



INSURANCE HANDBOOK



EXECUTIVE SUMMARY

The USA Field Hockey Insurance Handbook (“HANDBOOK”) is a valuable reference guide for USA Field Hockey Individual Members, Members Clubs, USA Field Hockey State Chapter Leaders and Hosts of USA Field Hockey Sanctioned Events. This HANDBOOK will be updated from time to time and on an annual basis.

USA Field Hockey works with insurance broker EPIC to create insurance offerings customized for the USA Field Hockey Community. The insurance provides General Liability (“GL”) and Participant Accident (“PA”) coverage (collectively, the “USA Field Hockey Individual and Club Member, State Chapter and Sanctioned Event Insurance Programs”) for the protection and benefit of its registered athletes, coaches, trainers and umpires and event organizers/promoters/event managers with respect to events and activities sanctioned or approved by USA Field Hockey or its State Chapters. For this insurance to be in effect, it is critical that all participants are USA Field Hockey members in good standing.

This HANDBOOK includes important information pertaining to the USA Field Hockey Sanctioned Event Insurance Programs (for GL and PA coverages), including the following:

- Insurance Program Directory
- Insurance Program Summaries
- Incident Reporting and Claims Administration Procedures and Forms
- Risk Management Guidelines

The Claims Reporting Procedures in the HANDBOOK includes “Incident Report Forms” (for GL and PA claims purposes) as well as “Medical Claims Forms” (for PA claims involving a player) to be used in the event of an injury to a player or spectator or bodily injury or property damage to a third party during any approved or sanctioned events. ***Administrators, Leaders and Coaches should reference and utilize the appropriate instructions and forms so that incidents and claims can be documented and submitted in a timely manner in accordance with insurance policy requirements.***

Loss experience has a direct impact on the coverage terms & conditions and pricing for the “USA Field Hockey Individual and Club Member, State Chapter and Sanctioned Event Insurance Programs”. Our ability to work together to operate events and activities with risk management and safety as priorities will help to ensure the continued availability of customized coverage and stability of pricing for USA Field Hockey programs across the country.

The HANDBOOK also includes information on supplemental USA Field Hockey insurance programs that EPIC offers to USA Field Hockey’s Member Clubs. These are available at an additional cost to Member Clubs and may be recommended to increase insurance coverage for program leaders.

- USA Field Hockey Club Directors & Officers (D&O)/Employment Practices Liability (EPL) Program

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USA FIELD HOCKEY INSURANCE PROGRAM DIRECTORY

EPIC Entertainment & Sports

5909 Peachtree Dunwoody Rd. Suite 800
Atlanta, GA 30328

EPIC TEAM CONTACTS:

For General Liability, Participant Accident or Risk Management Questions:

Andrew J. Ondrejack, CPCU	Phone: 678-324-3302
Senior Account Executive	Cell 561-696-1459
EPIC	Email: Andrew.Ondrejack@EPICBrokers.com

For Certificate of Insurance requests:

Cameron Walter	Phone: 470-681-3003
Account Executive	
EPIC	E-Mail: Cameron.Walter@EPICBrokers.com



CLAIMS ADMINISTRATION

(Claims reporting contacts by line of coverage)

GENERAL LIABILITY CLAIMS (Serious Bodily Injury or Property Damage claims)

Mark Thompson
EVP/Chief Claims Officer
American Specialty Insurance & Risk Services, Inc.
Carrier: Arch Insurance Company
E-Mail: IncidentReports@usafielddhockey.com

Note: If a representative at American Specialty cannot be reached in an emergency, please contact Andrew Ondrejack at **EPIC Entertainment & Sports** at **678-324-3302**.

PARTICIPANT ACCIDENT CLAIMS (Accident Medical and AD&D claims)

K&K Insurance
Email: IncidentReports@usafielddhockey.com

Note: If a representative at K&K Insurance cannot be reached in an emergency, please contact Andrew Ondrejack at **EPIC Entertainment & Sports** at **678-324-3302**.

INSURANCE PROGRAM SUMMARIES (for USA Field Hockey Sanctioned Events)



The insurance summaries in this Handbook are meant only as a general overview of the USA Field Hockey insurance programs and should not be construed as a legal interpretation of the insurance policies. Coverage will be subject to the actual insurance policy terms, conditions, and exclusions.

EPIC Entertainment & Sports
5909 Peachtree Dunwoody Rd
Atlanta, GA 30328
Phone: 678-324-3300
Fax: 678-324-3303

KEY GENERAL LIABILITY COVERAGES:

The USA Field Hockey General Liability policy provides coverage for those sums that the Named Insureds become 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 Named Insureds in connection with Sanctioned or Approved events. Key coverage elements include the following:

Bodily Injury Liability: protects the Named Insureds against claims brought by third parties alleging Bodily Injury caused by the negligent acts or omissions of the Named Insureds. "Bodily Injury" includes bodily injury, mental anguish, emotional distress, shock, mental injury, humiliation, sickness, or disease sustained by a person, including death resulting from any bodily injury, sickness or disease. Coverage is included for the use of "reasonable force to protect persons or property."

Premises Liability: protects against liability for Bodily Injury caused by failure to maintain safe, secure and properly maintained premises. Slip-and-fall and trip-and-fall accidents are the most common premises liability claims.

Participant Legal Liability (for participants in athletic or sports activities): provides coverage for liability claims brought against by an insured by "participants" (such as players, coaches, officials and volunteers) in any Sanctioned or Approved Event. Claims brought by one participant are not included.

Spectator Liability: provides coverage for liability claims brought by spectators attending any Sanctioned or Approved Events. Common claim scenarios include slip-and-fall claims, hit by object (such as a Field Hockey ball), etc.

Damage to Premises Rented to You (i.e. Named Insureds): provides coverage for damage to premises (including the contents of such premises) rented to the Named Insureds for use in connection with any Sanctioned or Approved Event. Coverage is subject to a \$1,000,000 limit and only applies to premises rented for a period of 7 consecutive days or less. This coverage is excess insurance over any part of any other insurance that provides coverage for property damage to said premises.

Personal & Advertising Injury Liability: protects the Named Insureds 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 infringing of copyright, title or slogan.

Products Liability: protects the Named Insureds against liability for bodily injury or property damage arising from a product sold or manufactured by a Named Insured. An example of a products liability claim would include a food poisoning claim from food & beverage concessions sold by a Named Insured at a Sanctioned or Approved Event.

Host Liquor Liability: protects the Named Insureds against liability arising out of the service of alcohol on a complimentary basis during a Sanctioned or Approved Event (such as a function). 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. [Note: The USA Field Hockey General Liability program does NOT provide coverage for liability arising out of the sale of alcoholic beverages. If alcohol is going to be sold during any Sanctioned or Approved Event, the party selling the alcohol or anyone receiving proceeds from the sale of alcohol will need to secure an appropriate liquor license and carry Full Liquor Liability coverage.]

Incidental Malpractice Liability: protects the Named Insureds for liability arising out of rendering or failure to render certain professional health care services, such as first aid care or “Good Samaritan” medical services rendered in an emergency and for which no remuneration is demanded or received.

[NOTE: A separate Event Medical Professional Liability insurance program is available which provides primary coverage for volunteer or contracted physicians and other healthcare providers providing services in connection with any Sanctioned or Approved Events. Coverage is only provided for USA Field Hockey sanctioned events that have submitted the required enrollment form and remitted the required premium to USA Field Hockey. Participation in the program is voluntary for each event. Please contact Kelly Pribbenow at EPIC Entertainment & Sports at 678-324- 3313.

Drug Testing Liability: protects the Named Insureds for liability arising out of any drug testing program sponsored by USA Field Hockey, provided the drug testing program is conducted in accordance with the policies and procedures of the United States Olympic & Paralympic Committee (USOPC) Doping Control program and administered by the Anti-Doping Policy of the U.S. Anti-Doping Agency (USADA) and in adherence to any requirements of the World Anti-Doping Agency (WADA) and the Federation International de Field Hockey (FIH).

Communicable Disease coverage: the policy is NOT subject to any exclusion for claims alleging that someone contracted COVID-19 while a participant or spectator at any Sanctioned or Approved Event.

Abuse & Molestation Liability: the policy protects the Named Insureds for liability arising out of claims alleging sexual abuse or molestation of a minor in the care, custody and control of any Named Insured which first occurred during the policy period. Coverage is included for "Negligent employment" arising out of alleged or actual negligence in the employment, investigation, supervision, training or retention in employment or volunteer status, of any person for whom the Named Insured is or was ever legally responsible for any actual or alleged abusive conduct.

Worldwide Coverage Territory: the policy contemplates coverage for covered claims against a Named Insured arising out of a Sanctioned or Approved Event brought anywhere in the world (with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America).

NOTABLE GENERAL LIABILITY EXCLUSIONS

The USA Field Hockey General Liability insurance policy does NOT provide coverage for the following:

- Auto Liability & Physical Damage claims arising out of the ownership, maintenance, use & operation of a vehicle.
- Aircraft Liability claims arising out of the ownership, maintenance, use & operation of an aircraft (including drones).
- Workers' Compensation & Employer's Liability, unemployment compensation or disability benefits law claims.
- Employment Related Practices.
- Liquor Liability arising out of the sale of alcoholic beverages.
- Intentional Acts for bodily injury or property damage expected or intended from the standpoint of a Named Insured (Note: this exclusion does NOT apply to "bodily injury" resulting from the use of reasonable force to protect persons or property).
- Player/Athlete vs. Player/Athlete claims for claims or actions brought by one player/athlete against another player/athlete. This exclusion does not preclude coverage for the other Named Insureds.
- Nuclear Energy Liability Exclusion.
- Pollution claims arising out of any actual, alleged or threatened discharge, dispersal, release or escape of Pollutants.
- War claims arising out of any loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution.
- Asbestos Liability.
- Fungi or Bacteria.
- Lead Contamination.

PARTICIPANT ACCIDENT EXCESS MEDICAL INSURANCE COVERAGE

EFFECTIVE DATES: December 1, 2022-December 1, 2023

CARRIER: Hartford Fire Insurance Company

The Participant Accident Excess Medical insurance program provides coverage for loss resulting directly from injury to members while participating in an approved or sanctioned event. Coverage does not include loss from pre-existing conditions or competing in non-sanctioned events. The coverage extends from the start through the completion of the event, including direct designated group travel to and from the event.

The Medical policy provides up to \$25,000 of excess accident medical coverage for expenses incurred within 104 weeks of the date of the accident. Written notice of loss by the Insured is required within 30 days or as soon as is reasonably possible. Proof must, however, be furnished no later than 90 days from the time it is otherwise required, except in the absence of legal capacity. The policy provides coverage against loss in excess of coverage provided under other valid and collectible medical insurance and is subject to a \$500 per claim deductible.

If injury to the member athlete requires treatment by a legally qualified physician or confinement in a legally constituted hospital, or employment of a trained nurse, x-ray, or ambulance services, and if the first expense of such treatment is incurred within 60 days of the date of the accident, the insurance company will pay the usual and customary expense incurred up to \$25,000, subject to the appropriate deductible and any other collectible insurance.

DEFINITION OF PARTICIPANT: All registered athletes, coaches, trainers, administrators, volunteers, committee members, and umpires while functioning on behalf of and/or while participating in a covered event sanctioned or approved by USA Field Hockey.

DESCRIPTION OF ACTIVITY: Participating in scheduled Field Hockey competitions/events organized, sponsored, sanctioned or supervised by the policyholder; During practice sessions for such competitions/events; During pre- event and post-event activities which include, but are not limited to award banquets, award ceremonies and clinics that occur within one day (24 hours) of the covered activity;

Coverage is also included for non-sanctioned Field Hockey related activities for certified member umpires who meet extended coverage criteria.

CLAIMS ADMINISTRATION



EPIC Entertainment & Sports
5909 Peachtree Dunwoody Rd
Suite 800
Atlanta, GA 30328
Phone: 678-324-3300
Fax: 678-324-3303

INSURANCE PROVIDERS

General Liability Insurance:

Arch Insurance Company
American Specialty Insurance & Risk Services, Inc.
7609 W. Jefferson Blvd., Suite 150
Ft. Wayne, IN 46804-4133

Direct Phone: 260-755-7275
Main Phone: 260-969-5203
Fax: 260-969-4729

Claims Representative: Mark Thompson
EVP/Chief Claims Officer, Claims
Management Services E-Mail:
mthompson@americanspecialty.com

Participant Accident Insurance: Hartford

Fire Insurance Company
K&K Insurance Group, Inc.
Claims Department
P.O.Box 2338
Fort Wayne, IN 46804

Phone: 800-237-2917
Fax: 260-459-5915
Email: KK_PAclaims@kandkinsurance.com

Broker/Risk Management:

EPIC Entertainment & Sports
5909 Peachtree Dunwoody Rd, Suite 800
Atlanta, GA 30328

Phone: 678-324-3300
Fax: 678-324-3303
Email: sports@epicbrokers.com

USA FIELD HOCKEY CLAIMS ADMINISTRATION

Waiver & Release Form - USA Field Hockey requires all members to read and sign the waiver and release form at the time of joining or renewing membership. No registrant is considered a member in good standing without a signed waiver. Waivers must be signed by adults 18+. Minors require waivers to be signed by a parent or legal guardian.

Members are encouraged to print or download a pdf of their signed waiver. A copy of the 2022-2023 Waiver and Release is attached.

GENERAL LIABILITY

A. NOTICE OF INCIDENT / INCIDENT REPORTING INSTRUCTIONS

Under the USAFH General Liability policy, the Named Insureds are required to provide notice to the insurance carrier of any incidents which may result in a claim.

To ensure compliance with this requirement, Club/Tournament Directors or Administrators, Coaches, Umpires or other USAFH representatives are required to submit notice of ALL INCIDENTS that result in bodily injury or property damage at a USAFH Sanctioned or Approved Event.

An official USA Field Hockey **Incident Report Form** (see following pages) should be completed and submitted by email to IncidentReports@usafieldhockey.com as soon as possible following the incident and within 30 days. Incident Report Forms can be found on USA Field Hockey's website, <https://www.teamusa.org/usa-field-hockey/membership/types-of-membership/club-membership/policies-and-forms> .

If the official USA Field Hockey Incident Report Form is NOT available at the time of the incident, the following information should be obtained and forwarded to the USAFH office as soon as possible.

1. Name, address, and phone numbers of all individuals who were involved, including any injured persons and witnesses.
2. The name of the location where the incident occurred, including the name of the Club involved (if applicable) and the name of the Event/Tournament (if applicable) or Type of Event (as applicable).
3. A complete description of the facts pertaining to the incident (including what happened, when, where, etc.). Be sure to include information obtained from the involved parties and any witnesses, including coaches, umpires, volunteers, etc. If any bodily injury occurred, please be sure to indicate if any first aid or emergency medical transport was required in response.
4. Include any other information that may be helpful with handling of any potential claim.
5. Be sure to include the name and contact information of the person submitting notice of the incident.

NOTE: For any incidents initially reported without using the official USA Field Hockey Incident Report Form, USA Field Hockey office should send a blank Incident Report Form to the club or event for completion (to ensure consistent collection of sanctioned event incident details).

B. NOTICE OF CLAIMS/LAWSUITS

All Named Insureds (including USA Field Hockey, Tournament Directors, Club Directors, Coaches, Umpires, etc.) under the USAFH General Liability policy should notify EPIC immediately by email, fax or phone upon receipt of the following related to any Sanctioned or Approved Event:

1. Receipt of a claim/legal papers, such as notice of claim, letter of representation from an attorney, demand letter, a summons and complaint or other official notice of a claim or lawsuit, etc.
2. Property damage in excess of \$10,000.

EPIC will forward the information to American Specialty (the General Liability carrier) for review, consideration and assignment of a Claim Representative.

C. COOPERATION IN THE INVESTIGATION OF INCIDENTS AND THE DEFENSE AND HANDLING OF CLAIMS

After an **Incident Report Form** has been submitted, American Specialty (the General Liability carrier) will review the incident for potential liability triggering defense and coverage under the General Liability policy. The General Liability carrier will often conduct a preliminary investigation, talk with the injured party, any witnesses, the club/tournament director, etc.

The Named Insureds under the USAFH General Liability policy are required to cooperate with the insurance carrier in its investigation of the incident and the handling of any subsequent liability claims.

Dependent upon the result of American Specialty's initial review:

- The Claims Representative for American Specialty may log the incident as "received for notice only" and no further action will be taken unless a subsequent claim is filed.
- Assign a Claims Representative to oversee the management and administration of the claim.
- Respond to relevant parties, as appropriate, if an actual claim is anticipated or received.
- May engage outside counsel to assist with the defense and handling of the claim.
- Establish a claim reserve, as appropriate.

Once a formal General Liability claim has been opened, any additional claims documentation or communications received by USA Field Hockey or any other Named Insureds related to the claim should be submitted to the Claims Representative at American Specialty:

**American Specialty Insurance & Risk Services,
Inc. Claims Representative: Mark Thompson
Phone: 800-245-2744 or 260-755-7275
E-Mail: mthompson@americanspecialty.com**

D. CLAIMS FOLLOW-UP

1. USA Field Hockey and its Legal Counsel will receive updates regarding the status of General Liability claims on an annual basis (or as otherwise requested).
2. Any questions or concerns regarding the General Liability claims process or the handling of a specific claim may also be directed to Andrew Ondrejack at Andrew.Ondrejack@EPICbrokers.com.

PARTICIPANT ACCIDENT COVERAGE

A. MEDICAL CLAIM FORM

As soon as possible, but not later than 90 days from the date of the injury, the injured member must complete in its entirety and sign the MEDICAL CLAIM FORM and forward the form to K&K. The form is available by emailing membership@usafieldhockey.com.

Medical claim forms should be completed by the injured party and submitted directly to K&K (due to privacy reasons).

**K&K Insurance Group, Inc.
Claims Department
P.O. Box 2338 Fort Wayne, IN 46801-2338
Claims Fax Number: 260-459-5915 Customer Service Number: 800-237-2917
Email: KK_PAclaims@kandkinsurance.com**

B. CLAIMS FOLLOW-UP

EPIC will receive payment updates, as well as claims status information, on medical claims from the insurance carrier on a periodic basis.

Any additional documentation pertaining to Participant Accident claims received by USA Field Hockey, State Chapter representative or Club, shall be emailed or mailed to K&K. In addition, any phone calls concerning these claims shall be directly communicated to K&K. Any questions regarding the group Participant Accident claim process or concerns regarding the insurance carrier's service may be directed to Sean Lankie at EPIC.

INCIDENT REPORT FORM

An Incident Report Form needs to be completed every time a "bodily injury" or "property damage" incident occurs during a USAFH Sanctioned or Approved Event. Tournament Directors, Club Directors and Coaches should be made aware of the importance of completing and submitting these forms whenever a bodily injury or property damage incident occurs.

Documenting the facts surrounding any incidents will help expedite the process. It will also help with the defense and handling of claims and reduce the likelihood of fraudulent claims being paid (which will

help keep USAFH's insurance costs as low as possible). If an Incident Report Form cannot be matched to a claim, it will be more difficult for the insurance carrier to validate the claim.

Tournament Directors, Club Directors and Coaches should have Incident Reports Forms with them at each practice or other sanctioned event.

Should you have any questions concerning the General Liability claims reporting, please contact:

General Liability Claims:

Mark Thompson at American Specialty
260-969-5350 mthompson@americanspecialty.com

PARTICIPANT ACCIDENT MEDICAL CLAIM FORM

A Medical Claim Form should be provided to participants (or a parent/legal guardian in the case of a minor) who sustain an injury while practicing for, or participating in, any Sanctioned or Approved Event. Tournament Directors, Club Directors or Coaches should have these forms on hand at each practice or event. The Medical Claim Form is to be completed by the injured participant (or a parent/legal guardian in the case of a minor) and sent directly to K&K (the claims administrator for the USAFH Participant Accident program).

Upon receipt of a Medical Claim Form, K&K will pair it with the Incident Report Form submitted by the Region to verify that the injury was sustained at a covered event. K&K will then contact the injured participant directly (usually by mail) if any additional documentation is needed. Claims processing takes a minimum of two weeks after receipt of claim documents.

Should you have any questions concerning the Participant Accident claims handling, please contact:

Participant Accident-Excess Medical Claims:

K&K Insurance Group, Inc. 800-237-2917
KK_PAclaims@kandkinsurance.com

Risk Management



EPIC Entertainment & Sports
5909 Peachtree Dunwoody Rd
Suite 800
Atlanta, GA 30328
Phone: 678-324-3300
Fax: 678-324-3303

THE LAW AND AMATEUR SPORTS

Over the past 20 years, participation in athletic activities has continued to grow at all levels (including youth, high school, collegiate and adult sports), including the sport of Field Hockey. During this time, we have also seen a migration from local recreational based leagues to more competitive travel sports. With increased participation, more athletic events have been organized around the country to satisfy the needs of athletes of all ages. As participation has increased, so have the number of participant injuries accompanied by a rise in the claims and lawsuits resulting from those injuries.

Historically, event organizers were virtually immune from civil liability other than for cases of gross negligence. It was largely accepted that participants and spectators at athletic events assumed the risks involved. This perceived immunity has been eroded in our current judicial system. Today, National Governing Bodies (NGBs), amateur sports associations, athletic event organizers, sports promoters, coaches and umpires are being held to a higher standard, including the duty to warn athletes or spectators of the inherent risks and dangers that may result from participating in or attending athletic events. Over the past 10 years, liability claims trends have included the following:

- Higher frequency and increased severity of claims
- Longer tail exposure (i.e. especially for claims arising out of abuse, concussions, etc.)
- Increased potential for class action lawsuits

Federal and State legislation related to concussions/brain injuries and abuse & molestation issues have had a direct impact on these claims trends.

By 2017, all 50 states had established sports-related concussion laws. In May 2009, the State of Washington was the first state to pass concussion management requirements for youth sports (known as the “Zackery Lystedt Law” in honor of a high school football player who suffered a catastrophic brain injury). As of June 2017, all 50 states had established laws for concussion management, including removal from play, return to play (with medical clearance) and concussion awareness & training requirements. The requirements vary by state and no Federal standards currently exist.

In 2018, Federal SafeSport legislation (known as the “Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017”) was signed into law. The law was passed in response to concerns about abuse in amateur sports (such as the Larry Nassar situation). The Act created a new “standard of care” for all youth sport organizations, requiring abuse awareness training & prevention policies & procedures for coaches, officials and others, and mandatory reporting of suspected abuse situations to appropriate law enforcement agencies within 24 hours.

In 2019, individual states began passing laws temporarily suspending or permanently eliminating the statute of limitations on abuse claims. As a result of this legislation, many abuse claims have been brought against National Governing Bodies (NGBs), amateur sports associations, leagues, schools, etc. that would have previously been barred by statute.

With the erosion of common law defenses and the increase in standards to which amateur sports organizations are held accountable, it is imperative that effective risk management strategies (including safety standards) be implemented to reduce the frequency and severity of claims. Failure to conduct athletic events with the utmost

care will increase the potential liability of NGBs, amateur sports associations, event organizers, clubs, directors, coaches, officials and volunteers.

THE ELEMENTS OF NEGLIGENCE

Negligence is the most common allegation in liability claims and lawsuits arising out of sports events and activities, including claims brought by participants and spectators. Four key elements must be present to establish a cause of action for negligence:

1. A "duty" or obligation which requires one party to meet a certain standard of conduct (such as the protection of the other party from unreasonable harm).
2. A breach of that duty to conform to the standards.
3. An injury must arise from the breach of duty, and the breach of duty must be the proximate cause of the injury.
4. Monetary damages are warranted as compensation for the injury.

The plaintiff (i.e. the party bringing the claim) must prove negligence on the part of the alleged negligent party, with enough evidence to establish the negligence was the proximate cause of the injury or loss.

COMMON DEFENSES AGAINST NEGLIGENCE

The following are the most common defenses against a claim of negligence:

1. Failure to prove negligence. All key elements of negligence are necessary to establish negligence. If one or more of the key elements are NOT established, the claimant will NOT be able to recover damages.
2. Reasonable or Prudent Person Doctrine. This doctrine is a common law rule of thumb that if an individual acted in a manner consistent with how a reasonable and prudent person would respond in a similar situation, a cause of action for negligence would be unfounded.
3. Assumption of Risk. One of the oldest and historically strongest defenses against a cause of action for negligence is also a defense that has probably eroded the most over the years for sports activities. When an individual voluntarily assumes the risk of injury or harm arising in connection with certain activities, this person cannot blame others and seek recovery of damages if such harm or injury occurs. The erosion of this defense has occurred as a result of the higher standard of care required of event organizers. While the strength of this defense has been undermined, it is still a best practice for an event organizer to have a participant acknowledge and assume the potential risks involved in participating in the event. This is often accomplished through a waiver & release of liability, which will be discussed later.
4. Last Clear Chance. This defense puts the burden of responsibility on the plaintiff as the claimant had the "last clear chance" to avoid the injury or harm. This defense is usually only valid if the harm or injury was foreseeable by the plaintiff and the plaintiff could have taken action to avoid the harm or injury.
5. Contributory Negligence. The enforceability of this defense varies by state. In states where this defense is accepted, a cause of action for negligence is barred if the plaintiff, even to the slightest degree, contributed to the plaintiff's own harm or injury.
6. Comparative Negligence. A relatively new defense has been established by most states to offset the perceived "unfairness" associated with the contributory negligence defense (which barred a plaintiff from recovery even though they may have been only 1% at fault). Under the comparative negligence

doctrine, recovery for damages is pro-rated based upon the percentage of fault associated with the plaintiff and defendant. Unlike contributory negligence, a plaintiff may be 1-49% negligent and still recover damages from the defendant. The plaintiff's percentage of fault to recover under comparative negligence varies by state. In most states, a plaintiff with 50% or more of the fault will be barred from pursuing any damages from another party.

FACTORS THAT CONTRIBUTE TO NEGLIGENCE

The following factors can be used to establish negligence on the part of NGBs, amateur sports associations, event organizers, clubs, coaches, officials and volunteers. It is important that you be aware of these factors and take steps to minimize or eliminate these factors whenever possible.

1. Ignorance of the Rules. The saying "Ignorance is bliss" does NOT apply when it comes to negligence claims. In today's litigious society, ignorance of rules is not a defense. Failure to be aware of the rules or your responsibilities in whatever capacity you are serving (such as an event organizer, coach, official or volunteer) is NOT a defense against being held accountable for your negligence. It is vitally important to the success of any sporting event that all parties involved know the rules and are educated about their roles and responsibilities.
2. Ignoring the Rules. Ignoring the rules and regulations for the conduct of a sporting event is a major mistake. USA Field Hockey has established rules and regulations for the safety of all participants and spectators involved with sanctioned events or approved activities. Safety is one of USA Field Hockey's most significant priorities. Ignoring the rules increases the likelihood of injuries to participants, and exposes USA Field Hockey, its event organizers, clubs, coaches and officials to a greater potential liability. Following and enforcing the rules and regulations is one of the best risk management measures.
3. Failure to Act. The success of any sporting event is dependent upon the ability of those managing the event to respond quickly when problems arise. While prevention is the best risk management approach, accidents and injuries will occur from time to time no matter what efforts have been made. Being "proactive" in preparations for being "reactive" is crucial. Unfortunately, too many Field Hockey event organizers fail to:
 - Assign competent personnel to supervise, maintain, inspect and repair the court or equipment.
 - Review all aspects of event management prior to tournament day with supervising personnel to ensure a coordinated effort. Be sure to educate event staff, coaches, officials, safety, medical and volunteers on their roles and responsibilities.
4. Inadequate Funding. Insufficient funding for an event often results in "cutting corners" which can undermine the ability for an event to be conducted as safely as possible. The lack of funds or unwillingness to spend money often leads to:
 - Reduction in safety, first aid, security or other key event support services
 - Not hiring or training competent personnel
 - Not inspecting and properly maintaining equipment and facilities
 - Not replacing unsafe equipment
5. Failure to Warn. Event directors, coaches and officials have a duty to warn participants of any potential hazards. Knowing the condition of the equipment and facilities and making these conditions known to the participants prior to the event are essential. Failure to warn of hazardous or potentially hazardous

conditions, especially when known, is a significant factor leading to large monetary damages being awarded to injured athletes. Any dangerous conditions should be properly addressed before play begins or before play continues.

EVENT RISK MANAGEMENT BEST PRACTICES

For many event directors/promoters, the management and operation of events has transitioned from a part-time labor of love into a full-time business pursuit. The days of getting a group of people together with similar sports interests for some “good old healthy competition and fun” has been replaced with the business need to advertise and promote the event to attract participants, raise sponsorship funds, secure facilities & permits, obtain appropriate insurance, find and train responsible volunteers, comply with federal & state laws as well as the NGB’s requirements, rules & regulations, etc. For many, the goal is to conduct an event that it is both profitable (or at least able to cover costs) and an enjoyable experience for the participants as well as the spectators.

In today’s litigious society, event organizers often find themselves looking over their shoulder to see what attorney is waiting to file a “claim” against them. The following are some examples of common claims that have been brought against event organizers, club directors, coaches and officials:

- Failure to enforce safety rules and regulations
- Failure to control aggressive or unsportsmanlike behavior
- Failure to provide adequate security for the event
- Failure to operate and/or maintain premises or facilities
- Failure to stop play for dangerous conditions (i.e. such as issues related to the court/field of play, equipment, adverse weather, etc.)
- Failure to recognize a participant injury (such as a suspected concussion, neck or back injury, etc.)
- Failure to respond appropriately to a medical emergency
- Failure to prevent a sexual abuse or molestation incident
- Failure to report a suspected sexual abuse situation
- Failure to prevent discrimination or harassment
- Claims arising out of concessions

How can event organizers, etc. protect themselves from claims or litigation arising out of a sports event? While most people respond by saying “buy insurance”, insurance is only one of the Risk Management techniques. Prevention is the best insurance policy!

The 4 Key Risk Management Strategies

Risk Management is the continuous process of identifying, assessing and mitigating risks to reduce the frequency and severity of potential losses. The goal of risk management is to develop action plans to eliminate, minimize or manage the identified risks. The 4 key Risk Management strategies are as follows:

1. **Risk Avoidance**: avoiding risky hazards, activities or exposures for your event.
2. **Risk Acceptance**: knowing the risk exists and assuming the risk (i.e. assuming the inherent risk of injury).
3. **Risk Reduction**: following rules and regulations, risk management best practices, safety guidelines, etc. to reduce the likelihood, frequency or severity of loss. [Operational risk management examples include

establishing event safety plans/protocols, event security, event medical, event staff and volunteer training, etc.]

4. **Risk Transfer:** shifting risk from one party to another. (i.e. waiver forms for participants and volunteers, insurance policies, contracts with suppliers/vendors for concessions, event medical, event security, etc.)

Event Risk Management – Practical Recommendations

Beyond the placement of insurance, the following are some practical recommendations for USAFH sanctioned events and approved activities. Although not all-inclusive, implementation of the following risk management recommendations will help to prevent situations that may lead to injuries and subsequent claims/litigation. *It's better to be proactive (rather than simply reactive!!)*

- **USAFH Rules & Regulations:** follow all the guidelines established by USA Field Hockey for the proper set up and conduct of a sanctioned Field Hockey event. Be sure to enforce safety rules and regulations.
- **Waiver Forms (for participants and volunteers):** all participants and volunteers are required to sign the approved USAFH's waiver & release forms (be sure to review the waiver section later in this document).
- **Event Safety & Security Plan:** establish a safety and security plan for your event. Conduct periodic safety audits to inspect equipment and facilities for any possible hazards. Address any issues with the facility owner and document the outcome of discussions. For outdoor events, be sure to include adverse weather as part of your contingency plans.
- **Event Medical Plan:** Establish an effective medical response plan for both first aid and emergency medical situations. Automatic External Defibrillators (AED) units should be available.
- **Communications Plan:** establish a public relations/communication plan with all parties involved in the event, especially with parents and athletes.
- **Athlete Supervision (for minors):** Establish a plan for the proper supervision of the athletes while participating in the sporting event, particularly if they are not accompanied by a parent/legal guardian.
- **SafeSport Guidelines:** Be sure that all coaches, officials or other adults with regular contact or authority over minor athletes have had a comprehensive background screening and gone through the U.S. Center for SafeSport Training.
- **Event Staff and Volunteer Training:** Be sure to educate event staff and volunteers on their roles and responsibilities, communication protocols, event safety, security and medical plans, etc. Conduct periodic clinics to keep officials and volunteers apprised of changes in rules and regulations, etc.
- **Contractual Risk Management (*see contract section for more information*)**
 - Commit to written contracts (avoid handshake deals)
 - Consult legal counsel (for your protection)
 - Clearly define roles and responsibilities in agreements
 - Use standardized contracts (don't just sign what the other party provides)
 - Review Indemnification and Insurance requirements closely
 - Obtain Certificates of Insurance (pursuant to insurance requirements)
- **Incident/Claims Reporting Procedures & Forms:** be sure to document and report incidents/injuries in accordance with USAFH's guidelines (as outlined in this document).
- **COVID-19 Risk Management:**
 - Follow USA Field Hockey COVID-19 Return to Play Guidelines
 - Comply with any requirements from State/Local Authorities
 - Adhere to CDC Guidelines, Protocols and Resources
 - Create a COVID-19 Event Plan

- Educate event staff, officials and volunteers about the Plan
- Utilize signage (to provide notices/warnings/reminders/instructions)
- Clean & sanitize event facilities and equipment
- Follow social distancing protocols and limit access (as required)
- Mandate face masks be worn (as required by USAFH or state/local regulations)

WAIVER AND RELEASE OF LIABILITY FORMS

As is the case for most amateur sports, signed waiver forms are required from all participants (and from parents/legal guardians in the case of minors) prior to participation in USA Field Hockey sanctioned or approved events. This is not just a USAFH requirement, but also a requirement from USAFH's General Liability insurance carrier. Event organizers and clubs are responsible for making sure these forms are being signed and submitted in accordance with USA Field Hockey guidelines.

A well written waiver and release form serves as a "first line of defense" against a cause of action for negligence and is a very effective risk management tool. In most jurisdictions, waivers are customary and enforceable. It is important to remember that obtaining signed waivers from all participants does not reduce the need for insurance or effective safety practices.

The following are key elements of an effective waiver:

- **Acknowledgment of Risk:** Addresses the inherent risk of participation in athletic activities (including Field Hockey) and the potential for bodily injury, sickness & disease, death, etc.
- **Assumption of Risk:** By signing these forms, the participants (or parents of participating minors) acknowledge the inherent risks and dangers associated with participating in USA Field Hockey sanctioned activities and their acceptance of these risks.
- **Waiver and Release from Liability:** By signing these forms, the participants (or parents of participating minors) agree to waive and release various parties, including USAFH, its State Chapters, Sanctioned event organizer, clubs, facility, sponsors, coaches, umpires, volunteers, etc.
- **Indemnification:** By signing these forms, the participants (or parents of participating minors) agree to indemnify these same parties for any claims brought against them for which the waiver applies.

The USAFH waiver form addresses each of the aforementioned elements. It is for this reason that Event Organizers should ONLY be using the USA Field Hockey waiver and release form.

PARTICIPANT ACCIDENT COVERAGE (i.e. Accident Medical and AD&D coverage)

The USAFH Participant Accident policy provides up to \$25,000 of excess Accident Medical coverage for injuries sustained while participating in an approved or sanctioned event.

The coverage is **not** designed to replace existing medical coverage available to a participant through employment or any other means and cannot be used in lieu of existing medical coverage. The sole purpose of the Participant Accident coverage is to help supplement the out-of-pocket costs (such as deductibles, co-payments, coinsurance, etc.) associated with primary medical coverage and to provide reimbursement if no other collectible insurance is available. The Accident Medical coverage under the USAFH Participant Accident policy is subject to a deductible of \$500.

To assist you in understanding how Participant Accident Excess Medical claims may be handled if submitted to the insurance carrier for payment, the following claims scenarios have been developed. Find the claims scenario that matches your claim situation to determine how the Participant Accident Excess Medical coverage may apply. The following are examples only and may not reflect the terms and conditions of the policy that might apply to an individual claim

Scenario #1

\$3,500 Broken Ankle

Primary Health Care \$500 deductible and 80/20 coinsurance

Primary Coverage

\$3,500	Billed to primary carrier
<u>-\$ 500</u>	Primary Deductible (participant responsible)
\$3,000	Balance to be considered by primary carrier
<u>-\$ 600</u>	20% coinsurance (participant responsible)
\$2,400	Payment by primary carrier

Excess Coverage through USAFH

\$ 500	Deductible from above
<u>\$ 600</u>	Coinsurance from above
\$1,100	Balance to be considered by excess carrier
<u>-\$ 250</u>	Excess Deductible (participant responsible)
\$ 850	Payment by excess carrier

Scenario #2

\$300 Laceration to eyebrow

Primary Health Care \$250 Deductible 80/20 coinsurance

Primary Coverage

\$ 300	Billed to primary carrier
<u>-\$250</u>	Primary Deductible (patient responsibility)
\$ 50	Balance to be considered by primary carrier
<u>-\$ 10</u>	20% coinsurance (patient responsibility)
\$ 40	Payment by primary carrier

Excess Coverage through USAFH

\$ 250	Deductible from above
<u>\$ 10</u>	Coinsurance from above
\$ 260	Balance to be considered by excess carrier
<u>-\$250</u>	Excess Deductible (participant responsible)

\$ 10 Payment by excess carrier

Scenario #3

\$300 Laceration to eyebrow no primary health coverage

Excess Coverage through USAFH

\$ 300	Billed to excess carrier
<u>-\$1,000</u>	Excess Deductible (participant responsible)
\$ 0	Payment by excess carrier

Scenario #4

\$30,000 Knee Injury

Primary Health Care is an HMO, but Participant elects not to use required doctors or hospitals.

If primary health care coverage is available and the choice is made not to use required providers, for whatever reason, the PARTICIPANT ACCIDENT EXCESS MEDICAL COVERAGE WILL NOT APPLY. The intent of the Participant Accident Excess Medical coverage is to supplement Primary Medical coverage whenever it is available.

SEXUAL ABUSE OR MOLESTATION EXPOSURE

*****REFER TO USA FIELD HOCKEY’S SAFESPORT REQUIREMENTS AND LEGAL REPRESENTATION FOR MORE GUIDANCE ON THIS TOPIC*****

Protecting children from sexual abuse and molestation situations is one of the most important responsibilities and greatest challenges facing National Governing Bodies (NGBs) and amateur sports associations. Organizations have a moral and legal obligation to take appropriate precautions to prevent these situations from occurring.

When alleged abuse occurs, the NGB/association, facility owner, club/team, etc. can be held legally responsible for the actions of the alleged perpetrator (such as a coach, official or volunteer). The claims often allege negligent selection (of an employee, contractor or volunteer), inadequate background screening, improper supervision, failure to prevent abuse, failure to investigate and report allegations of abuse to the proper authorities, etc. The mere accusation of abuse or molestation can ruin reputations for both the organization and individuals involved, and it can be difficult to overcome the stigma even if one is totally exonerated of all charges.

For this reason, prevention is the best approach to managing this risk. Long before abuse became a national issue with the Larry Nassar situation in 2017, USA Field Hockey has taken a proactive approach to abuse risk management. For more than 15 years, USA Field Hockey has required comprehensive background screening and mandatory abuse & molestation awareness and prevention training.

To learn more about USA Field Hockey's current SafeSport measures, please refer to the following link:
[www.teamusa.org/usa-Field Hockey/about-us/safesport](http://www.teamusa.org/usa-Field-Hockey/about-us/safesport)

CONTRACTUAL RISK MANAGEMENT

One of the most significant exposures for USAFH clubs and event organizers arises out of liability assumed in a written contract or agreement. Common contracts include:

- Facility rental agreements
- Equipment rental agreements
- Municipality Permits
- Vendors/Contractors (providing products or services in connection with an event)
- Sponsorship agreements

Within many of these contracts, the party that drafted the agreement often tries to transfer as much risk to the other party as possible. The following information will provide a better understanding of the issues related to the assumption of risk by contract. You are not expected to understand all the legal jargon or issues relating to a contract, but a little knowledge may prevent you from incurring a great deal of risk that would not otherwise be accepted in the absence of such knowledge.

Some key points to keep in mind with respect to contracts:

- Contracts often favor those who draft the contract wording.
- Terms & conditions of a contract may determine whether an insurance claim will be paid.
- Liability is often assumed/transferred within contracts (Assumption of Risk or Contractual Risk Transfer)

The following are best practices when it comes to contracts:

- Commit to written contracts (avoid handshake deals)
- Consult legal counsel (for your protection)
- Clearly define roles & responsibilities (i.e. including products or services to be provided).
- Include appropriate Indemnification requirements (mutual is recommended)
- Include appropriate Insurance requirements (including additional insured status, waivers of subrogation, certificate of insurance requirements, etc.)

Liability Assumed by Contract

Municipalities, school districts, and other facility owners often try to transfer all risk of loss to the party renting or using the venue facility. Coaches and club officials may agree to assume these risks as part of a rental agreement without understanding the extent of responsibility assumed by the rental contract.

A rental contract or agreement is a legally binding document that needs to be read closely before signing. As a matter of law or public policy in many jurisdictions, one party cannot transfer its sole negligence to another by contract. However, it is very common for contractual risk transfer as much responsibility as possible via a contract or agreement. It is better to spend a little more time reading, understanding and amending a rental contract prior to signing rather than disputing legal issues at the time of a loss.

While contractual liability associated with a facility rental for sanctioned or approved events is covered under the USA Field Hockey General Liability insurance program, claims arising out of assumption of risk by contract that could have been prevented or minimized will have a tremendous impact on the cost of insurance paid by the Association. The exposure to loss resulting from the assumption of liability by contract is controllable and every effort should be made to control such loss. Failure to do so affects everyone.

Municipalities, schools and other venue owners will require USA Field Hockey clubs to hold them harmless and cover all legal expenses as a requirement of using their facility. There are a wide variety of Indemnification clauses used in rental agreements. Most are written to favor the Lessor (i.e. the municipality, school district, or venue owner) and require the Lessee (a USA Field Hockey club or event organizer) to incur more responsibility than necessary. Whenever possible, the Indemnification provision should allocate the responsibilities of each party clearly and equitably. Indemnification provisions that appear to be one sided (in favor of the Lessor only) should be avoided or amended. The following is an example of a MUTUAL Indemnification provision that is preferred:

Lessee shall indemnify, defend and hold harmless Lessor, its officers, employees and agents from any claim, liability, loss or expense (including reasonable attorney fees) arising out of the Lessee's occupancy and use of the facility, but only in proportion to the extent such claims, liability, loss or expense arise out of the negligent acts or omissions of USA Field Hockey, its State Chapters, clubs, officers, employees, volunteers or agents.

Lessor shall indemnify, defend and hold harmless USA Field Hockey, its State Chapters, clubs, officers, employees, volunteers or agents from any claim, liability, loss or expense (including reasonable attorney fees) arising out of the Lessor's ownership, operation or maintenance of the facility, but only in proportion to the extent such claims, liability, loss or expense arise out of the negligent acts or omissions of the Lessor, its officers, employees, contractors or agents.

The reason this Indemnification provision is preferred is that each party to the agreement is only responsible for their own negligence. A facility that has inherent hazards (such issues related to maintenance of facility, etc.) should be the responsibility of the venue owner. If a loss occurs resulting from unsafe premises, USA Field Hockey, its clubs, etc. should not assume responsibility for this type of exposure.

If a rental agreement does not have a mutual Indemnification requirement, it is recommended that you negotiate to have the attached "**Indemnification Clause Addendum**" added to the agreement. We have also created a **Facility Rental Agreement Checklist** for your consideration and use. As always, we recommend seeking the opinion of qualified legal counsel before entering into any written agreements.

FACILITY RENTAL AGREEMENT

Indemnification Clause Addendum (SAMPLE)

Agreement between _____ and _____
(Venue Owner) (Field Hockey Club or Region)

It is agreed that this Addendum replaces entirely Section #_in the foregoing facilities use agreement and is hereby made a permanent addendum for the length of the Agreement.

- A. *Lessee shall indemnify, defend and hold harmless Lessor, its officers, employees and agents from any claim, liability, loss or expense (including reasonable attorney fees) arising out of the Lessee’s occupancy and use of the facility, but only in proportion to the extent such claims, liability, loss or expense arise out of the negligent acts or omissions of USA Field Hockey, its State Chapters, Member clubs, officers, employees, volunteers or agents.*

- B. *Lessor shall indemnify, defend and hold harmless USA Field Hockey, its State Chapters, Member clubs, officers, employees, volunteers or agents from any claim, liability, loss or expense (including reasonable attorney fees) arising out of the Lessor’s ownership, operation or maintenance of the facility, but only in proportion to the extent such claims, liability, loss or expense arise out of the negligent acts or omissions of the Lessor, its officers, employees, contractors or agents.*

Signature of USA Field Hockey Representative: _____ Date: _____

Signature of Venue Owner: _____ Date: _____

*****PLEASE BE SURE TO HAVE AN ATTORNEY REVIEW ANY CONTRACTUAL OBLIGATIONS, HOLD HARMLESS AND/OR INDEMNIFICATION PROVISIONS PRIOR TO SIGNING ANY WRITTEN CONTRACT OR AGREEMENT. *****

FACILITY RENTAL AGREEMENT CHECKLIST (SAMPLE)

Prior to signing a rental agreement or facilities use agreement has the following been reviewed:

Facility Walk Through

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Facility suitable for Field Hockey practice and tournament play |
| <input type="checkbox"/> | <input type="checkbox"/> | Checked surfaces for defects or trip and fall hazards |
| <input type="checkbox"/> | <input type="checkbox"/> | Checked low hanging lights, heating units, plumbing, and basketball backboards |
| <input type="checkbox"/> | <input type="checkbox"/> | Adequate seating - bleacher seating in good repair |
| <input type="checkbox"/> | <input type="checkbox"/> | Men's and Women's restrooms in good repair |
| <input type="checkbox"/> | <input type="checkbox"/> | Men's and Women's locker rooms in good repair if accessible |
| <input type="checkbox"/> | <input type="checkbox"/> | Limited access to balance of school or facility |
| <input type="checkbox"/> | <input type="checkbox"/> | Limited access to wrestling mats and gymnastics equipment |
| <input type="checkbox"/> | <input type="checkbox"/> | Field Hockey goals are in good repair |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there a school official or facility representative on premises during use of facility? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there procedures for advising venue owner of problems? |
| <input type="checkbox"/> | <input type="checkbox"/> | Quick access to phone in the event of emergencies? |
| <input type="checkbox"/> | <input type="checkbox"/> | Have maintenance/security personnel been advised of your rental of the facility? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is a key required to gain access to the facility? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are exits marked and doors unlocked? (no chains securing double doors) |
| <input type="checkbox"/> | <input type="checkbox"/> | Rental Agreement required |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there well-lit & monitored parking spaces? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there secure "team" parking areas? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there an Emergency Response plan at facility for evacuation & medical emergencies? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there a responsible party for removing unruly spectators? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are lighting and electrical systems checked at facility? Any emergency lighting? |

Rental Agreement Review

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Does the agreement specify dates and times the Club/Region is responsible for venue? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is there an indemnification clause? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the indemnification only favor the venue owner? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the Club/Region responsible for all loss or liability, regardless of fault? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there any insurance requirements? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are limits required in excess of \$2,000,000 Each Occurrence? |
| <input type="checkbox"/> | <input type="checkbox"/> | Can rental agreement be amended? |
| <input type="checkbox"/> | <input type="checkbox"/> | Venue has been advised in writing of the defects, damage, or portions of facility Club/Region will not take responsibility for. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has the Indemnification Clause Addendum been added to the Agreement? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are certificates of insurance required? |

- ___ ___ Does the agreement include signature of a board authorized person?
- ___ ___ Is a waiver of subrogation required per the contract?
- ___ ___ Are you responsible for business personal property of others?
- ___ ___ Are there provisions, which make you responsible for “loss of use” of property?
- ___ ___ Responsible for guests and spectators?
- ___ ___ Is there any liquor liability exposure?
- ___ ___ Any special wording required?
- ___ ___ Warranties or representations about suitability or use of rental equipment?

DRONE RISKS

The use of drones (also known as Unmanned Aircraft Systems) is becoming more widespread for both recreational and business purposes.

Contrary to popular belief, drones are considered aircraft and when used for business or commercial purposes, drones are subject to Federal Aviation Administration (FAA) regulations. In fact, the FAA established rules and regulations governing the commercial use of the drones that went into effect in 2016.

Federal Aviation Administration (FAA) Unmanned Aircraft Systems (UAS) www.faa.gov/uas

From an insurance perspective, drones are considered “aircraft” and therefore subject to the aircraft liability exclusion under a standard ISO General Liability policy. Most general liability carriers have taken the position that since drones are aircraft, they will not provide coverage. This is the case with the USA Field Hockey General Liability program.

Given the compliance and insurance issues surrounding drones, hiring a commercial drone operator (with appropriate FAA certification and proper aviation insurance) is the best risk management approach for many sports organizations.

We encourage you to reach out to EPIC if you would like to discuss your current or potential drone related risks.

CERTIFICATES OF INSURANCE



EPIC Entertainment & Sports
5909 Peachtree Dunwoody Rd
Suite 800
Atlanta, GA 30328
Phone: 678-324-3300
Fax: 678-324-3303

This presentation is designed to give you an overview of the insurance coverage for your organization. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place. **Please refer to the specific insurance contracts for details on coverage, conditions and exclusions.**

USA FIELD HOCKEY CERTIFICATE REQUEST PROCESS

Request from Current USA Field Hockey Clubs in Good Standing

- I. To request insurance, please follow these instructions:
 - a. Log onto your USA Field Hockey Club Administrator Account
 - b. Click on the three horizontal bars in the left-hand corner of the page
 - c. Click on My Club
 - d. Click on Request Club Insurance
- II. Once you are on the Insurance Page, please follow these instructions:
 - a. Search for your Club Name
 - b. Select the Template that you need based on the facility requirements
 - c. Enter in the Event Name (Ex. Club Name Field Hockey Practice)
 - d. Enter in the dates that you need the COI for
 - e. Enter in the Holder Name (Facility information, not your name)
 - f. Enter in the Address, City, State and Zip Code
 - g. Select the Certificate Holder's Interest (Most Likely: Premises Owner/Facility)
 - h. Enter in your Name, Phone and Email so that you receive the COI and can share it with the facility, unless you want us to send the COI directly to the facility.
- III. If your club is not on the list of eligible clubs that can request COI's please reach out to membership@usafielddhockey.com.
- IV. If special wording certificates are requested through EPIC, EPIC will issue the certificate as appropriate and will then e-mail the certificate back to USA Field Hockey for distribution to the club.

Request from State Chapters or Nexus Administrative Managers

- I. To request insurance, please follow these instructions:
 - a. Go to: <https://sportsportal.epicbrokers.com/request/default.aspx?auth=usafh>
- II. Once you are on the Insurance Page, please follow these instructions:
 - a. Search for your State Chapter or Nexus Region (USAFH (State Name) Chapter or USAFH Nexus Region (Region #))
 - b. Select the Template that you need based on the facility requirements
 - c. Enter in the Event Name (Ex. Discover Clinic, Nexus Training)
 - d. Enter in the dates that you need the COI for
 - e. Enter in the Holder Name (Facility information, not your name)
 - f. Enter in the Address, City, State and Zip Code
 - g. Select the Certificate Holder's Interest (Most Likely: Premises Owner/Facility)
 - h. Enter in your Name, Phone and Email so that you receive the COI and can share it with the facility, unless you want us to send the COI directly to the facility.
- III. If your State Chapter or Nexus Region is not on the list of eligible clubs that can request COI's please reach out to membership@usafielddhockey.com.
- IV. If special wording certificates are needed, please reach out to Cameron Walter at EPIC by email at cameron.walter@EPICBrokers.com. EPIC will issue the certificate as appropriate and will then e-mail the certificate back to you for distribution to your facility.

National Office Staff/Contractor Requests

- I. To request insurance, please follow these instructions:

- a. Go to: <https://sportsportal.epicbrokers.com/request/default.aspx?auth=usafh>
- II. Once you are on the Insurance Page, please follow these instructions:
 - a. Search for and select United State Field Hockey Association
 - b. Select the Template that you need based on the facility requirements
 - c. Enter in the Event Name (Ex. Discover Clinic, National Indoor Tournament)
 - d. Enter in the dates that you need the COI for
 - e. Enter in the Holder Name (Facility information, not your name)
 - f. Enter in the Address, City, State and Zip Code
 - g. Select the Certificate Holder's Interest (Most Likely: Premises Owner/Facility)
 - h. Enter in your Name, Phone and Email so that you receive the COI and can share it with the facility, unless you want us to send the COI directly to the facility.
- III. If special wording certificates are needed, please reach out to Cameron Walter at EPIC by email at Cameron.Walter@EPICBrokers.com). EPIC will issue the certificate as appropriate and will then e-mail the certificate back to you for distribution to your facility.

For certificate of insurance related questions, please contact Cameron Walter at EPIC (Tel. 470-681-3003 or by email at Cameron.Walter@EPICBrokers.com).

For insurance coverage related questions, please contact Andrew Ondrejack at EPIC (Tel. 678-324-3302 or by email at Andrew.Ondrejack@EPICBrokers.com).

*****American Specialty will continue to house the certificates issued prior to 9/1/2010 on their website. If you are searching for old certificates (prior to 9/1/2010), please contact American Specialty for further assistance.*****

USAFH CLUB DIRECTORS AND OFFICERS (D&O) PROGRAM



EPIC Entertainment & Sports
5909 Peachtree Dunwoody Rd
Suite 800
Atlanta, GA 30328
Phone: 678-324-3300
Fax: 678-324-3303

This presentation is designed to give you an overview of the insurance coverage for your organization. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place. **Please refer to the specific insurance contracts for details on coverage, conditions and exclusions.**

USAFH CLUB DIRECTORS & OFFICERS (D&O) PROGRAM

****Program premium, terms and conditions are effective as of 11/1/2021****

EPIC, in conjunction with the national office of USA Field Hockey, has developed a special Not-For-Profit Directors and Officers Liability program for the **Boards of Directors** of the **member clubs** of USA Field Hockey. EPIC has negotiated a program offering broad protection at very competitive rates. We endorse and sponsor this program and have negotiated coverage that is customized for our local organizations. An online platform (<https://sports.epicbrokers.com/usaField Hockey>) has been created to make the application and payment process easy and quick.

To summarize the program briefly, a \$1,000,000 limit of protection may be purchased by each individual Club to include all directors, officers, employees, and volunteers of that Club for **\$550*** annually. An optional limit of \$2,000,000 is available through this program for the annual premium of **\$850***. Eligibility for this program is subject to meeting specific criteria including: 1) your club is a not for profit organization 2) having no prior or pending loss activity 3) gross receipts are under \$1,000,000, and 4) having no more than 5 paid employees. If your organization does not meet the above criteria, the online program and premiums will not be available. Instead, coverage may be applied for using a paper application for underwriting consideration and individual pricing.

All Directors & Officers liability program policies have a November 1st effective and expiration date. For any club enrolling mid-year, a pro-rata premium will be charged subject to a minimum premium of \$100.

We highly encourage each Club to purchase this insurance protection. You can do so by accessing the website and following the link entitled, "Club Directors and Officers Coverage" or by visiting <http://sports.epicbrokers.com/usaField Hockey>. You will find additional details about this important coverage on this webpage including a summary of insurance detailing key policy terms and conditions.

We hope that the majority of USAFH Clubs will participate this year. If you have not purchased this coverage in the past, you will be filling a major gap in your insurance program by purchasing this coverage.

For questions related to the Club Directors & Officers Liability Program, please contact Andrew Ondrejack at Tel. 678- 324-3302 or by email at Andrew.Ondrejack@EPICBrokers.com.

Understanding Directors and Officers Liability

The following information is offered to help understand the coverage. However, in order to fully understand the Association Liability Policy, the policy should be read and reviewed in detail. The precise coverage afforded is subject to the terms, conditions and policy as issued.

What is Association Liability Insurance?

Association Liability Insurance is a form of errors and omissions coverage for the managers of an organization's affairs and others who, while acting in their capacity as directors, officers, employees or volunteers of the organization, function in various roles to achieve the objectives of the organization.

It is similar in nature to policies maintained by or for the benefit of other professionals, such as lawyers, accountants, doctors, etc. Coverage is triggered by a claim made against a director, officer, employee or volunteer alleging that while they were acting in their capacity as such, they did or failed to do something (committed what the policy calls a Wrongful Act) for which they should be held personally accountable. Coverage also extends to the organization if named as a defendant in a lawsuit.

If I am sued, what financial protection do I have?

There are two methods by which the organization can provide financial protection to its directors, officers, employees, and volunteers: indemnification and insurance. Every state by statute permits nonprofit corporations to indemnify their directors and officers against loss incurred as a result of certain types of claims. However, such indemnification does not provide protection in all instances. Additionally, the organization may not have sufficient financial resources with which to pay the losses and defense expenses. This is why most nonprofit organizations purchase Association Liability insurance.

Why do claims arise?

The law provides that under given circumstances, directors, officers, employees and/or volunteers can be held personally accountable for their actions. These individuals can be held accountable for failing to act in accordance with the high standard of conduct commensurate with the duties owed to their constituents.

Who brings these suits?

Potential claimants include:

- Employees - allegations may include wrongful termination, discrimination, or sexual harassment
- Volunteers - allegations may include failure to supervise others' activities which resulted in harm to the volunteer
- Members (players) and/or their parents - allegations may include failure to properly supervise, discrimination, denial of credentialing, sexual harassment, or any other dispute in which the member (player) believes caused harm to him or her
- Competing clubs - allegations may include libel and slander or unfair trade practices
- Organization - allegations may include breach of your duty of care
- Outsiders - outside third parties who transact business or otherwise deal with the organization may assert a claim against a director and/or officer if such outsider has been personally and directly harmed by the wrongdoing

Who is typically covered? *(This is for general understanding only. Please refer to the actual policy coverage provisions for exact coverage terms and definitions).*

Past, present, and future directors, officers, employees and volunteers are covered for the reasonable costs of defending themselves against claims alleging a wrongful act, as well as the personal liabilities that they incur for their acts. Additionally, the organization is covered to the degree that it can or may be permitted to indemnify its directors, officers, employees and volunteers and for its direct obligations.

What is typically covered? *(This is for general understanding only. Please refer to the actual policy coverage provisions for exact coverage terms and definitions).*

Association Liability insurance protection revolves around the term "wrongful act," which basically means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty while acting in your capacity as a director, officer, employee or volunteer and on behalf of your organization.

What is NOT typically covered? *(This is for general understanding only. Please refer to the actual policy coverage provisions for exact coverage terms and definitions).*

Here are sample exclusions:

- An adjudication of gaining illegal personal profit or advantage
- An adjudication of a criminal, fraudulent or dishonest act
- For bodily injury or property damage
- Alleging or arising from responsibilities and obligations imposed by the Employee Retirement Income Securities Act of 1974 (ERISA), the Fair Labor Standards Act (Except the Equal Pay Act), the National Labor Relations Act, and other similar federal, state or local statutory law
- Alleging or arising from obligations pursuant to any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law
- Arising from pollution or contamination
- Brought by one Insured against another Insured, except for derivative claims or employment practices claims
- Insured under a policy previously in force
- Alleging or arising from professional services performed for others
- Arising from pending or prior litigation (as of the date of the first policy purchased)
- Alleging or arising from an express or implied contract, except for employment practices claims
- Arising out of circumstances which at the inception date of the policy any director, officer, employee or volunteer should have recognized as having the potential for claim

This list is not exhaustive but does contain many of the exclusions relied upon by the insurer to circumscribe the coverage. It is important to review the actual policy for specific language and terms.

How much protection is being offered?

There are two options for policy limits of liability: \$1 million and \$2 million and are available to respond for defense expenses and expenses of a claim and amounts paid to respond for the liability (damages, judgments, and settlements).

Defense fees and expenses are payable outside the limits of liability. The limits of liability are provided on an annual aggregate basis for all claims against all directors, officers, employees, volunteers, and the organization.

What is the deductible ("retention") amount?

If protected individuals are held personally liable and no indemnification is available from the organization, the individuals have no deductible or retention amount that they are responsible for under a covered claim.

However, if the organization is held liable or if it is able to indemnify the individuals named in a suit, the retention amount is \$500.

What does "Claims Made" policy mean?

Association Liability insurance is offered on a "claims made" basis, which means that claims must be made and reported during the policy period. Individuals should be certain that adequate reporting mechanisms and oversight responsibilities exist for this purpose.

Myths Regarding Personal Liability

The following information is offered to help understand exposure related to the Association Liability coverage. It should be noted that the precise coverage afforded is subject to the terms, conditions and policy as issued.

Myth

We don't need to purchase insurance to protect our personal assets.

Reality

These are the facts:

Nonprofit organizations are not immune from costly litigation.

- Nonprofit organizations are being sued more often and from more sources, despite laws in most states that limit the liability of nonprofit directors and officers.
- Employment related suits for such things as harassment and wrongful termination are at an all-time high, especially since enactment of the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1992.
- Directors and officers are subject to the duties of diligence, obedience, and loyalty and can be sued for negligence in the performance of those duties.
- A claim could threaten the personal assets of directors, officers, and trustees.
- The financial burden of defending a suit against directors, officers, employees or volunteers can drain a nonprofit organization's badly needed resources.
- Nonprofit organizations are often seen as "deep pockets" despite low asset levels.

Myth

I can't be held personally liable for my actions associated with this organization.

Reality

Since 1985, several states have enacted statutes which purport to eliminate or limit certain types of nonprofit directors and officers liability exposure. These statutes vary greatly and require close examination to determine their true benefit. None of the statutes create absolute immunity for the directors and officers. For example, none of the statutes impact any liability based upon a federal statute or rule. Many of the statutes expressly do not apply to a breach of the duty of loyalty, which is perhaps the most frequently asserted claim against nonprofit directors and officers. Even if a liability limitation applies, the directors and officers may still be subjected to defending the claim and funding the costs associated with that defense.

Myth

No one will sue me. I am a volunteer for a nonprofit organization. Even if a lawsuit were to arise, it will be against the Organization, not me.

Reality

History proves that directors, officers, employees and volunteers of nonprofit organizations are individually sued across the country. Suits alleging discrimination, wrongful termination, harassment, or false accreditation are not uncommon.

Myth

We purchase General Liability Insurance which protects me for any personal liability if I am individually sued.

Reality

General Liability Insurance can protect the assets of your organization when it is sued for doing (or not doing) something that results in bodily injury or property damage. This type of insurance does not provide protection for lawsuits brought against the directors, officers, employees or volunteers or the organization directly for failure to properly perform your duties as such.

Myth

My personal homeowner's insurance policy will provide protection for me if I am personally sued.

Reality

Although a personal homeowner's insurance policy can provide protection for lawsuits brought against you, most specifically exclude coverage for activities relating to your voluntary service or serving on the board of an organization. This exclusion would apply to any act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the organization.

Myth

Our organization and its directors, officers, employees and volunteers are already protected under our national association's liability program.

Reality

Although some national associations purchase an Association Liability Insurance Policy, it does not always extend protection to regions, local associations, or member clubs.

Myth

My organization will pay for any lawsuits brought against the directors, officers, employees, and volunteers personally, or against the organization itself. It will indemnify (cover) me if I am personally sued.

Reality

Every state by statute permits nonprofit corporations to indemnify their directors and officers against loss incurred as a result of certain types of claims. However, such indemnification does not provide protection in all instances. For example, indemnification may not be available to the director and officer for the following reasons:

1. The organization may become insolvent or may not have sufficient resources to pay the losses and expenses incurred by the directors and officers.
2. Either the applicable law or the corporation's internal indemnification provisions may be modified to limit or prohibit the expected indemnification.
3. The composition or attitude of the organization's board of directors may change so that the board is no longer sympathetic to the prior officer or director and thus does not make the necessary determinations to authorize the indemnification.
4. As a matter of policy, the organization may deem it inappropriate to use contributed funds for such indemnification.
5. Because of public policy considerations and statutory limitations, some claims may be insurable but not indemnifiable.

Association Liability insurance (Directors & Officers Liability insurance) can help provide protection to the directors, officers, employees, and volunteers for all of these non-indemnifiable exposures and thus can offer a more comprehensive financial protection program for these individuals.

Myth

This type of insurance is too expensive, complicated and cumbersome to purchase.

Reality

Purchasing Association Liability insurance for USAFH Clubs to protect directors, officers, employees, volunteers and the Organization itself couldn't be easier or less expensive. By simply completing a short electronic application for coverage and processing payment terms via <https://sports.epicbrokers.com/usaField Hockey>, your Organization can purchase protection for its directors, officers, employees, volunteers and the Organization itself if named in a suit. If your total gross annual receipts are less than \$1,000,000, the total annual premium for a \$1,000,000 limit of liability (which is shared by all covered parties) is only \$550 and a \$2,000,000 limit of liability is only \$850. This amount provides protection for all directors, officers, employees, volunteers, and the Organization.

Hypothetical Claim Examples

The following information is offered to illustrate possible allegations which could be made against a non-profit sports club. In order to fully understand the Association Liability Policy, the policy should be read and reviewed in detail. The precise coverage afforded is subject to the terms, conditions and policy as issued.

Employment Claims

Hypothetical: Employee/volunteer is terminated and files suit alleging wrongful discharge or discrimination based upon the sex, race or age of the employee/volunteer.

Hypothetical: Allegations are made that the club's Board refuses to appoint a minority as a director thereby causing damage to the person.

Hypothetical: Volunteer coach files suit alleging the directors and officers wrongfully denied his request to volunteer based on rumors that he had previously been convicted of child molestation charges, which were false.

Third Party Discrimination Claims

Hypothetical: Member (player) files suit alleging discrimination after being suspended from a game shortly after the directors learn of his involvement in an armed robbery.

Hypothetical: Member (player) files suit alleging age discrimination alleging a volunteer/employee wrongfully denied a younger member's request to participate in an older member age group.

Sexual Harassment Claims

Hypothetical: Member (player), employee, or volunteer files suit alleging the coach sexually imposed upon her and that the board members were negligent in the selection of the coach and in failing to supervise his activities. Sexual abuse and sexual misconduct are increasingly being excluded from Association Liability policies. The Club D&O program for USAFH clubs currently excludes Abuse and Molestation claims.

Credentialing Claims

Hypothetical: Members (players) file suit alleging the Board wrongfully denied the requested credentialing unfairly and improperly.

Defamation Claims

Hypothetical: A competing club files suit alleging the Board allowed materials to be distributed that libeled or slandered the club as a result of the communications by the organization and its directors and officers.

Breach of Duty of Loyalty Claims

Hypothetical: Director, officer, employee or volunteer is sued for allegedly using the organization as a business conduit to benefit himself.

Breach of Duty of Care Claims

Hypothetical: Directors are sued for furnishing goods, services and facilities to a person disqualified under applicable law or bylaws from receiving those goods, services and facilities.

Failure to Supervise Claims

Hypothetical: Directors are sued for failing to conduct routine audits and failing to supervise the Treasurer once it discovers a dramatic shortfall in its bank account.

ALL INSURANCE DOCUMENTS



This presentation is designed to give you an overview of the insurance coverage for your organization. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place. **Please refer to the specific insurance contracts for details on coverage, conditions and exclusions.**

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USA FIELD HOCKEY GENERAL LIABILITY SUMMARY

Effective 12/1/2022 – 12/1/2023



Named Insureds

USA Field Hockey and all currently registered member athletes/players, national teams, state chapters, Nexus regions, member clubs, directors, officers, umpires/officials, coaches, athletic trainers, event owners, event organizers, and volunteers, but only while acting in their capacity as such with respect to Covered Activities.

Covered Activities

Sanctioned events and/or approved activities include the following:

1. Field hockey games, tournaments, practices, camps, clinics, and related or incidental activities that are organized, sponsored, sanctioned or approved by USA Field Hockey.
2. For USA Field Hockey member umpires/officials, coverage is extended to their officiating at any amateur field hockey competition at any level (including NCAA, high school, or other) whether or not such competition has been sanctioned by USA Field Hockey or while serving as an assignor for any field hockey related activities
3. For USA Field Hockey member clubs, coverage is extended for club sponsored or supervised activities such as club or team meetings, banquets and usual, non-hazardous fundraisers such as bake sales, car washes and other similar events.

Coverage Summary

General Liability: This coverage protects against from claims arising from alleged bodily injury, personal injury or property damage liability. Coverage payments can include judgments, attorney fees, court costs, or other related expenses.

Premises / Operations: This coverage is used to insure against claims arising out of your ownership, maintenance or use of premises including any operations that are in progress.

General Liability Limits

Each Occurrence – Bodily Injury and Property Damage:	\$1,000,000
General Aggregate – PER EVENT :	\$5,000,000
Personal and Advertising Injury Limit:	\$1,000,000
Products and Completed Operations Aggregate:	\$5,000,000
Damage to Premises Rented to You (7 days or less):	\$1,000,000
Participant Legal Liability:	INCLUDED
Medical Expense (any one person):	EXCLUDED
Abuse-Molestation – Each Occurrence:	\$1,000,000
Abuse-Molestation – Aggregate:	\$2,000,000

Notable Terms and Conditions

- Additional Insured – Certificate Holders (per written contract)
- Additional Insured – Designated Person or Organization (per written contract)
- Waiver of Transfer of Rights of Recovery Against Others to Us
- Primary and Noncontributory when required by written contract
- Amendment of Coverage Territory – Worldwide Coverage
- Exclusion – Medical Payments
- Aggregate Limit Per Event
- Sexual Abuse & Molestation Coverage
- Participant Legal Liability Included, Player vs. Player Exclusion
- Fireworks Exclusion
- Employment – Related Practices Exclusion
- Asbestos Exclusion
- Radioactive Matter Exclusion
- Lead Exclusion
- Fungi and Bacteria Exclusion
- Cap of Certified Acts of Terrorism

Underwriting Company

Arch Insurance Company
A.M. Best Company Rating: A+ (Superior) XV

How to Request a Certificate of Insurance

USA Field Hockey certificates of insurance are requested through the USA Field Hockey website by downloading the Club Certificate of Insurance Request Form at:

www.teamusa.org/usa-field-hockey/membership/types-of-membership/club-membership/policies-and-forms .

How to File a General Liability Claim

When an injury, property damage or other accident occurs during an insured activity, an Incident Report Form should be completed and submitted to USA Field Hockey.

The form is available at:

www.teamusa.org/usa-field-hockey/membership/types-of-membership/club-membership/policies-and-forms

Please contact Caitie Tornes (ctornes@usafieldhockey.com) for additional information.

If you are aware of an incident that may give rise to a liability claim under this policy or if you receive a legal summons or a letter from an attorney as a result of such an incident, please report this information immediately.

****Please document as much as possible and keep a copy of all incident related information on file for future claims handling purposes****

The information contained in this summary is intended to serve only as an outline for general understanding of your insurance and should not be construed as a legal interpretation of the insurance policies written. Reference should be made to the respective policies for complete details including terms, conditions, limitations and exclusions of coverage.



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USA FIELD HOCKEY PARTICIPANT ACCIDENT SUMMARY – Members

Effective 12/1/2022 – 12/1/2023



Insured Persons

The following individuals are eligible for coverage under the USA Field Hockey Participant Accident program:

All currently registered Members, Coaches, Trainers and Volunteers while participating in USA Field Hockey sanctioned events.

Covered Activities

The policy provides coverage for accidental bodily injury or accidental death & dismemberment resulting directly from members participating in a USA Field Hockey sanctioned event.

Covered activities include:

- Scheduled games, practices, camps, clinics and related activities organized, sponsored, sanctioned and/or approved by USA Field Hockey.
- Group travel as a team or club directly to or from scheduled practices, games or sanctioned or approved activities
- Other supervised activities, such as club or team meetings, banquets and usual, non-hazardous fundraisers.

Coverage Summary

The USA Field Hockey Participant Accident insurance program provides Accident Medical and Accidental Death & Dismemberment (AD&D) benefits to members who are injured while participating in USA Field Hockey sanctioned events.

Coverage does not include loss from pre-existing conditions or from competing in non-sanctioned events. If an accidental bodily injury results in an Insured Person requiring medical care and treatment within 90 days of the accident, the policy will pay the reasonable and customary medical charges of medically necessary medical services up to the benefit amount.

Medical expenses must be incurred within 2 years of the date of accident. The accident medical coverage is secondary to any other available medical/health insurance and is subject to a \$500 deductible per claim.

The Accident Medical Expense coverage does not apply to the following charges and services:

- Intentionally self-inflicted injury, suicide or attempted suicide;
- War, or act of war, whether declared or undeclared;
- Injury sustained while taking prescription drugs, unless prescribed or administered by a physician;
- Cosmetic or plastic surgery which is not necessary for repair or relief of injury;
- Injury sustained during commission of a felony
- Repair, replacement, exam for prescriptions or fitting of eyeglasses, contact lenses or hearing aids;
- Dental work or treatment on natural teeth which is not necessary for repair or relief of injury;
- Medical services performed by a person retained or employed by the Team or the Policyholder

Participant Accident Policy Limits

The policy pays for reasonable Accident Medical Expenses and Accidental Death & Dismemberment benefits per the schedule below:

Accidental Medical Expense Benefits

Maximum Benefit Amount	\$25,000
Deductible (per injury)	\$500
First Incurred Expense Duration	90 days
Benefit Duration	2 years

Accidental Death & Dismemberment Benefits

Accidental Death Benefit	\$5,000
Accidental Dismemberment Benefit (Principal Sum)	\$5,000
Loss must occur within	365 days
Aggregate	None

Underwriting Company

Hartford Life and Accident Company
A.M. Best Financial Rating: A (Excellent)
Financial Size Category: XV (\$2 billion or more)

Medical Claim Filing Procedures

If you are injured while participating in a USA Field Hockey sanctioned event, please let the on-site Club Official, Coach or Event Director know of your injury so that an Incident Report form can be prepared. If an Incident Report is not prepared to document your injury, your claim may be denied by the Participant Accident carrier.

Should you require medical treatment as a result of your injury, the on-site Club Official, Coach or Event Director will provide you with a Medical Claim form.

The Incident Report form and the Medical Claim form for sanctioned events are also available to all USA Field Hockey affiliated Clubs and USA Field Hockey Members under the Membership/Insurance Information section of the USA Field Hockey website: www.usafielddhockey.com.

The information contained in this summary is intended to serve only as an outline for general understanding of your insurance and should not be construed as a legal interpretation of the insurance policies written. Reference should be made to the respective policies for complete details including terms, conditions, limitations and exclusions of coverage.



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USA FIELD HOCKEY PARTICIPANT ACCIDENT SUMMARY – Umpires or Officials

Effective 12/1/2022 – 12/1/2023



Insured Persons

The following individuals are eligible for coverage under the USA Field Hockey Participant Accident program:

All currently registered Umpires or Officials of USA Field Hockey.

Covered Activities

The policy provides coverage for accidental bodily injury, accidental death & dismemberment or loss of game officiating fees resulting directly from participation in a Covered Activity as defined below.

Covered Activities include:

- Scheduled games, practices, camps, clinics and related activities sanctioned and/or approved by USA Field Hockey.
- Group travel as a team or club directly to or from scheduled practices, games or sanctioned or approved activities
- Other supervised activities, such as club or team meetings, banquets and usual, non-hazardous fundraisers
- While officiating in any and all amateur field hockey activities and for their duties as an assignor for any field hockey activities. Coverage extends to USA Field Hockey sponsored games, clinics and tournaments, as well as other amateur field hockey play, such as NCAA, high school or other regularly scheduled games.

Coverage Summary

The USA Field Hockey Participant Accident insurance program provides Accident Medical and Accidental Death & Dismemberment (AD&D) benefits to registered umpires and officials who are injured while serving in that capacity during a Covered Activity.

Coverage does not include loss from pre-existing conditions or from serving as an umpire or official in events not specifically included as a Covered Activity. If an accidental bodily injury results in an Insured Person requiring medical care and treatment within 90 days of the accident, the policy will pay the reasonable and customary medical charges of medically necessary medical services up to the benefit amount.

Medical expenses must be incurred within 2 years of the date of accident. The accident medical coverage is secondary to any other available medical/health insurance and is subject to a \$100 deductible per claim.

The Accident Medical Expense coverage does not apply to the following charges and services:

- Intentionally self-inflicted injury, suicide or attempted suicide;
- War, or act of war, whether declared or undeclared;
- Injury sustained while taking prescription drugs, unless prescribed or administered by a physician;
- Medical services performed by a person retained or employed by the Team or the Policyholder;
- Dental work or treatment on natural teeth which is not necessary for repair or relief of injury;
- Repair, replacement, exam for prescriptions or fitting of eyeglasses, contact lenses or hearing aids;
- Cosmetic or plastic surgery which is not necessary for repair or relief of injury;
- Injury sustained during commission of a felony

Participant Accident Policy Limits

The policy pays for reasonable Accident Medical Expenses and Accidental Death & Dismemberment benefits per the schedule below:

Accidental Medical Expense Benefits

Maximum Benefit Amount	\$100,000
Deductible (per injury)	\$100
First Incurred Expense Duration	26 weeks
Benefit Duration	2 years

Accidental Death & Dismemberment Benefits

Accidental Death Benefit	\$7,500
Accidental Dismemberment Benefit (Principal Sum)	\$7,500
Loss must occur within	365 days
Aggregate	None

Game Fee Reimbursement

Reimbursement per game (maximum)	\$200
Elimination Period (not retroactive):	7 days
Loss must occur within	26 weeks
Maximum Benefit	\$2,500

Underwriting Company

Hartford Life and Accident Insurance Company
A.M. Best Financial Rating: A (Excellent)
Financial Size Category: XV (\$2 billion and above)

Medical Claim Filing Procedures

If you are injured while participating in a USA Field Hockey sanctioned event, please let the on-site Club Official, Coach or Event Director know of your injury so that an Incident Report form can be prepared. If an Incident Report is not prepared to document your injury, your claim may be denied by the Participant Accident carrier.

Should you require medical treatment as a result of your injury, the on-site Club Official, Coach or Event Director will provide you with a Medical Claim form.

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PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT MEMBERSHIP WAIVER FORM FOR MINORS (UNDER AGE 18)

For and in consideration of United States Field Hockey Association, Inc. ("**USA Field Hockey**") allowing the minor identified below (**the "Minor"**) to participate in any USA Field Hockey sanctioned event, but not limited to, athletic competitions, games, tournaments, practices, camps, clinics, tryouts and related activities sanctioned by USA Field Hockey (**the "Event" or "Events"**); I, for myself and behalf of the Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representatives pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby represent that (i) I am the parent of legal guardian of the Minor; (ii) the minor is in good health and in proper physical condition to participate in the Event; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the event. I agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Event, and that I am responsible for the Minor's safety and well being at all times and under all circumstances while at the Event.
2. I understand and acknowledge the risks and dangers associated with the Minor's participation in the sport of field hockey, the Events and related activities, including without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases), permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, coaches, umpires, officials, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect field conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others, including, but not limited to those participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which may be incurred as a result of the Minor's participation in any Event.
3. I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Field Hockey and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Event.
4. I agree on behalf of the Minor to abide by and be bound by the applicable USA Field Hockey Bylaws, Code of Conduct and Competition Rules and the SafeSport rules, policies and procedures promulgated by the U.S. Center for Safe Sport as they may be amended from time to time. I agree to the Minor will be subject to the jurisdiction of the U.S. Center for Safe Sport and agree that any sanctions imposed by the Center extend to his/her participation in all USA Field Hockey events or activities and may be posted publicly and include information regarding the misconduct involved.
5. I understand and agree that the FIH Anti-Doping Rules and U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by the FIH, USADA, and the USOPC apply to me and that it is my responsibility to comply with those rules. I agree, on behalf of the Minor to submit to drug testing at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the FIH and/or my national federation, if applicable or referred by USADA.



6. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Field Hockey, its member athletes/players, clubs, coaches, umpires, trainers, officials, national teams and futures regions; United States Field Hockey Foundation; United States Olympic and Paralympic Committee (USOPC); the Event Owners, Directors, Organizers, Promoters, Sponsors and Advertisers; the Host Facility/Venue and the Property Owners or Operators where the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to the Minor's participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Member Signature

Date

Print Name

Parent/Guardian Signature

Date

Print Name

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT MEMBERSHIP WAIVER FORM FOR ADULTS (AGE 18 OR OLDER)

For and in consideration of United States Field Hockey Association, Inc. ("**USA Field Hockey**") allowing me, the undersigned, to participate in any USA Field Hockey sanctioned event, including, but not limited to, athletic competitions, games, tournaments, practices, camps, clinics, tryouts and related activities sanctioned by USA Field Hockey (**the "Event" or "Events"**); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well being at all times and under all circumstances while at the Event.
2. I understand and acknowledge the risks and dangers associated with participation in the sport of field hockey, the Events and related activities, including without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases), permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, coaches, umpires, officials, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect field conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others, including those participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Field Hockey and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event.
4. I agree to abide by and be bound by the applicable USA Field Hockey Bylaws, Code of Conduct and Competition Rules and the SafeSport rules, policies and procedures promulgated by the U.S. Center for Safe Sport as they may be amended from time to time. I agree to be subject to the jurisdiction of the U.S. Center for Safe Sport and agree that any sanctions imposed by the Center extend to my participation in all USA Field Hockey events or activities and may be posted publicly and include information regarding the misconduct involved.
5. I understand and agree that the FIH Anti-Doping Rules and U.S. Anti-Doping Agency Protocol for Olympic and Paralympic Movement Testing (USADA Protocol) and all other policies and rules adopted by the FIH, USADA, and the USOC apply to me and that it is my responsibility to comply with those rules. I agree to submit to drug testing at any time and understand that the use of methods or substances prohibited by the applicable anti-doping rules would make me subject to penalties including, but not limited to, disqualification and suspension. If it is determined that I may have committed a doping violation, I agree to submit to the results management authority and processes of USADA, including arbitration under the USADA Protocol, or to the results management authority of the FIH and/or my national federation, if applicable or referred by USADA.
6. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Field Hockey, its member athletes/players, clubs, coaches, umpires,

trainers, officials, national teams and futures regions; United States Field Hockey Foundation; United States Olympic and Paralympic Committee (USOPC); the Event Owners, Directors, Organizers, Promoters, Sponsors and Advertisers; the Host Facility/Venue and the Property Owners or Operators where the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Signature

Date

Print Name



INCIDENT REPORT FORM

(Page 1 of 2)

SUBMIT COMPLETED FORM TO:
 USA Field Hockey
 ATTN: Incident Reporting
 5540 N. Academy Blvd., Suite 100
 Colorado Springs, CO 80918
 719-632-0979 Facsimile
 membership@usafieldhockey.com

This form should be completed by an Athletic Trainer, Club Official, Coach or Event Director at the time of an Accident, Injury or Other Incident during a USA Field Hockey sanctioned event/activity.

CLUB AND SANCTIONED EVENT/ACTIVITY INFORMATION:

Club/Team Name: _____ Club Membership #: _____
 Sanctioned Event/Activity Name (If applicable): _____ Date(s) of Event: _____
 Description of Sanctioned Event/Covered Activity: Game Practice Tournament Camp/Clinic Other: _____
 Type of Event: Competitive Recreational Event Sanction # (if applicable): _____
 Name and Address of Field/Facility: _____

SUBJECTS INVOLVED (attach additional reports if additional persons were involved):

Name of Party Involved: _____ Date of Birth: ____/____/____ Male Female
 Home Address: _____ Tel.: (____) _____
 Name of Parent/Legal Guardian (if minor): _____ Tel.: (____) _____
 USA Field Hockey Member? Yes No MEMBERSHIP #: _____
 Type of Individual: Youth Player Adult Player Coach Trainer Umpire/Official Volunteer Spectator
 Other: _____
 Player Type (if applicable): Senior National Team Member Regular Player
 Signed Waiver & Release: Yes No (Note: Signed waivers are required for all participants in sanctioned events)

SUBJECTS INVOLVED (attach additional reports if additional persons were involved):

Name of Party Involved: _____ Date of Birth: ____/____/____ Male Female
 Home Address: _____ Tel.: (____) _____
 Name of Parent/Legal Guardian (if minor): _____ Tel.: (____) _____
 USA Field Hockey Member? Yes No MEMBERSHIP #: _____
 Type of Individual: Youth Player Adult Player Coach Trainer Umpire/Official Volunteer Spectator
 Other: _____
 Player Type (if applicable): Senior National Team Member Regular Player
 Signed Waiver & Release: Yes No (Note: Signed waivers are required for all participants in sanctioned events)

DESCRIPTION OF ACCIDENT/INCIDENT/INJURY/ILLNESS (check all that apply):

Type of Incident	Incident Location	Field Surface/Playing Conditions (if applicable)					
<input type="checkbox"/> Bodily Injury or Illness <input type="checkbox"/> Fatality <input type="checkbox"/> Property Damage <input type="checkbox"/> Missing Person(s) <input type="checkbox"/> Theft <input type="checkbox"/> Other: _____	<input type="checkbox"/> Field/Competition Area <input type="checkbox"/> Restrooms/Lockers <input type="checkbox"/> Bleachers/Stands <input type="checkbox"/> Concession Area <input type="checkbox"/> Admission Area <input type="checkbox"/> Storage Area <input type="checkbox"/> Parking Lot <input type="checkbox"/> Other: _____	Weather	<input type="checkbox"/> Clear <input type="checkbox"/> Clouds <input type="checkbox"/> Rain <input type="checkbox"/> Fog <input type="checkbox"/> Glare <input type="checkbox"/> Other: _____	Field Surface	<input type="checkbox"/> Dirt <input type="checkbox"/> Grass <input type="checkbox"/> Indoor <input type="checkbox"/> Artificial Turf <input type="checkbox"/> Other: _____	Surface Condition	<input type="checkbox"/> Dry/Normal <input type="checkbox"/> Wet/Rainy <input type="checkbox"/> Muddy <input type="checkbox"/> Icy <input type="checkbox"/> Other: _____

Date of Incident: _____ Time of Incident: _____ AM PM
 Did the incident occur during a USA Field Hockey sanctioned or approved activity? Yes No

Describe what happened, including location and nature of incident, injury or damage. (Attach a separate sheet, if necessary): _____

Public Agencies Responding to the Incident (if any):

Police: _____ Fire Dept.: _____ EMT/Ambulance: _____

Police Report Filed? Yes No If Yes, Police Report #: _____

MEDICAL TREATMENT AND DISPOSITION (if applicable):

Medical Treatment Required?	Type of Medical Treatment Required?	Medical Condition and Disposition		
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Basic First Aid Only <input type="checkbox"/> Medical Care (Emergency) <input type="checkbox"/> Medical Care (Non-urgent)	Injury/Illness	Body Part Injured	Disposition
		<input type="checkbox"/> Abrasion <input type="checkbox"/> Burn <input type="checkbox"/> Concussion <input type="checkbox"/> Dislocation <input type="checkbox"/> Fracture <input type="checkbox"/> Heat Exhaustion <input type="checkbox"/> Illness <input type="checkbox"/> Laceration <input type="checkbox"/> Nausea <input type="checkbox"/> Pain <input type="checkbox"/> Seizures <input type="checkbox"/> Sting/Bite <input type="checkbox"/> Sprain <input type="checkbox"/> Strain <input type="checkbox"/> Other _____	<input type="checkbox"/> Head <input type="checkbox"/> Neck <input type="checkbox"/> Back <input type="checkbox"/> Hip (L/R) <input type="checkbox"/> Arm (L/R) <input type="checkbox"/> Shoulder (L/R) <input type="checkbox"/> Elbow (L/R) <input type="checkbox"/> Wrist (L/R) <input type="checkbox"/> Hand (L/R) <input type="checkbox"/> Finger <input type="checkbox"/> Leg (L/R) <input type="checkbox"/> Knee (L/R) <input type="checkbox"/> Ankle (L/R) <input type="checkbox"/> Foot (L/R) <input type="checkbox"/> Toe <input type="checkbox"/> Internal <input type="checkbox"/> No Injury <input type="checkbox"/> Other _____	<input type="checkbox"/> No care given (not needed) <input type="checkbox"/> No care given (patient refused) <input type="checkbox"/> Released <input type="checkbox"/> Released to Parent <input type="checkbox"/> Referral to Doctor <input type="checkbox"/> Referral to Hospital <input type="checkbox"/> EMS Transport to: _____

WITNESS INFORMATION:

WITNESS #1: Athlete Coach Trainer Umpire/Official Volunteer Spectator Other: _____

Name of Witness: _____ Date of Birth: ____/____/____ Male Female

Home Address: _____

HOME TEL: (____) _____ WORK TEL: (____) _____ MOBILE: (____) _____

Statement Attached? Yes No

REPORT PREPARED BY:

Name of Person Completing this Report: _____ Male Female

Home Address: _____ Email Address: _____

HOME TEL: (____) _____ WORK TEL: (____) _____ MOBILE: (____) _____

Position: Coach Trainer Umpire/Official Volunteer Other: _____

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

Signature: _____ Date: _____



INCIDENT REPORT FORM

INSTRUCTIONS

It is important to have written incident reports on file regarding injuries (to participants, spectators, coaches, umpires or other volunteers), property damage or other incidents that may result in a liability claim against your club, team or USA Field Hockey. Liability claims usually allege negligence, and written reports prepared immediately after an incident occurs are invaluable in defending these types of claims.

So that key information is recorded, USA Field Hockey has developed an Incident Report form for this purpose. The Incident Report form is available to all Clubs via the USA Field Hockey web site: www.teamusa.org/usa-field-hockey.

Examples of incidents which need to be reported include, but are not limited to, the following:

- Bodily Injury or Illness
- Fatality
- Property Damage
- Missing Person(s)
- Theft

The Incident Report form should be completed at the time of an accident, injury or other incident during a USA Field Hockey sanctioned or approved activity/event. This report is to be completed by:

- **Athletic Trainer, Coach or Umpire/Official:** For incidents occurring during regular, pre-season or post-season team activities, including tournaments, camps or clinics.
- **Coach or Director:** For incidents occurring during other club activities or events.

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

Completed Incident Report forms should be submitted as soon as possible to:

USA Field Hockey
ATTN: Incident Reporting
5540 N. Academy Boulevard
Suite 100
Colorado Springs, CO 80918
719-632-0979 Facsimile
membership@usafielddhockey.com



PARTICIPANT ACCIDENT INSURANCE CLAIM FORM



(NOTE To the Participant/Parent/Guardian: Claim Form will be returned if not fully completed and signed.)

Basic Procedures for Submitting the Participant Accident Insurance Claim Form

The participant or participant's parents/guardian will complete the attached form and forward it to K&K Insurance Group, Inc. This claim form will only be processed after an incident report has been received from USA Field Hockey. If there are questions about the incident report, please contact USA Field Hockey directly.

To the Participant/Parent/Guardian:

Attach current itemized physician, hospital, or other provider's bills for accident medical expenses being claimed as well as the primary carrier's Explanation of Benefits showing their payments and denials. These bills must show the patient's name, condition (diagnosis), type of treatment given, date the expense was incurred and the charges made.

Submit to:
K&K INSURANCE GROUP, INC.

Claims Department

P.O. Box 2338

Fort Wayne, Indiana 46801-2338

(800) 237-2917 • Fax (260) 459-5915

email: KK_PAClaims@kandkinsurance.com

<http://www.kandkinsurance.com>



1712 Magnavox Way P.O. Box 2338
 Fort Wayne, Indiana 46801
 (800) 237-2917 Fax (260) 459-5915
 email: KK_PAClaims@kandkinsurance.com
 http://www.kandkinsurance.com

ACCIDENT MEDICAL INSURANCE CLAIM FORM



**IT IS IMPORTANT THAT ALL INFORMATION REQUESTED ON THIS CLAIM FORM BE FURNISHED.
 OMISSION OF VITAL INFORMATION WILL CAUSE DELAY IN CLAIM PROCESSING.
 TO BE COMPLETED BY INJURED PERSON OR PARENT**

MEDICAL BENEFITS UNDER THIS POLICY MAY PROVIDE PRIMARY, EXCESS OR A COMBINATION OF BOTH COVERAGES. UPON RECEIPT OF THIS CLAIM FORM , AN ACKNOWLEDGEMENT LETTER WILL BE SENT TO YOU ADVISING WHAT SPECIFIC BENEFITS YOU ARE ENTITLED TO.

IF THE MEDICAL BENEFIT IS EXCESS, YOUR CLAIM SHOULD BE SUBMITTED TO THE INSURANCE COMPANY PROVIDING COVERAGE TO YOU THROUGH YOUR OWN OR YOUR PARENT'S PERSONAL HEALTH PLAN, YOUR EMPLOYER OR GOVERNMENTAL HEALTH PLAN. AFTER OTHER INSURANCE BENEFITS HAVE BEEN SUBMITTED, YOU SHOULD FORWARD A COPY OF THE OTHER INSURANCE COMPANY'S EXPLANATION OF BENEFITS AND THE CORRESPONDING ITEMIZED MEDICAL STATEMENTS. IF YOUR INSURANCE COMPANY DENIES BENEFITS, SEND A COPY OF THEIR DENIAL.

WE WILL NOT PROCESS YOUR CLAIM WITHOUT EMPLOYER INFORMATION. IT IS IMPERATIVE THAT WE RECEIVE ALL DATA REQUESTED. TIMELY RECEIPT OF REQUESTED INFORMATION WILL HELP EXPEDITE PROCESSING OF YOUR CLAIM.

INJURED PERSON: _____	SPOUSE'S NAME (if applicable): _____
FATHER'S NAME (if injured is a minor) _____	MOTHER'S NAME (if injured is a minor) _____
EMPLOYER NAME: _____	EMPLOYER NAME: _____
EMPLOYER ADDRESS: _____	EMPLOYER ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____	CITY: _____ STATE: _____ ZIP: _____
PHONE: () _____	PHONE: () _____
GROUP INSURANCE COMPANY: _____	GROUP INSURANCE COMPANY: _____
POLICY NUMBER: _____	POLICY NUMBER: _____
INSURANCE COMPANY ADDRESS: _____	INSURANCE COMPANY ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____	CITY: _____ STATE: _____ ZIP: _____
SOCIAL SECURITY NUMBER: _____	SOCIAL SECURITY NUMBER: _____
SIGNATURE: _____	SIGNATURE: _____

I WAIVE ANY PROVISION OF LAW TO THE CONTRARY AND HEREBY AUTHORIZE K&K OR ITS REPRESENTATIVES TO FURNISH TO ANY HOSPITAL, PHYSICIAN OR OTHER PERSON WHO HAS ATTENDED ME, AND MY INSURANCE CARRIER, ANY AND ALL INFORMATION WITH RESPECT TO THE ACCIDENTAL INJURY FOR WHICH I AM CLAIMING INSURANCE BENEFITS.

I WAIVE ANY PROVISION OF LAW TO THE CONTRARY AND HEREBY AUTHORIZE ANY HOSPITAL, PHYSICIAN OR OTHER PERSON WHO HAS ATTENDED ME, AND MY INSURANCE CARRIER OR EMPLOYER, TO FURNISH TO K&K OR ITS REPRESENTATIVES ANY AND ALL INFORMATION WITH RESPECT TO ANY SICKNESS OR INJURY, MEDICAL HISTORY, CONSULTATION, PRESCRIPTIONS, OR TREATMENT, AND COPIES OF ALL HOSPITAL, MEDICAL, OR INSURANCE RECORDS INCLUDING, BUT NOT LIMITED TO, INFORMATION REGARDING OTHER INSURANCE COVERAGES. I AGREE THAT A PHOTOCOPY OF THIS AUTHORIZATION SHALL BE CONSIDERED AS EFFECTIVE AS THE ORIGINAL.

I UNDERSTAND THIS AUTHORIZATION IS NECESSARY TO FACILITATE THE OBTAINING AND PROVIDING OF INFORMATION NEEDED TO QUICKLY PROCESS MY CLAIM.

SIGNED: _____ DATE: _____

Please Note: If injured person is a minor, signature must be of parent or legal guardian.

APPLICABLE IN ALASKA

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

APPLICABLE IN ARIZONA

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

APPLICABLE IN ARKANSAS, DELAWARE, KENTUCKY, LOUISIANA, MAINE, MICHIGAN, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH DAKOTA, PENNSYLVANIA, SOUTH DAKOTA, TENNESSEE, TEXAS, VIRGINIA, AND WEST VIRGINIA

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In LA, ME, TN, and VA, insurance benefits may also be denied.

APPLICABLE IN CALIFORNIA

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy

holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines.

APPLICABLE IN FLORIDA

Pursuant to S. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084, Florida Statutes.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN IDAHO

Any person who knowingly and with the intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN INDIANA

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

APPLICABLE IN MARYLAND

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is

guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEVADA

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

APPLICABLE IN NEW HAMPSHIRE

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

APPLICABLE IN OHIO Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN RHODE ISLAND

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN WASHINGTON

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

FRAUD CLAIMS (2010/02)

Dear Participant: If you have an appointment with a doctor as the result of a sport related injury, please show this document to the doctor's insurance secretary. You should be identified as a member of the following preferred provider networks and/or their affiliates.

Dear Doctor or Provider: This document indicates that this patient is a participant in the following preferred provider networks and/or their affiliates:



INSTRUCTIONS FOR COMPLETING THE ACCIDENT INSURANCE FORM TO THE INJURED PERSON/PARENT /GUARDIAN

To the injured person/parent/guardian:

Complete this claim form. Attach current itemized physician, hospital, or other provider's bills for accident medical expenses as well as the primary carrier's explanation of benefit showing their payment and denial. These bills must show the patient's name, condition (diagnosis), type of treatment given, date the expense was incurred, and the charges made. Return this form to K&K Insurance Group, Inc. Please note: Claim forms will be returned if not fully completed and signed. Omission of vital information will cause a delay in claim processing.