USA TRACK&FIELD
GENERAL LIABILITY INSURANCE

USA TRACK & FIELD
GENERAL LIABILITY SUMMARY OF INSURANCE
EFFECTIVE 11/1/2012-11/1/2013
(REV. Feb 2013)

NAMED INSUREDS:
The following parties are included as Named Insureds under the USA Track & Field General Liability policy:

USA Track & Field, Inc. (USATF)
USA Track & Field Associations
USATF members, member clubs, directors, officers, officials, coaches, event owners, event organizers, race directors and volunteers, but only while acting in their capacity as such with respect to events or other approved activities that are sanctioned and insured by USATF.

COVERED ACTIVITIES:
Sanctioned events and approved activities include:

1. Track and field athletic competitions and all necessary and usual ancillary activities such as registration, warm-up and pre-event instruction, awards ceremonies and expositions that are organized, sponsored, sanctioned or approved by USATF.

2. USATF member club supervised practices properly registered with USATF and other approved activities that are common to USATF member clubs.

Note: Specifically excluded from sanctioned events are club practices held at a home-based facility, music concerts, parades, and other competitions or exhibitions requiring a separate remittance or ticket or involving sporting activities not sanctioned by USATF.

COVERAGE SUMMARY:
The USATF General Liability policy provides coverage for the Named Insureds against liability claims brought by third parties alleging bodily injury, property damage, personal or advertising injury arising out of premises, operations, products and completed operations of the Named Insureds in connection with Covered Activities.

Premises Liability
Event Liability
Participant Legal Liability
Spectator Liability
Third Party Property Damage Liability
Host Liquor Liability (complimentary serving only)
Abuse & Molestation Liability
Drug Testing Liability
Worldwide Coverage Territory
Additional Insureds (as requested and approved)

GENERAL LIABILITY LIMITS:

Each Occurrence:*	**$1,000,000**
General Aggregate (PER EVENT):	**$3,000,000**
Products-Completed Operations Aggregate:	**$3,000,000**
Personal & Advertising Injury:	**$1,000,000**
Damage to Premises Rented to You (Any One Premises):	**$1,000,000**
Abuse & Molestation Each Occurrence:	**$1,000,000**
Abuse & Molestation Aggregate:	**$2,000,000**
Participant Legal Liability	**Included**
Deductible:	**$0**

** Higher limits are available (up to $10,000,000) for 3rd parties who contractually require additional coverage. To request excess limits, you MUST submit with the Request for Certificate of Liability Insurance form, a copy of an executed contract, permit or submitted permit application indicating the 3rd party's insurance requirements. USATF and the insurer reserve the right to deny requests for additional insurance.*

UNDERWRITING COMPANY:
Philadelphia Indemnity Insurance Company (admitted carrier)
A.M. Best Rating: A++ (superior)
Financial Size: XV ($2 billion or greater)

HOW TO PURCHASE COVERAGE:
General Liability is an important benefit USATF provides to its member clubs and sanctioned event organizers. This insurance applies to specific activities of member clubs, sanctioned events, and their organizers. Since the national sanctioning and club membership fees incorporate a charge for insurance, there are no additional costs or premiums.

SANCTIONS
USATF sanctions are obtained by filing a completed USATF Sanction Application with the local USATF Association and paying the appropriate sanction fees. Sanction applications can be obtained at www.usatf.org/events/sanctions or by calling either your local USATF Association or the USATF National Office.

CLUB PRACTICES
Each year, member clubs conduct practices (training sessions) to prepare their athletes for competitions. Online filing of a practice schedule for each facility is required on an annual basis. Club practices held at home-based facilities are not eligible for sanction and insurance.

HOW TO REQUEST A CERTIFICATE:
Certificates of Insurance for Club Practices can be purchased online by logging in to the Club Management Area.

Certificates of Insurance for Sanctioned Events may be requested through your local Association by submitting a *Request for Certificate of Liability Insurance* form with your Application for Sanction. Please request Certificates of Insurance only for those third parties who require them and have a direct relationship with your event/practice.

Note: Certificates must be requested on the appropriate form at least 30 days prior to the event to allow for adequate processing time. There is an additional $10 fee for requests received less than 5 business days prior to the date the certificate is needed and a $25 fee for requests received less than 36 hours before the date the certificate is needed.

HOW TO FILE A GENERAL LIABILITY CLAIM:
Whenever an injury, property damage or other accident occurs during a USATF covered activity, an Incident Report Form should be completed and submitted to the National Office:

USA Track & Field
132 E. Washington St., Suite 800 Indianapolis,
IN 46204
Fax #: (800) 833-1466

Incident Report forms can be obtained online at: www.usatf.org/events/sanctions.

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 to USATF.

This summary is only a brief description of the coverage terms and conditions for the USA Track & Field General Liability policy. This summary in no way affects or alters the scope of coverage provided.

WHAT IS COVERED UNDER THE USA TRACK & FIELD GENERAL LIABILITY POLICY?

The USATF General Liability will pay amounts, up to the policy limit, that an insured is legally required to pay as damages for *covered* bodily injury, property damage, personal injury, or advertising injury.

The bodily injury or property damage must have occurred during a covered activity. Basically, the covered activity is the sanctioned event, any directly-related set-up and tear-down activities, or any ancillary events such as participant check-in and award ceremonies.

Coverages extend to the regularly scheduled practices of USATF clubs provided such practices are *not* located at a home-based facility, are filed with USATF in advance, and are supervised by a coach.

The following are a few of the key coverage areas:

- *Bodily Injury Liability*: protects the Named Insureds against claims brought by third parties alleging bodily injury or death caused by the negligent acts or omissions of the Named Insureds. The USATF General Liability policy excludes coverage for medical expenses, since bodily injuries to members participating in a sanctioned event are covered under USATF's Participant Accident Medical policy.
- *Property Damage Liability:* protects the Named Insureds against claims brought by third parties alleging physical damage to or loss of use of tangible property caused by the negligent acts or omissions of the Named Insureds. All Commercial General Liability policies contain exclusions for damage to property in the insured's care, custody or control. Therefore, sports equipment or other personal property used in connection with a sanctioned event would not be covered in the event of loss or damage. The policy will respond to third party property damage claims caused by use of the equipment, but not to the equipment itself.
- *Personal & Advertising Injury Liability:* protects the 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 infringement of copyright, title or slogan.
- *Products-Completed Operations Liability:* protects the Named Insureds against liability for bodily injury or property damage as a consequence of some defect in a product sold, manufactured, handled, distributed or disposed of by a Named Insured. An example of a products liability claim would include a food poisoning claim from concessions sold by a Named Insured at a sanctioned event.
- *Premises Liability:* protects against liability for bodily injury caused by failure to maintain safe, secure and properly maintained premises. Regardless of how or why a person enters a property, property owners may be held liable if injury occurs. Slip-and- fall and trip-and-fall accidents are by far the most common claims in premises liability law suits.
- *Participant Legal Liability:* protects the Named Insureds against claims brought against that insured for "bodily injury" to a "participant" while practicing for or participating in any USATF sanctioned event.
- *Drug Testing Liability:* provides Personal & Advertising Injury coverage for liability arising out of any drug testing program sponsored by USATF, provided the testing is conducted in accordance with USOC Doping Control Program policies and procedures.
- *Host Liquor Liability:* protects the Named Insureds against liability associated with serving alcohol on a complimentary basis to adults of legal drinking age. The laws vary by state, but most provide that a party which serves alcoholic beverages is liable for injury or damage caused by an intoxicated person if it can be established that the party serving the alcohol caused or contributed to the intoxication of the person. If alcohol is going to be for sale during a sanctioned event, the party selling the alcohol will need to secure an appropriate liquor license and carry Liquor Liability coverage. The USATF General Liability program does **not** provide coverage for liability arising out of the sale of alcoholic beverages, unless a liquor liability application has been completed, approved, and appropriate premium remitted.
- *Abuse & Molestation Liability:* protects the Named Insureds against claims alleging liability for actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any insured, or the Named Insured's negligent employment, investigation, supervision, reporting or failure to report to the proper authorities, retention of a person for whom any insured is or ever was legally responsible. This coverage will not pay any claim or defense costs on behalf of any person who personally takes part in inflicting physical or sexual abuse, sexual molestation, sexual exploitation or sexual injury upon another person; or on behalf of any person who remains passive upon gaining knowledge of any alleged physical or sexual abuse, sexual molestation, sexual exploitation, or sexual injury committed by a employee, member or volunteer of the Named Insured organizations.

WHAT IS NOT COVERED UNDER THE USA TRACK & FIELD GENERAL LIABILITY POLICY?

- Bodily Injury or Property Damage that is unrelated to a USATF sanctioned event or not caused by the acts or omissions of a Named Insured under the USATF General Liability program
- Medical Expenses (claims for medical expenses are excluded, including participant accident medical expenses resulting from accidents or injuries during USATF sanctioned events) *[Note: USATF members are eligible for Accident Medical coverage for sports injuries in connection with USATF sanctioned events and practices. If you have questions regarding the Accident Medical coverage, please contact USA Track & Field at 317-261-0500]*
- Claims for Damage to Property (except for Sports Equipment which is subject to $5,000 per occurrence/$20,000 aggregate with a $500 deductible) in the care, custody and control of the Named Insureds and used in connection with sanctioned events. Examples would include property or equipment which is leased, rented or borrowed from others for use during the event
- Auto Liability & Physical Damage claims
- Aircraft Liability & Physical Damage claims
- Watercraft Liability & Physical Damage claims
- Player vs. Player Exclusion (this eliminates coverage for claims/lawsuits filed by one player/athlete against another for injury. This exclusion does not preclude coverage for USATF, its event organizers/clubs
- Expected Or Intended Injury Exclusion – excludes coverage for intentional acts which result in "bodily injury" or "property damage" from the standpoint of the Named Insureds (this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property)
- Limited Excess Fireworks - excludes coverage for bodily injury, property damage or personal and advertising injury arising out of fireworks, unless the entity or person performing the fireworks has and maintains valid and collectible commercial general liability insurance coverage in the amount of at least $1,000,000 that covers fireworks, and you are named as an additional insured on the policy providing such coverage
- Exclusion – Designated Professional Services – Police/Law Enforcement (this insurance does not apply to " bodily injury", "property damage" or " personal and advertising injury" due to the rendering or failure to render any professional service; however, this does not apply to traffic control performed directly to USATF sanctioned competitions)
- Standard General Liability policy exclusions and limitations per standard ISO General Liability policy form, including Workers' Compensation and Similar Laws, Employer's Liability, Pollution, Mobile Equipment, War, Nuclear Energy Liability Exclusion and Employment Related Practices Exclusion
- Fungi or Bacteria Exclusion
- Lead Liability Exclusion
- Asbestos Liability Exclusion
- Exclusion – Violation of Statutes that govern emails, fax, phone calls or other methods of commercial sending material or information

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

Other Coverage Notes:

Organizers must obtain a Waiver and Release of Liability form from all participants, including volunteers. Failure to obtain written waivers may reduce or void your coverage. Retain old waivers of liability in accordance with the statute of limitations applicable to each specific state where the USATF sanctioned event/activity takes place. Note that in the case of minors, the statute clock may not begin until the minor reaches the age of majority.

This coverage may be secondary to any other insurance that may be in force.

USA TRACK & FIELD GENERAL LIABILITY - CERTIFICATES OF INSURANCE

Certificates of Insurance for Club Practices can be purchased online by logging in to the Club Management Area.

Certificates of Insurance for Events may be requested through your local Association by submitting a *Request for Certificate of Insurance* form with your Application for Sanction. Certificates must be requested on the appropriate form at least 30 days prior to the event to allow for adequate processing time. There is an additional $10 fee for requests received less than 5 business days prior to the date the certificate is needed and a $25 fee for requests received less than 36 hours before the date the certificate is needed (i.e., 8 a.m. Thursday for a certificate needed by 8 p.m. Friday). Certificate requests received after 5 pm ET will not be processed until the next business day.

Please be certain to fill out the request form completely and ascertain the needs of third parties. If replacement copies of previously issued certificates fall into the "rush" category (see above), the applicable fees will be charged regardless of the timing of the original request.

The insurance carrier and USA Track & Field reserve the right to refuse to name an entity or person as an additional insured. (Hotels, for example, will not be named as additional insureds.)

If your Certificate is not received by the individual indicated on the application by the time requested, please follow up with your Association or the national office immediately. Please do not wait to call until Friday afternoon prior to your event or practice, as we may not be able to produce a replacement in time for your event/practice.

Please request Certificates of Insurance only for those third parties who require them and have a direct relationship with your event/practice.

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

For example, USA Track & Field member clubs will often be required to provide Certificates of Insurance as a means to secure permission from and to confirm availability of a facility for a USA Track & Field registered club practice or event.

If the certificate names a facility as an Additional Insured, it will protect the facility against claims caused, in whole or in part, by the acts or omissions of the Named Insured (i.e. USATF and its member club) during the use of the facility for the registered practice or event. It does not cover the facility for liability arising from the facility's own negligent acts.

Important Definitions:

- *Certificate Holder:* the interested party provided with a certificate of insurance as evidence of the insurance maintained by the Named Insured
- *Named Insured:* the person, firm, or organization specifically designated on the applicable insurance policy for whom the insurance company has agreed to provide coverage (i.e. USA Track & Field, its member clubs and their individual members, coaches, officers, officials, directors, event organizers/directors and volunteers)
- *Additional Insured:* an interested party (usually a Certificate Holder) for whom the insurance company has agreed to extend limited coverage, but only with respect to claims caused, in whole or in part, by the acts or omissions of the Named Insured

USA TRACK & FIELD GENERAL LIABILITY - INCIDENT REPORTING PROCEDURES

An important component of the USATF General Liability Insurance coverage is the prompt reporting of claims and incidents.

Incidents may include injuries to participants, spectators, or volunteers, damage to property of a third party, or altercations between individuals. Immediate reporting of incidents will help the USATF General Liability carrier with providing coverage and defense to your organization, the other named insureds and any additional insureds should a claim or lawsuit be filed.

A claim is an actual demand for damages by a third party. You should report all claims and incidents by completing a USATF Report of Incident.

Minor injuries to athletes and spectators, damage to property of a third party, and altercations between individuals should all be reported to USATF by completing a USATF Incident Report Form. Incident Report forms can be obtained online at www.usatf.org/events/sanctions.

Completed USA Track & Field Incident Report forms should be submitted to the National Office:

USA Track & Field
132 E. Washington St., Suite 800 Indianapolis,
IN 46204
Fax #: (800) 833-1466

Any incident involving serious bodily injury to an individual that requires emergency transport or a death/fatality should be reported immediately to *American Specialty Insurance & Risk Services, Inc.* **by calling** *Tel. #: (800) 566-7941*. **USA Track & Field National Office should also be notified immediately of any such injury or incident.**

USA TRACK & FIELD GENERAL LIABILITY - QUESTIONS AND ANSWERS

Q: Do I need a Certificate of Insurance to be covered?
No. If you (USATF club or event organizer/director) conduct a USATF sanctioned and insured event, coverage is automatically provided for that event and your approved sanction form is proof of coverage. Certificates are issued as proof of insurance for third parties only. Please retain a copy of your sanction through the duration of the statute of limitations period in your state.

Q: How do I request a Certificate of Insurance?
Certificates of Insurance for Club Practices can be purchased online by logging in to the Club Management Area.

For events, your local Association can provide you with a Request for Certificate of Insurance form. See the Certificates of Insurance section of this brochure for more details.

Q: Can a third party be covered by this insurance?
Yes. Third parties having an insurable interest may be named an "Additional Insured," but only with respect to the activities of the Named Insured in connection with USATF sanctioned events. That is, if an additional insured entity is named in a lawsuit because of your event activities that entity may qualify for coverage.

Q: Should I provide a vendor/contractor (such as a concession stand operator) with a certificate of insurance naming the vendor/contractor as an Additional Insured?
Vendors and contractors should carry their own insurance to cover their negligent acts and omissions. Event organizers/directors should not be liable for the actions of those hired to provide goods and services to events. These contracted parties should be required to provide a certificate of insurance as evidence of their own General Liability coverage with the certificate naming USATF and the club/event organizer as Additional Insureds. If the vendor provides a certificate in favor of USATF, then a reciprocal certificate may be provided to the vendor.

Q: I already have my own insurance. Why should I buy insurance through USATF?
You are not buying insurance from USATF. You are obtaining a USATF sanction and one of the benefits of that sanction is liability insurance. In addition to insurance, there are other benefits of USATF sanctioning. Furthermore, many events that have their own insurance do not have satisfactory limits or coverage, such as Participant Legal Liability coverage. However, if you have your own coverage, you should not cancel it because of the USATF policy. If your existing insurance is adequate for your needs and you are able to provide a certificate naming USATF as an additional insured, you can receive a "no insurance" sanction at a reduced cost by submitting a Waiver of Liability Insurance form with your Application for Sanction. Additional information and forms available at www.usatf.org/events/sanctions.

Q: What happens to equipment and property that I rent for my event?
The insurance provided through a USATF sanction is a liability policy. All General Liability policies exclude coverage for theft, loss or damage to Property in the insured's care, custody and control. It does not matter whether the equipment and personal property is owned, leased, rented or borrowed from others for use, no coverage applies. If you are responsible for rented personal property or equipment, separate Property insurance coverage should be secured. A special endorsement on the USATF General Liability policy makes an exception to the care, custody and control exclusion which provides coverage for specialized sports equipment necessary to conduct a USATF sanctioned event. The coverage is subject to a limit of $5,000 per occurrence, $20,000 in the aggregate and a deductible of $500 per occurrence.

Q: What about club practices?
Member club practices are covered if they are **not** located at a home-based facility, are regularly scheduled, and are filed online in advance of the practice. The practice must be supervised by a coach, who is a current member of USATF, and the coach must be physically present during the practice.

Q: What is the definition of a home-based practice facility?
A home-based facility is usually one developed on a residential site which is not held to the same standards as commercial buildings and grounds. Commercially owned buildings and grounds are typically required to meet certain building code rules and safety requirements which often include inspections to ensure the safety of the building/ground inhabitants.

Q: Why are practices covered at a facility, but not at my home-based location?
Many commercially owned buildings/grounds are required to carry commercial insurance with significant policy limits for liability. USATF has no way to confirm that the home owner's insurance policies will respond to these such insurance claims and/or that the home-based practice facility has adequate insurance limits. It is in all parties' interest to utilize a commercially owned, commercially insured, and safety inspected practice facility.

Q: Can I request that an exception be made for my home-based facility?
While USATF has made some exceptions to the policy in the past, it does not intend to do so in the future. USATF remains sensitive to this issue. Accordingly, should a homeowners' or other policy of a club owner not cover the activities of a home-based facility, USATF has worked with its insurance broker to provide the following list of possible insurance carriers who may be willing to cover a home-based practice facility (keeping in mind that each home-based facility situation is unique). Those insurance carriers are as follows: www.fdean.com; www.kandkinsurance.com; www.phly.com

Q: Does coverage include lawsuits brought by a participant who sues a club?
Yes, the policy provides coverage for Participant Legal Liability (see definition under "What is covered under the USA Track & Field General Liability policy" section) as long as the claim is for something that is covered by the policy.

Q: Does coverage include lawsuits brought by a participant who sues another participant?
No, this is excluded under the policy. However, to the extent the Club/Event Organizer or USATF are also named in the lawsuit, the General Liability policy would respond on behalf of the Club/Event Organizer and USATF.

Q: How are volunteers covered?
Volunteers are insureds and covered for liability claims arising out of their acts or omissions while acting under the direction of an insured club, USATF association, or the organizer/event director and within the scope of his/her assigned volunteer duties in connection with a USATF sanctioned event. Covered volunteers are insured if someone sues them for negligence that causes injury or property damage. If a volunteer is injured in an accident, this insurance does not cover his/her own medical bills.

Q: How are officials and judges covered?
USATF certified officials and judges working under the supervision of the event director, whether paid or not, are covered in the same manner as volunteers. In addition, USATF certified track & field officials are included in USATF's accident medical insurance program.

Q: What if I need more than $3 million in coverage?
An event or club can access additional General Liability insurance only if a third party contract or governmental permit requires the higher limits. Verbal requests, letters or other non-contractual correspondence will not meet this requirement. A complete copy of the contract or permit must accompany the Request for Certificate of Insurance form as the insurance company reviews each request individually.

Entertainment and Sports Insurance eXperts (ESIX)
5660 New Northside Drive, Suite 640
Atlanta, Georgia 30328
678.324.3300 (Telephone)
678.324.3303 (Fax)
www.esixglobal.com
Atlanta ▪ Colorado Springs

Entertainment and Sports Insurance eXperts (ESIX) is a fully integrated risk management and insurance brokerage firm dedicated exclusively to clients in the sports and entertainment industries. ESIX was established in 1994 to serve the risk management and insurance needs of amateur and professional sports organizations, entertainers, athletes, teams, foundations, venues and associations.

Today, ESIX operates out of offices in Atlanta and Colorado Springs. Built on a reputation of integrity, innovation and service, ESIX continues to develop comprehensive and cost effective risk management and insurance solutions for our valued clients. Whether you are in need of an insurance product or risk management expertise, ESIX will deliver.

ESIX serves some of the nation's most prestigious **professional and amateur sports organizations, foundations, national governing bodies, associations**, **teams and venues**. By outsourcing the majority of their risk management and insurance functions to ESIX, these organizations are able to access valuable risk management and insurance expertise at a significantly lower overall cost. *Over 200 sports organizations look to ESIX for their risk management and insurance needs each year.*

ESIX applies its risk management and insurance expertise to **events**, ranging from world-class sporting events (such as the ATP Tour World Championships and the USA Cycling Pro Championships) to concerts and local events. *Working with event organizers, sponsors and promoters, ESIX provides risk management and insurance support to over 100,000 events per year.*

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