

### INSURANCE COVERAGE

At USA Wrestling, our top priorities are safety and security. That's why we make sure you're covered by General Liability, Accidental Medical Expense, and Accidental Death & Dismemberment insurance. Please take a few minutes to familiarize yourself with the following highlights of our policies and coverage. As always, if you have any questions, please don't hesitate to contact USA Wrestling State Services at (719) 598-8181 or e-mail [info@usawrestling.org](mailto:info@usawrestling.org).

#### TYPES OF COVERAGE

- Secondary Sports Accident (Provided by Chubb Insurance): for injuries sustained while wrestling, coaching, or officiating
- General Liability (Provided by Philadelphia Insurance): to protect all members and volunteers from liability claims

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Please note that there is no liability coverage for wrestling activities held at a home or residential dwelling

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#### SECONDARY SPORTS ACCIDENT INSURANCE:

- Coverage is secondary to primary medical insurance

#### LIMITS

For All Full and High Performance Athlete members of USA Wrestling, in addition to all members of the Senior National Team:

- \$100,000 maximum Accident Medical Expense benefit limit with following sub-limits:
  - Accidental Dental – \$100,000
  - Physical Therapy – \$100,000
  - Orthopedic Appliance – \$100,000

For all Coach, Official, Limited Folkstyle, and Open License members of USA Wrestling (other than members of the National Team). This also includes those athletes covered as part of USA Wrestling's camp insurance program.

- \$50,000 maximum Accident Medical Expense benefit limit with following sub-limits:
  - Accidental Dental – \$50,000
  - Physical Therapy – \$50,000
  - Orthopedic Appliance – \$50,000

If you're not sure what level of membership you hold, please login to your account at [www.usawmembership.com](http://www.usawmembership.com) or call our membership department at (719) 598-8181

- Claims must be filed with primary medical carrier first (if applicable)
- There is a \$500 out-of-pocket deductible per injury.
  - Payments made by insurance do not apply to your deductible
  - Out-of-pocket payments that apply to your primary insurance deductible count toward secondary sports accident deductible
- Coinsurance rate is 80% / 20% on the first \$10,000 after the deductible. Thereafter, claims are paid at 100% up to the maximum benefit amount.
- Maximum out-of-pocket expense is \$2,500 per injury (\$500 deductible + \$2,000 coinsurance)

### **WHO IS COVERED?**

- Wrestlers, Coaches, and Officials holding USA Wrestling Membership

### **WHEN DOES COVERAGE START?**

- When you have completed and paid for your membership online; or
- When the state association or its director receives both membership information and fees

### **WHEN ARE MEMBERS COVERED FOR SECONDARY MEDICAL?**

- At USA Wrestling chartered club practices
  - Practices must be organized and supervised by a member coach
  - All participating club members must be individual USA Wrestling members
- When participating in sanctioned USA Wrestling events and activities
- When traveling directly to, or from, USA Wrestling sanctioned events or chartered club practices
- While participating in non-sanctioned events
  - Events must be formally scheduled, supervised, and conducted by a recognized sports organization, association, civic group, or school and its rules must be in force
- Secondary Sports Accident coverage while at non-sanctioned events extends to:
  - Member athletes – while competing
  - Member coaches – while coaching
  - Member officials – while officiating

### **WHAT MEDICAL EXPENSES ARE COVERED?**

- Covered expenses are subject to usual and customary charges for the geographic area in which medical service is provided.

### **ARE THERE ANY DATES OR DEADLINES I NEED TO BE AWARE OF?**

- The accident must occur while you are a member of USA Wrestling
- Accidental Medical Expense coverage applies if care and treatment expenses begin within 90 days of accident causing the injury
- Claims should be submitted immediately, and they must be filed within one year of the accident to be eligible for coverage
- Accident Medical Expense coverage applies to expenses incurred within 730 days after the date of the accident

### **ARE THERE ANY EXCLUSIONS UNDER USA WRESTLING'S SPORTS ACCIDENT POLICY?**

- Yes, the following activities, situations, and circumstances are excluded from coverage:
  - Owned Aircraft, Leased Aircraft, or Operated Aircraft
  - Aircraft Pilot or Crew
  - Disease or Illness
  - Incarceration
  - Intoxication Exclusion
  - Narcotic Exclusion
  - Service in the Armed Forces (while participating in military action)
  - Suicide or Intentional Injury
  - Trade Sanctions
  - War

### HOW DO YOU FILE A CLAIM?

- Obtain a Notice of Injury form at [www.USAWrestling.org/NOI.pdf](http://www.USAWrestling.org/NOI.pdf); or by calling (719) 598-8181
- Fill out the form completely and include membership number and mail or fax to:

USA Wrestling  
ATTN: State Services  
6155 Lehman Drive  
Colorado Springs, CO 80918  
Fax: (719) 598-9440

### USA WRESTLING GENERAL LIABILITY COVERAGE

#### WHAT DOES GENERAL LIABILITY PROVIDE COVERAGE FOR?

- Bodily and personal injury (3<sup>rd</sup> party)
- Property damage (3<sup>rd</sup> party)
- Participant legal liability

#### WHAT ARE THE COMMERCIAL GENERAL LIABILITY POLICY LIMITS?

- \$5,000,000 per occurrence
- \$100,000 limit on damage to premises rented to you

#### WHO IS COVERED?

- Wrestlers holding USA Wrestling Athlete Membership
- Coaches holding USA Wrestling Coaches Membership
- Officials holding USA Wrestling Officials Membership
- Additional Insured entities that are specifically named
- State Associations
- Directors of sanctioned events
- Volunteers at sanctioned events
- USA Wrestling Chartered Clubs

#### WHEN DOES GENERAL LIABILITY COVERAGE APPLY?

##### ***For individual members:***

- When membership information and payment are submitted to USA Wrestling or your state association

##### ***For clubs and club volunteers:***

- When the club submits application and payment to USA Wrestling or your state organization
- All members of the club must also be members of USA Wrestling for coverage to apply

##### ***For event directors and event volunteers:***

- When the event sanction application is submitted with payment and approved by the state association. Coverage applies for the duration of the event, including set-up and tear-down. USA Wrestling membership must be a requirement for event participation for coverage to apply.

#### PARTICIPANT LIABILITY

- Provides coverage for claims against participants for acts that the insured is found legally liable.
- This does not cover athletes for claims brought against them by another athlete.

### PROPERTY DAMAGE

- Provides liability coverage for loss or damage to the property of others.
- Coverage is subject to a \$500 deductible.
- Personal effects of individuals, including jewelry and cash are excluded.
- Policy does not include full replacement – depreciated value is the basis for claim payment.

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Auto liability and collision coverage are not included in USA Wrestling's general liability policy. Please make sure all drivers are licensed and appropriately insured. We encourage you to visit with a local insurance agent to discuss coverage options, including a non-owned and hired auto policy for your club.

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### CERTIFICATES OF INSURANCE

With an approved event sanction or club charter, you will receive a Certificate of Insurance. This proves that your club has liability coverage and states limits. Many facility owners/operators will ask for this proof as a condition of you using the facility. The owner/operator of a facility may also ask to be listed as a Certificate Holder on a Certificate of Insurance. This gives the owner/operator proof that you have insurance and states that they will be notified of any changes.

You can also submit application to name an Additional Insured. Additional Insured entities are extended the same coverage as the event host or chartered club. Schools, school districts, and facility owners/operators often ask to be an Additional Insured. You can request an Additional Insured during the sanctioning process.

The key difference between a Certificate Holder and an Additional Insured is that the Additional Insured is extended liability coverage. A Certificate Holder is only provided proof that the event host or chartered club has liability insurance and the Certificate Holder will be notified of any changes in coverage.

### CERTIFICATE OF INSURANCE & ADDITIONAL INSURED PROCESSING PROCEDURES

- Fill out an application for Sanction of Event or Club Charter, whichever is applicable. This is proof that the event host, the club, its directors, and volunteers are provided liability insurance coverage for covered claims and related litigation within the conditions and limits of the policy procured by USA Wrestling. As part of the event sanctioning/club chartering process, you will be asked to provide the name and address of the facility's owner/operator who should be listed as a Certificate Holder. The owner/operator of the facility in which the event is hosted will automatically be listed as a Certificate Holder as part of the sanctioning/chartering process – there is no additional fee.
- If the owner/operator of the facility requests that they, as a Certificate Holder, be added as an Additional Insured to the policy, the event director must make this request by submitting the appropriate form. This can be done at [www.usawmembership.com](http://www.usawmembership.com) or by contacting USA Wrestling State Services at (719) 598-8181.
- Applications for club charters, sanctioned events, and adding an Additional Insured should be forwarded to your state chairperson or membership director.
- Please note that all certificates will be e-mailed to the event director/club organizer. If you have questions, please contact USA Wrestling State Services at (719) 598-8181.

### GENERAL LIABILITY FREQUENTLY ASKED QUESTIONS

#### ***Does our general liability include coverage for abuse/molestation claims?***

- Yes, member clubs should be familiar with, and follow, USA Wrestling's Policy on Abuse and Harassment.

#### ***Are coaches and officials required to have background checks?***

- Yes, coaches and officials age 18 and older, must pass a background check before becoming a

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member, and before each membership renewal. See the USA Wrestling Background Screening Policy for details.

### ***Does our general liability policy include coverage for personal or club property?***

- No, our policy protects you and your club against claims arising from damage to others' property. If you need coverage for personal or club assets, we encourage you to contact a local insurance agent.

### ***Does our general liability policy cover claims against directors and officers of my club?***

- No, we recommend you contact your local insurance agent to secure directors and officers insurance for your club's board.

### ***If I think a liability claim might occur, what should I do?***

- Report facts and circumstances to USA Wrestling as soon as practical.
- Do not make any statements relative to fault.
- Collect all relevant information, including witness statements, and forward to USA Wrestling.
- If you have been served with a lawsuit, submit the suit with any supporting documentation to USA Wrestling immediately.

For questions concerning this insurance coverage, please contact USA Wrestling at (719) 598-8181.

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### IMPORTANT NOTICE TO ALL READERS

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This booklet has been prepared by USA Wrestling as a service to, and for use by, its members exclusively. Its purpose is to describe and explain, in a summary manner, certain insurance policies USA Wrestling maintains for its members. This booklet is intended for general informational purposes only, and is not a contract. Only the insurance policies referred to herein can state the actual terms, coverage, amounts, conditions, and exclusions. Should there be discrepancies between any statement(s) made in this summary and the provisions of the insurance policies, the provisions of the insurance policies will prevail.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT  
WITH PARENTAL CONSENT (“AGREEMENT”)**

IN CONSIDERATION of being permitted to participate in any way in any event (“Activity”) at any time during the current calendar year I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the sanctioning organization(s), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Activity is conducted, (each of the forgoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

PARTICIPANT’S SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

**MINOR RELEASE: (must be completed by Parent/Guardian for any participant under the age of 18)**

AND I, THE MINOR’S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITY AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR’S ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR’S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE ( if participant is under the age of 18): \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

