

2008 NYSCA Endorsed Insurance Plan



GENERAL LIABILITY
ACCIDENT
DIRECTORS & OFFICERS LIABILITY
CRIME
EQUIPMENT

National
ALLIANCE
For Youth Sports

Available 2-1-08 to 2-1-09

HOW TO APPLY FOR COVERAGE:

- ➔ Complete this paper Enrollment Form.
- ➔ Send completed Enrollment Form, and check for full Charge, to Sadler & Company - either by Fax, US Mail, or Overnight Delivery.
- ➔ Coverage is effective the day your check for full payment and completed Enrollment Form are received and approved at Sadler & Company.
- ➔ Sadler & Company will issue your proof of coverage, and Email, Fax or Mail it to you within 6 business days of receiving the completed application and payment.
- ➔ If you fax your Enrollment Form, be sure to follow the special instructions that are in this brochure.

NOTE: We are no longer be able to "rush fax" your proof of coverage documents, so please plan ahead to allow for the 6 business day processing time.

Get Immediate Answers To Your Questions With 24 Hour Convenience By Visiting Our Customer Service Website And Contacting Us By Email!

Website: www.sadlersports.com/nysca

Email: nysca@sadlersports.com

1. Frequently Asked Questions (FAQ) section of our website will immediately answer 95% of your questions.
2. If the FAQ section does not answer your questions, email us at nysca@sadlersports.com for an immediate response.
3. To learn more about sports insurance and how to protect yourself against being sued, visit our website for the following FREE REPORTS: "How To Avoid The 7 Deadly Sins When Buying Sports Insurance," Insurance Coverage Checklist," Sample Waiver/Release Forms, "League Safety Program," and "Abuse/Molestation Protection Program".



John Sadler

"No One Offers The Same Incredible Protection For Such A Low Price!"

Warning:

Over 90% Of All Sports Insurance Policies Won't Protect You Against The Most Common Types Of Serious Injuries And Lawsuits!

If You're Buying Your Insurance Elsewhere, Don't Dare Renew Your Current Policy Without Having Your Agent Complete The "Insurance Coverage Checklist" That Will Tell You How Your Coverages "Measure Up"!

SADLER
SPORTS & RECREATION INSURANCE

1-800-622-7370 toll free

1-803-256-4017 fax

Email: nysca@sadlersports.com

www.sadlersports.com/nysca

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2008 NYSCA ENDORSED ACCIDENT INSURANCE PLAN DESCRIPTION

Underwritten By: Nationwide Life Insurance Company

The coverage provides Accident Benefits for defined Insureds, subject to the following limits and exclusions.

WHO IS COVERED:

Insured persons shall include players, coaches, managers, staff members, team workers, referees, officials, scorekeepers, and other personnel such as media, and volunteers who have been permitted to enter restricted areas, which are not open to the public.

WHAT IS COVERED:

Accidental injuries, which occur during *Covered Activities*.

Covered Activities are scheduled, approved, organized and supervised team or league activity (including practices, tryouts, clinics, operation of concession stands at covered activities, set-up and tear-down, games, playoffs, end of season tournaments, fund raising drives, parades in which the covered teams/leagues participate, picnics, awards banquets and ceremonies) and direct group travel, under adult supervision, to or from the meeting place to take part in any such practice, game or clinic.

LIMITS:

\$25,000 Excess Medical Limit

(Benefits are excess to any other valid and collectible insurance covering the same injury)

\$100 Deductible (per claim)

SYNOPSIS OF COVERAGE:

MEDICAL

The plan pays covered expenses resulting from an Accidental Injury that are incurred within three years of the accident. The first expense must be incurred within 90 days of the accident. Covered Expenses include the reasonable and customary charges for local, professional ambulance service; hospital or surgical center care; medical treatment; nursing care; x-ray and lab exams; prescription drugs and other therapeutic services and supplies; dental treatment of sound, natural teeth; and certain home health care services.

SOME EXCLUSIONS AND LIMITATIONS:

The plan does not pay for expenses for eye exams, glasses or contact lenses; treatment by employees of NYSCA or the team or league or by the insured person's spouse or other close relative; outpatient physiotherapy after the first five of all such treatments. No loss is covered if it resulted from intentional self-inflicted injury; war or act of war; or air travel unless the insured was a passenger on a commercial flight.

YOU MUST REFER TO THE POLICY FOR COMPLETE INFORMATION.

***THIS BROCHURE IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT A CONTRACT OF INSURANCE.
YOU MUST REFER TO THE POLICY FOR COMPLETE INFORMATION ON POLICY COVERAGES, LIMITS AND EXCLUSIONS.***

2008 NYSCA ENDORSED
GENERAL LIABILITY PLAN DESCRIPTION

Underwritten by National Casualty Company

BACKGROUND CHECKS ON VOLUNTEERS

You should implement and maintain a system for screening your volunteers on your state's sexual offender registry (free on the internet) or a criminal background check.

WAIVER AND RELEASE FORMS:

IT IS STRONGLY RECOMMENDED THAT ALL PLAYERS AND PARENTS SIGN THE RECOMMENDED WAIVER/RELEASE FORM THAT IS ATTACHED TO THIS BROCHURE. ANSWERS TO YOUR QUESTIONS ABOUT WAIVER/RELEASE FORMS CAN BE FOUND UNDER THE RISK MANAGEMENT SECTION OF THE WEBSITE AT www.sadlersports.com/nysca.

Note: The intent of this insurance program is to insure all teams within a league under one enrollment form. Insuring all of the teams under one enrollment form in the name of the League allows General Liability coverage to be extended to the league and its directors and officers. Please refrain from insuring all the teams within the league under separate enrollment forms as this reduces coverage and results in additional administrative expense. However, an individual team may purchase coverage with the limitations noted above.

WHO IT COVERS:

Coverage is provided for your association, league, and its directors, officers and volunteers for injuries or damages (claims) you become legally obligated to pay, including applicable legal charges for defense, as described below under "COVERAGE IS PROVIDED FOR THE FOLLOWING", "LIMITS", AND "NOTABLE EXCLUSIONS". *Owner/Lessor of Premises, Co-Promoters, and Sponsors are included as Additional Insureds.*

**Note-Coverage is provided for the league and its officers and directors only if ALL of the teams in the league are insured under this policy.*

COVERAGE IS PROVIDED FOR THE FOLLOWING:

Reported And Approved Activities And/Or Events; Ancillary Events Held In Conjunction With Approved Activities And/Or Events (Excluding Those That Require A Separate Ticket Or Entry Fee); Practice, Games, Set Up And Tear Down; Reported Additional Insureds Including Landlords, Sponsors, And Co-Promoters.

❖ Participant Injury	❖ Spectator Injury	❖ Property Damage Liability	❖ Volunteer Injury
❖ Activities Necessary and Incidental to Conduct of Practices and Games Sponsored Functions like Meetings, Banquets and Fundraisers			

LIMITS:

\$2,000,000 per occurrence Combined Single Limit Bodily Injury and Property Damage, including Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Contractual Liability, and Participants Legal Liability.

\$2,000,000 Products/Completed Operations aggregate.

\$ 300,000 Fire Damage Legal Liability (any one fire)

\$ 5,000 Medical Expense Payments (any one person)

\$1,000,000 Non-Owned/Hired Auto Liability

\$1,000,000 Sexual Abuse & Molestation Liability (subject to a \$2,000,000 program aggregate)

Cost of investigation of covered claims, defense of suits, and other legal expenses are paid in addition to the above limits.

NON-OWNED AND HIRED AUTO COVERAGE

Provides coverage if the team or league is sued as a result of liability arising out of the use of an auto on league business if such auto is not owned by the league (ex: parent's auto, a hired rental auto, or an auto that is borrowed from a church). This coverage extends only to the league, and not to the owner or operator of the auto. Coverage is excluded for 15 passenger vans. This policy does not cover physical damage to the non-owned or hired auto itself and as a result, separate arrangements must be made for such coverage.

NOTABLE EXCLUSIONS:

Nuclear Energy, Asbestos,, Pollution, Employment Related Practices, Medical Payments to Participants, Medical Payments to Volunteer Workers, Fireworks, War, Climbing Walls, Amusement Devices, Terrorism, Aircraft, Hot Air Balloons, Hammer & Javelin Activities, Player vs. Player, Bodily Injury to Employees, Airport, Skydiving, Concerts, Inflatables, Diving, Haunted Houses, and Dunk Tanks.

THIS BROCHURE IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT A CONTRACT OF INSURANCE.

YOU MUST REFER TO THE POLICY FOR COMPLETE INFORMATION ON POLICY COVERAGES, LIMITS AND EXCLUSIONS

Minor Waiver/Release
RELEASE OF LIABILITY FOR MINOR PARTICIPANTS
READ BEFORE SIGNING

IN CONSIDERATION OF _____, my child/ward, being allowed to
Name Of Minor Child/Ward
participate in any way in the _____ related events and activities, the
Legal Name Of Your Sports Program, Ex: League Name
undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury to my child/ward from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I FOR MYSELF, SPOUSE, AND CHILD/WARD, 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 child/ward's participation; and,
3. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child/ward's readiness for participation and/or in the program itself, I will remove my child/ward from the participation and bring such attention of the nearest official immediately; and,
4. I for myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS _____;
Legal Name Of Your Sports Program, Ex: League Name
its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child/ward's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I, for myself, my spouse, my child's/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my child's/ward involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, 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.

(PARENT/GUARDIAN SIGNATURE)

Date Signed: _____

(PRINT NAME)

UNDERSTANDING OF RISK

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

(PARTICIPANT SIGNATURE)

Date Signed: _____

(PRINT NAME)

NOTE: This is a SAMPLE WAIVER FORM only. Final wording should be as directed by the insured's counsel, but must observe the principles represented within the above. This form provided courtesy of K&K Insurance Group.

This signed waiver/release should be kept on file by the sports organization for at least 7 years or possibly longer if the player has been involved in a serious injury.

2007 Non-Profit Sports Organization

DIRECTORS & OFFICERS LIABILITY PLAN DESCRIPTION

Philadelphia Indemnity Insurance Co. / (Louisiana Only: Philadelphia Insurance Co.)

(The Accident/General Liability Policy Must Be Purchased From Sadler & Company To Qualify For These Coverages)

DIRECTORS & OFFICERS LIABILITY

Coverage is available only for Non-Profit Organizations

NEEDED PROTECTION:

Leagues should consider a D&O POLICY IN ADDITION TO THE GENERAL LIABILITY policy because many types of lawsuits are not covered by the General Liability policy. The General Liability policy only covers lawsuits that arise out of "bodily injury" or "property damage" whereas a D&O Policy covers certain lawsuits that arise out of actual or alleged wrongful acts in the running of a league.

WHO IS COVERED:

The local sports organization itself, Directors, Officers, and other volunteers including Coaches, Managers, Umpires/Referees, Scorekeepers, and Committee Personnel while operating on behalf of the covered organization.

COVERAGE:

Coverage is provided for "Wrongful Acts" or "Errors and Omissions" that result in legal liability lawsuits including the cost of defense and settlement.

Examples of potentially covered lawsuits include:

- * Discrimination (age, race, sex, handicap)
- * Failure to enforce rules or bylaws
- * Failure to deliver services
- * Violation of State and Federal Laws (Anti Trust, IRS, EEOC)
- * Suppression of First Amendment Rights (speech, expression, etc.)
- * Failure to properly manage league financial affairs

LIMIT: \$1,000,000

DEDUCTIBLE: \$1,000 per claim

PREMIUM / CHARGE \$400 per Board of Directors – Only one charge is required when a single league entity operating under the same articles/bylaws, oversees multiple organizations.

(Please note: In the state of Louisiana, you must add a surplus lines tax to the premium. In all other states listed below, you must add a state surcharge to the premium)

Florida – add 5% = (1% x \$400.00 = \$20.00 Total Due is \$420.00)

Kentucky (You must call or email us – charge varies by county)

Louisiana – add 5% = (5% x \$400.00 = \$20.00 Total Due is \$420.00)

New Jersey - add 1.6% = (1.75% x \$400 = 6.40 Total Due is \$406.40)

West Virginia: add .55% = (.55% x \$400 = \$2.20 Total Due is \$402.20)

PLEASE NOTE: Premiums & Taxes are fully earned at inception, and there are no provisions for refunds.

You must enclose a \$5.00 annual membership fee (in addition to above insurance premiums) to join the National Sports Lawsuit Protection Association (NSLPA). THIS FEE MUST BE PAID BEFORE COVERAGE CAN BE EFFECTIVE.

NOTE: THIS PROTECTION IS IN ADDITION TO AND DOES NOT REPLACE THE BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGE THAT IS AVAILABLE IN A GENERAL LIABILITY POLICY.

If Purchaser's Coverage Is Non-Renewed, The Carrier Shall Endeavor, But Shall Not Be Required, To Provide Purchaser With Prior Notice Of Non-Renewal Equal To The Time Allotted By Purchaser's Domiciliary State. By Signing The Application, Purchaser Acknowledged: (1) That This Evidence Of Insurance (Hereinafter "EOI") Shall Be Non-Renewed Effective The Expiration Date; And, (2) That, Upon The Expiration Of Purchaser's EOI, The Carrier May Offer A Renewal, But Reserves The Rights, Because Of Aforesaid Non-Renewal, To Change The Terms & Conditions Of Coverage As Compared With The Expiring Coverage.

This brochure is not a solicitation but only a description of this insurance program. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued. Refer all questions to Sadler & Company, Inc. (803)-254-6311 OR (800)-622-7370.

CRIME INSURANCE PLAN DESCRIPTION

Philadelphia Indemnity Insurance Co. / (*Louisiana Only: Philadelphia Insurance Co.*)

(The Accident/General Liability Policy Must Be Purchased From Sadler & Company To Qualify For These Coverages)

PROTECT YOUR ASSETS:

This policy protects the local sports organization against a monetary loss caused by theft of money, securities, or other property (equipment, machinery, concession supplies) by dishonest volunteers. This includes forgery by an identifiable officer or volunteer. Coverage is also provided for theft of money or securities by outsiders.

This policy does not cover vandalism or theft of property by outsiders. See the optional Equipment Coverage section if such protection is desired.

LIMIT: Maximum of \$25,000 per loss

DEDUCTIBLE: \$500 for each loss

PREMIUM / CHARGE: \$175 per Board of Directors - Only one charge is required when a single league entity operating under the same articles/bylaws, oversees multiple organizations.

(Please note: In the state of Louisiana, you must add a surplus lines tax to the premium. In all other states listed below, you must add a state surcharge to the premium)

Florida – add 5% = (5% x \$175.00 = \$8.75 Total Due is \$183.75)

Kentucky (call us – charge varies by county)

Louisiana – add 5% = (5% x \$175.00 = \$8.75 Total Due is \$183.75)

New Jersey - add 1.6% = (1.4% x \$175 = \$2.45 Total Due is \$177.45)

West Virginia: add .55% = (.55% x \$175 = \$0.96 Total Due is \$175.96)

PLEASE NOTE: Premiums & Taxes are fully earned at inception, and there are no provisions for refunds.

NOTE: There is no coverage for fund solicitors while soliciting charitable contributions. However, fund solicitors will be covered while conducting other activities such as collecting registration fees and running concession stands.

If Purchaser's Coverage Is Non-Renewed, The Carrier Shall Endeavor, But Shall Not Be Required, To Provide Purchaser With Prior Notice Of Non-Renewal Equal To The Time Allotted By Purchaser's Domiciliary State. By Signing The Application, Purchaser Acknowledged: (1) That This Evidence Of Insurance (Hereinafter "EOI") Shall Be Non-Renewed Effective The Expiration Date; And, (2) That, Upon The Expiration Of Purchaser's EOI, The Carrier May Offer A Renewal, But Reserves The Rights, Because Of Aforesaid Non-Renewal, To Change The Terms & Conditions Of Coverage As Compared With The Expiring Coverage.

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