

Philadelphia Insurance Companies

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AMATEUR SPORTS SPECIAL EVENT SUPPLEMENTAL APPLICATION

PIIC Producer: _____
Broker: _____

Submission Requirements:

1. Copy of waiver of liability used
2. Currently valued, carrier-generated Loss Runs for the current year and the last three years (for accounts where premium exceeds \$5,000).
3. Copy of rental agreement or contract to rent or use venue.

Account Information

Applicant Name: _____
 Address: _____
 Web Site: www. _____ E-Mail Address: _____
 Contact Person (Billing): _____ Phone: _____
 Contact Person (Loss Control): _____ Phone: _____
 Effective Dates Requested: _____
 Annual Gross Revenues: \$ _____
 Months of Operation: _____

For Profit: Individual Partnership Corporation Association Other: _____
 Non-Profit:
 Years this entity in business: _____ Years experience of this owner: _____
 Has the applicant had any claims filed against it in the last four years? Yes No

1. Description of Event/Sport _____

2. Dates: _____
 Times: _____
 (Attach brochure and course map if applicable.)

Number of Athletic Participants _____ Number of Athletic Participants per day: _____
 Number of Volunteers _____ Number of Volunteers per day: _____
 Participant Age Range: _____

Will invited/professional Athletes be participating? Yes No

Revenue Generated: Entry Fees \$ _____
 Admission Fees \$ _____
 Food Sales \$ _____
 Merchandise \$ _____

3. Is alcohol being served? Yes No
 By whom? _____
 What controls are in place to prevent underage drinking or over-consumption?


4. Seating Capacity _____
 Estimated Total Attendance _____
 Seating Type (Permanent Grandstands, Temporary Bleachers) _____
 Number of Exhibitors _____
 Who is supplying security at venue? _____
 (If private firm, they must have insurance and name you as an additional insured.)
 Describe the safeguards in place to prevent injury to spectators: _____

5. Is the event limited to venue grounds? Yes No
 If no, who provides traffic control on the course? _____
 Describe first aid/medical arrangements _____

Swimming:
 Are certified lifeguards on duty? Yes No
 Are they CPR trained? Yes No
 Are certificates received by Insured? Yes No

Applicant's Statement and Declarations

The applicant declares to the best of his / her knowledge the information contained in this application and all supplements attached to be true and that no material facts have been suppressed or misstated. The applicant further understands that any false or fraudulent statements or misrepresentations could result in termination or voidance of any insurance contract issued from the information stated herein.

 Applicant's Signature Date _____


 Broker's / Agent's Signature Date _____

HOW DID YOU HEAR ABOUT SADLER & COMPANY:?

____ Already doing business with Sadler
 ____ Catalogue/Magazine Advertisement
 ____ Yahoo Search Engine
 ____ Postcard or Flyer from Sadler & Company
 ____ Other: _____
 ____ Referral From A Friend
 ____ Google Search Engine
 ____ Other Search Engine: _____
 ____ National Field Archery Association



PO Drawer 5866
 Columbia, SC 29250
 800-622-7370 Phone 803-254-6311
 803-256-4017 Fax

Waiver/Release
ARCHERY CLUB WAIVER AND RELEASE OF LIABILITY
READ BEFORE SIGNING

In consideration of being allowed to participate in any way in _____
Legal Name of Your Archery Club
events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from archery and other known and unknown events and activities and/or the use of the related buildings, structures, equipment, automobiles, firearms, weapons, ATV's, boats, tree stands, roads, bodies of water, land and all other real and personal property whether owned by archery club or others is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I acknowledge and agree that the use of archery equipment, firearms and other weapons by myself or others on club premises or otherwise are inherently dangerous and high risk activities whether such archery equipment, firearms or weapons are discharged by myself or others; and
- 3) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 4) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 5) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS _____ (Legal Name of your archery club) its officers, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of real property and personal property used to conduct the events and activities ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Name

Date Signed:

Participant Signature

FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF PARTICIPATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these events and activities and/or the use of related real and personal property as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Name of Parent/Guardian

Date Signed:

Parent/Guardian Signature

Emergency Phone Number: (_____) _____

Completed Waiver/Release forms should be kept on file by the club for at least 7 years and indefinitely in the event of a significant injury to a particular participant.

Are Participants Required to Sign a Waiver/Release Form?

Yes it is a mandatory requirement under the NFAA endorsed insurance program.

The signing of waiver/release agreements is quickly becoming a universal requirement for organized sports and recreation participation. Waiver/release forms are now required by virtually all of the following organizations: municipal recreation departments, YMCA's, health clubs, private sports organizations, etc.

Waiver/release agreements give protection to the insured archery club and its covered persons against a litigation system that is out of control as evidenced by numerous frivolous lawsuits being filed. A well-written waiver/release (such as the one that has been provided as a sample) can often result in the summary judgment dismissal of a lawsuit filed by an adult if the injury is not characterized by gross negligence. However, even if the lawsuit is dismissed on summary judgment, the legal defense costs can still be in the \$10,000 to \$20,000 range.

In the case of a lawsuit filed by a minor participant (under age 18), waiver/release agreements will not usually result in a quick win on summary judgment, but will ultimately result in an up to 35% reduction in the settlement or adverse jury verdict costs.

What if a Participant Balks at Signing a Waiver/Release Form?

You should hold firm on your requirement and not make exceptions for a complaining participant. Typically, very few participants complain and a waiver/release requirement will not drive them away.

Should a participant complain or ask questions, you should cover the following "talking points":

- 1) Why do you object?
- 2) The archery club is merely following the lead of municipal recreation departments, YMCA's, health clubs and private sports organizations in making this a mandatory requirement.
- 3) The litigation system in the US is out of control and the scales are tilted in favor of those filing lawsuits—many of which are totally frivolous and without merit. However, even these groundless lawsuits can easily result in legal defense costs of \$50,000.
- 4) The cost of legal defense and run away settlements and jury verdicts drives up the cost of insurance and threatens the future survival of archery clubs and the availability of volunteers upon which they depend.
- 5) Requiring participants to sign waiver/release forms helps to equalize the fairness in the legal system since participants must acknowledge that participation in archery does have some element of risk that can't be totally controlled and that they assume this risk. In other words, the archery club will do its best to provide a safe environment, but freak accidents do happen where no one is really to blame.
- 6) If you are worried about your medical bills being paid, a \$25,000 Excess Accident policy is provided for your protection.