



1 Olympic Plaza
Colorado Springs, CO
80909-5770
o. 719.866.4578
f. 719.866.4050
usaswimming.org

TO: USA Swimming Local Swimming Committees
USA Swimming Member Clubs

FROM: USA Swimming, Inc.

RE: **2023 LSC and Club Insurance Packet**

Enclosed is the USA Swimming **2023 General Liability, Excess Liability and Excess Accident Medical Proof of Insurance** for member clubs and Local Swimming Committees (LSCs). The first Certificate of Liability Insurance (e.g., a IOA Class-1 certificate) in this packet is proof of your General Liability insurance coverage. It describes both the types of insurance coverage provided by USA Swimming as well as the limits of liability for covered activities. The second Certificate of Liability Insurance in this packet is proof of your Excess Accident Medical Insurance.

General Liability & Excess Liability Additional Insured Certificates (e.g., an IOA Class-2 certificate)

Additional Insured certificates, or Class-2 certificates, are requested through IOA Insurance Services. IOA Insurance Services requires LSCs and member clubs to request Class-2 certificates from IOA directly. This can be accomplished by submitting a form either:

- Online at <https://fs22.formsite.com/usaswimming/IOA/index.html> or
- By emailing the **fully completed** IOA-USA Swimming General Liability Certificate Request Form (available on page 5 of this packet) to USASCOI@ioausa.com.

A separate request form should be completed for each location requiring a Class-2 certificate. IOA will monitor and respond to requests between 6:00 a.m.–6:00 p.m. (Mountain) Monday – Friday. A completed certificate will be emailed by the IOA Service Team to your facility and your club. This email will be sent from mail-server@csr24.email. If the facility requires special wording/endorsement, you will need to contact the IOA Service Team at USASCOI@ioausa.com. Be sure to include the name of your club, the name of the facility, and the special wording or specific endorsement required on the IOA-USA Swimming General Liability Certificate Request Form. If you need to speak with someone immediately, contact James Gauss (407-998-4274) or Paige Montgomery (303-565-1126).

If you have an emergency, need after hours or weekend service, or have any questions regarding the General Liability and Excess Liability Insurance Program, please contact John Burkart, Esq. (John.Burkart@ioausa.com, 949-466-5407) or JD Wallum (JD.Wallum@ioausa.com, 719-651-5582).

ATTENTION NEW CLUBS: For new member clubs, USA Swimming will request the IOA Service Team issue an Evidence Only General Liability Certificate for your records. All other certificate requests (for the facility, etc.) need to be made by submitting a request online via <https://fs22.formsite.com/usaswimming/IOA/index.html> or by emailing the IOA-USA Swimming General Liability Certificate Request Form to USASCOI@ioausa.com.

All Report of Occurrence Forms are submitted directly to USA Swimming online at: www.usaswimming.org/roo.

USA Swimming Insurance and Risk Management Information can be found at: www.usaswimming.org/insurance.

If you have a question about the Excess Accident Medical Insurance Policy, please contact Sandi Blumit at RMS at 1-800-777-4930 (x12).

Other insurance coverage may be necessary for LSCs and clubs such as Directors & Officers insurance coverage (especially for non-profit boards) or Workers Compensation insurance coverage. Those insurance programs can be purchased through a local agent or at <https://usasmarketplace.com>. Property and Crime insurance may also be necessary to protect LSC or club-owned property or money and securities managed by the LSC or club.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Management Services, Inc. P.O. BOX 32712 Phoenix AZ 85064-2712	CONTRACT NAME: Carolyn J Blumit PHONE: (602) 840-3234 (A/C No Ext): E-MAIL: cblumit@theriskpeople.com ADDRESS:		FAX: (602) 274-9138 (A/C No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED USA Swimming, Inc. dba USA Swimming etal One Olympic Plaza Colorado Springs CO 80909-5770	(719) 866-4578		INSURER A: National Union Fire Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	19445

COVERAGES

CERTIFICATE NUMBER: Cert ID 27558

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						<input type="checkbox"/> EACH OCCURRENCE <input type="checkbox"/> DAMAGE TO RENTED PREMISES (Ea occurrence) <input type="checkbox"/> MED EXP (Any one person) <input type="checkbox"/> PERSONAL & ADV INJURY <input type="checkbox"/> GENERAL AGGREGATE <input type="checkbox"/> PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<input type="checkbox"/> COMBINED SINGLE LIMIT (Ea accident) <input type="checkbox"/> BODILY INJURY (Per person) <input type="checkbox"/> BODILY INJURY (Per accident) <input type="checkbox"/> PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ <input type="checkbox"/>						<input type="checkbox"/> EACH OCCURRENCE <input type="checkbox"/> AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT <input type="checkbox"/> E.L. DISEASE - EAEMPLOYEE <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT	\$
A	XS Accident-Medical			SRG0009160628	01/01/2023	01/01/2024	Maximum Limit	\$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of Participant Accident-Medical Insurance.

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Carolyn J. Blumit</i>

Covered Activities

With respect to USA Swimming member clubs, group members, member coaches, volunteers and additional insured owners/lessors of premises, sponsors, and co-promoters, "Covered Activities" are defined as:

1. Swimming meets that have been issued a written sanction or approval. Approval means a permit issued by one to the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.
2. Swimming practices, dry land training activities, camps and learn to swim programs where all swimmers or participants are members of USA Swimming, Inc. or U.S. Masters Swimming and are conducted under direct and active supervision of a member coach. Dry land training activities means weight training, running, calisthenics, exercise machine training, and any other activity for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
3. USA Swimming, Inc., Swim-A-Thons fundraising activity which clubs can purchase for lap-a-thons.
4. Approved social events and approved fundraising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc., or its authorized representative.
5. Swimming tryouts. Swimming tryouts means swimming practices where a swimmer(s) who is not and how has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty consecutive days in a twelve-month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
6. Office premises liability for member clubs and LSCs.
7. STSC, CPR and Lifeguard Certifications of USA Swimming member coaches done by USA Swimming member coaches that are member representatives of one of the approved agencies listed on the USA Swimming STSC In-Water Skills Checklist.
8. "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA member clubs with community teams that are not USA Swimming member clubs.
9. USA Swimming Officials attending an Observed Swim Meet, which is defined as a swim observed by assigned USA Swimming officials for conformance with USA Swimming technical rules in a meet conducted under other than USA Swimming rules and sanction.



General Liability Certificate of Insurance Request Form



Date of the Cert Request:	
Swim Club Name:	
Swim Club Address: City, State, Zip	
Swim Club Member #:	
Swim Club Contact that Completed the Request Form:	
Swim Club Contact Phone & Email Address:	
Certificate Holder Name:	
Certificate Holder Mailing Address	
Certificate Holder Email Address :	
Event Description:	
Type of Certificate Requested:	<input type="checkbox"/> Class-1 (Proof of coverage only) <input type="checkbox"/> Class-2 (Proof of Coverage and confirmation that the Certificate Holder is an Additional Insured) <input type="checkbox"/> Class-3 (Used when the Additional Insured requires specific endorsements, such as Additional Insured form CG 2012 or CG2026, specific Waiver of Subrogation, etc.)
Details of Any Specific Certificate Requests from the Certificate Holder:	

1. Please include a copy of the facility use or other agreement provided by the certificate holder, if available.
2. A separate form should be requested for each location
3. Please forward completed COI request form to:

IOA Insurance Services
Attn. USA Swimming Service Team
E-mail: USASCOI@ioausa.com

**Instructions for Completing the
IOA–USA Swimming General Liability Certificate Request Form**

- 1) Download or save the IOA-USA Swimming General Liability Certificate Request Form.
- 2) Complete the IOA-USA Swimming General Liability Certificate Request form for the first certificate holder.
- 3) Save the PDF form by selecting “File” and then “Save As”.
- 4) Rename the form to reflect the next certificate holder and click “Save”.
- 5) Update the Certificate Holder information rows.
- 6) Save.
- 7) Repeat steps 3-7 for each certificate request.
- 8) Email the completed form to USASCOI@ioausa.com.

**USA Swimming
2023
General Liability, Excess Liability and Excess Accident Medical
Insurance Summary**

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USA Swimming
1 Olympic Plaza
Colorado Springs, CO 80909-5770
Phone: 719/866-4578
FAX: 719/866-4050

The following is a narrative summary of coverage provided by the various policies and is not intended to change, modify or negate any policy terms, provisions, conditions and/or exclusions.

MEMBERSHIP PROTECTION:

USA Swimming's policy for membership protection is:

- To provide safety education for its membership;
- To provide excess accident medical protection for USA Swimming members who may suffer injuries while participating in insured activities;
- To provide evidence of financial responsibility so that USA Swimming clubs can conduct insured activities.

To implement this policy, USA Swimming has adopted two major programs:

- Excess Accident Medical Protection
- General Liability & Excess Insurance

These programs are intended to provide reasonable protection for USA Swimming athletes, non-athlete members and clubs.

LIABILITY INSURANCE PROGRAM

A. General Liability

Insurance Company: Accredited Surety and Casualty Company, Inc.
Policy Number: **1-TPM-IN-17-01269002**
Policy Term: January 1, 2023, to January 1, 2024 (12:01 a.m. Mountain Standard Time)

Who is Insured:

- Named Insureds
 - USA Swimming, Inc. dba USA Swimming
 - USA Swimming member clubs and Local Swimming Committees
 - USA Swimming Foundation, Inc.
- Other Insureds - Clubs or Group Members but only as respects liability arising from “Covered Activities”:
USA Swimming, Inc. member clubs, in which all athletes or participants and coaches are members of USA Swimming, Inc., group members, volunteers and “**member coaches**” solely as respects to “bodily injury” and “property damage” arising from “covered activities” for which a group member has received approval from USA Swimming, Inc., or its authorized representative.

Coverage & Limits:

Coverages	Limits of Liability
Bodily Injury and Property Damage Combined	\$2,000,000 Each Occurrence Per Event
General Aggregate	\$4,000,000 Per Event
Personal Injury and Advertising Injury	\$2,000,000
Damage to Rented Premises	\$2,000,000
Products-Completed Operations	\$2,000,000 Annual Aggregate
Medical Payments (third party)	\$5,000 Any One Person
Participant Legal Liability – Occurrence	Included
Participant Legal Liability – Aggregate	Included
Sexual Abuse/Molestation	\$2,000,000 Each Occurrence
Sexual Abuse/Molestation	\$4,000,000 Annual Aggregate
Employee Benefits Liability	\$2,000,000 Each Claim (\$1,000 Deductible)
Employee Benefits	\$2,000,000 Annual Aggregate

B. Excess Liability

Insurance Company: Accredited Surety and Casualty Company, Inc.
Policy Number: **1-TPM-IN-17-01269003**
Policy Term: January 1, 2023, to January 1, 2024 (12:01 a.m. Mountain Standard Time)

Coverage & Limits:

Coverages	Limits of Liability
Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000

Who Is an Insured: **Named Insureds** and **Other Insureds** (See General Liability for definitions)

Exclusions-OTHER INSUREDS ONLY: (The following list is not inclusive)

This insurance does not apply to bodily injury and/or property damage, claims or suits arising out of or related to:

- The use of a diving board or diving platform regardless of when it occurs, how it occurs and/or whether it is related to **Insured Activities**. This exclusion does not apply to starting platforms as described by the technical rules of USA Swimming, Inc. in effect on the date of the **occurrence**.
- Racing starts in a water depth less than the minimum required in the USA Swimming Inc. (dba USA Swimming) Technical Rules or by any municipal, local, or state ordinance, regulation, code, or statute in effect at the date of the occurrence.
- Any occurrence arising out of or related to any sporting activity other than swimming. This exclusion does not apply to dryland training activities and intra club water polo.
- The ownership, entrustment, maintenance, operation, use, loading or unloading of any **automobile** or **aircraft** owned or operated by or rented or loaned to any insured, or any other **automobile** or **aircraft** operated by any person in the course of his employment by any Insured.
- Any obligation for which the Insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- Employment-related practices including but not limited to wrongful termination, discrimination, or sexual harassment.
- Any intentional acts.
- *Pollution with Hostile Fire & Water Treatment Chemicals exception.*
- **Player vs. Player**
- **Climbing Walls, Fireworks, Hot Air Balloon, Dunk Tanks, Haunted Houses, Amusement Devices, Rodeos, Bungee Operations & Concerts.**
- **Excess Liability coverage for Sexual Abuse/Molestation unless required by contract**

This description of coverage summarizes the provisions of the Accredited Surety and Casualty Company, Inc. policy issued to USA Swimming. Should there be any discrepancy between the policy and this description, policy provisions will prevail.

Insured Activities-OTHER INSUREDS ONLY: (Inclusive)

The insurance afforded by this policy applies to any Other Insured for insured activities. Insured activities are defined as:

- Swimming meets that have been issued a written meet sanction or a meet approval. Approval means a permit issued by one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non- members may compete. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.
- Swimming practices, dryland training activities, camps and learn-to-swim programs where all swimmers or participants are registered as athlete members of USA Swimming or U.S. Masters Swimming, and which are conducted under the direct and active supervision of a USA Swimming member coach. Dryland training activities means weight training, running, calisthenics, exercise machine training, and any other activity for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- United States Swimming, Inc. Swim-A-Thons®, fund raising activity which clubs can purchase for lap-a-thons.
- Approved social events and approved fund-raising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- Swimming Tryouts. Swimming tryouts means swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty (30) consecutive days in a twelve (12) month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
- Lifeguarding services provided by club employees, group members or volunteers for the benefit of **the club only**. Individuals must be lifeguard certified.
- Office Premises liability for LSCs and Member Clubs.
- STSC, CPR, and lifeguard Certifications of USA Swimming member coaches done by USA Swimming member coaches that are member representatives of one of the approved agencies listed on the USA Swimming STSC In-Water Skills Checklist.
- Error & Omissions Liability Coverage for Coaches and Officials.

Member coach is defined as a coach member of USA Swimming who has completed Safety Training for Swim Coaches and CPR as well as successfully completed a Background Check, and if applicable, Coaches Education as required by USA Swimming and USOPC.

Certificates(requesting):

- **Liability Certificates.** Generic Proof of Coverage Certificates for clubs are automatically sent to each registered USA Swimming member club with the yearly club insurance packet. Additional certificates are available upon request from USA Swimming National Headquarters.
- **Additional Insured Endorsements and Certificates.** Additional Insured Certificates and Endorsements are by completing the attached IOA-USAS General Liability Certificate Request Form.

EXCESS ACCIDENT MEDICAL INSURANCE DESCRIPTION OF COVERAGE

Carrier: National Union Fire Insurance Company of Pittsburgh
Policy Number: SRG0009160628
Policy Term of Coverage: January 1, 2023 to January 1, 2024
Insureds: Members and volunteers of USA Swimming

When Coverage Starts: Coverage is a benefit of membership in USA Swimming and begins upon receipt of the completed membership application form with appropriate fee and acceptance by the LSC Registration/Membership Chair or its designee. *Volunteers are provided coverage when they are working on behalf of and with the approval of USA Swimming or its representatives.*

When Coverage Is in Effect: USA Swimming members and volunteers are covered while participating in a USA Swimming supervised, sponsored, sanctioned, or approved event including:

- Competitions and meets;
- Organized practice sessions;
- Approved social and fundraising activities;
- Swim-a-thons
- Travel to and from competitions, meets, events, organized practice sessions, approved social and fundraising activities at the direction of a coach or club board of directors;
- Observed Swim Meet events for USA Swimming Officials only

Coverage Outline:

When covered Injuries result in treatment by a Legally Qualified Physician beginning within 90 days of the accident, the Medical Expense incurred in excess of the Medical Deductible, if any, will be paid. Benefits will not exceed a maximum of \$25,000.00. Benefits must be Medically Necessary and shall not exceed the Usual and Customary charges in the geographic area where treatment is performed. Only covered Medical Expenses incurred by the Insured within 52 weeks from the date of the accident are covered.

Benefits:

- \$25,000.00 maximum per occurrence for Accident Medical Expenses. Eligible Medical Expenses are: (a) Treatment by a Legally Qualified Physician; (b) Care or services from a Hospital or Ambulatory Surgical Center; (c) Services from a registered graduate nurse (RN or LPN) not related to the Insured by blood or marriage; (d) Professional ambulance service; (e) Orthopedic appliances; (f) Injuries to sound and natural teeth (g) Non pre-existing heart or circulatory malfunction.

Deductible/Excess:

This program is excess of any other insurance in place through the member's or volunteer's employment, school or family. Benefits for Medical Expense will be paid only for such expense which is not recoverable from any other insurance policy, service contract or workers' compensation. The deductible amount is the total of all other collectible benefits from primary insurance sources applicable to the Injury or \$100.00 of medical expenses when there is no primary insurance available.

Exclusions and Limitations:

No coverage is provided for: (a) suicide while sane or intentionally self-inflicted injury while sane; (b) Injuries caused by an act of declared or undeclared war; (c) Injuries received while in the armed service (d) Injuries received while acting as a pilot or crew member; (e) Injuries resulting from air travel, except while as a passenger for transportation only; (f) Injuries resulting from the Insured's engagement in or attempt to commit a felony or being engaged in an illegal occupation; (g) Injuries received while under the influence of any controlled substance, unless administered on the advice of a Legally Qualified Physician; (h) Injuries received while Intoxicated; (i) Injuries sustained while traveling, except as specifically provided; (j) the cost of eyeglasses, contact lenses or examinations for either; (k) the cost of dental treatment, except as specifically provided for Injuries to sound, natural teeth; (l) injuries covered by workers' compensation or employer's liability laws; or (m) **any health-related expenses**; and (n) Elite Athletes.

How to File a Claim:

Claim forms are sent to the injured party, or the party's parents if a minor, upon USA Swimming National Headquarters receipt of a completed **Report of Occurrence** form and verification of the injured party's USA Swimming membership. Once the claim form is submitted to K&K Insurance for processing, they will send an acknowledgement letter with the claim number and contact person. All bills must be submitted to any group hospital/medical and/or HMO coverage for which the member is eligible. Copies of any Explanation of Benefits (paid or denied) documents from an individual or group hospital/medical and/or HMO coverage must accompany all itemized bills.

Completed claim forms should be submitted to K&K Insurance Group, Inc. as directed on the claim form. Additional claim forms may be obtained by contacting USA Swimming National Headquarters.

This description of coverage summarizes the provisions of the Zurich American Insurance Company policy issued to USA Swimming. Should there be any discrepancy between the policy and this description, policy provisions will prevail.

Reporting Requirements: (All liability policies)

All claims or incidents must be reported immediately to the USA Swimming National Headquarters and IOA Insurance Services, Inc. To submit an incident please use the USA Swimming Online Report of Occurrence Form by going to this link on the website to complete the form: <http://www.usaswimming.org/ROO>. You will receive a confirmation email along with the submitted data which you can save or forward as directed by your LSC.

It is imperative that no person admits liability or responsibility or discusses any aspect of an incident with anyone other than an authorized insurance company claims representative of USA Swimming, law enforcement authorities or emergency medical personnel.

Liability Provisions in Club Contracts:

Almost every USA Swimming member club is a party to a contract with an owner of a swimming pool, public or private. Almost all USA Swimming members, including LSCs and the national organization itself, will, at one time or another, enter into contracts for the use of a swimming venue for a meet or other authorized aquatic activity.

Such contracts will include standard language as to time of use, compensation, maintenance and the like. Such contract will also contain language with regard to the tort liability of both parties during the use of the facility. The owner will usually include indemnification and hold-harmless clauses for itself on liability for bodily injury and property damage resulting from the negligence of the USA Swimming Member, its officers, agents and employees.

It will be impossible to avoid such releases or waivers couched in general language. The owners, or their attorneys, may insist on this.

However, it is extremely important that the USA Swimming Member Club, LSC, etc., does not sign a contract containing language which indemnifies or exculpates (clears from alleged fault or guilt) the owner from liability for damages resulting from the **sole negligence of the owner, or its agents and employees**. Such language may or may not be valid in your particular state. If it is, it is usually subject to strict interpretation.

If you are in doubt on this, consult an attorney in your own state and at the same time refer him/her to the USA Swimming Secretary & General Counsel.

If you see the following language, or anything similar to it, consult legal counsel at once before signing the agreement:

Club (LSC) agrees to indemnify Owner against all liability loss, or other damage claims or obligations because of or arising out of personal injury or property damage, related to Club's (LSC) use and occupancy of the premises, including that caused by the negligence of the Owner or its agents or employees.

LIABILITY RELEASE AND INDEMNIFICATION FORM

I, the undersigned participant, and parent, request voluntary participation for minor to participate in the _____ activity on _____ (date) which begins at _____ (time) and ends at _____ (time) sponsored by _____ all of which are hereinafter referred to as the "activity".

I consent to my/minor's participation in the activity and acknowledge that the minor and I fully understand my/minor's participation may involve risk of serious injury or death, including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff before I sign this document and before the activity begins.

Release – Minor's Rights:

In consideration of allowing Minor Participant to participate in this USA Swimming event, I hereby release and hold harmless USA Swimming, members of its board of directors, and its officers, employees, members, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in this USA Swimming event. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of minor)

(Signature of minor)

(Date)

Release – Parents'/Guardians' Rights:

In consideration of allowing Minor Participant to participate in this USA Swimming event, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant's participation in this USA Swimming event. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

(Print name of Parent/Guardian)

(Signature of parent)

(Date)

Indemnification by Parent/Guardian:

The undersigned parent/guardian further agrees to indemnify, save, and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in this USA Swimming event.

(Print name of Parent/Guardian)

(Signature of parent)

(Date)

Send completed Liability Medical Release form to: IOA

Insurance Services, Inc.

Attn: USA Swimming

Service Team

P.O. Box 162207

Altamonte Springs, FL 32716

usascoi@ioausa.com

Optional Insurance

The following optional insurance coverages may be obtained on an individual basis by USA Swimming clubs. For further information, contact one of the two following insurance agents:

1)

Insurance Office of America
Attn: JD Wallum
501 S. Cherry St., Suite 600
Denver, CO 80246
1-719-651-5582

or online at <https://usasmartplace.com>

Workers Compensation, Directors & Officers & Employment Practices Liability, Crime, Travel, Health
Special Events

Click here for our new IOA-American Specialty Express co-branded site that offers non-sports events as well as sports camps/clinics: https://appsrv4.amerspec.com/dbweb/f?p=198:1:::APP:F198_SRC:IOA

2)

Risk Management Services, Inc.
P.O. Box 32712
Phoenix, AZ 85064-2712
Website: www.rmsswimminginsurance.com

Phone: (800) 777-4930 toll free
or (602) 840-3234
Fax: (602) 274-9138

Directors and Officers & Employment Practices Liability Insurance for USA Swimming Member Clubs

Definition. Provides coverage for defense costs and liabilities incurred by insured directors and officers arising out of claims alleging that an insured has committed "wrongful acts," which means any error, misstatement, misleading statement, act, or omission, neglect, or breach of duty by policy definition. This coverage specifically excludes bodily injury or property damage claims which would likely be covered by the general liability policy. Also provides coverage for wrongful termination(s), harassment, and other employment related situations.

Limit of Liability. \$1,000,000

Deductible. \$1,000 for the organization for Directors & Officers Liability.
\$2,500 for the organization for Employment Practices Liability.

Premium. Minimum \$540 depending on number of employees.

Requirements. Submission of a signed application; prepaid premium.

Crime Coverage for USA Swimming Member Clubs

Provides coverage for dishonest acts of employees or volunteers

Limit of coverage. \$25,000

Deductible. \$250

Cost. Minimum \$209 depending on number of employees

Lori Sabato, ext. 19
1-800-777-4930

Special Activities/Events

Provides liability insurance for some activities not insured under the USA Swimming program (e.g., learn to swim programs for non-members).

We strongly recommend the Member Clubs consider purchasing Workers Compensation, Property Insurance for equipment and a Business Owners Package Policy if the club has an office premises. Contact Risk Management Services, Inc., or see the Optional Coverages now offered by USA Swimming through IOA or contact a local agent to purchase these coverages.