



USA wrestling

**Sports Accident and Liability
Insurance
Summary
for
2007 - 2008**

USA Wrestling Insurance Coverage Introduction

In addition to USA Wrestling's overall membership and sanctioning programs, USA Wrestling's competitor, coach and officials membership categories include, as a benefit of membership, SECONDARY SPORTS ACCIDENT INSURANCE provided through ACE.

USA Wrestling has also acquired a COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL"), which provides coverage for USA Wrestling sanctioned events and chartered clubs. This liability policy has a combined single liability limit of \$5,000,000 per occurrence.

USA Wrestling chartered clubs and USA Wrestling event directors may be asked to provide proof of insurance to owners/operators of facilities, and may also be required to sign contracts obligating the USA chartered club or event director to maintain liability insurance. Please carefully check the insurance requirements of the contract to make sure that the policy limits required to be maintained by the USA club or event director are no greater than the \$5,000,000 USA Wrestling policy limits. If greater limits are required by the contract, a separate application will have to be submitted and, if such greater limits are available, additional premium will be charged by the insurance company to the USA Wrestling chartered club or event director.

Also, be aware that, before the insurance company will agree to add an owner or operator of a wrestling facility used to conduct sanctioned events or used for wrestling activities of chartered clubs, as an additional insured under the USA Wrestling policy, the insurance company may request a photo of the facility or other underwriting information for review prior to adding such owner/operator as an additional insured under the USA Wrestling policy.

Note: Exclusion-Designated Operations. There is NO coverage under the policy for meets, practices, try-outs, or other wrestling activities held in an individual's personal dwelling. Nor will such individual be added to the policy as an additional insured.

IMPORTANT NOTICE TO ALL READERS

This booklet has been prepared by USA Wrestling as a service to and for use by its members exclusively. Its purpose is to describe and explain, in a summary manner, certain insurance policies USA Wrestling maintains for its members. **This booklet is intended for general informational purposes only and is not a contract. Only the insurance policies referred to herein can state the actual terms, coverage, amounts, conditions and exclusions. Should there be discrepancies between any statement(s) made in this summary booklet and the provisions of the insurance policies, the provisions of the insurance policies will prevail. If you have any questions concerning this insurance coverage, please contact USA Wrestling's Department of State Services at 1-719-598-8181.**

USA Wrestling

Secondary Sports Accident Insurance

Information

Excess Coverage Policy

This policy is an excess or **secondary** coverage policy. "Secondary" means that if the injured member has other insurance, that insurance is automatically "primary" and must pay the incurred costs first. In order to be eligible for any secondary sports accident insurance benefits, you must have followed all requirements and conditions under your primary carrier including any "in-network" requirements. USA Wrestling sports accident insurance will pay benefits up to the policy limits after the deductible has been paid and the 80-20 co-insurance condition has been met (see below). If the injured member has no other insurance, the USA Wrestling secondary sports accident insurance applies, with the same coverage amount and deductible described below. All valid claims **must** first be filed with the injured's primary insurance company regardless of the type of claim. **In order for benefits to apply injured party must receive medical treatment within 90 days from date of injury.** All claims, and subsequent benefits, if any, are subject to verification by USA Wrestling's National Headquarters of each membership benefits. No benefits will be extended under the secondary coverage, if you do not follow any and all requirements of your primary including any and all "in-network" requirements. Call if you have questions.

Deductible

This policy includes a \$500 deductible per membership year. Each membership period, in terms of the deductible, begins September 1 until September 1 of the next year.

Co-Insurance Limits

This policy has the following co-insurance conditions: Plan pays 80% and injured party pays 20% per valid claims, after the \$500 deductible. Once the member has met the \$500 deductible, and has paid an additional \$2,000 out of his/her own pocket (which does not include the \$500 deductible) in a Benefit period, which runs from September 1 to September 1 of the next year, plan pays 100%.

Medical Necessity and Medical Appropriateness

The benefits in this program will be covered only when, and so long as, they are determined to be medically appropriate for the proper treatment of the patient's condition. ACE reserves the right to determine if whether the services provided were appropriate, reasonable and customary for the proper treatment of the patient's condition.

Who is covered?

The following USA Wrestling members are provided benefits under this policy:

- ❖ Wrestlers holding USAW Competitor's membership
- ❖ Coaches holding USAW Coach's membership
- ❖ Officials holding USAW Official's membership

Foreign competitors wrestling in the United States, including those involved with international and cultural exchanges sanctioned through USA Wrestling, are required to purchase or be provided a specially discounted membership specifically for **secondary** sports accident insurance. Foreign participants holding USAW Competitor's, Coach or Officials membership are covered under the policy when participating at a USA Wrestling sanctioned event, but treatment must be in the United States.

No other membership benefits, services, or liability insurance coverage benefits are extended to foreign participants holding USA Wrestling membership.

Foreign officials performing mat or pairing duties at a USA Wrestling sanctioned event, who have been invited to this country through the protocol procedures coordinated by the National Headquarters, are also covered under this policy. Treatment must be performed in the United States.

When are USA Wrestling members covered?

Members are provided benefits under the policy if as a result of an accidental bodily injury:

1. At USA Wrestling chartered club practices, when practices are organized and supervised by a member coach(es), and when all participating club members are individual members of USA Wrestling;
2. All individuals going to or from sanctioned USA Wrestling events, also to or from USA Wrestling club practices,
3. While participating in sanctioned USA Wrestling events and activities,
4. While participating in limited non-sanctioned wrestling events, see page 4 regarding Sports Accident Supplemental Benefits.

Coverage includes participation abroad in international events or exchanges that are sanctioned and approved by the National Headquarters of USA Wrestling.

Sports Accident Insurance benefits are only afforded to valid current members of USA Wrestling.

Memberships in USA Wrestling – and secondary sports accident benefits – begin when the state associations, or its directors, receive both the membership information and the appropriate fees. Accordingly, a wrestler applying for membership and paying the appropriate fees at the beginning of a sanctioned event for example is immediately provided with sports accident insurance benefits. However, for any claims to be processed, the National Headquarters of USA Wrestling must have a record of membership.

It is essential that when an individual signs up to be a member of USA Wrestling, **the membership forms and fees be processed at once**. Failure to process membership applications in a timely manner can delay the benefits each member is eligible to receive.

Official's membership in USA Wrestling is the one individual membership category that is not administered at the state level. The official's membership information and registration forms for individual officials to register are on **TheMat.com**. Consequently, **secondary** sports accident insurance coverage of an Official begins when the Official applies for membership, pays the appropriate dues, and is recorded at USA Wrestling.

Policy Limits and Types of Coverage

The Secondary Sports Accident insurance policy provides secondary or excess coverage on covered claims, if as a result of a bodily injury occurring at a USA Wrestling sanctioned event, activity or chartered club practice, and after the deductible (\$500) has been met. This insurance is in excess of other valid and primary collectible insurance and includes an 80/20 co-insurance condition. In order to be eligible for any secondary sports accident insurance benefits, you must have followed all requirements and conditions under your primary carrier including any "in-network" requirements. Benefits under the secondary sports accident insurance include (see page 1):

1. \$100,000 per Benefit period after deductible. (Benefit period is enforce from September 1 until September 1 of the next year.)
2. \$1,000,000 Lifetime secondary sports accident maximum.
3. Miscellaneous Expense Benefit
A catastrophically injured Insured Person, who is totally disabled, will receive \$200 per month until age 18.
4. Chiropractic and physical therapy services are limited to 20 visits in a benefit period.
5. Dental sports accident insurance includes secondary coverage benefits of \$250 per occurrence, after the deductible (\$500) has been met. The plan includes an 80/20 co-insurance condition.

Sports Accident Supplemental Benefits

USA Wrestling's Supplemental Benefit (SB) program allows USAW members to participate in non-USAW sanctioned events.

***** WHO IS COVERED:** Those entities outlined in the USA Wrestling General Liability and USA Wrestling Sports Accident Summaries **but only when:**

1. **All members and coaches of an USA Wrestling club/team who are participating in the competition and who are current and active USAW members. The competition must be formally scheduled, supervised, and conducted by a recognized sports association, sports organization, civic group, or school, and its rules must be in force. Coverage will not extend to any unsupervised informal competition, or to any non-USA Wrestling sanctioned competitions hosted or conducted by USA Wrestling clubs/teams.**

2. **For club/team competitions (where USA Wrestling club/team members are participating in club/team formats) the entire club/team and coach must be USAW members.**
3. **For individual competitions the individual must be a current USAW member to receive benefits. Such members may participate in competitions without a coach or other club/team members.**
4. **Member coaches only while they are coaching or instructing other USA Wrestling members.**

Coverage Exclusions

1. An injury arising out of war, or any act of war, declared or undeclared;
2. Dental treatment, dental x-rays, other than for injuries to sound natural teeth, expenses incurred for the repair or replacement of existing dentures, partial dentures, braces, fixed or removable bridges, or other artificial restoration;
3. Air travel, parachuting, hang-gliding;
4. Cost of care given by any person employed by the Policy Holder;
5. Suicide or its attempt;
6. Intentional self-inflicted injury;
7. Eye examinations or expenses incurred for repair or replacement of existing eye glasses, artificial limbs or orthopedic braces;
8. Injury or sickness which is covered by any Workers' Compensation Act or similar Law;
9. Aggravation of a pre-existing or chronic condition;
10. Care given by the Federal Government.
11. Not adhering to any and all requirements under a primary policy which would have covered the expenses or a portion thereof.

How long do you have to file a valid claim?

Claims should be filed immediately, but *must* be filed within one year of the accident.

How do you file a valid claim?

Once you have filed the claim with your primary insurance carrier and they have fulfilled their obligations relating to the injury, follow the instructions described below:

1. To begin the process, obtain and complete a Notice of Injury form to start your file with the insurance company. This form may be obtained from themat.com, or your state association membership director or from USA Wrestling by calling 1-719-598-8181 and ask for Membership Processing.

Note: Any individual familiar with the injury – a coach, parent, or official, for example – may fill out the Notice of Injury form.

Important: You must fill out the form entirely. Do not use N/A when completing this form. Be sure to include your USAW membership card number on the Notice of Injury form. (Your membership number appears on the front of your USAW membership card.) Forms without membership numbers or forms not completely filled out may not be processed!

2. **Send the “Notice of Injury” form to USA Wrestling for verification of membership and incident site. The address is already printed on the form. Once membership status and site of injury are verified, USA Wrestling will forward the Notice of Injury form to the sports accident insurance administrator.**
3. Once you have submitted the claim form and allowed time for processing, you can call or write the sports accident insurance administrator directly with any questions you might have. See the address and telephone number below.
4. Remember that you must complete information regarding your primary insurance company and all information regarding the claim.

Failure to do so may delay or invalidate your pending claim.

Insurance Administrator

The insurance administrator for the USA Wrestling secondary sports accident insurance benefit is The Wells Fargo Insurance Services. The address is:

ATTN: Cheryn Schreiber
The Wells Fargo Insurance Services
P O Box 983
Houston TX 77001-0983
Direct: 713-507-4738
Fax: 713-507-9483
cheryn_schreiber@wellsfargois.com.

USA Wrestling

Liability Insurance Information

Type of Coverage

Occurrence Form-Commercial General Liability insurance is provided under the USA Wrestling policy, and includes participant legal liability insurance (explained below). This insurance provides coverage for liability imposed by law. The policy provides Commercial General Liability insurance for Bodily Injury, Property Damage, Personal Injury, Advertising Injury and Incidental Products per the conditions of the policy. **The policy excludes medical payment coverage for athletic participation.**

Limits of the Policy

The limit of liability under the Occurrence Form-Commercial General Liability Insurance Policy for USAW is \$5,000,000 per occurrence. A fire legal limit of \$300,000 is included in those limits of liability.

The Participant Legal Liability Policy is included in the limits of liability described above.

Participant Legal Liability

USA Wrestling is provided coverage for claims brought by Athletic Participants for Bodily Injury and arising out of occurrences for which the named insured is found legally liable. **This does not cover athletes for claims brought against them by another athlete.**

To whom does this policy apply?

The following are covered under USA Wrestling's liability policy, for covered claims and related litigation, after the appropriate fees and/or registration materials have been received and approved:

- ❖ Wrestlers holding Competitor Membership
- ❖ Coaches holding Coach's Membership
- ❖ Officials holding Official's Membership
- ❖ USA Wrestling chartered clubs
- ❖ USA Wrestling chartered club leaders and volunteers
- ❖ Event directors and volunteers of sanctioned events
- ❖ Administrators
- ❖ Trainers (but not as medical malpractice)
- ❖ Additional Insureds, such as owners of facilities, who are specifically listed on appropriate forms prior to the event
- ❖ State Associations

When does this coverage apply?

(See when are these members covered under secondary sports accident insurance (page 2), for an explanation of when the insurance protection applies. Note items #2 and #4 do not apply.)

1. USAW Competitors, Coaches, Officials and other qualified members are covered under the CGL policy, for covered claims and related litigation, after they join USA Wrestling. Joining USA Wrestling requires submitting membership information and the payment of fees to the appropriate party.
2. Clubs, club leaders and club volunteers are covered under the CGL policy, for covered claims and related litigation, when the club is registered as a **Chartered**

Club of USA Wrestling. A club joins USA Wrestling by submitting an Application for Club Charter, being approved, and payment of fees to the appropriate party.

Note: Being a USA Wrestling chartered club carries with it responsibilities: Participation in national sponsorship programs, reviewing the *Club Organizing Guide*, and complying with membership rules, insurance requirements and USA Wrestling's By-laws, operating rules and policies. USA Wrestling benefits and services are provided to chartered clubs in which all wrestlers and designated coaches are individual members of USA Wrestling. Practices must be organized and supervised by USA Wrestling member coaches.

3. Event directors and event volunteers are covered under the policy, for covered claims and related litigation, when the event is sanctioned by USA Wrestling, but coverage applies only on the date(s) of the event and the event's set-up and tear-down days. The sanctioning process requires timely receipt by the National Headquarters of an application for Sanction of an Event form, payment of a sanction fee, and approval of the state association and the National Headquarters of USA Wrestling.

Note: USA Wrestling benefits and services are provided to sanctioned events in which all wrestlers are individual members of USA Wrestling and event directors comply with membership rules, insurance requirements, USA Wrestling's By-laws, operating rules and policies.

Sanctioned events may include formal competitions, meets, wrestling state games, exhibitions, clinics and state association sponsored camps, i.e. Cadet and Junior National Training Camps.

A separate Application for Sanction of Event must be submitted and approved for each event, and one application cannot be submitted for sanction of multiple sites or separate dates.

Certificates of Insurance

Certificates of Insurance will be issued prior to the event.

A Certificate of Insurance is written proof that the named insured has coverage under the liability policy.

Certificates of Insurance will be issued to **clubs**. Any special requests should be made in writing and addressed to American Specialty, 142 N Main St, Roanoke, IN 46783. The owner/operator of the facility used for chartered club practices may be added as a Certificate Holder and/or Additional Insured. Contact the National Headquarters for details. Certificates will be mailed to the Club Leader listed on the appropriate form, and that person is responsible to distribute the Certificate, if applicable.

Sanctioned **events** will be issued a Certificate of Insurance. The owner/operator of the facility used for a sanctioned event may be added as a Certificate Holder and/or Additional Insured. Contact the National Headquarters for details. Certificates will be mailed to the Event Director listed on the appropriate form, and that person is responsible to distribute the Certificate, if applicable.

Special coverage or conditions cannot be accommodated on the Certificate of Insurance, but special language conforming to the needs of state institutions may be

requested. Contact American Specialty, 142 N Main St, Roanoke, IN 46783, for such requests, and allow 30 days for processing.

Additional coverage and understandings

The *property damage* coverage in the liability policy includes liability coverage for loss or damage to items customarily associated with a wrestling event, such as mats, score clocks, gymnasium and locker room facilities. Personal effects of individuals, including cash are **not** covered. Certain spectator property may be covered. Property damage insurance applies only when a legal condition of liability exists, caused by negligence of the insured. **Coverage is subject to a \$500.00 deductible for all valid claims that occur at an actual event or practice.**

Policy does not include full replacement. Cost and depreciation are considered in all claims.

Policy does not cover collision or damage to vehicles used by members in association with USAW sanctioned activities.

Coverage for personal property owned by a chartered club or members is excluded by the policy and should be covered by separate property policy purchased independently.

NOTE: State Associations have coverage for non-owned and hired automobile liability. There is no coverage in place for individual clubs. Please contact Chuck Delich at Wells Fargo Insurance Services, 1-800-332-9256 for any special requirements.

USA Wrestling's liability policy is applicable worldwide, provided claims are brought in the coverage territory as defined in the policy.

The policy period for USA Wrestling insurance is coordinated to expire with the membership year, 12:01 p.m. September 1, 2008. Policies and provisions may change from year to year.

Regional and Junior Olympic Training Centers should apply for liability coverage by submitting an Application for Club Charter, naming the Training Center as the name of the club, and the Regional or Junior Olympic Training Center sites as the practice facility.

USA Wrestling Waiver and Release from Liability

1. I, _____, the undersigned, on behalf of myself, my heirs and next of kin, personal representative, agents, insurers, successors and assigns (all hereinafter "Releasers") hereby FOREVER RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE UNITED STATES OF AMERICAN WRESTLING ASSOCIATION, INC., its insurers, its affiliated clubs, administrators, agents, directors, officers, state organizations, members, committees, volunteers, all employees of USA Wrestling, and any and all participants, officials, referees, coaches, host clubs,

sponsoring agencies, sponsors, advertisers, local organizing committees (and if applicable) owners, lessors and operators of premises used to conduct any USA Wrestling sanctioned event, meet, practice or activity (all hereinafter "Releases") from any and all liabilities, claims, demands, causes of action or losses of any kind or nature, past, present or future, direct or consequential that I may hereafter have for PERSONAL INJURY, PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY OR DEATH, arising out of my participation in, attendance at or traveling to and from any USA Wrestling sanctioned event or activity including, but not limited to, LOSSES CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES, or hidden, latent or obvious defects in the facilities or equipment used.

2. Releaser understands and acknowledges that USA Wrestling sanctioned activities and the sport of wrestling in general have inherent dangers that no amount of care, caution, training, instruction, supervision or expertise can eliminate. RELEASOR EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF PERSONAL INJURY, PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY OR DEATH, sustained while participating in, attending, preparing for or traveling to and from any USA Wrestling sanctioned event, meet, practice or activity, including the risk of PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES, or hidden, latent or obvious defects in the facilities or equipment used.

3. Releaser acknowledges and fully understands that each participant in any USA Wrestling sanctioned event, meet, practice or activity, including Releaser, will be engaging in activities that involve risk of serious injury, including permanent, temporary, total or partial disability, disfigurement, paralysis and any other losses to person or property, including death, and that severe social and economic losses may result not only from releaser's own action, inactions or negligence, but also from the actions, inactions or negligence of other notwithstanding the rules of play or the condition of the premises or of any equipment used. Further Releaser acknowledges and fully understands that there may be other associated risks with such activities that are not known or not reasonably foreseeable at this time.

I ACKNOWLEDGE THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO REVIEW THE PROVISIONS OF THIS DOCUMENT AND UNDERSTAND ITS PURPOSE, MEANING AND INTENT.

(Participant's Signature) _____ (Date) _____ (Print Name)

The undersigned, _____ does hereby represent that he/she is, in fact, the parent or legal guardian of _____ and acting in such capacity agrees to the terms and conditions of the above stated waiver and release.

(Signature of parent or legal guardian) _____ (Date) _____ (Print Name)

(Relationship to minor)

USA Wrestling Policy on Abuse and Harassment

(Revised: October 2005)

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

likely targets for abuse or harassment; similarly, they may be less likely to engage in abuse or to harass or bully others around them.

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

1. Abuse or harassment of any kind will not be tolerated within the organization. This means USAW does not accept physical, sexual, emotional or verbal abuse, harassment or similar misconduct from any person towards athletes, staff, coaches, officials, volunteers, parents, spectators or any other persons while they are participating in or preparing for events or activities conducted under the auspices of USAW.
2. Physical and sexual abuse, including, but not limited to, striking, hitting, kicking, biting or wanton gesturing, lewd remarks, indecent exposure, unwanted physical contact, any form of sexual contact or inappropriate touching are strictly prohibited within the organization and as a part of its events and activities. Physical abuse does not include physical contact that is reasonably designed to coach, teach or demonstrate a wrestling skill.
3. Emotional abuse or verbal abuse is also prohibited. This may include, but is not limited to: yelling, insulting, threatening, mocking, demeaning behavior or making abusive statements in regard to a person's race, gender, religion, nationality/ethnicity, sex or age. Emotional abuse does not include controlled and disciplined verbal communication that is generally accepted in sports as a reasonable method of coaching or teaching the sport.
4. To further protect USAW youth participants, as well as our coaches, officials and volunteers, we strongly advise that no adult person allow him/herself to be alone with a child or with any group of children in a private setting during or while they are participating in sponsored activities of USAW. In particular, in such circumstances, we recommend that coaches or other adult members of the organization:
 - ❖ Do not drive alone with a child participant in the car
 - ❖ Do not take a child alone to the locker room, bathrooms, or any other private room
 - ❖ Provide one-on-one training or individual coaching with the assistance of another adult or athlete
 - ❖ Have private conversations with youth participants within view of others instead of a private office
 - ❖ Do not socialize individually with the participants outside of sponsored activities.
5. When staying overnight with youth participants, children should be paired up with other children of the same gender and similar age group, with chaperones in separate but nearby rooms.
6. USAW encourages parents to become as active as possible in sponsored activities, practices and other events. The more the parents are involved, the less likely it is for abusive situations to develop.
7. USAW will timely respond to any and all allegations of abuse or harassment in matters that are within the purview and jurisdiction of USAW. USAW expects that allegations of abuse or harassment that are properly within the purview and jurisdiction of officials or persons at other levels or of other organizations will be timely responded to and dealt as appropriate. When necessary and appropriate, this information should be communicated to the appropriate authorities for investigation and should be reviewed by appropriate officials, with timely notification to the alleged offender of such allegations.

8. Any person accused of sexual or physical abuse or harassment may be asked to resign voluntarily or may be suspended until the matter is investigated and resolved. Regardless of criminal or civil guilt in the alleged abuse, the continued presence of the person could be detrimental to the reputation of the organization and could be harmful to the participants. A person who is accused but later cleared of the charges, may apply to have a suspension lifted or, if applicable, to be reinstated within the organization. Reinstatement is not a right, and no assurance is made that the person will be reinstated to his/her former position.
9. Any person who violates this Policy, who fails to appropriately report matters covered by this Policy, who makes a false report with respect to matters covered by this Policy or who threatens retaliation or reprisal against an individual for reporting a matter under this Policy will be subject to discipline or other action as may be within the purview and jurisdiction of USAW, including but not limited to suspension or termination of membership in USAW or of any other position in which the person serves in USAW.

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

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

Claims and Potential Claims

Report the facts and circumstances immediately to USA Wrestling Insurance Broker:

Fax to: Mark Thompson
American Specialty
Fax: 1-260-672-8835

In the event of such an occurrence, **DO NOT MAKE ANY STATEMENTS CONCERNING FAULT**, since this is a matter which may require legal determination at a later date. Please also avoid providing any details concerning the coverage or limits of the policy.

It is also important to report POTENTIAL LIABILITY CLAIMS so that the insurance company can take appropriate steps. If you are aware of a situation that could potentially lead to a liability claim, locate and forward to American Specialty any "Waiver or Release" from liability that accompanied any entry forms, if used. Standard Waiver and Release from Liability language is found on the back of every Application for Sanction of Event form.

Any legal papers of any nature should be sent immediately to American Specialty.

It is helpful, in the event of a lawsuit, if USA Wrestling has on file a signed "Waiver and Release from Liability" form for members of USA Wrestling involved in a suit. This signed form can be instrumental in USA Wrestling's defense in the event of a lawsuit brought against USA Wrestling or its members.

Certificate & Information

In the event a certificate is needed or special wording on a certificate is required contact:

American Specialty
Attn: Jeana Born
142 N Main St
Roanoke, IN 46783

Toll-free: 1-800-245-2744
Fax: 1-260-672-8835

Insurance Company

The insurance company for USA Wrestling liability insurance is Philadelphia Indemnity Insurance Company.

Insurance Agent

For specific answers to questions on coverage, conditions and limitations please contact: Jeana Born or Drew Smith, American Specialty at 1-800-245-2744.

Contracting the Use of the Facility

Perhaps the greatest challenge to Team and Facility management is contracting the use of the facility so that the only issue is the outcome of the game, not a spectator's or that evening's rock concert fan's lawsuit. Resolution of this mutual concern is best resolved by a formal agreement that honors the intentions of contractual reciprocity, i.e., "I'll take care of my responsibilities if you take care of yours."

Acknowledging that any given Facility can present differing circumstances of ownership and use by other lessees/contractors, the intended reciprocity is best accomplished by a contract that addresses at least the following considerations:

1. Acknowledging the presence of a formal league schedule as the basis for a contractual agreement, the times (not merely dates) of which the agreement will be in effect needs contractual understanding, whether expressed in clock hours or by function (e.g., upon arrival

and departure). It is then important to make any cause for cancellation a known possibility with a known understanding of expectation and consequence.

2. Contractual agreements should start with and clearly indicate the respective duties of each party and the areas of their operation, e.g., premises maintenance (before, during, and after use), concurrent usages if any of other lessees, spectator services (e.g., seating, concessions, and parking), disaster control, emergency medical services, and security... and then clearly stipulate who will be responsible for the claims arising from those duties and areas.

3. Contract language can then allow each party to release the other from liability for injuries and loss of property arising from incidents that are unrelated to the responsibilities of the other party, i.e., to the effect that "... (1st party) shall defend, indemnify, and hold (2nd party) harmless for (injuries and loss of property) but only in proportion to and to the extent such ... are caused by or result from the activities and alleged negligence of (1st party) ... " to be written once on behalf of the Facility and then again on behalf of the Team.

4. Each party should then contractually require the other to maintain liability insurance of a stated minimum level, provided by a carrier of a stated minimum quality rating, with participant legal liability coverage included, and be named as an additional insured on that policy for those exposures accepted by contract.

Loss Control Considerations

Following contractual agreement, each party needs to address loss control measures that minimize opportunities for injury associated with this agreement. It is especially important to return to and honor the areas of operation in which the duties accepted by contract apply. For example:

1. Premises maintenance, on one hand, can mean the entire complex or the locker room. On the other hand, it can mean continuous maintenance or a return to its prior state after use. Understandings and loss control attentions (e.g., walk-through inspections prior to and after use) must be true to the agreement of intentions. It would be most prudent, for example to make automatic a loss control walk-through of the locker room and adjoining ramp to the field before use to note (and address) atypical conditions as well as after use.

2. On site duties for emergency medical services must distinguish that for stricken players from that for stricken patrons (and the exception for major catastrophes). However, the presence of ambulances and their release for a hospital run must be coordinated in a mutually understood manner for management of both parties' needs.

3. Contractual understanding of responsibility for disaster control, including the procedures for receiving and responding to bomb threats and adverse weather advisories, must be followed by mutual understanding of, and compliance with, those procedures.
4. "Security" covers "whatever". However responsibility is determined, advance planning and training for those ideal judgments for handling the various problems within "crowd control" is not the only goal. Facility management has the opportunity to loss control various problems by policy and practice, e.g., how alcohol sales are to be made, including their termination at a given time of the game. The equivalent opportunity for Team management to loss control player behavior while on premises is less obvious but should at least be examined.
5. The preference and ability of the Team or Facility to transfer selected operations (e.g., security, concessions, transportation) to other parties is not affected unless explicitly understood to be otherwise by contract language. However, should it be permitted, the agreed respective duties of Team and Facility do not change. Consequently, the sub-contracting to others for such should honor the above principles to ensure mutual understandings of responsibility between these parties as well.

USA Wrestling
6155 Lehman Drive, Colorado Springs, CO 80918
719-598-8181