

# **SADLER**

## **SPORTS & RECREATION INSURANCE**

P O Box 5866, Columbia, SC 29250-5866 Phone: 1-800-622-7370 Fax: 803-256-4017

December 1, 2009

### **RE: NATIONAL FIELD ARCHERY ASSOCIATION 2010 MEDICAL EXPENSE & GENERAL LIABILITY FOR MEMBER CLUBS**

## **It's That Time Again!**

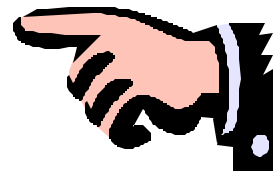
**Enclosed is your renewal application for the above referenced coverages, which will expire on 12-31-09. In order to renew your coverage for 2010, you must immediately complete the enclosed application and forward with a check for the correct premium amount. In order to continue your coverage without a lapse, the application and check must be received at Sadler & Company prior to January 1, 2010.**

### **How To Apply For Coverage**

- ➔ Complete this paper application. Coverage can be effective once Sadler & Company receives your fully completed application and correct check amount (subject to underwriting approval) via US Mail, overnight delivery, or fax.
- ➔ If you fax your application, be sure to follow the special instructions that included in this brochure.
- ➔ You should receive your proof of coverage documents either by email, fax or US Mail 6 business days.

*NOTE: There is a 6 business day processing to receive your Certificate of Insurance.*

**If you are no longer the correct club contact for handling the insurance matters it is imperative that you immediately forward this information to the new contact that will be taking your place. Failure to do so could possibly result in a claim not being covered.**



## **NEW FOR 2010:**

**Coverage is now available for the shoots that are HOSTED by the state association in order to provide general liability, as well as, accident coverage.**

Please review the Optional Coverages on the next page. As the economy dwindles, it is vital that each club evaluate the need for these coverages and the type of claims that they will cover in order to protect the club, the board members, the members and the valuable equipment that the club worked so hard to obtain.

We now have a blog to provide you with even more Risk Management information. Please visit us at <http://www.sadlersports.com/blog>. Sign up for the RSS feeds or link to us on your clubs webpage to get updates on various topics that may be of interest not just for archery but sports liability across the board.

Chat Live:

If you have questions, we now have the option for you to chat live with our staff, just visit [www.sadlersports.com/nfaa](http://www.sadlersports.com/nfaa)

We continue to offer the following

Optional Coverages:

(These coverages are only available if you purchase your Accident and General Liability through the National Field Archery Association plan.)

**DIRECTORS & OFFICERS LIABILITY (D&O)** – The D&O policy protects your organization and its directors, officers, employees and volunteers against certain lawsuits alleging discrimination; wrongful suspension, termination or discipline of league personnel or participants; or failure to follow your own rules or bylaws when making a decision. **Please note that these important coverages are not provided under your General Liability policy since it primarily covers lawsuits resulting from bodily injury to spectators and participants.**

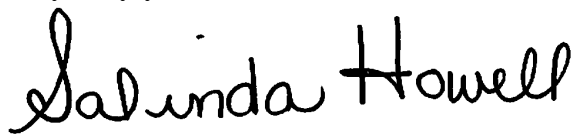
According to the 1993 Wyatt Survey for non-profit organizations, the average legal defense cost for these types of lawsuits is \$83,000 per case. Even worse, individual board members and coaches may be personally responsible for these expenses. You can inexpensively protect your organization and its volunteers against this risk by purchasing our D&O policy at a cost of \$400 per year (per governing board). (Note: Taxes will apply in FL, KY, LA, NJ, and WV)

**CRIME INSURANCE** – This policy protects your organization against a monetary loss caused by volunteer theft or embezzlement from your checking account, cash, or other equipment. It is hard to believe but this happens quite frequently within sports and recreation organizations because of lack of formal controls and precautions. These losses can be quite large and are often financially devastating. Doesn't it make sense to purchase this important coverage for a mere \$175 per year (per governing board)? (Note: Taxes will apply in FL, KY, LA, NJ, and WV)

**EQUIPMENT COVERAGE** – This policy covers your sports equipment, field maintenance equipment, concession stand equipment and stock, and small storage sheds against loss due to fire, theft, vandalism and other specified causes of loss. Such losses, if not covered by insurance, can cause financial hardship for a sports and recreation organization. The cost of Equipment policy is very affordable at a rate of \$2.75 per \$100 of covered property (with a minimum premium of \$250). (Note: Taxes will apply in FL, KY, LA, NJ, and WV)

We look forward to serving your insurance needs again in 2010. Please contact us if you should have any questions about renewing your Accident & General Liability coverage, or about the Optional Coverages.

Very truly yours,



Salinda A. Howell

**Sports Insurance Division**

Email: [nfaa@sadlersports.com](mailto:nfaa@sadlersports.com)



**2010 NFAA Endorsed  
State Association Insurance Plan  
(Not For Pro Shops)**

**INSURANCE APPLICATION**

Please send proof of coverage to: (Please check one. If none chosen information will be sent to Person Completing Application)

**ORGANIZATION LISTED BELOW**

**PERSON COMPLETING APPLICATION**

*Please make sure that all email addresses are up to date as this is how we prefer to send your proof of coverage and information.*

**ORGANIZATION INFORMATION:**

**Full Legal Name of Organization:** \_\_\_\_\_

**Primary Location:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Organization situated in \_\_\_\_\_ County

**Organization Mailing Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Organization Website Address:** \_\_\_\_\_

**PERSON COMPLETING APPLICATION:**

Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_ Position: \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

**ADDITIONAL CONTACT PERSON:**

Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_ Position: \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

**Landowners and Sponsors to be listed as Additional Named Insureds:**

**All Information must be filled out below in order to list Additional Named Insureds – Otherwise they will not be added.**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
# of acres \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_  
Is Additional Insured required by written contract?  Yes  No

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
# of acres \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_  
Is Additional Insured required by written contract?  Yes  No

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
# of acres \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_  
Is Additional Insured required by written contract?  Yes  No

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
# of acres \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_  
Is Additional Insured required by written contract?  Yes  No

**Page 1 of 3 – All 3 Pages Must Be Sent In With Your Check**

# UNDERWRITING QUESTIONS

**Full Name of Organization:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Current NFAA Membership

(Coverage CANNOT be effective until a current charter is verified through the NFAA.)

**Does the organization have a current NFAA Charter?** (If no, please contact NFAA at 800-811-2331)  **Yes**  **No**

2. Has your organization had any claims in the last 5 years?*	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(If yes, please describe and include payment amounts. (Attach separate sheet if necessary.) _____		
3. Are there any pending claims or knowledge of any pending claims?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe. (Attach separate sheet if necessary.) _____		
4. Are there any firearm ranges?*	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Are horses used or allowed on organization property?*	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Is any hunting allowed on the premises?	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Does the club use tree stands in any activities?	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Does the club have a swimming pool on your premises?	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Does the club have lakes or ponds?	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", is swimming allowed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are no swimming signs posted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10. Is anyone allowed to participate in any shooting activities while under the influence of drugs or alcohol?*	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11. Does the club agree to abide by NFAA range inspections and safety regulations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12. Does the club conduct any for profit business?*(An association is not considered for profit if the funds are used to sustain the association.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13. Does the club agree to require all participants (and their parent/guardian for minors) to sign an approved waiver/release agreement (see attached) prior to participation in any event? (This requirement applies to both members and guests.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

A "Yes" answer to **any** of the above questions marked with "\*" requires you to contact Salinda at 1-800-622-7370 or [nfaa@sadlersports.com](mailto:nfaa@sadlersports.com) before submitting this application as additional information will be required.

### How Did You Hear About Sadler Sports & Recreation?

Current Customer       Referral From a Friend       Catalogue/Magazine Ad  
 Google Search       Yahoo Search       Other Search: \_\_\_\_\_  
 Postcard of Flyer from Sadler       Postcard of Flyer from National Field Archery Assoc  
 National Field Archery Association Website       Other: \_\_\_\_\_

**Page 2 of 3 – All 3 Pages Must Be Sent In With Your Check**



# How To Fax A Check

## In Order To Send A Check By Fax, Please Follow These Simple Steps:

- 1) Complete the Enrollment Form/Application for insurance coverage.
- 2) Make check payable to: Sadler & Company, Inc. Fill check out for the correct amount and make sure that it is dated and signed. Do not “void” the check & please keep the original in case we need to have you forward it to us at a later date. *(This check may be processed as an EFT / ACH {electronic funds transfer} which may cause your check to clear immediately.)*
- 3) Photocopy your check so that the page can be faxed.
- 4) Sometimes, we can't read all of the numbers and words on the faxed check because they are too small or the fax is not clear. As a result, you are required to hand write the following on the photocopied page of the check:



**A) Transit Number** – (The Transit Number(s) are the small #'s with the “-“ and/or “/” in it. The Transit Number is found somewhere near the check number and date). The transit number **IS NOT** the number(s) at the bottom of the check.



**B) Name and address of your bank exactly like it appears on your check** do not look up the address in the phone book – we must duplicate your check exactly as it is printed.



**NOTE: DO NOT FAX CASH, MONEY ORDERS, STARTER CHECKS, CASHIER CHECKS, COUNTER CHECKS, PURCHASE ORDERS, WARRANTS OR CHECKS THAT REQUIRE 2 SIGNATURES!!**

- 5) Fax your Enrollment/Application and your check to us at: 1-803-256-4017.
- 6) Keep your original check for your records. **Do NOT mail it to Sadler & Company** as this could cause us to double issue your coverage and **DOUBLE DEPOSIT YOUR CHECK**. *(If there is a problem with processing your check, we will let you know and will then let you know what we need to do to process your application.)*

**WE WILL EMAIL OR CALL YOU IF THERE IS A PROBLEM WITH YOUR CHECK OR APPLICATION.**

**DUE TO THE VOLUME OF APPLICATIONS THAT WE RECEIVE ON A DAILY BASIS, YOU WILL NOT RECEIVE CONFIRMATION BACK BY TELEPHONE, EMAIL OR FAX.**

**NOTE: We will not be able to rush fax your proof of coverage documents. Please allow 6 business days for processing and issuing of coverage.**

# NATIONAL FIELD ARCHERY ASSOCIATION GENERAL LIABILITY INSURANCE PLAN SUMMARY

**CARRIER:** Mt. Hawley Insurance Company

## **EXAMPLE OF LIABILITY COVERAGE:**

The policy will pay those covered sums that the insured club/ organization becomes legally obligated to pay as damages because of: *Bodily Injury or Property Damage to a participant, spectator, or third party, per the terms and conditions of the policy. The policy will provide an attorney for your legal defense and will pay up to the policy limits in the event of settlement or adverse jury verdict.*

## **COVERED PERSONS:**

The insured club and its officers, directors, employees, volunteers and members.

## **EXAMPLE OF LIABILITY COVERAGE LIMITS:**

\$3,000,000 General Aggregate (per club)(Other than Products –Completed Operations Aggregate)

\$1,000,000 General Liability coverage per occurrence.

“Occurrence” means any accident, including continuous or repeated exposure to the same general harmful conditions.

\$2,000,000 Products-Completed Operations Aggregate

\$1,000,000 Personal And Advertising Injury per occurrence

\$ 300,000 Damage to Premises Rented to the Policyholder

\$1,000,000 Legal Liability to Participants

## **INELGIBLE RISKS:**

Any account with firearm ranges.

Any account that allows bowhunting on the property and does not pay the required additional premium.

Any account that allows hunting with firearms on the property or as a club activity.

Any account with horse activity.

Any account that has a swimming pool on the property.

Any account that allows swimming in any of their lakes or ponds.

Any account that allows shooting activities while the members are under the influence of alcohol or drugs.

Any account that does not agree to have in place as well as enforce safety regulations.

Any account that conducts “for profit” business.

## **WAIVER / RELEASE REQUIREMENT:**

It is mandatory that you implement a procedure to collect a signed waiver/release agreement, using the attached form, on behalf of each athletic participant prior to participation. If you have made no effort to implement the waiver/release procedure and you have a claim against you by an injured athletic participant, your coverage will be voided. If you have implemented the waiver/release procedure, but you are unable to produce the signed waiver/release on behalf of the injured athletic participant, despite your best efforts, you are required to pay a \$2,500 deductible; however, your insurance will not be voided.

## **CERTAIN NOTABLE EXCLUSIONS:**

All General Liability policies contain standard exclusions that are incorporated in the policy. The General Liability policy we provide contains, in addition to the standard exclusions, some of the following notable exclusions: sexual abuse/molestation, boating, firearms, swimming, operations of an automobile, claims from employees of the insured, pro-shops, fireworks, paintball, overnight camping, waiver and release requirement, and punitive damages. The transport of any passenger on an ATV except in the case of a medical emergency. The transport at any time of a loaded weapon on an ATV.

Refer to the policy for a more complete listing of exclusions and conditions.

***THIS BROCHURE IS FOR INFORMATIONAL AND ILLUSTRATIVE PURPOSES ONLY AND IS NOT A CONTRACT OF INSURANCE NOR DOES IT PROVIDE A COMPLETE DESCRIPTION OF COVERAGE TERMS, CONDITIONS, EXCLUSIONS AND LIMITS.***

YOU MUST REFER TO THE POLICY FOR COMPLETE INFORMATION ON POLICY COVERAGES, LIMITS AND EXCLUSIONS. U.S. RISKS PLACED WITH A SURPLUS LINES INSURER MUST BE PLACED IN ACCORDANCE WITH STATE AND FEDERAL LAW, INCLUDING APPLICABLE SURPLUS LINES LAWS. SURPLUS LINES INSURERS DO NOT GENERALLY PARTICIPATE IN STATE GUARANTY FUNDS AND THUS INSURED ARE NOT PROTECTED BY SUCH FUNDS. THE SURPLUS LINES MARKET IS A BROKERED MARKET PROVIDING FLEXIBILITY IN RATE AND FORM TO MEET CUSTOMER NEEDS FOR HIGH RISK AND SPECIALIZED INSURANCE PRODUCTS

# NATIONAL FIELD ARCHERY ASSOCIATION

## Excess Accident Medical Expense Insurance – For State Hosted Events

(Underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., with its principal place of business in New York, NY.)

**PURPOSE OF COVERAGE:** This insurance will pay Usual and Customary charges incurred for Medically Necessary doctor, hospital and other covered medical expenses associated with injuries to insured active members of the archery club/organization only after their primary medical insurance benefits have been exhausted. This benefit applies to each injury, per insured person, for up to two years following the date of injury. No roster of names is required since 100% participation in the program is required.

### FEATURES

- \$50,000 Maximum Accident Medical Benefit, which applies to each injury, for each insured person.
- \$250 Dental Maximum – per tooth / per accident
- Covers all active members of the archery club/organization while participating in scheduled, supervised and sponsored archery competition or an official tournament, or in a practice session of the insured club/organization.
- All firearms and hunting activities are excluded.

### EXCESS PROVISION AND DEDUCTIBLE

- A. EXCESS PROVISIONS:** This insurance provides accident medical expense benefits on an excess basis. This means that other medical insurance, which covers the injured insured person, must be used first and this insurance does not reimburse for any expenses covered under any other medical insurance plan the injured insured person may have. Eligible medical expenses payable under any other insurance contract will be used to satisfy or reduce the accident medical expense benefit deductible of this plan. If the insured is not covered by other medical insurance, the Excess Provision does not apply. Benefits are then payable, minus the accident medical expense benefit deductible of \$250 per accident.
- B. DEDUCTIBLE:** The Accident Medical Expense Benefit has a \$250 deductible. This deductible must be satisfied before any benefits are payable under this plan. Eligible medical expenses payable under any other insurance contract will be used to satisfy or reduce this deductible.
- C. BENEFIT PERIOD:** Only covered Accident Medical Expenses incurred within 104 weeks from the date of the accident are covered. Benefits for any one accident shall not exceed the \$25,000 Maximum Amount, Benefits for injury to sound, natural teeth are limited to \$250 per tooth/per accident.

### ADDITIONAL BENEFITS

In addition to any other benefits payable under the Excess Accident Medical Insurance Plan, the following benefits apply if the loss occurs within 1 year of the accidental injury:

**ACCIDENTAL DEATH & DISMEMBERMENT:** The sum of \$10,000 will be paid for a covered loss of life; \$10,000 will be paid for a covered Loss of Both Hands, Loss of the Entire Sight of Both Eyes, Loss of One Hand and One Foot, Loss of One Hand and the Sight of One Eye, Loss of One Foot and the Sight of One Eye, Loss of Speech and Hearing in both ears; \$5,000 will be paid for a covered Loss of One Hand or One Foot, Speech or Hearing in both ears, and Loss of the Entire Sight of One Eye; and \$2,500 will be paid for a covered Loss of thumb and index finger of the same hand. If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

Aggregate Limit: \$100,000 - The maximum amount payable under the Policy for Accidental Death or Dismemberment may be reduced if more than one Insured suffers a loss as a result of the same accident. If the combined maximum amount otherwise payable for all Insureds due to the same accident would exceed \$100,000, all benefits payable will be reduced by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured for such losses under those benefits combined.

### EXCLUSIONS AND LIMITATIONS

No coverage shall be provided under this Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily injury: (1) suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or auto-eroticism; (2) sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these; (3) the Insured Person's commission of or attempt to commit a felony; (4) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes; (5) declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by this Policy; (6) full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.); (7) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is: (a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or (b) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or (c) riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured Person's employer; (8) the Insured being under the influence of intoxicants; (9) the Insured Person being under the influence of drugs unless taken under the advice of and as specified by a Physician; (10) the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment; (11) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm; (12) any condition for which the Insured is entitled to benefits under any Workers' compensation Act or similar law; (13) the Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.

In addition to the Exclusions, Accident Medical Expense benefits for Usual and Customary charges for Accident Medical Expense Benefits do not include, any expense for or resulting from any of the following: 1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition; 2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury up to the dental maximum shown in the benefit schedule, 3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight; 4. new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing; 5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense); or 6. personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.

#### **DEFINITIONS**

**Durable Medical Equipment** - refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

**Injury** - means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force; (2) which occurs while such person is participating an activity as described above; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss.

**Medically Necessary** - means that a Covered Accident Medical Service is: (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

**Physician** - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

**Usual and Customary Charge(s)** - means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit, does not exceed the Hospital's most common charge for semi-private room and board); and (3) does not include charges that would not have been made if no insurance existed.

#### **Claims Provisions**

Written notice of claim must be given within 20 days after an insured person's loss, or as soon thereafter as is reasonably possible. Information given by or on behalf of the claimant must include information sufficient to identify the insured person, is deemed notice, and must be sent to the following address:

American International Companies®  
Accident & Health Claims Division  
P.O. Box 15701  
Wilmington, DE 19850-5701

Claim forms will be sent to the claimant within 15 days of receipt of a written notice of claim.

The claimant must furnish written proof of loss with 90 days after the date of the loss.

Benefits payable under the policy for any loss will be paid immediately upon receipt of due written proof of the loss.

**This document summarizes the provisions of the policy issued to National Field Archery Association by National Union Fire Insurance Company of Pittsburgh, Pa. This is a brief description of the coverage available under policy SRG0009104582. The policy contains limitations, exclusions, and termination provisions. In the event of a conflict between this document and the policy, the policy will govern.**

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**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's 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.