In the event of an actual injury, or an incident involving a possible injury, the following procedures should be used to report these injuries to the proper claims personnel.

PLAYER and COACH CLAIMS

- **Participant Accident (Excess Medical) Claims**

All claims reports should be made to the injured person's primary personal or group health insurance company first, for a determination of possible benefits. Only after the injured person has reported the injury to their **primary provider**, should they contact their local program registrar for a claim form. If you don't have their contact information, please call USA Hockey Member Services at (719) 576-8724, ext. 123.

- **Catastrophic Injury Claims**

It is extremely important that anyone knowing of an actual (or a possible) catastrophic injury, to a player or coach, **immediately notify** the District Risk Manager. The immediate notice helps to ensure a prompt response from USA Hockey and our insurance claims personnel.

The proper reporting forms may be obtained from the District Risk Manager. **NOTE:** A complete listing of District Risk Managers' phone numbers is found in the front of this booklet.

OFFICIAL'S CLAIMS

- **Official's Participant Accident (Excess Medical) Claims**

All claims reports should be made to the injured official's **primary** personal or group health insurance company first, for a determination of possible benefits. Only after the injured official has reported the injury to their **primary provider**, should they notify their District Referee-in-Chief. Unless they notify the District Referee-in-Chief, their claim will not be processed. The telephone numbers for the District Referees-in-Chief may be found in the front of this booklet.

- **Official's Catastrophic Injury Claims**

It is extremely important that anyone knowing of an actual (or a possible) catastrophic injury to an official **immediately notify** the District Risk Manager or the District Referee-in-Chief. The immediate notice helps to ensure a prompt response from USA Hockey, and from our insurance claims personnel, to assist the injured person and their family members, as needed.

LIABILITY CLAIMS

- If anyone advises you that someone other than a registered member of USA Hockey, has an actual or potential claim arising out of an incident or an injury, or arising out of a possible dispute between USA Hockey members, **you should notify your District Risk Manager promptly**. The District Risk Manager will notify the appropriate member(s) of USA Hockey's national office staff, and will conduct any necessary preliminary investigation.

Note: All registered members of USA Hockey are required to adhere to the Rules, Regulations and Bylaws of USA Hockey, as amended by the Board of Directors, including the provisions for arbitration as an exclusive remedy for disputes.

LAWSUITS

- If any member of USA Hockey, its Districts, Affiliates, leagues, teams, or any of its local associations are served with any lawsuit, civil summons, or other legal papers, they must immediately notify the District Risk Manager. Failure to notify USA Hockey immediately may jeopardize the applicable legal times for a response, and could be grounds for the insurance company to deny coverage for the legal action involved. **DO NOT DELAY, CALL PROMPTLY.**

A complete listing of the District Risk Managers' phone numbers may be found in the front of this booklet.

CLAIMS REPORTING

To file an excess accident claim contact your local program registrar for a claim form. If you don't have their contact information, please call USA Hockey Member Services at (719) 576-8724, ext. 123. For catastrophic and/or liability claims, contact your District Risk Manager.

CERTIFICATE OF INSURANCE

A request form for a certificate of insurance is available, upon request, from your District Risk Manager. No certificates of insurance will be issued by USA Hockey's insurance program without a properly completed request form being submitted.

NOTE: There is a processing time requirement (30 days) for all certificate of insurance requests. Do NOT wait until the last minute to request a certificate, to avoid delays and/or problems.

The local association, league or team in need of the certificate of insurance must complete the request form and submit the completed form to their District Risk Manager, at least 30 days in advance of the date that the certificate is needed. The District Risk Manager will verify the current registration (or the association's status) with the District Registrar.

The District Risk Manager will forward the completed, verified request to K&K for certificate issuing. Do NOT contact the staff at K&K directly; they will not issue your certificate without the authorization of the District Risk Manager. Unauthorized contact with K&K, by persons other than risk management staff or volunteers, could be deemed grounds for non-issuance of the requested certificate.

In many cases, the generic certificate (available through the District Risk Manager) may be sufficient proof for an ice arena operator's needs, since the certificate states the policy number, the limits of liability and the dates of the policy's term. Use of this generic option may eliminate the need for adding additional insureds to USA Hockey's policy and should speed up the process for your organization.

SANCTIONED EVENTS

All normal ice hockey-related activities, such as games, practices and scrimmages, between properly registered USA hockey teams are automatically sanctioned. Regular use of premises for meetings and fundraising do NOT require a special event sanction, unless the landlord (owner) requires being named as an additional insured on USA Hockey's insurance program. **The selling of alcoholic beverages will not be sanctioned and such sales are not covered by USA Hockey's insurance program.** No certificate of insurance will be issued unless the proper request form has been submitted, and the activity or event is sanctioned by the District Risk Manager.

ADDITIONAL INSURED

An ice rink or an arena facility may require, as a part of their rental contract/agreement, that they be named as an additional insured under USA Hockey's liability insurance policy. They may also require that a certificate of insurance be issued (showing this status) to them, before the premises or ice time may be rented or used.

If this request is made, you must contact your District Risk Manager promptly; he/she will advise you of the contract documents that they will need to receive and review before they can process any request for a certificate containing an additional insured provision. USA Hockey will no longer allow entities to be given additional insured status without reviewing the contract language which mandates such a status; in the past, too many items that were beyond the control of USA Hockey and the local association were transferred to us by contract terms. So now we must check the contract first before we can authorize any additional insured status.



2009-10 USA HOCKEY



Request for Certificate of Insurance

Please allow 30 days for processing Requests for Certificates of Insurance

Name of Team/Club: _____

Address of Team/Club: _____

Contact Person: _____

Phone: (_____) _____ — _____ Email: _____

Event (if other than 'all club activities'): _____

Event Location(s): _____

Event Date(s): From: _____ To: _____

List any additional insureds (those entities that you are contractually obligated to name as an additional insured and PLEASE ATTACH a copy of that contract[s]):

<u>Name of Additional Insured</u>	<u>Relationship to Team/Club</u>
_____	_____
_____	_____
_____	_____

Mail the Certificate to: _____

Signature of District Risk Manager: _____

No other individual can sign on behalf of the District Risk Manager. Please forward this document to your District Risk Manager.

USA Hockey, Inc.
1775 Bob Johnson Drive
Colorado Springs, CO 80906-4090
(719) 576-USAH

RISK MANAGEMENT OF RENTAL CONTRACTS

Over the past several seasons, the Risk Management Program at both USA Hockey and USA Hockey InLine have been monitoring the types of losses sustained, the numbers of the claims presented against our insurance coverages, and the financial impact on USA Hockey and USA Hockey InLine. A disturbing and unfortunate trend continues to arise in areas where rink and arena owners, and/or their management staffs, are attempting to transfer the responsibility for all risks (both related and unrelated to our sport) onto USA Hockey, USA Hockey InLine and our insurance programs. Some local hockey programs and their associations are being asked to sign facility rental agreements which take on liability far beyond those risks which relate to the playing of the game. In order to protect USA Hockey, USA Hockey InLine and our insurance programs, efforts must be made to minimize the acceptance of these contractual risks and exposures.

District and Associate Risk Managers, as well as members of teams, leagues and local associations, should review in detail the rental contracts that are being presented for signature, prior to them being signed. Your District Risk Manager, or their Associate Risk Manager, may request a copy of contracts that have been signed, to begin the process of advising you about suggested changes, so that your group can negotiate those changes for the following season's rental contract. Our District and Associate Risk Managers are not, nor are they expected to be, attorneys; if you have any doubts or concerns they can tell you whom to contact.

INDEMNITY CLAUSE CHECKLIST

All arena rental contracts must be carefully reviewed, prior to signing, for provisions requiring the assumption of liability for negligent or intentional acts or omissions. We suggest that you conduct a careful reading of any facility rental contract you are asked to sign and negotiate to eliminate those that make the Lessee (you) responsible for all claims arising from conditions over which you (and USA Hockey/USA Hockey InLine) have no control. If the contract requires your organization to hold them harmless and to cover all legal expenses or claims, you may wish to use the following checklist to evaluate the indemnification clauses in those contracts, and determine the degree of your group's responsibilities.

Is there an indemnity (who pays if...) clause?

- a. Why do you think is this important?
- b. Cautiously read all the fine print and legal language (get help if necessary).**
- c. Is the indemnity against liability or loss, or against both situations?
- d. Does the indemnity cover all costs and expenses of investigations and legal defenses?
- e. Does it obligate the indemnitor (you) to investigate and defend claims against the indemnitee (the arena)?
- f. Under what conditions (if any) does this obligation arise?

Is the clause indemnitory (pays for) or exculpatory (defends for)?

- a. Is the other party seeking to have you stand in his or her shoes in the event of loss?
- b. Is the other party seeking to avoid any and all responsibility altogether?
- c. Is the other party seeking to be "released and indemnified" and to what extent?

Public agencies such as schools, cities, counties and other nonprofit organizations often require, and enforce, exculpatory (defends for) instead of indemnitory (pays for) contract language.

What is the scope (detail) of the contract clause's language?

Does the clause:

- a. Cover your own negligence, concurrent (joint) negligence, sole negligence of the other party, 3rd party negligence, intentional torts, strict liability, Acts of God?
- b. Violate any Federal, State, or Local Statutes, USA By-Laws or Standing Orders of any kind?
- c. Provide, or lack, any insurance protection or any other type of acceptable financial support?
- d. Provide, or lack, any economic justification or other rationale for requiring such a clause?
- e. Violate public policy or offend the sensibilities of your community?
- f. Include any unilateral or unconscionable (wrongful) requirements/provisions?

RECIPROCAL – STANDARD FORM

Party A shall defend and hold Party B, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional-acts or omissions of Party A, its officers agents, or employees.

Party B shall defend and hold Party A, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Party B, its officers agents, or employees

This is the most preferred indemnification form, from a risk and insurance management view point. It allocates the responsibilities of the parties clearly and equitably. We strongly suggest that this form be used in all contracts or agreements offered by Party A to others.

INDEMNIFICATION — MODIFIED FORM

In some instances, the managers of ice arenas (whose facilities we want to use) may not understand the concept of mutual indemnification and hold harmless provisions. What we are really trying to say (legally) is “if we do wrong, we pay; and if you do wrong, you pay.” In order to try to overcome these difficulties in understanding contract language, and to assist our local organization(s), we have drafted a modified version of the indemnification and reciprocal forms. The new contract clause reads as follows:

“The parties to this contract agreement do hereby mutually agree to release, indemnify and hold harmless each other, from and against all liability for bodily injury (including death), damage to property, personal injury, claims, demands, losses, damages, costs and expenses (including any attorney’s fees), and lawsuits arising from, or alleged to arise from, rental and use of ice surface and/or use of the arena’s facilities, which are the subject of this agreement. Each party shall agree to accept the full responsibility for their own negligence and actions.”

MODEL ICE ARENA RENTAL AGREEMENT

This Ice Arena License Agreement ("Agreement") is entered into between:

Rink Operator: _____, its agents, servants, employees and members ("Licensor"); and

Club: _____, its agents, servants, employees and members ("Licensee"), collectively referred to as the Parties.

This Agreement is intended to control the rights and responsibilities of the Parties regarding Licensee's use of the Ice Arena for its activities, which include ice skating, hockey games and practices. Licensee shall have exclusive use of the ice surface, boards, goals, benches and locker rooms ("Licensed Areas") within Licensor's facility. This agreement shall also control Licensor's rights of and responsibilities for those areas of Licensee's non-exclusive use consisting of the parking lots, walkways, spectator stands and other public areas of the Ice Arena ("Non-Exclusive Areas").

- 1. USE.** The facilities are to be used by Licensee for and during the Term of this Agreement for ice hockey games, practices, team meetings and related club activities unless modified in writing and signed by the parties to this Agreement.
- 2. TERM.** This Agreement shall be in effect from _____, until _____, unless extended by the parties in writing..
- 3. FEES.** Charges are due as set forth below:

4. LICENSOR'S DUTIES & OBLIGATIONS. Licensor shall: (a) Make the Arena available at the dates and times specified herein; (b) Provide a facility that is free from open and obvious physical defects in, of, or upon the Licensed Areas and an Ice Arena that is reasonably fit for its intended use and purpose; (c) Advance preparation of the ice surface, placement of nets, boards, lights, scoreboard and PA system as needed for its intended use and purpose; (d) Make reasonable efforts to resolve all concerns, including, but not limited to, correcting all defects that Licensee brings to Licensor's attention; (e) Be responsible for the condition of the Non-Exclusive Areas and maintain the Ice Arena in accordance with industry standards; and (f) Maintain order and control unruly behavior among spectators jointly with Licensee during all times when the Ice Arena is in use.

5. LICENSEE'S DUTIES & OBLIGATIONS. Licensee shall: (a) Abide by such reasonable rules and regulations as are generally applicable to any or all tenants of the Ice Arena; (b) Maintain all Licensed Areas in a clean and orderly manner; (c) Supervise and control the activities of its members, prospective members, players, coaches and invitees; (d) Notify Licensor of any open and obvious physical defects in the Licensed Areas of which it becomes aware; (e) If Licensee requires additional service providers, such as security personnel, for their event, Licensee may retain such providers, at its cost, subject to the prior approval of Licensor, and such an approval shall not be unreasonably withheld; and (f) Maintain order and control unruly behavior among spectators jointly with Licensor during all times when the Arena is in use.

6. MUTUAL INDEMNIFICATION. The parties to this Agreement do hereby mutually agree to release, indemnify and hold harmless each other, from and against all liability for bodily injury (including death), damage to property, personal injury, claims, demands, losses, damages, costs and expenses (including any attorney's fees), and lawsuits arising from, or alleged to arise from, rental and use of ice surface and/or use of the arena's facilities, which are the subject of this agreement. Each party shall agree to accept the full responsibility for their own negligence and actions.

7. INSURANCE. The parties to this Agreement shall each secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in the state in which the parties are located, commercial general liability with minimum limits of liability of \$1,000,000 per occurrence and a \$2,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate.

8. EXCUSE OF PERFORMANCE. The parties to this Agreement shall be excused from the performance of the terms and conditions of this Agreement when such failure is attributable to, and caused by, an Act of God, by governmental rules, regulations or actions, by a power failure, or by other circumstances that are beyond the control of any of the parties hereto.

9. ASSIGNMENT. Except for exchanges of, or the resale of, selected ice rental periods by Licensee, by notice to Licensor, neither party may assign this Agreement or transfer any of its rights, duties or obligations hereunder, without the prior written consent of the other party.

10. CANCELLATION. This Agreement may be canceled at any time by either party on 30 days written notice.

11. COMPLETE AGREEMENT. This Agreement shall constitute the entire Agreement, including any Addendum(s) or Exhibit(s) as may be attached. In the event that any portion of this Agreement shall be ruled to be unenforceable by the courts, the remainder of this Agreement shall continue in full force and effect, for the term of the Agreement.

12. NOTICE. Any notices concerning this agreement may be given, and all notices required by this agreement or concerning performance under this agreement shall be given, in writing, and shall be personally delivered or mailed addressed to the addresses shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time. Notice shall also be sent via e-mail to the e-mail address for the party indicated below.

13. DISPUTE RESOLUTION. All disputes, controversies, or claims arising out of or relating to this contract, specifically including, but not limited to, those relating to the determination of the duties and responsibilities of the parties and their respective liability for claims arising therefrom, shall first be discussed between the parties and if they cannot resolve the dispute shall be submitted binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

14. ADDITIONAL PROVISIONS.

IN WITNESS WHEREOF, Licensor and Licensee have mutually executed this Agreement as of the day first above written, or as shown in any Addendum(s) to this Agreement.

Licensor: _____ Licensee: _____

By: _____ By: _____

Its: _____ Its: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

E-Mail: _____ E-Mail: _____

FREQUENTLY ASKED QUESTIONS REGARDING YOUR USA HOCKEY COVERAGES/INSURANCE

- 1. What kind of coverage does USA Hockey offer to me as an administrator? What about my board of directors?** Provided the local association follows the team and member registration procedures of USA Hockey and plays in “sanctioned events,” we provide members with \$1,000,000 general liability coverage against claims for bodily injury, property damage and personal (libel, slander, defamation) injury. The same coverage protects your board of members.
- 2. What kind of coverage does USA Hockey offer to players if they get hurt? Does this include dental coverage?** USA Hockey offers two (2) kinds of insurance coverage to players who may become injured, while participating in a USA Hockey “sanctioned event.” First, we provide excess medical coverage, subject to policy deductibles, to pay for medical care up to \$25,000; this coverage does include limited dental coverage. Second, for those members who are seriously injured, USA Hockey provides a \$2,000,000 catastrophic injury medical plan; the “cat med” plan has a \$25,000 deductible, which is usually covered by a player’s primary insurance, by USA Hockey’s excess medical, or by some combination of the two (2) plans.

The “excess medical” coverage is designed to supplement your primary (any other insurance) coverage that you have, and it only pays for treatments AFTER the primary has been used. The deductible portion up to \$1,000 of any primary insurance is neither covered nor eligible for reimbursement. If you have NO PRIMARY INSURANCE, USA Hockey’s coverage can become primary. However, when used as a primary USA Hockey’s coverage has a \$3,500 deductible, which must be satisfied BEFORE it will pay bills.
- 3. Can you offer the USA Hockey membership and insurance coverage to the players as an option, and not require it?** We cannot offer the coverages as an option; it is a part of our membership benefits and is not allowed to be provided separately from the other benefits.
- 4. All of the coaches have to be registered, but what if a registered coach isn’t there?** If the registered coach of a team is not able to attend a game or a practice, they should make arrangements to have their assistant coach or team manager (who are also registered) be present. In the event that the intended person “no shows” (whatever reason), a “volunteer” may step in and run the practice or supervise the team during a game. However, once that emergency situation has ceased, the volunteer should either discontinue assisting, or register with USA Hockey.
- 5. What if a player or coach wants to sue me for something, am I covered?** Probably, but it will depend on what they allege in their lawsuit. Our policy provides coverage for bodily injury, property damage, and personal injury claims; if they sue you for something that does not involve those claims, you may or may not have coverage. The insurance company will decide, so it’s important to notify us immediately if you think or know that you are going to be sued, or if you have already been served with legal papers. Failure to promptly notify our insurance companies, through USA Hockey, can be grounds to void your coverage; all members must cooperate in notification of lawsuits and in assisting with defending the claim, or they may lose any coverage.
- 6. What about my legal fees?** If you are entitled to be defended by the insurance company, they will assign a lawyer to defend the case and will pay his/her legal fees. If you choose to obtain your own lawyer, which you may legally do, those legal fees become your own expense and they will not be reimbursed to you by USA Hockey or the insurance company.
- 7. What if someone sues my team or association?** If you are ever served (or have reason to think that you will be served) with any type of legal papers, due to your involvement with USA Hockey, its teams or local associations, or any of its sanctioned events or activities, **YOU MUST IMMEDIATELY NOTIFY YOUR DISTRICT RISK MANAGER.** Please do not delay, even for a moment. They will be

glad to discuss with you the proper steps for you to take and will make certain that the insurance company and the legal staff are quickly notified, so that the court does not enter any “default judgment” (you lose without a trial) against you or USA Hockey. If you are in doubt about any type of legal matter, contact them and discuss the issue(s); they can help assist you to understand what is being alleged and steps you may wish to take to protect yourself and others.

- 8. Are the spectators and/or scorekeepers covered if they get hit by a puck, or injured in some other way, while watching a game?** They may be covered by the USA Hockey insurance policy, if they had done nothing to cause their injury and if the injury was caused by some action that is directly related to the playing of the game. For example, if they slip and fall in a puddle of liquid near the concession stand, that would not be covered because the cleanup of spills is the rink’s responsibility and is not directly related to the playing of the game. However, if they are hit by a puck that flies out of the rink, they may be covered. The final answer often depends on the legal language of the rink rental agreements; USA Hockey always asks to have “mutual hold harmless” language placed into all contracts that are signed by a team or local association. In that way, the rink accepts its duties and the team/association accepts its responsibilities, and both sides agree to cooperate in the event of a lawsuit. USA Hockey strongly recommends that all contracts or agreements be reviewed by the District Risk Manager **BEFORE** signing them.

Spectators and fans do have a duty to watch the game and to watch for pucks leaving the playing surface, too. Many rinks are installing full netting to prevent such “flying object” situations, from ever happening to a spectator or other person. The best netting is “see-through” (clear monofilament), installed where spectators are unprotected from errant pucks.

- 9. Is the coverage offered by USA Hockey the only coverage I need at my rink?** No, as a business owner or rink manager, you will also need to have your own liability insurance policy, to cover public sessions and situations involving your premises. USA Hockey’s insurance only provides coverage for ‘sanctioned events,’ and these other situations are not sanctioned. In addition, you’ll need to have property insurance (things like fire, wind, hail, rain, floods, etc.), automobile insurance for any vehicles that you own or operate, and any special insurances that you may choose to purchase. Your insurance agent can advise you about those coverages, or USA Hockey can have our brokers help you to find an agent to assist your insurance efforts.
- 10. What is this Director’s and Officer’s coverage?** Director’s and Officer’s (D&O) insurance is designed to protect administrators and the board of directors from legal actions that result from the administrators (or board’s) “official actions.” Usually these “official actions” come about when a disciplinary hearing is held (not held) and a suspension or expulsion is imposed on a player, a coach, or a team: the lawsuit usually alleges the decisions were unjust, unfair or incorrect, and shouldn’t have been made. The policy pays for your legal defenses (attorneys), which can be significant, depending on location and lawsuit complexity.
- 11. When does the insurance coverage begin for players and coaches?** USA Hockey insurance benefits are in effect when a registered player or coach is participating in a practice or game (sanctioned event) of a USA Hockey member program that the player/coach is registered with. If a player or coach registered online, they need to give their confirmation number to their program(s) and their benefits are in place. If the program registered the player or coach, insurance benefits are in effect when the Waiver is signed and given to the program registrar/official. It’s the program’s responsibility to process the confirmation numbers and/or individual registrations.
- 12. Why do I need USA Hockey’s insurance coverage when I already have insurance through other means?** The coverage that USA Hockey provides is only one of the benefits of membership and is not optional because it doesn’t just protect you. It also protects USA Hockey, rinks, teams, associations, other participants, fans and spectators, as well as yourself. Many of them may not have insurance, or enough of it, to protect themselves. For example, the Participant Accident

(Excess Medical) coverage provides up to \$25,000 to pay for covered expenses, if you are injured during a sanctioned event or activity. There is a deductible (with the exception of your primary's deductible), up to \$3,500. If you have your own (primary) insurance, it may reimburse you for some out-of-pocket expenses that are not otherwise paid for by your primary insurance carrier (i.e. co-pay amounts). This can be a significant membership benefit to you.

However, just because it is provided as a part of your membership does not mean that you have to use it. If you would prefer to use some other coverage instead, you may certainly do so. Having USA Hockey insurance for all members, teams and associations is also a cost-effective means of handling the needs of USA Hockey and its members, in a consistent manner.

- 13. Is a registered player covered for tournaments, clinics, etc.?** All properly registered players (or coaches and officials) are covered while participating in a USA Hockey "sanctioned event" or activity, which includes USA Hockey tournaments. If a tournament is not a USA Hockey "sanctioned event;" there is no coverage in effect from USA Hockey's insurance. There are ways to verify registration: USA Hockey membership cards, which show their membership is current, or by contacting the District Registrar (or one of their designees) to verify the current membership status. Unless one of these methods can be used to show membership status, the event or activity may not be one which is "sanctioned." It is your responsibility to verify whether an event is "sanctioned," BEFORE you participate in that event or activity.

A "sanctioned event or activity" is one which: is authorized by a USA Hockey organization; is played under the Playing Rules of USA Hockey; has all members (players and coaches) properly registered; and is officiated by properly registered and certified USA Hockey officials. A local tournament can become a USA Hockey "sanctioned event or activity," by contacting the District Registrar or the Member Services staff at USA Hockey's national office.

- 14. If I join a summer team/program, does my player registration and insurance "carry over" to the new team/program? What if I belong to more than one team/program simultaneously?** If the registered player is properly registered with that USA Hockey member program(s) (or to all of the teams), their membership will be valid and their insurance benefits will still be in effect. If the player is not properly registered with that USA Hockey member program(s), the benefit of insurance coverage will be voided and any claims will be denied.

- 15. Does the coverage include travel to and from games and practices?** USA Hockey's excess medical policy provides coverage for teams traveling together to games, events or activities. It is NOT intended to provide coverage during travel to and from practices. In addition, it does not provide any of the vehicle insurance that may be required to be in effect for the operation of any type of a motor vehicle on a state's highways or roads. It is intended to provide coverage only for those activities necessary or incidental to the conduct of games or practices,' such as moving the nets, gathering in the locker room(s) at the rink, conducting warm-ups before practice, drills during practice, or cleanup after practice.

- 16. Does the USA Hockey insurance include practices? Can our teams practice anywhere as long as they are all current members of USA Hockey?** The answer to both of these questions is "Yes"; however, there are some precautions that should be observed. In the member brochure "Summary of Insurance Coverages for Members," that is included in the membership packet for all registered members, it says - "All sanctioned activities necessary or incidental to the conduct of practice. The only requirement for practices is that they must be authorized, recognized and supervised by the coach, or a responsible adult designated by the coach, to supervise and coordinate the practice. A team can practice at an appropriate facility, as long as it has been inspected for 'safe playing conditions' by the coach or designee.

- 17. If my coach calls for an “off-ice practice,” in a gym or at a field, which includes physical training, am I covered by USA Hockey’s insurance medical and liability?** The use of dry-land training is permitted; however, the coaches and teams who decide to conduct such training must take adequate precautions to prevent injuries and heat-related illnesses. Only registered USA Hockey players and coaches may participate; “drop-in sessions” and “outsiders” are excluded from participation, until they have been properly registered. The coach must call for, and supervise, the practice session(s) and the team must take steps to protect the building or playing field, its contents or equipment, and any parents or spectators.
- 18. What about a practice using inline skates? Are we still covered?** A practice, which uses inline skates, may be held under the conditions listed in #17 above. The coach may conduct a “practice,” however the players must wear full protective equipment; helmet, facemask, gloves, shin guards, mouthguard, elbow pads, etc. **Teams are NOT allowed to play games using inline skates;** they may hold an intrasquad scrimmage, but not against another team. Only registered USA Hockey players and coaches may participate; no “drop-ins” or “outsiders.”
- 19. Is the \$1,000,000 liability coverage enough for the association, team or club in today’s society? How can the coverage be raised, if needed, to have higher limits?** In the society we live in, the \$1,000,000 has proven to still be sufficient. However, we monitor our claims very closely and we review our policy limits annually with our brokers, to determine if we need to purchase additional coverage amounts. In addition, our policy has NO GENERAL AGGREGATE. If you wanted to have higher limits, we can put you in touch with our broker, who can get additional coverage and quote what the extra cost to you would be. Any additional coverage for your team or association would be purchased at your own expense, and would not be provided through USA Hockey’s current insurance coverage. However, USA Hockey’s buying power would allow you to obtain some concessions on the pricing.
- 20. Is the USA hockey insurance coverage good against non-USA Hockey registered players and their teams?** If you know that a player is NOT properly registered, you must not let him or her participate (until they are properly registered) if you do allow them to ‘play,’ you risk that the insurance for the team and the association might be voided (not valid). If a player’s registered status is in question after an incident has occurred, they will need to prove that they were properly registered at the time of the incident in order for coverage to be in effect. USA Hockey does not sanction games or practices against non-registered teams/leagues, unless a District Risk Manager and Registrar agree to issue a Special Event Sanction (usually done for foreign teams).
- 21. Are clinics, events, fund-raising activities, and other special situations covered by USA Hockey’s policy?** USA Hockey has a policy which it extends to protect its membership, including the sanctioned events and activities of our member teams, leagues and associations. Clinics, events, fundraisers and other situations MAY be covered by the USA Hockey policy. Since we can’t list every type of situation, it’s always best to check with your District Risk Manager (or their Associate Risk Manager), or USA Hockey’s Insurance Coordinator to check on your group’s situation **BEFORE** it takes place. Proper risk management strengthens our insurance.
- 22. Are there situations which USA Hockey would not consider covering?** There are certain situations which cannot be covered by USA Hockey’s policy, since they are considered too risky for USA Hockey to cover; for example, the sale of liquor, demolition derbies, private ‘for-profit’ clinics, parents versus children games, sales of home-cooked food products, use of other person’s vehicles and similar situations. USA Hockey will always try to assist your team, league or association with such events and activities wherever possible. When in doubt, call your District Risk Manager or Insurance Coordinator; let us advise you, in advance of the event.

- 23. If our officials (referees) are NOT USA Hockey registered, does this affect the USA Hockey insurance coverage? Do all of our officials have to be registered with USA Hockey?** Since the officials are often paid, it is in their best interest to become registered, since they receive coverage under USA Hockey's policy for their officiating actions. If the officials are not properly registered, the game may not be covered by USA Hockey's Insurance and neither may the team, its coaches, players, nor the association. In the event of a lawsuit being filed against them, this could be a valuable benefit for them to have; in addition, it allows them to be able to work other USA Hockey games. All of the officials must be registered; a single registered official (working in either a two or three official system) does not make the game a "sanctioned event or activity." They must all be properly registered with USA Hockey. The rulebook provides for "emergency officials," under Rule 502 (i).
- 24. If a registered coach is playing, and is not registered as a player, are they covered? Is the coverage for the other player, the team and/or the association still in effect?** If the coach is properly registered (as a coach), he or she is covered for coaching activities, but not for playing activities. If they want to play, they need to register as a player, so that they will be covered. They can 'dual-register' and only have to pay one fee, as player. Allowing them to play, if you know that they are NOT properly registered as a player, MAY void the coverage for the team or association, but it should not void the coverage for the other players, unless they falsified or assisted in concealing the coach's lack of proper 'player' registration.
- 25. Why do I have to sign up as a coach, a player, and an official separately? Doesn't the same insurance for a membership cover everyone if they are on the rink?** The insurance coverage that USA Hockey provides, as a benefit of membership, is based on the type and amount of risk that a member presents to USA Hockey and our insurance carriers. If a person is only a coach, then they present the risks associated with being a coach; however, if they are also an official, then they present the risks associated with being a coach AND the risks associated with being a referee, too. The same logic applies to a person who is a coach, player and official. Since they are a higher degree of risk, we require them to register for all of the risks that they present to USA Hockey. USA Hockey provides membership benefits for each separate category, some of which will not apply to all of the other registration categories. The insurance coverage is in effect when they are on the rink, but only for the category(s) that they have registered in. If you are officiating, but have only registered as a player, you are not considered to be properly registered and your insurance benefit is void (not good). If you have registered as a coach, but you are participating as a player, you are not covered by insurance because you are not registered as a player. USA Hockey has a mechanism, through the District Registrar, to allow 'dual-registration' as players and coaches, for a single registration fee.
- NOTE:** Referees pay a different fee, based on their certification level, so they will still have a separate fee, in addition to any coaching or playing registration fee(s).*
- 26. Why does a player under the age of 18 years old have to sign the registration forms, when the parents or guardian are the responsible party?** Having a player (ages 10 and higher) sign the forms helps to promote a sense of respect and understanding at an early age. In addition, the parents or guardian, whom USA Hockey also requires to sign the waiver, release and indemnification forms, are giving their legal consent to allow their minor child (under 18 person) to be able to participate in USA Hockey sanctioned events and activities. In addition, they are releasing (waiving) their future opportunities to bring legal action for incidents or injuries which occur during USA Hockey sanctioned events and activities; the child's signature shows that they have at least been told about it.

By having a minor child (age 10 and up) sign the forms too, USA Hockey is ensuring that the child sees the waiver, release and indemnification. In the future, if the child or an attorney tries to file a lawsuit against USA Hockey, they cannot say that they were never informed about the forms, or that

they have never seen them; USA Hockey has had that happen in the past, and we are trying to protect both the organization and the players from any type of future legal claims. Minors, upon turning age 18, can bring their own lawsuits, even if the parents had not previously filed such a legal action, or whether the parents had agreed to waive their (parents) lawsuit rights.

- 27. Can our league or association require more equipment than required in the rulebook?** USA Hockey permits teams, leagues and associations to adopt local rules, including those relating to equipment. The equipment rules may be more strict (require more gear than USA Hockey), but they may not be any less strict, or the USA Hockey insurance could be voided (not valid) because of the lesser non-USA Hockey protective rules being used.
- 28. Do the players on my youth team have to wear a mouth guard when they're already wearing a full-face shield?** Yes they do, because the mouth guard is not intended to just protect the teeth from being struck by a puck or stick. The mouth guard is designed to protect the teeth and to cushion the jaw against the shock of falls and body contact, which may be involved in the transfer of such shocks to the brain and may also be involved in the causes of concussions. As a result, all youth players who are playing in the 12 & Under, 14 & Under, 16 & Under, 18 & Under or Junior classifications (are not playing in an adult classification) **MUST** wear full protective equipment, including wearing a mouth guard.
- 29. If there is an injury to a player on our team, how do we file a claim?** In the event that someone alleges that they have been injured, or if you were present when the injury occurred, you should have their parent or guardian contact their local program registrar for a claim form. If you don't have their contact information, please call USA Hockey Member Services at (719) 576-8724, ext. 123. In the event of a potentially serious injury, please have them call the District Risk Manager. The claim form must also be signed by the coach or an administrator, who must verify that the injury occurred during a sanctioned event or activity.
- 30. Can a player 'play up' an age group, based on skill level or size of the player?** USA Hockey rules permit a player to 'play up,' but players should not generally 'play up' more than one age classification. For example, an 8 year old player may 'play up' one age group, so he/she could play for the "10 and under" team, if the coach and the association will allow it to occur. In some cases, based on the skill or size of a player, it may be desirable to utilize this option; in other cases, it may be best for the player to remain in the lower age group, even though the child or his/her parents want them to 'play up.' **NOTE:** *Nothing in USA Hockey's rules requires an association to allow any player(s) to 'play up.'*

All such requests should be made in writing to the local association, by the parents or guardian, to help to document any such requests and the parents/guardian's desire to have it granted. The written document can become important if the player becomes injured, as a result of the 'play up' request. An impartial evaluation of the player's skills (compared to others at the level requested) by a panel of neutral coaches, should be made before a decision is made on a 'play up' request.

- 31. What about allowing a player to 'play down' an age group? Is that ever allowed?** In order for a player (of any age), regardless of physical size or skill level, to 'play down,' it must be shown by the child's physician that it is medically necessary for the child to do so. USA Hockey's current rules do NOT permit 'playing down;' however, in an effort to prevent litigation over disabilities and the ADA, USA Hockey has shown its' willingness to make some [though not all] accommodations, based on physician's medical evidence and their statement regarding the child's safety and health. The doctor (M.D. or D.O.) must detail the specific medical condition that causes the child to incur this medical necessity of 'playing down.' Players who are granted permission to 'play down' should be limited to participation in in-house and/or recreational leagues and are not eligible to compete on a team bound for a national championship tournament.

NOTE: Simply being “small for their age” or “not very skilled” are not considered to be adequate reasons for granting a ‘play down’ exception, since they do not rise to the level of a handicap under definitions and current court decisions about the Americans with Disabilities Act (ADA).

- 32. What if we need a Certificate of Insurance? Are they hard to get? What is the cost?** There is no cost to get a Certificate of Insurance, and you may request a form from any District Risk Manager. Requests for certificates must be submitted at least 30 days prior to the date needed, to allow for processing. **You must complete a “current” certificate request form [any old ones will NOT be accepted] and the District Risk Manager must approve the request.** If you request another person, group or rink be added as an ‘additional insured,’ the District Risk Manager will need to review your ice rental agreement contract; too many past agreements have transferred unacceptable risk(s) onto USA Hockey’s policy.
- 33. If my youth team is playing in Canada, am I covered?** Yes and no. When your team is playing in Canada, in an event that is sanctioned by Hockey Canada, you are covered by the insurance as long as you have an approved travel permit. Contact the District Registrar to obtain a Canadian Travel Permit and information on the permit. USA Hockey registered players must still wear all of the protective equipment required by USA Hockey’s rules while in Canada. However, if the event is NOT sanctioned by Hockey Canada, USA Hockey coverages are not in effect. Teams may play at their own risk, but will be without any of USA Hockey’s insurance protections. Note that most Hockey Canada programs which occur in the summer (5/31 - 8/31 each year) are not sanctioned events; however this timeframe varies branch to branch within Canada. To find out if an event in Canada is sanctioned during the summer months, contact your District Registrar or the USA Hockey national office – international department.
- 34. What if a team is planning to travel to a foreign country (other than Canada) to play?** When your team plans to travel abroad to play hockey, you must secure an International Travel Permit from the District Registrar.
- 35. If our team uses another team’s player as an “on-ice helper,” are they covered?** If the person is truly an “on-ice helper,” and not a member of the coaching staff, they are covered by USA Hockey’s provisions for its volunteers. However, if the person is regularly helping out the coaching staff, they should fill out a coaching registration form; there is no additional charge, but it allows USA Hockey and our insurance company to know that the person was a part of the coaching staff. It prevents questions about their status from being raised, in the event of an accident. Players may be used to assist coaches, so long as they are a part of the practice and not merely ‘on-the-ice’ with no actual duties during the practice. Practice is for the team’s players and not a time for other players to “show off” or to “goof around.” Safety for the practicing team’s players is an important consideration for all coaches, players, ‘on-ice helpers’ and administrators to remember.
- 36. Why do I have to register [and pay] for both ice and inline hockey memberships?** It is important to first recognize that USA Hockey’s ice and inline programs operate autonomous from one another. They are two (2) separate member programs. If you are a member of both USA Hockey and USA Hockey InLine, you are covered by separate insurance programs; you are also subject to different risks, different rules, different age classifications, different methods of administering programs, and the ice and inline seasons run at different times of the year. As a result, USA Hockey and USA Hockey InLine do not have a combined registration process, and you will need to continue to register separately for each of these two (2) sports.

- 37. What is D & O Coverage and am I covered under USA Hockey?** D & O (Directors and Officers) insurance coverage provides additional coverage for USA Hockey organizations that is not covered under the liability policy. D & O helps protect the organization, its assets and membership from lawsuits that may arise from allegations of errors, omissions, negligent conduct, discrimination, improper decision making, negligent retention of unfit personnel and other such claims. There is a \$1,000,000 liability limit and a \$1,000 deductible. This coverage is offered to all USA Hockey member organizations as part of their membership in USA Hockey. For additional information, contact your District Risk Manager listed in the front of this handbook.

All decisions about the conduct of your association, league or team activities remain at the local level, subject to the Bylaws of USA Hockey, its District personnel and the Affiliate Association rules, which may be amended periodically.

Remember - It's a Great Day for Hockey!!

This information is intended only to provide generic guidance principles, covering a few common situations, for team personnel, league administrators and association administrators. The FAQ responses reflect the consensus and risk opinions of the District Risk Managers, members of the national office staff, and representatives of USA Hockey's insurance carriers.

The responses to the questions posed above, are not to be construed as binding upon the insurance company, since the facts in each may vary. No single answer can cover all of the possible situations or scenarios which might arise in the future.

For specific answers to your particular situation, you are recommended to contact your District Risk Manager or your District Registrar. If they are not able to assist you, they will refer you to other persons who can provide appropriate responses to the questions posed.

Heads Up; Don't Duck - Play Hard, But Play Safe.



Waiver of Liability, Release Assumption of Risk & Indemnity Agreement

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include USA Hockey, Inc., its affiliate associations, local associations, member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, and each of them, their officers, directors, agents and employees.

For and in consideration of the undersigned participant's registration with USA Hockey, Inc., its affiliates, local associations and member teams (all referred to together as USAH) and being allowed to participate in USAH events and member team activities, participant (and the parent(s) or legal guardian(s) of participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant, arising out of participation in USAH events, member team activities, the sport of ice hockey, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participant (and parent(s)/guardian(s), if applicable) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to ice hockey and any member team activities, and understand that ice hockey and member team activities involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified below. These risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants, and these risks and dangers will increase if participant participates in ice hockey and member team activities in an age group above that which participant would normally participate in. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph. I/We agree to abide by and be bound under the rules of USA Hockey, including the By-Laws of the corporation and the arbitration clause provisions, as currently published. Copies are available to USA Hockey members upon written request.

Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions and use of ice hockey rinks and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releasees, or negligent supervision or instruction by releasees.

If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement.

Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death.

Participant (and participant's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of ice hockey and understand these waivers and releases are necessary to allow amateur ice hockey to exist in its present form. Significant exclusions may apply to USA Hockey's insurance policies, which could affect any coverage. For example, there is no liability coverage for claims of one player against another player. Read your brochure carefully and, if you have any questions, contact USA Hockey or a District Risk Manager.

PARTICIPANT SIGNATURE

PARTICIPANT NAME (PRINT)

PARENT OR GUARDIAN SIGNATURE
(if Participant is 17 years of age or younger)

Age _____ Date Signed _____

Date Signed _____

This form to be retained by local program.

1W Rev 1/03



USA Hockey Consent To Treat/Medical History Form



This is to certify that on this date, I _____, as parent or guardian of _____, (athlete participant), or for myself as an adult participant, give my consent to USA Hockey and its medical representative to obtain medical care from any licensed physician, hospital, or clinic for the above mentioned participant, for any injury that could arise from participation in USA Hockey sanctioned events.

If said participant is covered by any insurance company, please complete the following:

Insurance Company: _____

Policy Number: _____

Parent/Guardian/Adult Participant Signature: _____ **Date:** _____

Excess accident insurance up to \$25,000, subject to deductibles, exclusions and certain limitations, is provided to all USA Hockey registered team participants. For further details visit usahockey.com or contact USA Hockey at (719) 576-USAH.

COMPLETION OF MEDICAL HISTORY INFORMATION BELOW IS OPTIONAL

EMERGENCY CONTACT

Name: _____ Phone: _____

Address: _____

Physician's Name: _____ Phone: _____

Hospital of Choice: _____

MEDICAL HISTORY

If the answer to any of the following questions is yes, please describe the problem and its implications for proper first aid treatment on the back of this form.

- | | | |
|---|--|--|
| <input type="checkbox"/> Head Injury
<i>(concussion, skull fracture)</i> | <input type="checkbox"/> Asthma | <input type="checkbox"/> Allergies _____ |
| <input type="checkbox"/> Fainting spells | <input type="checkbox"/> High blood pressure | <input type="checkbox"/> Diabetes |
| <input type="checkbox"/> Convulsions/epilepsy | <input type="checkbox"/> Kidney problems | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Neck or back injury | <input type="checkbox"/> Hernia | _____ |
| | <input type="checkbox"/> Heart murmur | _____ |

Have you had (or do you currently have) any of the following?

Have you had a recent tetanus booster? Yes No If yes, when? _____

Are you currently taking any medications? Yes No If yes, please list all medications on back.

Has a doctor placed any restrictions on your activity? Yes No If yes, please explain on back.

3C Rev 3/08



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