

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

TO: USA Swimming Local Swimming Committees USA Swimming Member Clubs

FROM: USA Swimming, Inc.

RE: 2024 LSC and ClubInsurance Packet

USA Swimming Insurance Information online here: https://www.usaswimming.org/about-usas/resources/insurance

Enclosed is the USA Swimming 2024 General Liability, Excess Liability, and Excess Accident Medical Proof of Insurance for USA Swimming member clubs and Local Swimming Committees (LSCs). See pages 2 & 3. The Certificate of Liability Insurance (e.g., an IOA Class-1 certificate) in this packet is proof of your General Liability insurance coverage. It describes both the types of insurance coverage provided by USA swimming as well as the limits of liability for covered activities. This year proof of your Excess Accident Medical Insurance is on the same Certificate of Insurance as the Liability Insurance. Note that for 2024 the Participant Accident Insurance – Excess Accident Medical limits have increased from \$25,000 to \$50,000 for members (except those covered by the Elite Athlete health plan – their limits continue at \$25,000).

Insurance Certificate Requests

Insurance certificates are requested through IOA Insurance Services (e.g., an IOA Class-2 certificate). IOA Insurance Services requires LSCs and member clubs to request Class-2 certificates from them directly. This can be accomplished by submitting a form either:

- Online at https://fs22.formsite.com/usaswimming/IOA/index.html
- By emailing the fully completed IOA-USA Swimming General Liability Certificate Request Form (see page 4 of this packet) to USASCOI@ioausa.com.

IOA will monitor and respond to requests between 6:00 am – 6:00 pm (Mountain) Monday - Friday. The completed certificate will be emailed to you and the facility (if you provide their contact information) by the IOA Service Team. This email will be sent from mail-server@csr24.email. If the facility requires special wording or endorsements, you will need to include that in your request. You may also need to submit a facility contract for this to be issued. Be sure to include the name of your club, the name and address of the facility/certificate holder, and the special wording or specific endorsement required. If you need to speak with someone immediately regarding certificates, contact James Gauss (407-998-4274) or Paige Montgomery (303-565-1126).

Insurance Contacts

Questions about USA Swimming's insurance program? Contact RiskManagement@usaswimming.org

<u>General Liability Excess Liability, Participant Accident – Excess Medical</u>. If you have an emergency, need after hours or weekend certificate service for the General Liability and Excess Liability Insurance Program, please contact John Burkart, Esq. (John.Burkart@joausa.com, 949-466-5407) or JD Wallum (JD.Wallum@joausa.com, 719-651-5582).

Report of Occurrence – A Report of Occurrence form must be submitted immediately following any accident or injury. All Report of Occurrence Forms are submitted directly to USA Swimming online at: www.usaswimming.org/roo. Please see page 14 for more information.

Other Insurance – Member clubs may require other insurance policies including but not limited to Directors & Officers, Crime, Workers Compensation, Automobile Liability, and Property insurance. USA Swimming purchases Directors & Officers and Crime insurance on behalf of LSCs, but LSCs may also require additional policies including but not limited to Workers' Compensation, Automobile Liability, and Property insurance. Those insurance programs can be purchased through a local agent or by contacting USASCOI@joausa.com.



CERTIFICATE OF LIABILITY INSURANCE

10/30/2023

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

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

		ertificate does not confer rights to							require an endorsemen	t. As	tatement on
PRODUCER			CONTACT NAME:								
Insurance Office of America			PHONE FAX (A/C, No, Ext): (A/C, No):								
1855 West State Road 434 Longwood, FL 32750			E-MAIL ADDRESS:								
2311911303,1232133									NAIC #		
					INSURER A : Accredited Surety & Cas Co Inc				26379		
INSUPED					INSURER B:				20073		
USA Swimming, Inc.; USA Swimming Foundation, Inc.; USA					INSURE						
		Swimming Local Swimming and Member Clubs	Con	imitte	es	INSURE					
		1 Olympic Plaza									
		Colorado Springs, CO 80909	-578	0		INSURER E: INSURER F:					
<u></u>	VER	AGES CER	TIEI	CATE	NUMBER:	INJUNE	.RT.		REVISION NUMBER:		
		IS TO CERTIFY THAT THE POLICIE				HAVE B	EEN ISSUED			HE PO	LICY PERIOD
11	IDICA	ATED. NOTWITHSTANDING ANY R	EQU	REM	ENT, TERM OR CONDITIO	N OF A	NY CONTRA	CT OR OTHER	R DOCUMENT WITH RESPE	CT TO	WHICH THIS
		FICATE MAY BE ISSUED OR MAY JSIONS AND CONDITIONS OF SUCH							ED HEREIN IS SUBJECT T	OALL	THE TERMS,
INSR				SUBR		DELIVE	POLICY FFF	POLICY EXP	LIMIT	c	
A	X	COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICT NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		3	2,000,000
· ·	^	CLAIMS-MADE X OCCUR			1-TRE-CO-17-01338546-0		4/4/2024	1/1/2025	DAMAGE TO RENTED	5	2,000,000
		SCAIMS-MADE A OCCOR			1-1KE-CO-17-01338046-0	,1	1/1/2024	1/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	5,000
	\vdash								MED EXP (Any one person)	\$	2,000,000
	\vdash								PERSONAL & ADV INJURY	\$	4,000,000
	GEN	VL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	-	POLICY PRO: LOC							ABUSE AND MOLES	\$	2,000,000
	AUT	OTHER: Per Event							COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
		ANY AUTO							BODILY INJURY (Per person)	s	
		OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
		HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	S	
		AUTOS GILE.								\$	
Α		UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	S	3,000,000
	X	EXCESS LIAB CLAIMS-MADE			1-TRE-CO-17-01338547-0	01	1/1/2024	1/1/2025	AGGREGATE	s	3,000,000
		DED RETENTION \$								\$	
	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY							PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
		CER/MEMBER EXCLUDED?	N/A	1					E.L. DISEASE - EA EMPLOYEE	\$	
	If yes	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
\$4,0 per Othe USA grou	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES: Abuse and Molestation Aggregate on the General Liability policy is \$4,000,000. Medical Expense Coverage applies to Office Premises and Event Spectators only. General Liability policy includes a 30 Day Notice of Cancellation per policy provisions. Other Insureds includes the following: Individual Members of USA Swimming, Inc., while acting in that capacity; Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity but solely as respects to "bodily injury" and "property damage" arising from "covered activities" for which a group member has received approval from USA Swimming, Inc. or its authorized representative. SEE ATTACHED ACORD 101										
CF	RTIE	ICATE HOLDER				CANO	CELLATION				
						SHO THE ACC	EXPIRATION CORDANCE WI	N DATE TH TH THE POLIC	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.		
				AUTHORIZED REPRESENTATIVE							

FOR INFORMATIONAL PURPOSES ONLY ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insurance Office of America POLICY NUMBER SEE PAGE 1		NAMED INSURED USA Swimming, Inc.; USA Swimming Foundation, Inc.; USA Swimming Local Swimming Committes and Member Clubs 1 Olympic Plaza Colorado Springs, CO 80909-5780
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMA	RKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACOR	P FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Covered Activities

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

- 1) Swimming meets that have been issued a written Sanction (pursuant to USA Swimming Rule 202.4 and Rule 202.5) or Approval (pursuant to USA Swimming Rule 202.6). Approved meets means a competition where an Approval is issued by USA Swimming, Inc., or one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete, including foreign meets under the USA Swimming, Inc. open border policy. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued a Sanction or Approval or participate in an open border competition will be considered an insured provided that all of its athletes competing and coaches on deck are members of USA Swimming, Inc. in good standing.
- 2) Swimming practices, dry land training activities, camps, and learn to swim programs where all swimmers are members of USA Swimming, Inc. or U.S. Masters Swimming, Inc. and are conducted under direct and active supervision of a USA Swimming, Inc. member coach in good standing. Dry land training activities mean weight training, running, calisthenics, and exercise machine training, and any other training activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 3) USA Swimming, Inc. Swim-A Thons sponsored by or registered with USA Swimming, Inc.
- 4) Social events and fund-raising activities that are events or activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5) Swimming tryouts. Swimming Tryouts mean swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates in swimming activities with a USA Swimming, Inc. member club for a period not to exceed thirty days from the first day of practice to determine the swimmer's interest in becoming a member of USA Swimming, Inc. Tryout swimmers may not participate in more than one tryout period within the same twelve month span.
- 6) Swim Training for Swim Coaches, CPR, and Lifeguard Certifications of USA Swimming, Inc. member coaches conducted by USA Swimming, Inc. member coaches that are member representatives of one of the approved agencies listed on the USA Swimming, Inc. Swim Training for Swim Coaches In-Water Skills Checklist.
- 7) USA Swimming official members in good standing attending an Observed Swim Meet (pursuant to USA Swimming Rule 202.8). An Observed Swim Meet is defined as a swim meet observed by an assigned USA Swimming, Inc. official(s) for conformance with USA Swimming, Inc. technical rules in a meet conducted under rules other than USA Swimming rules.
- 8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swimming member club with community teams that are not USA Swimming member teams.



General Liability Certificate of Insurance Request Form



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

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

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

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

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

USA Swimming 2024

General Liability, Excess Liability, and Excess Accident Medical Insurance Summary

Table of Contents	Page
Membership Protection	7
General Liability/Excess Liability Insurance Program Who is Insured Coverage & Limits of Liability Exclusions Insured Activities	8 8 8 9 10
Excess Accident Medical Insurance	11
Reporting Requirements/Online Report of Occurrence Form	13
Liability Provisions in Club Contracts	13
Facility Use Waiver	14
Optional Insurance	16

USA Swimming

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

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

MEMBERSHIP PROTECTION:

USA Swimming's policy for membership protection:

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

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

- Excess Accident Medical Protection
- General Liability & Excess Insurance

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

LIABILITY INSURANCE PROGRAM

A. General Liability

Insurance Company Accredited Surety and Casualty Company, Inc.

Policy Number 1-TPE-CO-17-01338546-01

Policy Term January 1, 2024, to January 1, 2025 (12:01 a.m. Mountain Standard Time)

Who is Insured:

Named Insureds

- USA Swimming, Inc.
- USA Swimming Local Swimming Committees
- USA Swimming Foundation, Inc.

Other Insureds solely as respects to "bodily injury" and "property damage" arising from "covered activities"

- Individual Members of USA Swimming, Inc., while acting in that capacity;
- Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity.

Coverage & Limits:

Coverages Limits of Liability

Bodily Injury and Property Damage Combined \$2,000,000 Each Occurrence Per

Event General Aggregate \$4,000,000 Per Event

Personal Injury and Advertising Injury \$2,000,000
Damage to Rented Premises \$2,000,000

Products-Completed Operations \$2,000,000 Annual Aggregate
Medical Payments (third party) \$5,000 Any One Person

Participant Legal Liability – Occurrence Included Participant Legal Liability – Aggregate Included

Sexual Abuse/Molestation \$2,000,000 Each Occurrence Sexual Abuse/Molestation \$4,000,000 Annual Aggregate

Employee Benefits Liability \$2,000,000 Each Claim (\$1,000 Deductible)

Employee Benefits \$2,000,000 Annual Aggregate

B.Excess Liability

Insurance Company Accredited Surety and Casualty Company, Inc.

Policy Number 1-TRE-CO-17-01338547-01

Policy Term January 1, 2024, to January 1, 2025 (12:01 a.m. Mountain Standard Time)

Coverage & Limits:

Coverages Limits of Liability

Each Occurrence \$3,000,000 General Aggregate \$3,000,000

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

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

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

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

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

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

- 1) Swimming meets that have been issued a written Sanction (pursuant to USA Swimming Rule 202.4 and Rule 202.5) or Approval (pursuant to USA Swimming Rule 202.6). Approved meets means a competition where an Approval is issued by USA Swimming, Inc., or one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete, including foreign meets under the USA Swimming, Inc. open border policy. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued a Sanction or Approval or participate in an open border competition will be considered an insured provided that all of its athletes competing and coaches on deck are members of USA Swimming, Inc. in good standing.
- 2) Swimming practices, dry land training activities, camps, and learn to swim programs where all swimmers are members of USA Swimming, Inc. or U.S. Masters Swimming, Inc. and are conducted under direct and active supervision of a USA Swimming, Inc. member coach in good standing. Dry land training activities mean weight training, running, calisthenics, and exercise machine training, and any other training activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 3) USA Swimming, Inc. Swim-A Thons sponsored by or registered with USA Swimming, Inc.
- 4) Social events and fund-raising activities that are events or activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5) Swimming tryouts. Swimming Tryouts mean swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates in swimming activities with a USA Swimming, Inc. member club for a period not to exceed thirty days from the first day of practice to determine the swimmer's interest in becoming a member of USA Swimming, Inc. Tryout swimmers may not participate in more than one tryout period within the same twelve month span.
- 6) Safety Training for Swim Coaches, CPR, and Lifeguard Certifications of USA Swimming, Inc. member coaches conducted by USA Swimming, Inc. member coaches that are member representatives of one of the approved agencies listed on the USA Swimming, Inc. Swim Training for Swim Coaches In-Water Skills Checklist.
- 7) USA Swimming official members in good standing attending an Observed Swim Meet (pursuant to USA Swimming Rule 202.8). An Observed Swim Meet is defined as a swim meet observed by an assigned USA Swimming, Inc. official(s) for conformance with USA Swimming, Inc. technical rules in a meet conducted under rules other than USA Swimming rules.
- 8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swimming member club with community teams that are not USA Swimming member teams.

Errors & Omissions Liability Coverage for Coaches and Officials which is defined as instruction, coaching, demonstration, direction, or advice related to the sport of the named insured.

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

EXCESS ACCIDENT MEDICAL INSURANCE DESCRIPTION OF COVERAGE

Carrier National Union Fire Insurance Company of Pittsburgh

Policy Number US1929880

Policy Term of Coverage January 1, 2024 to January 1, 2025

Insureds Members and volunteers of USA Swimming

When Coverage Starts: Coverage is a benefit of membership in USA Swimming and begins upon

successful completion of the membership registration and registration

payment process.

Volunteers are provided coverage when they are working on behalf of

and with the approval of USA Swimming or its representatives.

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

Competitions and meets;

- · Organized practice sessions;
- Approved social and fundraising activities;
- Swim-a-thons
- Travel that is authorized or arranged by USA Swimming, LSC, or club to and from competitions, events, organized practice sessions, approved social and fundraising activities;
- Observed Swim Meet events for USA Swimming Officials only

Coverage Outline

When covered Injuries result in treatment by a Legally Qualified Physician beginning within 90 days of the accident, the Medical Expense incurred in excess of the Medical Deductible, if any, will be paid. Benefits will not exceed a maximum of \$50,000.00. Benefits must be Medically Necessary and shall not exceed the Usual and Customary charges in the geographic area where treatment is performed. Only covered Medical Expenses incurred by the Insured within 52 weeks from the date of the accident are covered.

Benefits

• \$50,000.00 maximum per occurrence for Accident Medical Expenses. Eligible Medical Expenses are: (a) Treatment by a Legally Qualified Physician; (b) Care or services from a Hospital or Ambulatory Surgical Center; (c) Services from a registered graduate nurse (RN or LPN) not related to the Insured by blood or marriage; (d) Professional ambulance service; (e) Orthopedic appliances; (f) Injuries to sound and natural teeth (g)Non pre-existing heart or circulatory malfunction.

Deductible/Excess

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

Exclusions and Limitations

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

How to File a Claim

Upon USA Swimming National Headquarters receipt of a completed Report of Occurrence form and verification of the injured party's USA Swimming membership, the injured party (or their parent/guardian if a minor) will receive a secure URL link to the claim administrator ACI's website to complete a claim form. Once the claim is submitted to the ACI for processing, they will send an acknowledgement with the claim number and contact person. All bills must first be submitted to any group hospital/medical and/or HMO coverage for which the member is eligible. Copies of any Explanation of Benefits (paid or denied) documents from an individual or group hospital/medical and/or HMO coverage must accompany all itemized bills. If a member does not have computer access, then a completed claim form should be mailed to ACI, the claims administrator. For questions, please reach out to the ACI contact person listed on the initial email.

Excess Accident Medical Helpful Information

Inform all medical providers treating you for this injury that you are using ACI/USA Swimming members excess participant accident insurance plan in addition to your primary insurance coverage.

- File your claim within 90 days of the injury
- For coverage to apply, treatment must start within 90 days of the date of injury
- The policy benefit period is 52 weeks from the date of injury
- Upload the Explanation of Benefits, HFCA-1500 and/or UB04 forms through the ACI portal
- If you had personal health insurance at the time of your injury, upload your explanation of benefits when you receive it to the ACI portal
- Inform AIC if you did not have personal health insurance at the time of injury

This description of coverage summarizes the provisions of the National Union and Fire Insurance Company of Pittsburg policy issued to USA Swimming. Should there be any discrepancy between the policy and this description, policy provisions will prevail. Coverage terms, conditions, and exclusions subject to change.

Report of Occurrence Injury Reporting Requirements

When there is an injury or medical incident at a USA Swimming activity, a **Report of Occurrence (ROO)** must be completed. This applies to incidents involving USA Swimming members and non-members. <u>The report should be completed as soon as possible</u>, at least within 24 hours after the occurrence.

At a USA Swimming activity, there needs to be a designated individual who is assigned the responsibility of completing a Report of Occurrence.

TYPE OF ACTIVITY	WHO SHOULD COMPLETE
Swim Meets	Designated reporter examples: meet referee, meet director, meet operational risk director
Team Events	Designated reporter examples: coaches, team administrators

If the occurrence involves serious injury (example: fatality, multiple individuals, life-threatening event), please notify your <u>Team Services member</u> or USA Swimming at 719-217-4796.

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

Guidelines for Liability Provisions in Club Contracts:

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

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

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

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

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

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

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

Housing Rules and Regulations

The following Rules and Regulations have been established to provide guidelines for individuals (hereinafter referred to as "Guest(s)") whom have been provided with housing. These Rules and Regulations may be revised at any time by USA Swimming, Inc. ("USA Swimming"). By their signature below, the Guest acknowledges that they have read and understood these Rules and Regulations. If the Guest is a minor, the parent or legal guardian of the Guest must sign these guidelines on behalf of the minor Guest.

Accessibility

It is the intent of USA Swimming to assist all Guests within the requirements of all federal, state, and Fair Housing laws, rules, and guidelines. It is further the intent of USA Swimming to assist with requests for reasonable accommodations pursuant to federal and state laws regarding accessibility for the disabled.

Balconies/Decks, if any

- Guest shall not store or hang clothing, signs, banners, or other household items on the railings of any room balcony, if any.
- Candles, open flames, fire pits, and charcoal/propane grills of any kind are not allowed on the balcony, if any.

Noise

- Noise levels should be monitored to ensure that all Guests are able to experience quiet enjoyment in their Guest Room and the surrounding common areas.
- Guest must not allow gatherings or parties to affect the quiet enjoyment of other Guests.

Non-Smoking

Smoking is allowed only in any designated areas of the facility. This prohibition includes Guest, their guests, occupants, and invitees. USA Swimming will seek reimbursement from Guest for any fines imposed by the facility for violating its smoking policies.

Pet Policy

No animals or pets are permitted in any Guest Room or in any other part of the community without written permission from USA Swimming with the exception of service animals.

Service and Support Animal Guidelines

- Service and Support Animals, as defined by the Americans with Disabilities Act, are allowed in the Guest Rooms
 when they are serving an individual with a disability.
- Service and Support Animals in transit and/or in interior common spaces are to be carried, restrained by a leash, or placed in an animal carrier.
- Persons who walk service and support animals are responsible for immediately cleaning up and appropriately
 disposing of any pet waste deposited by the Guest's pet on the common grounds, shrubs, flower beds, sidewalks,
 accessways, parking lots, and streets of the property.

Prohibited Activities

- No disruptive, offensive, or illegal activity shall be conducted on or about any part of the facility premises.
- No activities shall be conducted on or about any part of the facility premises which are unsafe or may become
 unsafe or hazardous to any person or part of the property.
- No fireworks of any kind are permitted on or around the facility premises.
- No fires, open flame candles, hookah, or incense is allowed at any time.
- Do not prop any doors or ingress/egress areas open or leave them unattended at any time.
- No consumption of alcoholic beverages by Guests who are under the age of 21.
- No hanging anything from or above the sprinkler heads or obstructing or interfering with fire safety equipment in any way.

Quiet Hours

Quiet hours are from 10:00 pm to 6:00 am. Noise levels are to be kept at a minimum during this time.

Guest Rooms

- USA Swimming is not responsible for loss or damage to the personal property of Guests.
- No combustible materials shall be stored on or about the facility premises.
- Guest shall be liable to facility for damage caused by Guest, their guests, or other occupants.
- Sidewalk, steps, entryways, hallways, and stairs shall not be obstructed or used for any purpose other than ingress/egress.
- All facility premises and other areas which are reserved for Guest's private use shall be kept clean and in sanitary condition by Guest.

U.S. Center for SafeSport Requirements and Policy

- USA Swimming is committed to the safety of athletes as well as their physical, emotional, and social development
 and to ensure that athletes can participate in sport in an environment free from misconduct.
- All Guests that are non-athlete members of USA Swimming or athletes that are 18-years-old or older must be current in their Athlete Protection Training requirements.
- Guests who are subject to the jurisdiction of the U.S. Center for SafeSport are required to report violations of the SafeSport Code for the U.S. Olympic and Paralympic Movement; all such reports must be made to the U.S. Center for SafeSport.
- * For additional information concerning Safe Sport, please visit https://safesport.org/training.

Facility Requirements and Policies

Guests must abide by all rules, regulations, and policies of the facility and/or housing premises.

Safety/Security and Locks

- Guest should keep their entry doors and balcony doors, if any, locked whenever possible.
- Guest should keep all entry and exit doors closed and not to be propped open.
- If a Guest observes suspicious or illegal activity or feels threatened, they should call the police by dialing 911.

So			

Soliciting within the Guest Rooms is strictly prohibited. Guest should notify USA Swimming of any solicitors on premises.

Printed name of Guest	Date
Printed name of Parent or Guardian (if Guest is a minor)	Relationship to Guest
Signature of Guest (or Parent or Gua	ordian)

Optional Insurance

USA Swimming member clubs may require additional insurance policies. Some examples include:

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

For further information, you can contact your local broker for advice or contact one of the two following insurance agents:

1)

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

or online https://www.ioasports.com/

Click here for our new IOA-American Specialty Express co-branded site that offers non-sports events as well as sports

camps/clinics: https://appsrv4.amerspec.com/dbweb/f?p=198:1::::APP:F198 SRC:IOA

Phone: (800) 777-4930 toll-free

(602) 840-3234

2)

Risk Management Services, Inc. P.O. Box 32712 Phoenix, AZ 85064-2712

Website: www.rmsswimminginsurance.com