



# 2020 CLUB INSURANCE PROGRAM

(As of 1/1/2019)

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

## OVERVIEW

### Here are a few highlights of the USA Water Ski & Wake Sports Club Insurance Program:

- The program is voluntary and available exclusively to USA Water Ski & Wake Sports affiliated clubs in good standing.
- This program provides General Liability and Participant Accident coverage to enrolled Clubs for liability arising out of the Club's day-to-day operations and activities that are sponsored, organized and/or supervised by the Clubs, but for which sanctioning is not available through USA Water Ski & Wake Sports.
- The program contemplates coverage for common Club activities (such as dinner functions, award banquets/ceremonies, meetings, and approved fundraisers, etc.), maintenance of the Club's equipment, docks, jumps, bleachers, shoreline/lakefront, etc., and 24 hour liability coverage for Club owned or leased equipment (such as ski jumps, slalom courses, piers/docks, swim platforms, bleachers and other equipment) installed on a body of water. Certain club fundraisers may be subject to a separate application and additional premium.
- **The 2020 program will continue to offer some exciting coverage options, including the ability for clubs to purchase private lake liability coverage and increased limits of liability coverage.** Subject to certain eligibility criteria, clubs that own or lease a private ski lake will have the ability to purchase premises liability coverage for liability arising out of the club's ownership and/or responsibility for an entire body of water on a 24/7 basis. In addition, clubs will have the ability to purchase an Excess Liability policy for those clubs that need higher limits of coverage.
- Each Club must complete the required application form and submit the required premium payment to enroll in the program. Coverage will not take effect until the Club's application has been approved by the insurance carriers and an enrollment certificate has been issued. Coverage for certain coverage options may be subject to completion of supplemental applications and additional premium.
- Clubs are required to obtain and maintain signed waiver & release forms from all participants, staff and volunteers in Club sponsored, organized and/or supervised activities.
- This program does not contemplate coverage for Clubs owned or leased boats. Clubs that own or lease boats are required to purchase primary boat insurance coverage separately.

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

# USA WATER SKI & WAKE SPORTS CLUB GENERAL LIABILITY POLICY

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

Scottsdale Insurance Company (Non-Admitted)  
A.M. Best Financial Rating: A+ (Superior)  
Financial Size Category: XV (\$2 Billion or greater)

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

USA Water Ski & Wake Sports affiliated member clubs enrolled into the program, and employees, officials, members and volunteers of enrolled clubs.

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

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

Per Occurrence Limit *	\$ 1,000,000	<i>* Clubs needing higher limits of coverage should contact an EPIC representative for assistance. Excess Liability coverage is available for additional premium, subject to completion of an application and underwriting review and approval. The minimum premium for this optional coverage is \$1,250 for a \$1,000,000 limit excess of the primary coverage.</i>
General Aggregate Limit (Per Club)	\$ 2,000,000	
Master Program Aggregate Limit	None	
Personal & Advertising Injury	\$ 1,000,000	
Products/Completed Operations	\$ 2,000,000	
Damage to Premises Rented to You (for 7 or fewer consecutive days)	\$ 300,000	
Medical Expense (any one person)	Excluded	
Participant Legal Liability	\$1,000,000	
Watercraft Liability (non-owned)	Included	
Deductible (per occurrence)	None	

## ***Are Waiver and Release Forms Required as a Condition of Coverage?***

All participants in Club sponsored, organized and/or supervised activities are required to sign an appropriate waiver and release form prior to participation. Participants mean any athletes, coaches, managers, staff members, team workers, officials, media personnel and any other personnel granted access to a 'restricted area'. Restricted area means areas which are occupied by athletes and to which access by the general public is restricted or prohibited.

For clubs that purchase the optional private lake liability coverage, waivers are also required from any individuals who are allowed to use the club's private lake.

Copies of sample club waiver and release forms (both adult and minor versions) are available at the USA Water Ski & Wake Sports website ([www.usawaterski.org](http://www.usawaterski.org)) under Insurance Resources and Club Insurance Program links. Each enrolled Club is responsible for making sure these forms are being signed and maintained for future reference.

It is important to remember that obtaining signed waivers from all participants does not reduce the need for insurance or effective safety practices. A signed waiver is the Club's "first line of defense" against a cause of action for negligence and is a very effective risk management tool.

## ***What is covered under the Club General Liability policy?***

The Club General Liability policy provides coverage for those sums that the Club becomes legally obligated to pay as damages because of claims brought by third parties alleging bodily injury, property damage, personal or advertising injury caused by the acts or omissions of the Club, its members and volunteers.

The policy includes coverage for liability arising out of each enrolled Club's day-to-day operations and activities that are sponsored, organized and/or supervised by the Clubs for which sanctioning is not available through USA Water Ski & Wake Sports. The policy contemplates coverage for common Club activities such as dinner functions, award banquets/ceremonies, meetings, membership drives, community service projects and approved fundraisers, maintenance of the Club's equipment, docks, jumps, bleachers, shoreline/lakefront, etc. and 24 hour liability coverage for Club owned or leased equipment such as ski jumps, slalom courses, piers/docks, swim platforms, bleachers and other equipment. Private Lake Liability coverage is also an option, and is described in more detail below and on Page 5.

The following are a few of the key coverage areas:

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

***Property Damage Liability:*** protects the Club against claims brought by third parties alleging physical damage to or loss of use of tangible property caused by the negligent acts or omissions of the Club. All Commercial General Liability policies contain exclusions for damage to property in the insured's care custody and control. Therefore, ski equipment, towboats or other personal property used in connection with Club sponsored activities would not be covered in the event of loss or damage. The policy will respond to third party property damage claims caused by use of the equipment, but not to the equipment itself.

***Personal & Advertising Injury Liability:*** protects the Clubs against injury, other than bodily injury, arising out of libel, slander, defamation of character, invasion of privacy, wrongful eviction, wrongful entry, false arrest, wrongful detention or imprisonment, malicious prosecution, misappropriation of advertising ideas or style of doing business, or infringement of copyright, title or slogan.

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

***Premises Liability:*** protects the Club against liability for bodily injury caused by failure to maintain safe, secure and properly maintained premises. Regardless of how or why a person enters a property, property owners may be held liable if injury occurs. Slip-and-fall and trip-and-fall accidents are by far the most common claims in premises liability law suits. While the program automatically provides coverage while a Club is using the private body of water during a Club sponsored, organized and/or supervised activity or event,

premises liability coverage with respect to a club's ownership or lease of a private lake on a 24/7 basis is not automatically covered. Private Lake Liability coverage is subject to certain eligibility requirements, underwriting review and approval, and payment of additional premium. Please refer to Page 5 of this summary for information regarding the optional Private Lake Liability coverage.

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

***Watercraft Legal Liability:*** protects the Club against claims arising out of use and operation of non-owned watercraft (i.e. towboats) less than 51 feet in length in connection with any Club sponsored, organized and/or supervised activity. The watercraft liability coverage is secondary to the watercraft liability coverage required to be carried by the boat's owner. The policy does not afford any liability protection to the boat's owner, nor does it provide coverage for any loss or damage to the boat itself. All boat owners should be required to carry the primary watercraft liability coverage for operation of the boat (naming USA Water Ski & Wake Sports and the Club as Additional Insureds), and to carry hull coverage in the event of loss or damage to the boat itself.

***Host Liquor Liability:*** protects the Club against liability associated with servicing alcohol on a complimentary basis to adults of legal drinking age. The laws vary by state, but most provide that a party which serves alcoholic beverages is liable for injury or damage caused by an intoxicated person if it can be established that the party serving the alcohol caused or contributed to the intoxication of the person. If alcohol is going to be for sale during a Club sponsored, organized and/or supervised activity, the party selling the alcohol will need to secure an appropriate liquor license and carry Liquor Liability coverage. The Club General Liability program does not provide coverage for liability arising out of the sale of alcoholic beverages.

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

- Liability that is (1) not related to the operations of the Club; (2) not related to Club sponsored, organized and/or supervised activities and events; or (3) not caused by the acts or omissions of the Club, its members or volunteers.
- Claims arising out of Club activities and events able to be sanctioned through USA Water Ski & Wake Sports.
- Medical Payments Exclusion
- Claims for Damage to Property in the care, custody and control of the Club.
- Auto Liability & Physical Damage claims.
- Airport, Aircraft and Hot Air Balloon Exclusion
- Watercraft Liability Exclusion (this exclusion does not apply to non-owned watercraft under 51 ft. in length used during Club sponsored, organized and/or supervised activities and events. Coverage is secondary to the primary watercraft liability coverage to be carried by the boat's owner).
- Watercraft Hull Physical Damage Exclusion (no coverage is provided for damage to boats used in connection with Club sponsored, organized and/or supervised activities and events. Refer to Claims for Damage to Property in the care, custody and control of the Named Insureds as specified above).
- Athletic Participant vs. Athletic Participant Exclusion (this eliminates coverage for claims/lawsuits filed by one participant against another for injury. This exclusion does not preclude coverage for the Club.)
- Expected Or Intended Injury Exclusion – excludes coverage for intentional acts which result in "bodily injury" or "property damage" from the standpoint of the Club (this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property).
- Liquor Liability Exclusion (this exclusion applies to the sale of alcoholic beverages or to the sharing of revenue associated with the sale of alcoholic beverages. Host liquor liability coverage is provided to the Club under the policy for alcohol served on a complimentary basis to adults of legal drinking age).
- Lake Liability Exclusion – excludes coverage for premises liability arising out of a Club's ownership, lease or control of an entire private body of water on a 24/7 basis. **[Note: Coverage for a club's ownership or lease of a private body of water may be added by endorsement, subject to underwriting review and approval, and payment of additional premium. See Page 5 of this summary for additional information regarding the optional Private Lake Liability coverage.]**
- Exclusion – Fireworks or Pyrotechnics (excludes coverage for liability arising out of the ownership, maintenance, handling, storage, distribution, sale or use of fireworks, flash-powder, or explosive compositions).
- Exclusion – Concerts [Note: Ski shows and exhibitions should be sanctioned through USA Water Ski & Wake Sports.]
- Exclusion – Amusement Devices (including Trampolines), Bungee Operations, Dunk Tanks, Inflatable Water Devices, Rope Swings and Slides
- Exclusion – Haunted Houses (**coverage may be added by endorsement for additional premium**)
- Exclusion – Rodeos
- Exclusion for Designated Products – All products except concessions and souvenirs.
- Standard General Liability policy exclusions and limitations per standard ISO General Liability policy form, including Workers' Compensation (Bodily Injury to Employees); Employer's Liability; Pollution Exclusion (with hostile fire exception), Motorized Vehicles, Watercraft and Powerboat; War; Terrorism; Nuclear Energy Liability Exclusion, Employment Related Practices Exclusion, Continuous or Progressive Injury and Damage Exclusion, Communicable Disease Exclusion, Lead Exclusion (as approved in applicable states), Asbestos Exclusion, Punitive Damages Exclusion, Mold, Mildew, Fungi & Bacteria Exclusion (as approved in applicable states), Silica or Related Dust Exclusion (as approved in applicable states), Abuse & Molestation Exclusion, Violation of Communication (as approved in applicable states).

*The exclusions identified above do not represent a complete list of exclusions and limitations under the policy. Other exclusions and limitations may apply.*

## ***Private Lake Liability Coverage***

### Overview:

Premises liability coverage for a club's ownership, lease or control over a private lake or other private body of water on a 24/7 basis is available through the Club Insurance Program, subject to certain eligibility criteria (as outlined below), completion of the required Club Insurance Program application form (including specific questions related to private lakes), payment of the required premium and underwriting review and approval.

### Eligibility Criteria:

- The private lake must be owned or leased to a USA Water Ski & Wake Sports member club or USA Water Ski & Wake Sports member.
- The private lake cannot be used for commercial purposes (i.e. fishing for a fee, dock usage for a fee, etc.).
- If the club is a Homeowners Association (HOA) and/or an HOA owns the lake which the club leases, the lake is not eligible for the private lake liability coverage option. The club would still be eligible for all of the other coverages under the program.

### PRIVATE LAKE LIABILITY RATE:

The following rate applies to the Private Lake Liability coverage. The Private Lake Liability premium is in addition to the standard Club Insurance Program base premium and equipment surcharges outlined on Page 15:

Private Lake Liability Premium Rate:                      \$2,100.00 Flat rate per lake

*The premium rate shown above includes applicable surplus lines taxes and fees.*

### Pro-Rata Premium Adjustment:

The Private Lake Liability coverage is eligible for the pro-rata premium adjustment.

The following pro-rata adjustment applies to clubs enrolling into Club Insurance Program for the first time:

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



### ***How do I request a Certificate of Insurance as evidence of the Club General Liability coverage?***

USA Water Ski & Wake Sports has the authority and ability to issue certificates of insurance as requested by enrolled clubs on forms pre-approved by the insurance company.

To obtain a certificate of insurance, the club must complete a Certificate of Insurance request form which is available to all Clubs via the USA Water Ski & Wake Sports web site: [www.usawaterski.org](http://www.usawaterski.org). Please be certain to fill out the certificate request form completely and accurately. Requests for certificates of insurance should be directed to USA Water Ski & Wake Sports national office. Please do not wait to submit your certificate requests until the last minute, as USA Water Ski & Wake Sports may not be able to produce your requested certificate(s) in time for your Club sponsored, organized and/or supervised activity/event. The form must show the full name and address of the certificate holder and whether or not Additional Insured status has been requested. USA Water Ski & Wake Sports will issue and send the certificates to the Clubs via email. The Clubs will be responsible for delivering the requested certificates of insurance to the Certificate Holders.

***Please request Certificates of Insurance only for those third parties who require them and have a direct relationship with your Club's sponsored, organized and/or supervised activities and events.***

A certificate of insurance is a document issued by or on behalf of an insurance company to provide an interested third party (the Certificate Holder) with information regarding the insurance coverage maintained by the Named Insured. The most common type of certificate is provided for informational purposes only to advise a third party Certificate Holder of the existence and amount of insurance issued to the Named Insured, and confers no rights upon the Certificate Holder. The second most common type of certificate is one that in addition to describing the insurance available to the Named Insured, the certificate may also convey information that the Certificate Holder is an "Additional Insured" under the policy issued to the Named Insured, thus giving the Certificate Holder some interest in the policy itself.

For example, Clubs will often be required to provide Certificates of Insurance to the following parties as a means to secure permission from and to confirm availability of bodies of water for Club sponsored, organized and/or supervised activities and events or for installation of Club owned or leased equipment such as ski jumps, slalom courses, piers/docks, swim platforms, and other equipment:

- Private property/lake owners (private bodies of water)
- Public parks/lakes/streams regulated by a government entity (public bodies of water)

If the certificate names the private lake owner or government entity as an Additional Insured, it will protect the private lake owner or government entity against claims caused, in whole or in part, by the acts or omissions of the Club (as the Named Insured) during the Club's use of the property/lake for Club sponsored, organized and/or supervised activities and events and Club owned or leased equipment such as ski jumps, slalom courses, piers/docks, swim platforms, and other equipment. This certificate and the policy will not cover the private lake owner or government entity for liability arising from the private lake owner's or government entity's own negligent acts or omissions.

### ***Important Definitions:***

***Certificate Holder:*** the interested party provided with a certificate of insurance as evidence of the insurance maintained by the Named Insured.

***Named Insured:*** the person, firm, or organization specifically designated on the applicable insurance policy for which the insurance company has agreed to provide coverage (i.e. USA Water Ski & Wake Sports affiliated clubs enrolled in the program).

***Additional Insured:*** an interested party (usually a Certificate Holder) for whom the insurance company has agreed to extend limited coverage, but only with respect to claims caused, in whole or in part, by the acts or omissions of the Named Insured.

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

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

**It is important that key information is recorded for each and every incident that occurs during Club sponsored, organized and/or supervised activities and events, and that this information is promptly reported.** USA Water Ski & Wake Sports has developed a Club General Liability Incident Report form for this purpose. The Incident Report form is available to all Clubs via the USA Water Ski & Wake Sports web site: [www.usawaterski.org](http://www.usawaterski.org) (under the Insurance Resources and Club Insurance Program links).

A Club official should complete the Incident Report form at the time of an Accident, Injury or Other Incident. Please be certain to fill out the Incident Report form completely and accurately. Prompt reporting of incidents provides the insurance company with a head start in evaluating and resolving these matters, where possible, and ensures that the strongest possible defense can be provided to the Club in the event that a liability claim is filed. A claim is an actual demand for damages by a third party.

Incidents may include injuries to participants, spectators, volunteers, boat accidents, theft or damage to property of a third party, etc. Examples of incidents which need to be reported include, but are not limited to, the following:

- Serious Injury or Illness
- Drowning
- Other Fatality
- Minor Property Damage
- Serious Property Damage
- Boating Accident
- Missing Person(s)
- Theft

**Completed Club General Liability Incident Report forms should be submitted to:**

***By mail:***

USA Water Ski & Wake Sports, Inc.  
ATTN: Competition & Events Dept.  
1251 Holy Cow Road  
Polk City, Florida 33868

***By facsimile:***

(863) 325-8259

***By email:***

[competition@usawaterski.org](mailto:competition@usawaterski.org)

**NOTE:** Any incident involving serious bodily injury requiring emergency medical transport or a death/fatality should be reported immediately to K&K Insurance by calling the following claims number: **1-800-237-2917**.

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

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

USA Water Ski & Wake Sports affiliated clubs must complete and submit the required Club Insurance Program application form along with the appropriate premium payment to USA Water Ski & Wake Sports. USA Water Ski & Wake Sports will then issue a certificate of insurance confirming your Club's enrollment into the program once the insurance underwriters have approved the application.

### **What activities, events and exposures are covered under the standard Club General Liability policy?**

This program contemplates liability coverage for club sponsored, organized and/or supervised activities such as dinner functions, award banquets/ceremonies, meetings, membership drives, community service projects and fundraisers which have been submitted and approved by the carrier as part of the application and underwriting process. The program also contemplates coverage for activities related to the Club's maintenance of its equipment, docks, jumps, bleachers, shoreline/lakefront, etc. and 24 hour liability coverage for Club owned or leased equipment such as ski jumps, slalom courses, piers/docks, swim platforms, bleachers, etc.

### **Our club is leasing a private lake from a landowner, and the landlord is making our club responsible for the entire lake on a 24/7 basis. Is this covered under the Club General Liability coverage?**

Clubs who own or lease a private lake and are responsible for the entire private body of water on a 24/7 basis may purchase Private Lake liability coverage through the USA Water Ski & Wake Sports Club Insurance Program. The coverage is subject to certain eligibility criteria, completion of the Club Insurance Program application form (including specific questions related to private lakes), payment of additional premium, and underwriting review and approval. *[Note: Clubs that are Homeowner's Associations (HOA) or leasing a lake owned by an HOA are not eligible for the Private Lake Liability coverage. In addition, the private lake cannot be used for commercial purposes (i.e. fishing for a fee, dock usage for a fee, etc.).]*

### **Our club is responsible for liability arising out of our equipment that is installed on a private lake, but we are not responsible for the entire body of water on a 24/7 basis? Do we still need to purchase the Private Lake Liability coverage?**

No. If your club is only responsible for liability arising out of your equipment, then you do not need to purchase the optional private lake liability coverage. The private lake liability coverage is designed for those clubs that are responsible for the entire lake on a 24 hour basis.

### **If our club purchases the Private Lake Liability coverage, do we still have to purchase the liability coverage related to our equipment installed on the lake, such as our ski jump, swim platform and slalom course?**

Yes. The Equipment surcharges are in addition to the Private Lake Liability surcharge. You must purchase the liability coverage on your equipment (i.e. dock, slalom course, swim platform and ski jump) for coverage to apply.

### **Does the Club General Liability coverage eliminate the need to sanction events through USA Water Ski & Wake Sports?**

No. The Club Insurance Program is designed to pick up coverage for Club day-to-day operations, activities and exposures which are not covered through USA Water Ski & Wake Sports as part of sanctioning. Water ski tournaments, clinics, shows, exhibitions, races, competitions, practices and related activities should continue to be sanctioned through USA Water Ski & Wake Sports.

### **Our Club conducts fundraisers each year. Are these covered under the USA Water Ski & Wake Sports Club Insurance program?**

Club fundraisers such as car washes, bake sales, etc. which have been disclosed on the enrollment application and approved by the underwriters are covered. Certain club fundraisers such as hayrides and haunted houses may be subject to a separate application and additional premium.

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

No. The Club General Liability policy only provides coverage to the Club for host liquor liability (where alcohol is served on a complimentary basis to adults of legal drinking age). Coverage for the sale of alcohol is not covered.



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

Certificate of Insurance request forms are available at the USA Water Ski & Wake Sports website ([www.usawaterski.org](http://www.usawaterski.org)) or by contacting the USA Water Ski & Wake Sports national office. See the Certificates of Insurance section of this brochure for more details.

**Can a third party be covered by this insurance?**

Yes. Third parties having an insurable interest may be named as an “Additional Insured,” but only with respect to the operations of and the negligent acts or omissions of an enrolled Club, its members and volunteers. Examples might include event sponsors, land/lake owners offering use of their property, facilities, etc.

**Should I provide a vendor/contractor (such as a concession stand operator) with a certificate of insurance naming the vendor/contractor as an Additional Insured?**

Vendors and contractors should carry their own General Liability insurance to cover their negligent acts and omissions. Clubs should not be liable for the actions of anyone contracted to provide goods and services in connection with Club sponsored, organized and/or supervised activities and events. These contracted parties should be required to provide a certificate of insurance as evidence of their own General Liability coverage with the certificate naming the Club as an Additional Insured. If the vendor provides a certificate in favor of the Club, then a reciprocal certificate may be provided to the vendor/contractor.

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

No. General Liability policies do not cover damage to personal property in the care, custody and control of the Named Insured. It does not matter whether the equipment and personal property is owned, leased, rented or borrowed from others for use during a Club sponsored, organized and/or supervised activities and events....NO COVERAGE APPLIES. The owners of any equipment or personal property should be made aware of this fact (so that the owners can make sure that appropriate property insurance or similar coverage is in effect).

**What about damage to ski equipment used in connection with Club sponsored, organized and/or supervised activity or Event?**

Again, damage to personal property used by the Club is not covered under the Club General Liability policy for loss or damage. This personal property should be insured by the owner of such property.

**Does the policy provide coverage for boats used in connection with Club activities or events?**

Yes, but for liability claims only and the coverage is subject to the following limitations. The policy only protects the Club against claims arising out of use and operation of non-owned watercraft (i.e. towboats) less than 51 feet in length in connection with Club sponsored, organized and/or supervised activities and events. This coverage is secondary to the primary watercraft liability coverage required to be maintained by the boat's owner, and the policy does not afford any liability protection to the boat's owner. Loss or damage to the boat itself is not covered under the Club General Liability policy. The boat's owner should be required to carry the primary watercraft liability coverage for operation of the boat (naming the Club as Additional Insureds), and to carry hull coverage in the event of loss or damage to the boat itself.

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

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

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

The member who owns the boat should be required to carry the primary watercraft liability coverage for the use and operation of the boat (naming the Club as an Additional Insured), and to carry hull coverage in the event of loss or physical damage to the boat itself.

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

The boat dealership donating the boat for use should be required to carry the primary watercraft liability coverage for the use and operation of the boat (naming the Club as an Additional Insured), and to carry hull coverage in the event of loss or physical damage to the boat itself.

**What if the boat we plan to use during a Club activity or event is 51 ft. or longer?**

The Club General Liability policy limits coverage to the use and operation of non-owned watercraft less than 51 feet in length in connection with Club sponsored, organized and/or supervised activities and events. Therefore, no coverage would be available for a boat that is 51 ft. or longer. We recommend that the Club use a boat that is less than 51 ft. in length.

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

Yes, depending upon the nature of the claim and subject to applicable policy terms and conditions, coverage is contemplated for Participant Legal Liability exposures.

**Does the Club General Liability policy provide coverage for lawsuits filed by one participant against another participant?**

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

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

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

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

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

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

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

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

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

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

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

**Our Club is going to have a "work day" to perform repairs and maintenance on our jump, dock, bleachers, etc.? Would this activity be covered?**

Yes. The Club General Liability policy contemplates coverage for activities related to the maintenance of club equipment covered under the program.

## **USA WATER SKI & WAKE SPORTS CLUB PARTICIPANT ACCIDENT POLICY**

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

### ***Who is the Insurance Carrier for the USA Water Ski & Wake Sports Participant Accident Policy?***

Program is underwritten by Nationwide Life Insurance Company  
A.M. Best Financial Rating: A+ (Superior)  
Financial Size Category: XV (\$2 billion or more)

### ***Who is eligible for coverage under the USA Water Ski & Wake Sports Participant Accident Policy?***

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

### ***What is covered under the USA Water Ski & Wake Sports Participant Accident policy?***

Subject to the applicable benefit limits and exclusions, the policy pays for reasonable Medical Expenses and Accidental Death and Dismemberment benefits for eligible participants who sustain accidental bodily injury while participating in Club approved, sponsored, organized and/or supervised activities and events such as dinner functions, award banquets/ceremonies, meetings, and approved fundraisers, etc.

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

- Loss occurring during an activity or event that has been sanctioned through USA Water Ski & Wake Sports.
- Expenses related to: (1) the examination, prescription, purchase, or fitting of eyeglasses, contact lenses, or hearing aids; (2) treatment by a person employed or retained by the plan sponsor or its subsidiaries or affiliates and for which no charge is normally made; or (3) care or treatment by a person who ordinarily lives in your home or is a parent, grandparent, spouse, brother, sister, or child of either you or your spouse.
- Loss resulting from suicide, attempted suicide or loss that is intentionally self-inflicted.
- Loss caused by or resulting from a declared or undeclared war.
- Loss resulting from air travel unless the insured is a passenger on a regularly scheduled flight of a properly licensed commercial airline.
- Benefits payable under: (1) another insurance contract or prepayment plan; (2) a trusteed, union, employer, or employee benefit plan; (3) Workers' Compensation (or a similar occupational law); or (4) a government plan (except Medicaid and other public assistance plans), including one set forth by statute (such as Medicare).
- Other exclusions and limitations as noted in policy.

***What benefits and limits are provided under the USA Water Ski & Wake Sports Participant Accident Policy?***

***Accidental Medical Expense Benefits***

Maximum Benefit Amount: \$10,000 (subject to \$1,000 deductible)

The policy provides coverage for medical expenses (up to the maximum benefit amount) caused by an accident during participation in a Covered Activity (i.e. Club approved, sponsored, organized and/or supervised activities and events).

The medical care and treatment related to the accident must begin within 90 days of the accident, and all covered medical expenses must be incurred within 3 years of the date of accident.

Covered Medical Expenses include the following reasonable and customary charges for treatment, services, and supplies provided or prescribed by a doctor:

- (1) local professional ambulance service from a hospital or surgical center to either the injured person's home or to any other local medical facility for further treatment (ambulance service from the scene of the accident is not covered);
- (2) hospital or surgical center care;
- (3) medical treatment;
- (4) nursing care provided by a licensed nurse;
- (5) X-rays and lab exams;
- (6) prescription drugs and therapeutic services and supplies;
- (7) dental treatment as a result of injury to sound, natural teeth; and
- (8) all licensed home health care agency services and supplies required by law.

The policy provides coverage against loss in excess of and on a secondary basis to coverage provided under other valid and collectible medical insurance and is subject to a \$1,000 deductible per claim.

***Accidental Death and Dismemberment***

Principal Amount: \$5,000

If the covered accident results in any of the following losses within one year from the date of the accident that is not otherwise excluded, the following benefits will be paid:

Loss of Life.....	100% of Principal Amount
Loss of an Arm .....	75% of Principal Amount
Loss of a Leg .....	75% of Principal Amount
Loss of a Hand .....	50% of Principal Amount
Loss of a Foot .....	50% of Principal Amount
Loss of Sight in an Eye .....	50% of Principal Amount
Loss of Speech.....	50% of Principal Amount
Loss of Hearing in an Ear .....	25% of Principal Amount
Loss of Thumb and Index Finger of the Same Hand .....	25% of Principal Amount

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

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

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

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If you are injured while participating in a Club approved, sponsored, organized and/or supervised activity or event that is not sanctioned by USA Water Ski & Wake Sports, please notify a Club official of your injury so that an Club Insurance Program Incident Report form can be prepared. If an Incident Report is not prepared to document your injury, your claim will likely be denied by the Club Participant Accident carrier.

Should you require medical treatment as a result of your injury, the on-site Club Official will provide you with a Medical Claim form. The Incident Report form and the Medical Claim form are both available to all Clubs via the USA Water Ski & Wake Sports web site: [www.usawaterski.org](http://www.usawaterski.org) (under the Insurance Resources and Club Insurance Program links).

**Please follow these instructions when submitting your Participant Accident medical claim:**

**DO NOT SUBMIT CLAIM FORMS, MEDICAL BILLS OR OTHER ITEMS TO USA WATER SKI & WAKE SPORTS.**

1. Submit your medical expenses to your primary medical/health insurance provider for consideration and payment. Your primary coverage would include group medical/health insurance available through your employer, spouse, parent or legal guardian, Medicare, Medicaid, Armed Forces or other coverage. The Club Participant Accident coverage is secondary (i.e. excess) to your primary coverage.
2. Your primary medical/health insurance carrier will issue an Explanation of Benefits (EOB) showing payment or denial of each medical expense related to your injury.
3. Once you receive the EOB paperwork from your primary medical/health insurance carrier, please complete the Club Participant Accident Medical claim form. Be sure to attach the following documents to your completed Club Participant Accident Medical claim form:
  - The Itemized Insurance Billing form(s) from your physician (HCFA form), hospital (UB 92) or other provider. These forms must show the following: Patient's Name, Condition/Diagnosis, Type of Treatment, Date Expense Incurred and the Charges.
  - The Explanation of Benefits (EOB) form(s) showing payment or denial of each medical billing.
4. Submit your completed Club Participant Accident Medical Claim form along with the Itemized Insurance Billing forms and your Explanation of Benefits form(s) to:

***By mail:***

K&K Insurance Group, Inc.  
ATTN: Claims Department  
1712 Magnavox Way, P.O. Box 2338  
Ft. Wayne, IN 46801

***By facsimile:***

312-381-9077

***By email:***

KK\_PAClaims@kandkinsurance.com

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

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

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

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

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

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

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

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

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

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

The Club Participant Accident policy will pay the reasonable and customary charges for medically necessary medical services up to the applicable benefit amount, subject to the \$1,000 deductible and any applicable policy sub-limits, policy terms and conditions, limitations and exclusions. All medical expenses must be incurred within 3 years of the date of accident.

### **What if I have other insurance? Will the Club Participant Accident policy pay for all of the bills my insurance does not?**

The Club Participant Accident carrier will determine the reasonable and customary charge for the covered medical expense. The Club Participant Accident carrier will then reduce that amount by either a) amounts already paid or payable by your other insurance plan; or b) the specified integrated deductible amount, whichever is greater. The Club Participant Accident carrier will then pay the resulting amount, but in no event will the Club Participant Accident carrier pay more than the specified benefit amount. While the Club Participant Accident policy will usually reimburse you for any deductible or co-payment you may be responsible for, it will not reimburse you for charges that your insurance company does not pay because they exceed "reasonable expenses" or the "usual and customary" allowance.

### **What does "reasonable expenses" or "usual and customary allowance" mean? Is this just another way to avoid paying a claim?**

Most medical plans exclude reimbursement for medical charges that are higher than those generally made in the local area where treatment is received. If your insurance company does not pay a bill in full because the charges exceed "reasonable expenses" or the "usual and customary allowance," those expenses are not likely to be paid under the Club Participant Accident policy either.

### **Do I have any obligation to pay bills that have been turned down because they are higher than "reasonable expenses" or the "usual and customary allowance?"**

When you receive treatment from a doctor or hospital, you usually sign an agreement with the doctor or hospital stating that you are ultimately responsible for payment of their bill. However, you do have the right to question the validity of the doctor or hospital's charges.

### **When will the bill from my claim be paid?**

Normal processing time is three to four weeks from the date the claims representative receives your bill and all of the essential paperwork. Please be sure that your submission of paperwork is complete in order to avoid any delays. Please keep in mind that the Club Participant Accident policy is excess over your own medical/health insurance coverage, so make sure you submit a copy of the Explanation of Benefits (which indicates what your carrier paid or denied on your medical expenses).



## USA WATER SKI & WAKE SPORTS CLUB INSURANCE PROGRAM

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

**Base premium** (for Clubs with 30 members or less): \$575.00  
**Base premium** (for Clubs with more than 30 members): \$275.00 plus \$10.00 per member

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

Club ownership/control of a dock/pier: \$111.00 Rate per dock/pier  
Club ownership/control of a slalom course: \$111.00 Rate per slalom course  
Club ownership/control of a swim platform: \$279.00 Rate per swim platform  
Club ownership/control of a ski jump: \$830.00 Rate per ski jump

### **Private Lake Liability Surcharge (in addition to Base Premium):**

Private Lake Liability Premium: \$2,100.00 Rate per lake

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

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

*Notes: The base premiums, equipment surcharges and private lake liability surcharge shown above include commissions for placement of the coverage, fees for administration of the program, and applicable surplus lines taxes and fees. The program is subject to 25% minimum earned premium.*

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

- Coverage is only available to USA Water Ski & Wake Sports affiliated clubs in good standing.
- Clubs must complete and submit the required application to USA Water Ski & Wake Sports.
- Your Club's insurance will not go into effect until the Club's application has been approved by the underwriters and the premium payment has been received in full.
- USA Water Ski & Wake Sports will issue a certificate of insurance confirming coverage for your Club under the program once approval has been received from the underwriters and premium payment has been received.
- Coverage under the program will expire at 12:01 AM on 1/1/2021.



**EPIC Entertainment & Sports**

2727 Paces Ferry Road, Building 2, Suite 1500

Atlanta, Georgia 30339

678.324.3300 (Telephone)

678.324.3303 (Fax)

[sports.epicbrokers.com](http://sports.epicbrokers.com)

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EPIC Entertainment and Sports is uniquely positioned to provide our clients with specialized resources on a global scale that can respond to complex or non-traditional risks, as well as risks that have significant international elements. EPIC is an international insurance brokerage and specialty risk management firm headquartered in New York, with additional offices across the United States and in Canada, Bermuda and the United Kingdom. EPIC applies its superior analytical approach to risk management and insurance placement for a range of industries that include media, technology, and professional services in addition to sports and entertainment. We look forward to continuing to provide our clients with access to additional resources and expertise that our competitors cannot match.

EPIC Entertainment & Sports is a **global leader in insurance and risk management services for the sports and entertainment industries**. We have developed a reputation for providing innovative, comprehensive and cost-effective solutions for our valued clients. EPIC Entertainment and Sports is headquartered in Atlanta, with additional offices in Colorado Springs, our highly skilled associates simply know your business and the inherent needs of your industry.

EPIC Entertainment & Sports serves some of the nation's most prestigious **professional and amateur sports organizations, foundations, national governing bodies, associations, teams and venues**. Our clients value the role we play as an extension of their team, providing essential risk management counsel in addition to the placement of custom insurance solutions. Over 200 sports organizations look to EPIC for this approach to risk management and insurance that distinguishes us from the competition.

EPIC Entertainment & Sports applies its expertise to **events**, ranging from world-class sporting events (e.g., ATP Tour World Championships, Quicken Loans PGA Golf Tournament, US Pro Cycling Challenge) to concerts and local events. Working with event organizers, sponsors and promoters, EPIC provides risk management and insurance support to over 100,000 events per year.

EPIC Entertainment & Sports works with **individual athletes and entertainers** to provide insurance products designed to protect their financial future (and that of their family) in the event of death, disability, sickness or other exigencies associated with their skill. Top money winners on the ATP and PGA tours, auto racing champions, elite players in the NBA, NHL, NFL and MLB, and high profile collegiate, individual sport and entertainment performers are among our clientele. In total, over 1,100 athletes and entertainers are insured through our offices each year.