



2007-2008

**United States Figure  
Skating Association**

**Risk Management  
Guide**

# U.S. Figure Skating Risk Management Guide

## Table of Contents

Section I	Introduction to Risk Management <ul style="list-style-type: none"><li>• <i>Introduction</i></li><li>• <i>What is Risk Management</i></li><li>• <i>Examples of claims</i></li></ul>
Section II	The U.S. Figure Skating Insurance Program <ul style="list-style-type: none"><li>• <i>Commercial General Liability</i></li><li>• <i>Sport Accident Insurance</i></li></ul>
Section III	Facility Risk Management <ul style="list-style-type: none"><li>• <i>Condition of the Facility</i></li><li>• <i>Safety Practices</i></li><li>• <i>Emergency Response</i></li><li>• <i>Accident Investigation</i></li></ul>
Section IV	Event Risk Management <ul style="list-style-type: none"><li>• <i>Ice Arena Surface</i></li><li>• <i>Loading and Unloading of Equipment</i></li><li>• <i>Spectator Area</i></li><li>• <i>Accident Investigation</i></li><li>• <i>Auto Exposures</i></li><li>• <i>Liquor and Alcohol Exposures</i></li></ul>
Section V	Claim Reporting Procedures <ul style="list-style-type: none"><li>• <i>General Liability Claims</i></li><li>• <i>Accident Claims</i></li><li>• <i>First Report of Incident Form (for liability incidences)</i></li><li>• <i>Accident Insurance “Fact Sheet”</i></li><li>• <i>Accident Claim form</i></li></ul>
Section VI	Contract Review <ul style="list-style-type: none"><li>• <i>Introduction</i></li><li>• <i>Common Definitions</i></li><li>• <i>Review the Contract</i></li><li>• <i>Review the Agreement</i></li><li>• <i>Mutual Hold Harmless Language</i></li></ul>
Section VII	Independent Contractors and Vendors <ul style="list-style-type: none"><li>• <i>Exposures</i></li><li>• <i>Minimum limits required</i></li></ul>

Section VIII

Coaching Exposures

- *Code of Conduct*
- *Employee or Independent Contractor*
- *Coaching Questionnaire*
- *Background Screening Program*

Section IX

Waiver & Releases

- *Frequently Asked Questions*
- *Sample Wavier & Release Form*

Section X

Club Directors and Officers Liability

- *Responsibilities of a Board Member*
- *Volunteer Protection Act of 1997*
- *Club Program FAQs*

Section XI

Samples

- *U.S. Figure Skating Policy Statement on Harassment and Abuse*
- *U.S. Figure Skating's Principles of Ethical Behavior and Conflict of Interest*
- *Prospective Club Volunteer Information Sheet*
- *Club Board Member Agreement*

# **Section I**

# **Introduction to Risk Management**

*Introduction*  
*What is Risk Management*  
*Examples of claims*

## Introduction

Figure skating is one of the fastest growing sports in the United States, but relies on the participation of a large number of individuals to be successful. Whenever individuals participate in figure skating, the organizations, which are responsible for management of the clubs and the Basic Skills programs, assume liability. In order to control and reduce these inherent risks, a tremendous amount of effort and coordination must be invested into Risk Management. The degree of investment, whether in money or effort, has been shown to have a direct positive correlation on the success of the organization and its clubs and Basic Skills programs.

*U.S. Figure Skating* embraces and continues to utilize many of the concepts described above to showcase their athletes, facilities, techniques and equipment. Due to the inherent risks associated with figure skating, safety, among other concepts, has been incorporated and implemented into our Risk Management Plan. Please familiarize yourself with the policies, procedures, and best practices which have been assembled into this plan, and refer to this document when you forget, are in doubt, or find yourself in a new situation for which the safety of your skaters, coaches, officials and the public's safety may be impacted.

## What is Risk Management?

We want to provide you with thoughtful and meaningful information to assist you in providing a safe environment for your athletes while continuing to promote figure skating in the United States.

It is important to understand that risk management not only helps promote a safe environment, but also helps strengthen the ability of U.S. Figure Skating to maintain affordable and comprehensive insurance coverage for their clubs, members and events. As most people are aware, insurance premiums continue to escalate and are a direct reflection on the number and severity (ultimate cost) of claims. It is our intent to make positive improvements to our programs in an ongoing effort to maintain the integrity of our vital insurance programs, for you, our members.

Questions or concerns can be forwarded to our Risk Managers, Wells Fargo Insurance Services, Inc. at 800-332-9256.

The sole purpose of risk management is to safeguard people, assets and reputation of an organization. It is a continuing four-step process of:

- Analyzing loss exposures-trying to determine what risks an organization faces
- Review and selection of the best techniques to manage loss exposures-this can, and often does include the purchase of insurance and discontinuance of certain practices which could potentially cause injuries and claims
- Implementing the appropriate techniques-putting certain practices into place to mitigate injuries and claims
- Monitoring and evaluating techniques for effectiveness-reviewing to see if substantial reductions in injuries and claims have occurred as a result of the processes which were implemented

In order to fully understand the risk management process, you must first understand the “elements of financial loss” and why they occur. Typically, financial losses facing a business organization arise out of one or more of the following activities:

- ***Inadequate Management***-This includes poor communication, lack of procedures and policies and lack of proper training
- ***Inadequate Planning***-This includes a lack of a written operating plan and a lack of assigning responsibilities to others in a management capacity
- ***Unsafe acts of employees or volunteers***-This includes failure to wear protective gear and consumption of alcohol or drugs during an activity
- ***Unsafe conditions***-This includes poor housekeeping in the ice arena or at an event and lack of crowd control, including insufficient security
- ***Out of your control situations***-This includes weather incidences such as storms, hurricanes, tornados and earthquakes and non-weather incidences such as riots

Of the various elements necessary to implement a successful risk management program, some will be easy to begin, and others may be more difficult. The elements of a successful risk management program include:

- **Risk Avoidance**-This is accomplished by eliminating the activity which causes loss; this is a difficult task considering the nature of the sport being conducted
- **Risk Prevention**-This is accomplished by minimizing, reducing or eliminating the “frequency” of activities which cause injuries or claims (i.e.-making sure your athletes are not skating on an ice surface which is not properly maintained)
- **Risk Retention**-This is accomplished by retaining a portion of the risk and handling as a business expense (i.e.-a dollar deductible for each and every claim)
- **Risk Transfer**-This is accomplished by contractually transferring the risk to another entity (i.e.-buying insurance, using Waiver and Release of Liability forms to mitigate claims from athletes and contractually transferring the risk of facilities to building owners)

In an effort to provide you with the best information to help promote risk management within your clubs and Basic Skills programs, we thought we would provide information regarding previous injury incidences which have given rise to claims.

## Examples of Claims

- **Negligent Supervision:** A skater is on club ice practicing various moves and during a backward skate, runs into another skater on the ice. Her coach is present, but not wearing skates, and the allegation from the plaintiff’s (injured skater who was hit) attorney is that the coach was negligent in not instructing her student to watch where she was skating and to pay attention to the traffic flow on the ice. ***It is important that all students be instructed in proper etiquette while on the ice, including looking where they are going, knowing who else is around and paying attention to their environment. The coaches and pros need to be cognizant of the surroundings as well.***
- **Conditions of the ice:** A Basic Skills program is beginning. The facility (ice arena), which was named as an Additional Insured under the policy, neglected to send the Ice resurfacers out prior to the session. The ice was not in proper condition and a beginning skater fell due to the condition of the ice. ***It is important that the ice be inspected PRIOR to anyone beginning to skate, either during a club session or a Basic Skills session to prevent injuries due to ice which is not suitable for skating.***
- **Spectator slips and falls:** The mother of a Basic Skills student is sitting in the bleachers watching her child during the lesson. The facility is very cold (in an effort to keep the ice in good condition). She attempts to walk down the step (with her hands in her pockets) and slips on a wet step, hitting her head and falling down the remainder of the steps. While this ultimately should be the responsibility of the facility (ice arena), the Basic Skills program is named as a defendant, and costs to investigate and defend the allegations become the responsibility of U.S. Figure Skating insurance. ***It is important to CAREFULLY review any contracts with facilities to ensure that negligence of the facility remains with the facility and is not transferred to the club or Basic Skills Program*** (Both Wells Fargo Insurance Services, Inc. and American Specialty will assist you in Contract review PRIOR to execution of the contract).

- ***Skaters performing moves above their ability:*** A Basic Skills student falls during an early lesson, breaking her arm. The allegation is that she should not have been performing the activity she was at the time of the fall, that it was too advanced for her limited ability and time on the ice. ***Be sure to follow procedures as outlined and described by U.S. Figure Skating with regard to curriculum, and using common sense, recognize that not all students progress at the same level, and may not be ready for more advanced moves. Skaters must have mastered all prior skills before moving on to the more challenging ones.***

**Section II**  
**The U.S. Figure Skating**  
**Insurance Program**

*Commercial General Liability*  
*Sport Accident Insurance*

# The Insurance Program

The current General Liability and Sports Accident Insurance programs, with effective dates of July 1 through June 30, are written with Philadelphia Indemnity Insurance Company and Mutual of Omaha. We are providing \$1,000,000 Commercial General Liability coverage and \$50,000 Excess Accident coverage. The insurance broker for both of these programs is Wells Fargo Insurance Services. Their offices are located at 5755 Mark Dabling Blvd, Suite 300 Colorado Springs, CO 80919. Their telephone number is 800.342.9256. Contacts at WFIS are Chuck Delich and Andrea Wright. The insurance programs are free to member clubs and are taken care of automatically by U.S. Figure Skating.

**Certificates of Insurance:** All member clubs are provided Certificates of Insurance at the beginning of the policy term indicating coverage for their sanctioned and supervised club activities. All third party (rink/arena landlords) certificates are also issued at this time. Special certificates are required if the event is taking place in a rink other than those you have listed with U.S. Figure Skating. Should special certificates be needed, a proper request should be made at least two weeks prior to the event. **Certificates cannot be post-dated.** Certificate of Insurance requests should be directed to U.S. Figure Skating Headquarters at 719.635.5200.

## Commercial General Liability Coverage

<b><u>Named Insured:</u></b>	UNITED STATES FIGURE SKATING ASSOCIATION ITS MEMBER CLUBS AND BASIC SKILLS MEMBER ORGANIZATIONS	
<b><u>Covered Activities:</u></b>	All duly sanctioned skating and skating related activities	
<b><u>Limits of Liability:</u></b>	Each Occurrence	\$1,000,000
	Aggregate Limit-per event	\$3,000,000
	Products Aggregate	\$1,000,000
	Personal & Advertising	
	Injury	\$1,000,000
	Fire Legal Liability	\$ 100,000
	Participant Legal Liability	\$1,000,000

**Description of Coverage:** The General Liability program provides insurance coverage for liability imposed by law, up to the policy limit. The liability must stem from an occurrence which results in bodily injury to members of the public or damage to their property. The insurance company will provide defense even if the allegations of the suit are groundless, false or fraudulent.

The coverage is broadened by the following extensions:

- **Contractual Liability:** Covers legal liability for bodily injury or property damage arising from certain written contracts relating to your usual operations. All contracts should be reviewed by U.S. Figure Skating and/or Wells Fargo Insurance Services and/or American Specialty Insurance prior to being signed.
- **Participant Legal Liability:** Protects against suits brought by participants in covered activities. Participants include skaters, coaches, team leaders, managers, staff members, team workers, and game officials who have been granted proper authorization to enter any restricted area(s) both during practices for or while participating in any competition or exhibition sponsored and/or sanctioned by a Named Insured.
- **Personal & Advertising Injury:** Covers your legal obligations for injury to others from: a) drug testing (in conjunction with the USADA or WADA), b) false arrest, detention, imprisonment or malicious prosecution, c) libel, slander, defamation or violation of right of privacy, and d) wrongful entry or eviction or other invasion or right of private occupation.
- **Host Liquor Liability:** Provides coverage for damage arising out of the providing (not selling) of alcoholic beverages by or on behalf of the Insured during a covered activity.
- **Fire Legal Liability:** Provides Property Damage Liability of \$50,000 for losses arising out of fire to real property rented to or temporarily occupied by the Named Insured with the permission of the owner. This does **NOT** take the place of property insurance.
- **Incidental Medical Malpractice:** Covers the Insured's Legal Liability arising out of rendering or failing to render certain emergency medical services. **THIS COVERAGE DOES NOT APPLY TO LICENSED MEDICAL PROVIDERS EMPLOYED BY YOU OR WORKING ON YOUR BEHALF.**
- **Limited Worldwide Liability:** Extends the policy territory to anywhere in the world provided the original suit for damage is brought within the U.S, its territories or possessions, or Canada.
- **Additional Persons Insured:** Broadens the Named Insured to include employees and volunteers of the Insured while acting within the scope of their duties.
- **Medical Payments:** Coverage provides for medical expenses from bodily injury caused by an accident; however, coverage is excluded for persons participating in athletics. **THIS COVERAGE DOES NOT APPLY FOR PARTICIPANTS OF THE MEMBER CLUBS OR THE BASIC SKILLS CLUBS. IT IS NOT "SPORTS ACCIDENT" COVERAGE FOR SKATERS, BUT INSTEAD APPLIES TO SPECTATORS OR OTHER THIRD PARTIES INJURED BY OR DURING COVERED ACTIVITIES.**

### Policy Exclusions/Restrictions

- **Bodily Injury or Property Damage:** Expected or intended from the standpoint of the Insured (deliberate acts to injure/damage).
- **Bodily Injury or Property Damage:** Arising out of ownership, maintenance, use or entrustment to others of any auto. (Auto coverage should be provided by the owner's automobile policy. If the auto is rented, it would be necessary to purchase the additional insurance provided by the rental agency, to have previously put a rider on your personal auto policy, or to put the rental car on a type of credit card which automatically provides the user with the necessary insurance.)
- **Bodily Injury or Property Damage:** The policy **DOES NOT** respond to any event or activity, workout or organized practice except when scheduled under the direct physical supervision of a coach or staff member approved by the Named Insured.
- **Property Damage:** To property in the care, custody or control of, owned by, rented to or leased to an insured.
- **Product Liability:** Coverage is excluded for SALE of equipment MANUFACTURED by you or others to your design specifications.
- **Asbestos:** All asbestos related claims are excluded.
- **Pollution:** All pollution related claims are excluded.
- **War or act of war or terrorism**

**THIS IS NOT INTENDED AS A COMPREHENSIVE LIST OF EXCLUSIONS. OTHER EXCLUSIONS MAY APPLY.**

## Sports Accident Coverage

**Named Insured:**

U.S. FIGURE SKATING

**Covered Activities:**

Class I – Participating in figure skating events and practices sponsored, sanctioned, and supervised by the policy holder. Group Travel.

Class II – Participating in figure skating sponsored, sanctioned, and supervised events and practices of the policyholder. No Travel provided

Class III – Participating in figure skating lessons, practices, and competition sponsored, sanctioned, and supervised by the policyholder. Group Travel

**Eligibility**

Class I – All “Elite” skating members of the U.S. National Team

Class II - All members (Athlete and Non-Athlete) of the U.S. Figure Skating Association and foreign athletes participating in U. S. Figure Skating Association events.

Class III – All eligible amateur members, coaches, and managers of the U.S. Figure Skating Association.

**Limits of Insurance:**

Excess Accident Maximum	\$50,000
Class I & II Excess Deductible	\$250
Class III Excess Deductible	\$2,500
Excess Accident Dental Maximum	\$2,000
Physical Therapy Limitation	\$1,000
Chiropractic Care Limitation	\$1,000
Accidental Death & Dismemberment	\$25,000

**Description of Coverage:** When a covered injury to an Insured person requires treatment by a legally qualified physician, care given by a graduate nurse, confinement in a hospital, ambulance service to and from the hospital and services and supplies ordered by a physician, the Company will pay the usual and reasonable expenses incurred on a Primary Excess or Full Excess basis (see definitions), less the deductible, up to the policy maximum. The first expense must be incurred within 90 days of a covered accident. To be covered any further, expense must be incurred within 104 weeks of the date of injury. Benefits for injury to sound natural teeth are subject to the \$2,000 Maximum Dental Limit, which is included in the overall policy maximum for medical expenses. If covered injury results in loss of limb(s) or sight, the Company will pay the benefit as described in “DEFINITIONS”. Only one benefit, the largest to which the insured is entitled, will be paid for all losses that result from any one accident. Injury must be result in loss within 365 days of the accident.

**Facility of Payment:** In the absence of a written assignment of benefits, all or a portion of any medical benefits provided by the policy or certificate may be reimbursed to the provider rendering the treatment or services. Such payment will be at our option.

### Claims Provision

Notice of Claim – Written notice of a claim must be given to us Within 30 days after loss covered by this policy occurs or starts. if notice is not given within that time, it must be given as soon as is reasonably possible.

Proof of Loss – The insured must give Mutual of Omaha written proof of a loss within 90 day after the date of loss or as soon as reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

### DEFINITIONS

- **Full Excess:** The Company will pay the covered expenses incurred which are in excess of those paid or payable to another Plan Providing Medical Expense Benefits to the maximum selected. Deductibles must be satisfied before benefits are paid.
- **Plan Providing Medical Expense Benefits:** Any group type policy contract or other arrangement for benefits or services for medical or dental care or treatment. This can include participation on an Employers Group Health Plan, a Personal Health Insurance policy, and being a dependent on a parent's policy.
- **Accidental Dismemberment:** A "MEMBER" means a hand, foot or sight of eye. Loss of hand or foot means complete severance through or above the wrist or ankle joint; with regard to sight, the entire and irrecoverable loss of sight. Payment for "Two Members" is 100%; Payment of "One Member" is 50%.
- **Legally Qualified Physician:** Means a physician; (a) other than the insured, (b) practicing within the scope of his or her license; and (c) recognized as a physician in the state where services are rendered
- **Accidental Death:** The Company will pay the Accidental Death Benefit when a covered injury results in the Insured's death. Death must occur within 365 days after the Accident occurs. If dismemberment benefits have been paid for a loss resulting from the same accident, the Accidental Death Benefit will not be payable.

### Policy Exclusions/Restrictions

- **Dental Treatment:** Except as a result of injury to sound, natural teeth.
- **Services of treatment rendered by a Doctor, nurse or other person employed or retained by the Insured:** Including services or treatment rendered by a Doctor or nurse who is the Insured or a member of his/her immediate family.
- **War or any act of war or terrorism.**
- **Injuries received while in the armed services**
- **Replacement of eyeglasses:** Including eye examinations for the correction of vision or fitting of glasses.
- **Any intentionally self-inflicted injury.**
- **Received while acting as a pilot or crew member**
- **Resulting from air travel,** except while as a passenger for transportation only.
- **Workers' Compensation:** Any injury for which the Insured is covered under Workers' Compensation or similar law.
- **Felonious or illegal acts:** Any injury for which the Insured's part in committing a felony or as the result of the Insured's involvement in an illegal occupation.
- **Injuries received while under the influence of any controlled substance;** unless administered on the advice of a Legally Qualified Physician
- **Automobile No-Fault:** That part of medical expenses where mandatory automobile no-fault benefits are due.
- **Charges which are not usual and reasonable:** For services in the geographical area where performed.
- **Sickness or Disease.**
- **Treatment of a Hernia**
- **Prescription Drugs**

**THIS IS NOT INTENDED AS A COMPREHENSIVE LIST OF EXCLUSIONS. OTHER EXCLUSIONS MAY APPLY.**

# **Section III**

## **Facility Risk Management**

*Condition of the Facility*

*Safety Practices*

*Emergency Response*

*Accident Investigation*

***Please note: While, as a club or Basic Skills program, you may not be responsible for the condition of the Ice Arena facility, you may have contractually obligated yourself to assume liability for the condition of the facility. Please see the information in Section VI regarding “Contract Review” for more information.***

## **Facility Risk Management**

Facility risk management, in its traditional sense, incorporates (a) the control of risk prior to and during activities conducted by participants, (2) transferring risk to a third party that cannot be controlled through conventional methods (i.e.-concession stands sub-contracted), and (3) managing claims that might arise out of a mishap to mitigate and reduce eventual losses. In order to have a quality program, these three elements of risk management planning must be incorporated into the daily activities of the club or Basic Skills program.

### **Condition of the Facility**

The facility should be in proper working condition at all times. Periodic maintenance review of the equipment will mitigate serious injury due to malfunction. The following items should be established as a checklist to be done on a regular basis (i.e.-daily, weekly, monthly):

- Make sure all warning signs and user manuals for equipment are read thoroughly and understood, particularly by new coaches and supervisors
- Do not modify equipment in any way
- Do not use the equipment if worn, broken or damaged
- Keep body, hair and clothing free of all moving parts
- Never allow children to be around or on equipment (unless they are training/practicing)
- Establish a maintenance schedule for all equipment (daily, weekly, monthly)
- Establish periodic inspection of equipment (daily, weekly, monthly)
- Clean equipment daily
- Be sure any wet floors are promptly taken care of (to prevent slip and falls)
- Monitor any electrical cords so they do not present a trip and fall hazard
- Be sure all stairways have the appropriate retaining walls and rails
- If applicable, all regulations pertaining to the Americans With Disabilities Act need to be in place

## **Safety Practices**

- A club/Basic Skills program must be able to respond in a timely manner to any reasonably foreseeable emergency event that threatens the health and safety of skaters, coaches and officials
- The facility must have an appropriate emergency plan that can be executed by qualified personnel in a timely manner
- The facility should require Waiver and Release forms from all participants indicating they are physically able to conduct the activities
- Each coach must have demonstrated professional competence
- The facility should post appropriate signage alerting users to the risks involving their use of equipment and facility in the ice arena, particularly noting the unsupervised use of equipment
- Those facilities working with minors (under 18 years of age) must provide appropriate coach supervision
- The facility must conform to all relevant state or federal laws, regulation and published standards of an ice arena and all U.S. Figure Skating rules and regulations
- Appropriate security personnel should be on the premises and available at all times

## **Emergency Response**

Each facility should have a written emergency response plan which is reviewed with all employees. This plan should address both weather related emergencies as well as bomb threats, fires, explosions, terrorist issues and other medical emergencies that may occur within or around the facility. Response to these emergencies is the responsibility of the rink owner/operator and his/her staff, but club and Basic Skills program supervisors should familiarize themselves with the plan. The Emergency Response Plan should contemplate all of the above emergencies and have specific procedures written out to respond to each situation. Issues of particular interest include: how the participants are to be notified in an emergency, how the building is to be evacuated, relationships with the local fire, police, and ambulance services, and what procedures and training facility personnel should have to respond to each of these situations. The facility should also have procedures in place to deal with the press in an emergency situation. The facility spokesperson identified to deal with the press should be the *only* person speaking on behalf of the situation and the facility. ***The quality of the facility's crisis management procedures and employee training can also have an impact on U.S. Figure Skating, it's clubs and Basic Skills programs reputation and name brand, and should therefore be compared against industry best practices.***

Any past emergency situations should be discussed with facility staff, with the staff describing how they would have responded to the situation. Any situation requiring medical attention (other than first aid) should be documented by facility staff including an incident report, photographs, witness statements, and surveillance videotape.

## **Accident Investigation**

The best indicator of future performance is past performance. Although our goal is to have no accidents, when we do have an accident, we can all learn a great deal from it. Accident and incident investigations will help us reveal the root causes of unfortunate accidents, and make corrections so as to prevent them from occurring again.

All accidents or incidents (accidents resulting in a near-miss) must be investigated by the club or Basic Skills program person in charge to determine the accident cause. This information will be documented and examined to determine the corrective action to be taken. It is important that blame not be placed on an individual at this time, but only the facts determined and processes changed to prevent similar accidents from occurring in the future.

All facts, findings, and recommendations will be documented on the Accident Investigation Report. Accident investigation documents will be reviewed by U.S. Figure Skating risk managers for the purpose of taking future corrective action. An effort will be made to spot trends and implement corrective actions in conditions and procedures whenever possible.

It is critically important to initiate an investigation immediately following the accident or incident, beginning with interviewing the coach or other in charge individual involved. The club or Basic Skills program person in charge will report to the accident scene promptly, oversee the accident investigation, and if the individual has been taken to the hospital, report directly to the hospital. The person performing the accident investigation will:

- Conduct the investigation in a professional manner
- Ask many questions and take detailed notes
- Talk with the injured person, if possible. Talk with witnesses. Stress getting the facts, not placing responsibility or blame. Never jump to conclusions—focus on facts and not fault
- Listen for any clues in conversations around you. Unsolicited comments often have merit
- Study possible causes. Keep asking questions until you uncover the root cause of the accident. What were the unsafe acts or conditions that contributed to the accident?

- Fill out all applicable information on the provided Incident report
- Insure that follow-up is conducted to prevent reoccurrence of a similar type of injury
- Ask coaches and officials, and maybe other skaters for their ideas for preventing accidents. Talk with interested parties concerning possible solutions

# **Section IV**

## **Event Risk Management**

*Ice Arena Surface*  
*Loading and Unloading of Equipment*  
*Spectator Area*  
*Accident Investigation*  
*Auto Exposures*  
*Liquor and Alcohol Exposures*

## **Event Risk Management**

Event risk management incorporates the other elements of risk management which have been previously discussed. We will continue to evaluate our ability to (a) control our risk (b) transfer our risk and (c) manage the claims which arise from our activities. ***Please refer to the Facility Risk Management Guide with regard to inspection of the facilities prior to your event.***

The risks which may occur during the event and over which U.S. Figure Skating and their member club may have limited control can be controlled with certain precautionary measures. To control these risks, and to ultimately reduce the incidence of claims subject to the insurance provided by U.S. Figure Skating, the following policies, procedures and risk control practices should be implemented and utilized.

### **Ice Arena Surface**

Once the rink owner/operator has prepared the surface for competition, additional inspection should be conducted to ascertain that the surface is in proper condition. A notation of “Ice Resurfacing Equipment” use should be noted (i.e.-done 45 minutes prior to the beginning of the event). Any unusual conditions need to be noted and reported to the appropriate rink personnel.

### **Loading and Unloading of Equipment**

Speakers and other sound equipment, lighting, portable score boards, signage, electrical dabling and any other types of equipment should be unloaded through a dock door at the arena, where possible, and should be moved in a safe and unobtrusive fashion, so as to prevent injuries to others and those moving the equipment. Typically, professionals who normally engage in this type of installation will be contracted to perform these activities. Certificates of Insurance (see Section VI) will be required. If volunteers are being utilized for this activity, then care needs to be taken that they are capable of performing these activities.

### **Spectator Area**

The bleachers, or other areas where spectators will be watching the event will need to be inspected. Particular attention to the condition of the seating, as well as the condition of hand railing, and availability of floor matting (as necessary), and lack of any moisture build up to the area is essential. Any discrepancies in appearance or condition must be noted to management of the facility immediately, and corrective action taken.

## **Accident Investigation**

The best indicator of future performance is past performance. Although our goal is to have no accidents, when we do have an accident, we can all learn a great deal from it. Accident and incident investigations will help us reveal the root causes of unfortunate accidents, and make corrections so as to prevent them from occurring again.

All accidents or incidents (accidents resulting in a near-miss) must be investigated by the club or Basic Skills program person in charge to determine the accident cause. This information will be documented and examined to determine the corrective action to be taken. It is important that blame not be placed on an individual at this time, but only the facts determined and processes changed to prevent similar accidents from occurring in the future.

All facts, findings, and recommendations will be documented on the Accident Investigation Report. Accident investigation documents will be reviewed by U.S. Figure Skating risk managers for the purpose of taking future corrective action. An effort will be made to spot trends and implement corrective actions in conditions and procedures whenever possible.

It is critically important to initiate an investigation immediately following the accident or incident, beginning with interviewing the coach or other in charge individual involved. The club or Basic Skills program person in charge will report to the accident scene promptly, oversee the accident investigation, and if the individual has been taken to the hospital, report directly to the hospital. The person performing the accident investigation will:

- Conduct the investigation in a professional manner
- Ask many questions and take detailed notes
- Talk with the injured person, if possible. Talk with witnesses. Stress getting the facts, not placing responsibility or blame. Never jump to conclusions—focus on facts and not fault
- Listen for any clues in conversations around you. Unsolicited comments often have merit
- Study possible causes. Keep asking questions until you uncover the root cause of the accident. What were the unsafe acts or conditions that contributed to the accident?
- Fill out all applicable information on the provided Incident report
- Insure that follow-up is conducted to prevent reoccurrence of a similar type of injury
- Ask coaches and officials, and maybe other skaters for their ideas for preventing accidents. Talk with interested parties concerning possible solutions

## **Auto Exposures**

### *Personal or Hired Autos Used to Transport Team Personnel to Events:*

Coaches, volunteers, parents and others using their personal autos or renting vehicles for travel to organization events are typically not covered by the Association's auto policy(s) or general liability policy. Additionally, most NGB's Hired Physical Damage coverage extends only to their direct staff, and in some instances their Board of Directors. This means the coaches, parents, volunteers and others must rely on their own personal auto policies for this type of protection.

It would be a good idea for a person to have coverage questions on liability and physical damage answered by his/her own agent or insurance company before renting a vehicle to be sure his/her own policy provides sufficient coverage.

It is recommended that any person involved in transporting team personnel or renting vehicles for this purpose have minimum liability limits of \$300,000, and consider purchasing additional limits of Excess Liability for at least \$1,000,000 or more as part of his/her personal auto insurance coverage.

Usually when team personnel or parents rent a vehicle for transport of a team to the association's activities, they rent the vehicle with their personal credit card and sign their name to the contract, thus placing the burden of insurance upon themselves. In the event of an at-fault accident, injury to third parties and/or damage to the rental vehicle will fall upon the person renting the vehicle, or in some cases, to the person driving the rented vehicle, or both.

As a rule, rental companies and credit cards do not provide liability insurance, although physical damage coverage (damage to the vehicle-collision/comprehensive) can easily be purchased from the rental company. Those credit cards that do provide auto physical damage insurance have the same exclusions, restrictions and limitations as the car rental companies, resulting in limited protection. Some personal auto insurance policies will cover physical damage to the rental vehicle on the same terms as that provided in the policy for the covered vehicle.

## **Providing, Serving and Selling Alcohol**

There has been recent discussion concerning the exposures U.S. Figure Skating clubs face with regard to the providing, serving and selling of alcoholic beverages during various activities.

The Commercial General Liability policy issued to U.S. Figure Skating and their member clubs provides limited "Host Liquor Liability" coverage. This is limited to only claims arising from the incidental serving of alcohol, and specifically excludes any allegations resulting in negligence from the SALE of alcohol.

While we are providing the limited coverage for providing and serving alcohol, it is important to note that great care needs to be taken by the figure skating club to ensure that excessive consumption not create a liability and negligence situation which may ultimately result in unfavorable disposition by the courts. There is substantial precedence in favor of plaintiffs who have been grievously injured as a result of automobile accidents caused by an intoxicated individual. In almost every situation, the courts have ruled in favor of the plaintiff and acknowledged the negligence of the individual(s) and/or organization responsible for the serving and ultimate intoxication of the person responsible for the accident.

Additionally, from a fiduciary capacity, the club needs to be cognizant of the inherent risks associated with the serving of alcohol. These risks include damage to the property (accidentally tripping over an item causing breakage of the item or damage to the walls), and more importantly the auto aspects associated with alcohol consumption. It is the responsibility of the club and their appointed management to recognize any situation which could potentially cause injury to someone or damage to property.

A situation, which was recently brought to our attention, involves the culpability of the club while providing unlimited access to alcoholic beverages to officials. While we understand the standing principals of providing hospitality types of food and beverage, we would caution that club representatives should be present at these functions to ensure that no excessive consumption takes place. Additionally, access to any vehicles should be strictly prohibited, as the club would become responsible for any negligent acts. Perhaps a better method of handling the appreciation of services to officials would be to provide a hospitality basket at the end of the event. Once the event is concluded, the responsibility of actions becomes less the responsibility of the sponsoring club.

With regard to the selling of alcoholic beverages, there is no coverage under the Commercial General Liability policy. The responsibility when selling occurs rests with the organization that is actually profiting from this activity. Therefore, great caution needs to be taken by the club if they make arrangements in a fund-raising capacity to "sell" beverages to be certain that the actual proprietor is providing "Liquor Liability" coverage to the club by naming the club as an Additional Insured. These issues are generally discussed in the contracts between the club and the facility selling the beverages.

# **Section V**

## **Claim Reporting Procedures**

*General Liability Claims*

*Accident Claims*

*Accident Investigation*

*First Report of Incident Form*

*(for liability incidences)*

*Accident Insurance “Fact Sheet”*

*Accident Claim form*

## **Insurance Claims Reporting Procedures**

Quick and complete reporting of insurance claims, as well as aggressive management of claims, has shown to greatly reduce the eventual cost of claims. This is important because the cost of insurance to U.S. Figure Skating, its clubs and Basic Skills programs is linked directly to the number of claims and the total cost of claims they experience. Therefore, it is paramount that every club and Basic Skills program be aware of the types of insurance that are in place, how to file claims correctly and completely, and techniques for working with insurance carriers to bring timely and efficient resolution of these claims. Many types of insurance policies have unique conditions for reporting a claim which, if not followed correctly, may forfeit or reduce coverage and expose U.S. Figure Skating, its clubs and Basic Skills program to additional liability and expenses. Especially regarding general liability claims, the quicker the claim process can be initiated, the less likely U.S. Figure Skating, its clubs and Basic Skills program may be involved in additional litigation and subsequent ill will. This also reinforces the importance of completing detailed accident investigations for participant and spectator injuries. It is important that all clubs and Basic Skills program and their designated supervisors familiarize themselves with the procedures and understand the importance of providing complete information regarding any and all insurance claims.

### **General Liability Claims**

U.S. Figure Skating, its clubs and Basic Skills program strive to provide quality programs for skaters to train in a safe and healthy environment. However, risk does exist for injury and therefore U.S. Figure Skating continues to provide risk management guidance to insure all activities and facilities are safe for the general public and users of the facilities. Most claims arising from general slips and falls in the facility should be reported to the rink owner/operator or supervisor immediately. An incident report should be completed, with special attention being noted to any witnesses of the accident. Obviously, if immediate medical attention is needed, the proper authorities should be contacted. (The rink owner/operator should know the name, telephone number and estimated time of response for the closest medical facility). With regard to skater injuries, the same procedures should be followed. Call for emergency medical personnel immediately, but follow up with completion of an incident report. Personnel of the rink, as well as coaches, should all be CPR and First Aid Trained. As with any injured person, try to make them as comfortable as possible until medical response arrives, but be cautious about moving them as that could cause further injury. Serious injuries should be reported immediately by calling American Specialty Insurance Services at 800.566.7941 with the incident report being faxed to 260.672.8835.

***General Liability Claims: American Specialty Insurance Services/Philadelphia Indemnity Insurance Company***

## **Accident Claims**

Members of U.S. Figure Skating, its clubs and Basic Skills program are automatically entitled to Excess Accident coverage. This coverage is secondary to any primary and collectible insurance (such as a personal medical policy, and employee's group medical policy or a parent's policy where the participant is a dependent). A claim form needs to be completed and submitted to U.S. Figure Skating within 60 days of the date of injury. Payments for medical services must be incurred within 104 weeks of the date of the injury. The claim form needs to be submitted to U.S. Figure Skating at 20 First Street, Colorado Springs, CO 80906, or via fax to 719-635-9548. Additional follow up may be made to American Specialty Insurance Services at 800-556-7941.

**Accident Claims Reporting: American Specialty Insurance Services/Mutual of Omaha**



American Specialty Insurance Services, Inc.

ATTN: Claims Department

142 N. Main Street, P.O. Box 459

Roanoke, IN 46783-0309

Phone: (800) 566-7941 Fax: (260) 673-1291

### FIRST REPORT OF INCIDENT

<b>DATE OF INCIDENT</b> _____ <b>TIME OF INCIDENT</b> _____ AM/PM Name of Team/Club/Organization: _____ Address: _____ Telephone Number: _____	<b>DOES THE INJURED PERSON HAVE OTHER MEDICAL INSURANCE?</b> <span style="float:right"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> If yes, please provide name of company and policy #: _____
---	--

<b>INJURED PERSON:</b> <input type="checkbox"/> Athlete <input type="checkbox"/> Official <input type="checkbox"/> Coach <input type="checkbox"/> Spectator <input type="checkbox"/> Employee <input type="checkbox"/> Volunteer <input type="checkbox"/> Other _____  Was injured person a member of _____ organization? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>DID THIS TAKE PLACE DURING:</b> <input type="checkbox"/> Practice <input type="checkbox"/> Competition <input type="checkbox"/> Club activity  <input type="checkbox"/> Pre-activity <input type="checkbox"/> Sanctioned event <input type="checkbox"/> During activity  <input type="checkbox"/> After activity <input type="checkbox"/> While traveling
--	---

<b>INJURED PERSON INFORMATION</b>		
<b>Last Name</b> _____	<b>First</b> _____ <b>Middle</b> _____	<b>Telephone Number</b> ( ) _____ <span style="float:right"><input type="checkbox"/> Single <input type="checkbox"/> Married</span>
<b>Address</b> _____		<b>Social Security Number</b> _____
<b>City</b> _____	<b>State</b> _____	<b>Employer and Address</b> _____
<b>Age</b> _____	<b>D.O.B.</b> _____ <input type="checkbox"/> Male <input type="checkbox"/> Female	

<b>GUARDIAN/PARENT (IF INJURED PERSON IS A MINOR)</b>			
<b>Last Name</b> _____	<b>First</b> _____ <b>Middle</b> _____	<b>Telephone Number</b> ( ) _____	
<b>Address</b> _____		<b>City</b> _____	<b>State</b> _____ <b>Zip</b> _____

**SUSPECTED PRE-EXISTING CONDITION:**  Yes  No

<b>INCIDENT LOCATION</b> <input type="checkbox"/> Competition area <input type="checkbox"/> Concession area <input type="checkbox"/> Parking lot <input type="checkbox"/> Admission area <input type="checkbox"/> Restrooms/locker rooms <input type="checkbox"/> Off property <input type="checkbox"/> Premises/grounds <input type="checkbox"/> Store area <input type="checkbox"/> Bleachers/stands  <b>CLASSIFICATION</b> <input type="checkbox"/> Facility or event related <input type="checkbox"/> Non-injury <input type="checkbox"/> Not facility or event related <input type="checkbox"/> Minor injury or illness <input type="checkbox"/> Serious injury or illness	<b>INCIDENT</b> <input type="checkbox"/> Assault/Sexual <input type="checkbox"/> Slip, bodily reaction <input type="checkbox"/> Assault/Non-Sexual <input type="checkbox"/> Slip/Fall <input type="checkbox"/> Fall (different level) <input type="checkbox"/> Eligibility <input type="checkbox"/> Fall (same level) <input type="checkbox"/> Aquatic <input type="checkbox"/> Caught in, on, between <input type="checkbox"/> Trip/Fall <input type="checkbox"/> Animal/insect bite/sting <input type="checkbox"/> Drug Testing <input type="checkbox"/> Collision (with object) <input type="checkbox"/> Overexertion <input type="checkbox"/> Collision (participant/participant) <input type="checkbox"/> Collision (participant/spectator) <input type="checkbox"/> Collision (spectator/spectator) <input type="checkbox"/> Struck by falling/flying object  <input type="checkbox"/> Auto/Property (also complete reverse side)	<b>MEDICAL SERVICES</b> <input type="checkbox"/> Antacid <input type="checkbox"/> Eye rinse <input type="checkbox"/> Aspirin <input type="checkbox"/> Glucose <input type="checkbox"/> Aspirin substitute <input type="checkbox"/> Ice Pack <input type="checkbox"/> Bandaged <input type="checkbox"/> Oxygen <input type="checkbox"/> Ointment/antiseptic <input type="checkbox"/> Rest <input type="checkbox"/> Removal <input type="checkbox"/> Splinted <input type="checkbox"/> CPR <input type="checkbox"/> Wrapped <input type="checkbox"/> Cleansed <input type="checkbox"/> Exam <input type="checkbox"/> Cold Pack <input type="checkbox"/> None <b>Treated by</b> _____
--	--	---

<b>PRIMARY INJURY</b> <input type="checkbox"/> Allergy <input type="checkbox"/> Dislocation <input type="checkbox"/> Nausea <input type="checkbox"/> Amputation <input type="checkbox"/> Electrical Shock <input type="checkbox"/> Stroke <input type="checkbox"/> Abrasion <input type="checkbox"/> Foreign Body <input type="checkbox"/> Burn <input type="checkbox"/> Laceration <input type="checkbox"/> Fracture <input type="checkbox"/> Death <input type="checkbox"/> Drowning <input type="checkbox"/> Heat Exhaustion <input type="checkbox"/> Pain <input type="checkbox"/> Hypertension <input type="checkbox"/> Cardiac <input type="checkbox"/> Illness <input type="checkbox"/> Cold Injury <input type="checkbox"/> Contusion <input type="checkbox"/> Sting/bite <input type="checkbox"/> Seizures <input type="checkbox"/> Concussion <input type="checkbox"/> Strain/Sprain <input type="checkbox"/> Tooth/Mouth	<b>BODY PART INJURED</b> <input type="checkbox"/> Eye (L/R) <input type="checkbox"/> Torso <input type="checkbox"/> Arm (L/R) <input type="checkbox"/> Nose <input type="checkbox"/> Back <input type="checkbox"/> Tooth <input type="checkbox"/> Neck <input type="checkbox"/> Face <input type="checkbox"/> Head <input type="checkbox"/> Ear (L/R) <input type="checkbox"/> Leg (L/R) <input type="checkbox"/> Knee (L/R) <input type="checkbox"/> Ankle (L/R) <input type="checkbox"/> Internal <input type="checkbox"/> Hip (L/R) <input type="checkbox"/> Shoulder (L/R) <input type="checkbox"/> Foot (L/R) <input type="checkbox"/> Elbow (L/R) <input type="checkbox"/> Hand (L/R) <input type="checkbox"/> Wrist (L/R) <input type="checkbox"/> Finger or Toe	<b>DISPOSITION</b> <input type="checkbox"/> Released to parent <input type="checkbox"/> Police <input type="checkbox"/> Refusal of care <input type="checkbox"/> Ambulance <input type="checkbox"/> Refer to doctor <input type="checkbox"/> Report only <input type="checkbox"/> Refer to hospital or clinic <input type="checkbox"/> Medical attention <input type="checkbox"/> EMS transport <input type="checkbox"/> Patient requested EMS transport <input type="checkbox"/> Released to personal vehicle
--	--	--

**Describe how the incident occurred:** \_\_\_\_\_

WITNESS INFORMATION		
NAME	ADDRESS	TELEPHONE NUMBER
1.		( )
2.		( )

**Signature of Coach or Official (with no relationship to claimant)** \_\_\_\_\_ **DATE** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**U.S. Figure Skating**  
**Basic Sports Accident Insurance Policy**  
**American Specialty Insurance Services, Inc./Mutual of Omaha**

**WHO IS COVERED?**

All members of U.S. Figure Skating, including club members and Basic Skills program members while participating in a duly sanctioned competition or club practice sponsored and supervised by U.S. Figure Skating and/or their member clubs or Basic Skills program.

**WHAT IS COVERED?**

- Injuries that occur at practices and competitions sanctioned or sponsored, and supervised by U.S. Figure Skating. Coverage is provided to the limits of the policy for medical/dental expenses and death/dismemberment as a result of a qualifying injury that occurs during an accident.
- Sickness is ***not covered***.
- Re-injury is considered a pre-existing condition. Potentially chronic injuries will be examined carefully as they have a tendency to recur.
- Chiropractic and Physical Therapy care will be limited.

**BENEFITS SUMMARY:**

- \$50,000 Excess Accident Medical Expense (*See definition of EXCESS below*)
- \$2,500 Deductible (per accident before benefits are payable)

**DEFINITIONS:**

- ***Excess Coverage:*** All benefits are payable on an EXCESS BASIS. This means that any other insurance—your personal policy, and employee group policy, a parent’s policy under which you are insured **MUST** pay the charges on each bill (that are payable under that policy’s contract) before this insurance will apply. Proof of these payments must be submitted to Summit America Insurance Services.
- ***Accident Medical Expenses:*** If, as a result of an injury, an insured incurs covered expenses starting within 60 days of the date of accident, up to \$50,000 will be paid for covered expenses incurred within 104 weeks of the initial injury. The claims must be filed within 60 days of the date of injury.
- ***Basis for Payment:*** “Usual and Customary” or “Reasonable and Customary” rates. Your doctor’s billing clerk will understand these terms. All benefits are paid at 100%.

**HOW TO INITIATE A CLAIM:**

- Request a claim form from your club or Basic Skills program or from U.S. Figure Skating. Also visit [www.usfigureskating.org](http://www.usfigureskating.org) and click on Member Services
- Send the completed claim form to U.S. Figure Skating, 20 First Street, Colorado Springs, Colorado 80906, attention: Member Services
- Follow up bills should be submitted to American Specialty Insurance Services, Inc./Mutual of Omaha, 142 N. Main Street, P.O. Bo 459 Roanoke, IN 46783-0309

**QUESTIONS?**

- Call U.S. Figure Skating at 719.635.5200 or Andrea Wright at Wells Fargo Insurance Services, Inc. at 800-332-9256 ext 100.

# **Section VI**

## **Contract Review**

*Introduction*

*Common Definitions*

*Review the Contract*

*Mutual Hold Harmless*

# Contract Review

## Introduction

A contract is a *legally binding agreement* between two competent parties who have each exchanged something of value. A large number of contracts member clubs and Basic Skills programs will encounter involve the use or occupancy of facilities, including land (municipalities). In exchange for the use of the property, the owner requests certain consideration, often monetary in nature. There is much that can be done to understand these documents prior to review by an attorney or actual execution.

The information contained in this report is offered as an aid to assist in identifying what to look for, and what alternatives exist once you have identified certain aspects of the contract/agreement. ***This does not, and should not, be relied upon in lieu of competent legal representation. WE RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY WITH RESPECT TO ANY CONTRACT.***

## Common Definitions

**Negligence:** This term often refers to the failure to use the care that is required to protect against a reasonable chance of harm. The general liability policy issued to U.S. Figure Skating, its member clubs and Basic Skills programs provides coverage for sums, which the organizations and individuals may become legally, obligated to pay as a result of their actions or negligence. When entering into a contract, it is important to identify which party becomes responsible for the negligence associated with injury or damage. Many times, the contract will ask that you assume full responsibility for all acts and losses whether they are a direct cause of your actions, or for actions of others. Legal representation can assist in determining those applicable statutes or regulations in your jurisdiction (state) which will permit or prohibit how negligence, including gross negligence are addressed.

**Hold Harmless:** This term is usually easily identified in the contract. The concept of holding another party harmless is to protect them, or make them whole as a result of a loss or damage. While it may be practical and appropriate to hold the other party harmless for losses that result from your actions, often times, they are asking that you hold them harmless for losses resulting from their actions, or the actions of others, beyond your control. This is not recommended.

**Indemnification:** The words indemnify and indemnification refers to protection against damage or loss. When a contract requires that you indemnify the other party, the agreement is stating that you indemnify the other party, the agreement is stating that you will reimburse them for any loss or damage they suffer as a result of the agreement.

**Waiver of Subrogation:** This term is simply the “right to recover losses paid”. In a contract, the other party is attempting to negate you, or your insurer from being able to come back to them to recover for losses paid. It is important to note that only your insurance company can waive their right to subrogation, and any time this term is used, the insurer *must* be made aware of the intent.

## Review the Contract

The process of initially reviewing the contract will assist you in identifying details that may be overlooked in an effort to concentrate on the larger and seemingly more significant provisions. The following are the steps you should take in your initial review:

- **Identify the parties to the agreement:** The parties to the agreement should be “you”, which will include you and any business names. The other party to the contract should be the entity or

organization you intend to contract with (i.e.-property owner). Be sure that “you” are designated correctly (i.e.-if you are a Corporation, then “ABC, Inc.” should be indicated as the party to the contract). Both parties should always use their formal legal names so that if a dispute arises later, you will be able to identify the proper party. ***Be sure you are clear with whom you are entering with in the agreement.***

- **Verify the dates of occupancy:** It is important that if the contract stipulates the dates you will be occupying the premises, that these dates are correctly stated. Errors may occur, and this would be the time to correct those errors.
- **Identify “who” is to sign the contract:** Make sure that your representative (if not you) has the authority to enter into the agreement. Additionally, be certain the individual representing the other party also has the authority to enter into the contract. If the person representing the other party is unknown to you, be sure to obtain some type of authorization that this person has authority. If questions arise in the future, you will know with whom they need to be discussed.
- **Obtain an original copy of the contract:** Make sure the copy of the contract you receive is an original copy, with clear, legible language. When contracts are copied multiple times or sent through fax machines, often times the language become difficult to read, or parts are illegible.
- **Be sure you have a copy of the complete agreement:** If the contract is larger than one page, it may be possible to be missing a page/pages. Be sure you know how many pages the contract is, and count to be sure each and every page is there. In the absence of numbered pages, scan the document to be sure that the first paragraph on each succeeding page completes the thought of the last paragraph on the preceding page.

## Review the Agreement

Once the contract has been presented to you, ***it is recommended that you have your attorney review the contract as well.***

***The primary objective during the review process is to be certain that the agreement properly defines your responsibility and objectives. Be sure that the date, location and incidental details (ancillary activities) are identified, and correct. Also review the items such as the condition of the property when returned and what authority you have are clearly included. This is the time to make certain that there is a clear distinction of whom is responsible for what, and that you are not assuming responsibility or agreeing to perform functions that should belong to the other party.***

It is important to be certain that you are not being required to provide for losses for things which are not covered by the insurance. The general liability policy excludes coverage for property in your care, custody and control. This would be property for which you have been given responsibility and authority and over which you exercise control.

Once you (and your attorney) have completed the review phase, you should have a very thorough understanding of exactly what the proposed contract demands of each party, and what responsibilities are being assumed by each.

## Example of Mutual Hold Harmless Language

*Party One* shall defend, indemnify, and hold *Party Two*, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of *Party One*, its officers, agents or employees.

*Party Two* shall defend, indemnify, and hold *Party One*, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of *Party Two*, its officers, agents or employees.

**Section VII**  
**Independent Contractors and**  
**Vendors**

*Exposures*  
*Minimum limits required*

# Contractors, Sub-Contractors and Vendors Risk Management Exposures

Minimum insurance requirements for contractors, vendors and sub-contractors are detailed below. Prior to providing services for U.S. Figure Skating, its member clubs and Basic Skills programs, contractors, sub-contractors and vendors must provide evidence of insurance coverage for the following areas of coverage that meet or exceed the corresponding levels of insurance coverage. Additionally, they will be required to name U.S. Figure Skating, its member club and/or Basic Skills program, as an Additional Insured.

From commencement of the contract, until completion, Contractor shall provide at its own expense and maintain in effect the following types and amounts of insurance with terms satisfactory to U.S. Figure Skating and with insurance companies carrying an A.M. Best Rating of A (Excellent) VII or better. The insurance required shall include a **“Severability of Interest”** clause, and the insurer shall agree to **waive all rights of subrogation** against U.S. Figure Skating, its member club and/or Basic Skills program and their officers, directors, employees, representatives, agents, volunteers and assigns for claims or losses arising under the contract. The Contractor’s insurance shall be primary as respects U.S. Figure Skating, its member club and/or Basic Skills program and any insurance of self-insurance maintained by U.S. Figure Skating, its member club and/or Basic Skills program shall be excess of and not contributory with Contractor’s insurance. The Contractor’s insurance shall contain an endorsement **adding U.S. Figure Skating, its member club and/or Basic Skills program (and others as required) as Additional Insured’s** on all policies except Workers’ Compensation. The U.S. Figure Skating will require a copy of the actual Additional Insured endorsement, and not simply a notation on the Certificate of Insurance. The Certificate of Insurance must also indicate that no policy will be cancelled or materially changed without providing a minimum of 30 days written notice to the Certificate Holder of such cancellation or material change. Additionally, a provision indicating any reduction or impairment of the aggregate will be provided to the Certificate Holder(s).

## Minimum Limits

- 1. Employer’s Liability and Workers’ Compensation:** Statutory limits as required by state law for all of its employee’s, including Employer’s Liability with limits of not less than \$500,000/\$500,000/\$500,000.
- 2. Commercial General Liability Insurance:** Coverage to be on an occurrence basis with limits of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, \$1,000,000 for Personal and Advertising Injury Liability, \$1,000,000 for Products and Completed Operations Liability and Contractual Liability insuring the obligations assumed by the contract, Independent Contractors, Premises damage no less than \$50,000 and Premises Medical Payments no less than \$5,000. The General Aggregate limit may be no less than \$2,000,000. Any deductibles or SIR’s will be so noted on the Certificate of Insurance.
- 3. Automobile Liability Insurance:** Coverage to include all owned, hired, leased, rented, non-owned and hired vehicles used in the performance of the contract, with limits of not less than \$1,000,000 Bodily Injury and Property Damage and \$1,000,000 of Uninsured/Underinsured Bodily Injury liability.
- 4. Umbrella Liability:** Coverage with limits no less than \$4,000,000 per occurrence to include Commercial General Liability, Automobile Liability and Employers Liability as underlying policies.

# **Section VIII**

## **Coaching Exposures**

*Code of Conduct*

*Employee or Independent Contractor*

*Coaching Questionnaire*

*Background Screening Program*

*Coaches Liability Application*

*Coaches Liability FAQs*

# **U.S. Figure Skating**

## **Coaches Code of Ethics, Standards and Conduct**

**MISSION STATEMENT:** To provide a standardized guideline of ethics, standards and conduct to ensure the quality, integrity and moral environment of U.S. Figure Skating.

**PURPOSE:** This information is intended to provide both the general principles and the decision rules to cover most situations encountered by coaches and instructors. It has, as its primary goal, the welfare and protections of the individuals and groups with whom coaches work. This is also designed to provide a common set of values. It is the individual responsibility of each coach to aspire to the highest possible standards of conduct. Coaches should respect and protect human civil rights, and should not knowingly participate in or condone unfair discriminatory practices. Above all, coaches of young people can have great influence on developing athletes who are reliant on these coaches for the basic instruction and guidance necessary to reach the top levels. Coaches can have tremendous power over these athletes in their quest to the top. This power must not be abused. Therefore, we have set forth these codes of ethics and conduct to guide our coaches and protect our athletes for the mutual benefit of all concerned.

### **GENERAL PRINCIPLES:**

- **Competence:** Coaches strive to maintain high standards of excellence in their work. They recognize the boundaries of their particular competencies and the limitations of their expertise. They provide only those services and use only those techniques for which they are qualified by education, training and/or experience. In those areas, where recognized professional standards, do not yet exist, coaches exercise careful judgment and take appropriate precautions to protect the welfare of those with whom they work. They maintain knowledge or relevant scientific and professional information related to the services they render, and they recognize the need for ongoing education. Coaches make appropriate use of scientific, professional, technical and administrative resources.
- **Integrity:** Coaches seek to promote integrity in the practice of coaches. Coaches are honest, fair and respectful of others. In describing or reporting their qualifications, services, products, or fees, they do not make statements that are false, misleading or deceptive. Coaches strive to be aware of their own belief systems, values, needs and limitations and the effect of these on their work. To the extent feasible, they attempt to clarify for relevant parties, the roles they are performing and to function appropriately in accordance with those roles. Coaches avoid improper and potentially harmful dual relationships.
- **Professional Responsibility:** Coaches uphold professional standards of conduct, clarify their professional roles and obligations, accept appropriate responsibility for their behavior, and adapt their methods to the needs of different athletes. Coaches consult with, refer to, or cooperate with other professionals and institutions to the extent needed to serve the best interest of their athletes, or other recipients of their services. Coaches moral standards and conduct are personal matters to the same degree as is true for any other person, except when the coaches conduct may compromise their responsibilities or reduce the public's trust in coaching. Coaches are concerned about the ethical compliance of their colleagues' conduct. When appropriate, they consult with their colleagues in order to prevent or avoid unethical conduct.

- ***Respect for Participants and Dignity:*** Coaches respect the fundamental rights, dignity and worth of all participants. Coaches are aware of cultural, individual and role differences, including those due to age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language and socioeconomic status. Coaches try to eliminate the effect on their work of biases based on those factors, and they do not knowingly participate in or condone unfair discriminatory practices.
- ***Concern for Others Welfare:*** Coaches seek to contribute to the welfare of those with whom they interact. In their actions, coaches consider the welfare and rights of their athletes and other participants. When conflicts occur among coaches obligations or concerns, they attempt to resolve these conflicts and to perform their roles in a responsible fashion that avoids or minimizes harm. Coaches are sensitive to differences in power between themselves and others, and they do not exploit nor mislead other people during or after their relationship.
- ***Responsible Coaching:*** Coaches are aware of their ethical responsibility to the community and the society in which they work and live. They apply and make public their knowledge of sport in order to contribute to human welfare. Coaches try to avoid misuse of their work. Coaches comply with the law and encourage the development of law and policies that serve the interest of sport or activity. The coach shall strive to serve as a leader and model in the development of appropriate conduct for the athlete both within and beyond U.S. Figure Skating setting. The coach shall strive to use strategies in practice and competition and that are designed to encourage play within the letter and spirit of the rules. The coach shall strive to keep the concepts of winning and losing in proper perspective. The coach shall strive to enforce policies and rules with fairness, consistency and an appreciation for individual differences.

#### ***ETHICAL STANDARDS:***

- ***Competence:*** Coaches should not undertake these duties until they have first obtained the proper training, study and advise that they are competent to do so.
- ***Maintaining Expertise:*** Coaches should maintain a level of experience through continued education and experience and shall strive to acquire additional education and experience through sources available to them.
- ***Respecting Others:*** Coaches shall respect the rights of others values, opinions and beliefs even if they differ from their own.
- ***Nondiscrimination:*** Coaches should not engage in discrimination based upon age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language, socioeconomic status, or any other basis as proscribed by law.
- ***Sexual Harassment:*** Coaches do not, under any circumstances, engage in sexual harassment which includes solicitation, physical advances, verbal or non-verbal conduct which is sexual in nature and will respond to complaints of such a nature to respondents with dignity and respect.
- ***Personal Problems or Conflicts:*** Coaches have a responsibility to be aware if there are personal problems or conflicts, which may affect their ability to work with athletes. They should also be able to identify problems affecting their athletes, which could potentially create situations that place their athletes in harm or danger of injury, and take the appropriate steps to remove the athlete from this environment.

**COACHES CODE OF CONDUCT:**

- Obey and abide by all U.S. Figure Skating published rules, regulations and procedures.
- Maintain exemplary standards of personal conduct.
- Obey all State, National and International Laws.
- Do not use alcohol, illegal drugs or substances, which could impair your ability or judgment as a coach.
- Refrain from using any profane or abusive language.
- Accept no gratuities or gifts from Athlete members.
- Refrain from fraternization with Athletes.
- No sexual harassment or sexual misconduct with any Athlete
- Teach and support the Athletes fairly and equitably.
- Do not discriminate against any Athlete

I understand that as a U.S. Figure Skating coach, I have assumed certain responsibilities to prepare, develop and be an advocate and role model for U.S. Figure Skating. I agree to the “Coaches Code of Conduct”, have read the “Coaches Code of Conduct” and understand what is expected of me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## Employee or Independent Contractor

Most states, with regard to Workers' Compensation coverage, follow substantially the same rules as those agencies governing unemployment benefits. A business cannot avoid being an employer for the purposes of Workers' Compensation merely by calling the other person a subcontractor or an independent contractor. Typically, a person who performs services for pay for another shall be considered an employee unless that person meets **BOTH** the following requirements:

1. *Free from control and direction of the other (unless control is exercised under the requirements of any state or federal statute or regulations); and*
2. *Customarily engaged in an independent trade, occupation, profession, or business related to the service performed.*

Independence may be proven through a written document signed by both parties, which shows that the business for which services are performed **does not**:

1. Require the person to work ONLY for the business for whom services are performed (except that the person may decide to work only for the business for a definite period)
2. Establish a quality standard for the person (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the person as to how the work will be performed)
3. Pay a salary or an hourly rate instead of a fixed or contract rate
4. Terminate the work of the service provided during the contract period unless the person violates the terms of the contract or fails to process a result that meets the specifications of the contract
5. Provide more than minimal training for the person
6. Provide tools or benefits to the person (except that a completion schedule and a range of agreeable work hours may be established)
7. Dictate that time of performance (except that a completion schedule and a range of agreeable work hours may be established)
8. Pay the person personally instead of making payment or checks payable to the trade or business name of such person
9. Combine the business operations in any way with the business operations of the person instead of maintaining all such operations separately and distinctly

If a written contract is intended to be used to prove that the person is an independent contractor, it SHOULD contain the following disclosure in type, which is larger than the other provisions in the document or in bold face or underlined:

**THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THE INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAXES ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

All signatures on the written contract (provider and organization contracting with) SHOULD BE NOTARIZED.

**Coaching Questionnaire for  
U. S. Figure Skating, member clubs and Basic Skills programs  
(Starting Date) Through (Ending Date)**

All coaches who are granted permission to coach for U.S. Figure Skating, their member clubs and Basic Skills programs must complete this application prior to being permitted to coach. This application form is not intended to be an employee-employer agreement. It is understood that many different contractual arrangements may exist between the coach and U.S. Figure Skating and/or their clubs or Basic Skills programs.

**1. GENERAL INFORMATION**

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax # \_\_\_\_\_

E-mail \_\_\_\_\_ Drivers License# \_\_\_\_\_

Social Security # \_\_\_\_\_ Citizenship \_\_\_\_\_

**2. INSURANCE**

Do you have professional liability insurance in force with a minimum limit of liability of \$1,000,000? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, through what insurance company? \_\_\_\_\_

PLEASE INCLUDE A COPY OF YOUR CERTIFICATE OF INSURANCE  
AND NAME US Figures Skating Association AS AN ADDITIONAL INSURED.

**3. BACKGROUND INFORMATON**

Have you ever been convicted of a felony? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain circumstances \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list prior coaching/instruction affiliations:

**Name and Address of Organization**                      **Contact Person and Dates**

1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I certify that all information provided is true and accurate and have been provided to the best of my ability. U.S. Figure Skating retains the right to terminate any and all agreements at any time with or without cause. By signing this document, I agree to submit to a polygraph test and/or drug test if requested and understand that a background check may be conducted.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Coaches/Instructors Background Screening Program**

### **Why Conduct Criminal Background Checks?**

Child abuse and other forms of abuse occur everyday and youth sports and activities are not immune. This is a complex issue in which every enterprise working with youth, and adults, needs to become proactive. An alarming number of coaches and instructors have a history of involvement in incidents of violence and/or sexual misconduct in youth activities turning children into innocent victims. While some organizations have implemented background screening, many are unclear on what to do, thereby leaving a window of opportunity open to potential predators.

Conducting effective criminal background checks should involve the assistance of professionals. This program will:

- Effectively conduct criminal background and sex offender registry checks
- Relieve your organization from the burden of criminal background checks, which are a part of the overall screening process
- Give your organization, and it's franchisee's peace of mind that it has exercised reasonable diligence in the appointment of coaches and instructors
- Provide solid evidence for the procurement of insurance including coverage for Sexual Abuse and Molestation coverage
- Criminal background checks are optional for 2007-2008. They will be mandatory for 2008-2009.



## US Figure Skating Background Screening Policy

For this season, U.S. Figure Skating's Board of Directors approved mandatory background checks effective immediately as follows:

*Individuals assigned to the following positions as a member of a U.S. team delegation for an international competition must pass a mandatory background check:*

*Team Leader, Assistant Team Leader, Team Doctor, Team Physiotherapist, any other designated official team support person, and any U.S. Figure Skating staff member that is part of the official delegation.*

*For the 2008-2009 skating season, all U.S. Figure Skating coaches will need to register as a coach, show proof of coaches liability insurance and agree to a mandatory background check in order to be a member in good standing and have rights to teach during all sanctioned events.*

This action was approved due in part from the United States Olympic Committee stating that mandatory background checks will be in effect for the 2010 Winter Olympic Games.

U.S. Figure Skating elected to contract with the National Center for Safety Initiatives (NCSI) to conduct all background searches as this is the same process that the USOC is using for their screening program.

### **1. Introduction**

US Figure Skating requires background searches on individuals working directly with skaters to provide a safe and secure environment.

### **2. Designated Individuals to be Checked**

Effective July 1, 2008, background searches shall be conducted on all coaches who want to be members of US Figure Skating. All coaches shall have a background search completed as a condition of membership in US Figure Skating. In addition, background searches shall be conducted on all individuals who are named to a U.S. Team for international competitions, ISU competitions and the Winter Olympic Games (including, but not limited to, team leaders, team doctors, team physiotherapists, and any other assigned official). In addition, it is strongly recommended that all members of the U.S. Figure Skating Board of Directors submit to a background check as soon as practical after each election.

### **3. Search Organization**

The National Center for Safety Initiatives ("NCSI") shall be the authorized search organization that performs background searches for US Figure Skating. NCSI is a full-service screening organization that works in accordance with the Recommended Guidelines established by the National Council on Youth Sports ("NCYS"). NCSI operates as an independent company, but is owned and governed in partnership with NCYS.

In addition to conducting the background search, NCSI is responsible for interpreting the search results, communicating with the applicant regarding the search result, and reporting to US Figure Skating all search results. NCSI will also be responsible for complying with the Fair Credit Reporting Act and maintaining the confidentiality of information obtained in the background search process.

#### **4. Procedure for Registration for Background Check**

NCSI will develop a background check authorization and disclosure form for US Figure Skating via a secure website. NCSI will provide US Figure Skating with the website information so US Figure Skating can communicate with those individuals designated to be checked on how to access the site and register for a check. Designated individuals must complete the online background check authorization and disclosure form prior to participation as a U.S. Team member or, as applicable, prior to registration for membership in US Figure Skating.

#### **5. Information to be Checked**

All individuals screened for US Figure Skating shall undergo a background check that includes:

- Two independent national databases;
- Sex offender registries of all available states;
- Social Security Number and address verification;
- Federal terrorist database search;
- Non-database (county courthouse runner) search of county criminal records in the jurisdiction of longest and most recent residence in the past five years; and
- International background checks for countries where the individual has lived, worked, or studied for three or more consecutive months during the past five years.

#### **6. Findings**

NCSI will issue results to the applicant and US Figure Skating based on a “Red Light/Green Light” system. A “Green Light” or “meets the criteria” finding indicates an individual is suitable for participation in US Figure Skating with regard to the background search. A “Red Light” finding means the individual “does not meet the criteria” and is not suitable for participation in US Figure Skating with regard to the background search. If questions arise concerning a background search, the applicant will be contacted by NCSI and provided the opportunity to correct potential errors in the applicant’s record or provide additional information prior to issuing a “Red Light”. In such situations, the US Figure Skating Executive Director may also be contacted.

A conviction or disclosure from an applicant that contains the following information will be flagged as a “Red Light” or “does not meet the criteria”:

- Any felony (any crime punishable by confinement of greater than one year);
- Any lesser crime involving force or threat of force against a person;
- Any lesser crime in which sexual relations is an element, including “victimless” crimes of a sexual nature (including pornography);
- Any lesser crime involving controlled substances (not paraphernalia or alcohol);
- Any lesser crime involving cruelty to animals; or
- Any sex offender registrant.

Additionally, the following information will result in further investigation involving the applicant and the appropriate courts, which will lead to a determination of either a “Red Light” or a “Green Light”:

- An arrest of one or more of the criterion offenses with no disposition noted;
- Expunctions, restoration of rights, or pardons of a criterion offense;
- Any charge involving a child resulting in a disposition favorable to the applicant; or
- An arrest or conviction where it is not readily apparent if drugs or alcohol are involved.

The above criteria are contained within the guidelines developed by the NCYS and have been adopted by NCSI. The NCYS considers the criteria for a “Red Light” or “does not meet the criteria” findings to be consistent with the principles of the federal PROTECT Act of 2003.

## **7. Review of Background Search Findings**

Should an applicant contest the content of a record provided to the applicant as part of the US Figure Skating background search, the applicant may seek an appeal of the record with NCSI pursuant to the Fair Credit Reporting Act.

Should an applicant contest a US Figure Skating decision to deny membership or participation based on a “Red Light” finding resulting from the background search, the applicant has the right to appeal the decision to US Figure Skating pursuant to a process established by US Figure Skating.

### **Contact information for NCSI:**

If a US Figure Skating member club wants to setup an account to do background checks with NCSI they will need to contact NCSI and sign their own Data Access Agreement for their account. In order to apply for a new account, the club will come to the NCSI website <http://www.ncsisafe.com> and click “Apply for New Account”. They will fill out the form and use U.S. Figure Skating’s “Parent ID” which is ‘USFI9912’ on the account application form. This ID will designate them as a club account under U.S. Figure Skating’s overall account and the main account setup pieces will be the same as U.S. Figure Skating.

These are:

- 1) Criteria
- 2) Pricing (\$20, no fees)
- 3) Length of time between checks (1 year)
- 4) Recheck (6 months)

The club will be responsible for their account’s use and payment for services but U.S. Figure Skating will be able to view the determinations within the club account. The club will have the ability to add additional searches (ex: Motor Vehicle Reports) to their individual account.

**Matt Monroe**  
**Director of Business Development**  
**21403 Chagrin Blvd, Ste 200**  
**Beachwood, OH 44122**  
**Toll Free: (866) 833-7100 x105**  
**Phone: (216) 561-9700**  
**Fax: (216) 561-9701**



## 2007-2008 U.S. Figure Skating Coaches Liability Insurance

<b><i>ELIGIBILITY:</i></b>	<i>All registered U.S. Figure Skating Coaches</i>
INSURANCE CARRIER:	Philadelphia Indemnity Insurance Company
PROGRAM ADMINISTRATOR:	American Specialty Insurance Services, Inc.
INSURANCE BROKER:	Wells Fargo Insurance Services, Inc. 5755 Mark Dabling Blvd, Suite 300 Colorado Springs, CO 80919  Phone: 800-332-9256 ext 100  <b><i>Fax: 719-592-0799</i></b>
LIMIT OF INSURANCE:	\$1,000,000 per occurrence
COVERAGE HIGHLIGHTS:	Participant Liability coverage personal injury, including libel, slander and defamation of character. The policy provides coverage for all skating and skating-related activities of the coach.
POLICY TERM:	July 1 <sup>st</sup> through June 30 <sup>th</sup>
ANNUAL PREMIUM:	\$105 (Premium of \$80 plus 25.00 Administration Fee). <b>Premiums cannot be pro-rated</b>

## U.S. Figure Skating Coaches Liability

**1. What does the insurance cost?**

The cost of the insurance, including Administrative fees is \$105 annually. The policy runs from July 1 through June 30. Premiums cannot be pro-rated. For example, if you apply for coverage on February 12, your insurance will cost \$105, and you will then need to renew coverage for a July 1 effective date, and pay the full annual premium again at that time.

**2. When does my insurance become effective?**

Your insurance is effective the date we receive your application. If submitted electronically, your effective date will be the date received electronically. If you mail an application, then the date the application received by the underwriter will be your effective date. A certificate of insurance will be issued to you, mailed to the address on the application within two weeks.

**3. Do we accept credit cards?**

Yes. You may apply on-line with your credit or debit card. We also accept EFT (Electronic Funds Transfers) from your checking account.

**4. What is an “Additional Insured”?**

An additional insured, such as a club or rink/venue provides insurance coverage for that club or rink for your activities. If the club or rink is named as a defendant in an action involving your coaching activities, the insurance will provide defense and/or indemnification.

**5. How many “Additional Insured’s” may I list?**

You may have as many Additional Insured as they require. However, if a club or rink does not specifically request you to name them as an Additional Insured, we suggest that you not specifically ask them if they want to be named. You should only name those who ask you first.

**6. What does this insurance protect me against?**

The insurance provides coverage for you in your coaching activities against allegations resulting in your negligence causing a third party (your student) to be injured. The limit of liability per occurrence is \$1,000,000. There is no deductible, and the insurance company will provide defense for you within the terms of the insurance contract. If the act you committed is found to be intentional, no coverage applies.

**7. Do I have coverage for “Sexual Misconduct”?**

Yes, coverage for Abuse and Molestation is included

**Section IX**  
**Waiver & Releases**

## WAIVER AND RELEASES

### *FREQUENTLY ASKED QUESTIONS*

#### **WHAT IS A WAIVER AND RELEASE?**

A Waiver and Release is a legal document whereby an individual acknowledges by their signature, their understanding that the sport or recreational activity they desire to participate in carries certain risks of physical injury, including death, dismemberment, paralysis and other serious injuries. They further agree not to litigate to recover for damages as a result of those injuries.

#### **WHAT IS PARENTAL/LEGAL GUARDIAN INDEMNIFICATION AND WHY DO WE NEED IT?**

Legally, a minor cannot waive their rights. Additionally, public policy states that the Statute of Limitations does not begin until the minor reaches the age of majority (typically 18 years of age). The Statute of Limitations varies by jurisdiction, but is generally from 2 to 4 years. As a rule, the Assumption of Risk contained in the properly written Waiver and Release will remain valid.

Parental/Legal Guardian Indemnification simply states that in the event a minor reaches the age of majority and elects to litigate for injuries sustained when a minor, the parent contractually agrees to indemnify for all costs (both defense and indemnification) associated with the litigation.

A Waiver and Release for a minor without Parental Indemnification basically has no value.

#### **WHAT ARE THE ELEMENTS AND COMPONENTS OF AN EFFECTIVE WAIVER AND RELEASE?**

Several Elements need to be included in the Waiver and Release for it to be considered an effective document:

- The release language is clear and understandable
- The release language is unambiguous
- The release language is comprehensive
- The release is clearly titled “Waiver and Release” (not “Membership Application” or “Sign-up Sheet”)
- The release specifically describes the activity the participant is participating in.
- The release states that the releasees are being released of negligence
- The release remains silent with regard to “Gross Negligence” or “Willful and Wanton Negligence”
- The release contains a “Severability Clause” (this allows for certain elements of the waiver to be dismissed but other elements to remain in effect)
- The release contains “Heirs, Assigns, Estates, etc.” as releasees
- The release includes language that the participant “understands the risks of participation” (assumption of risk language), they are “physically able to participate” and warns “I assume the risk of participation”
- The release should be in language consistent with a contract, which includes consideration “In consideration of being allowed to participate in.....”
- The release should have the signature, printed name and date lines directly at the bottom of the Waiver and Release language
- The release for minors (those under the age of 18) should include parental signature, printed name of the parent/guardian and date at the bottom of the Waiver and Release language
- The release for minors Parental Indemnification language must include the parent/guardians acknowledgment of understanding and agreement (for the indemnification)

## **WHY SHOULD WE ENCOURAGE WAIVER AND RELEASE LANGUAGE ON BOTH THE MEMBERSHIP APPLICATION AND AT EACH EVENT?**

Membership Waiver and Release forms NEED to be signed no further apart than once a year. When a defendant to move for Summary Judgment has presented an aged Waiver and Release, plaintiffs have protested that those rights waived were considered distantly in the past. A Waiver and Release signed less than a year prior to the injury proves to be an effective tool.

Event Waiver and Release forms are the most effective tools for obtaining successful motion for Summary Judgment. The basis of this success stems from defense presentation of a document signed the same day, or within days of the injury. Additionally, event waiver generally describes the specific event the participant was participating in at the time of the injury. The strength of a waiver intensifies when we are able to present both Membership and Event waivers, as it is difficult for a plaintiff to argue that they did not understand the risks of participation, or the rights they were giving up when they signed both forms.

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

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

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. **FULLY UNDERSTAND** that: (a) **THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks")**; (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW**; (c) there may be **OTHER RISKS** or **SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation, or that of the minor, in the Activity.

3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the sanctioning organization(s), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Activity is conducted, (each of the forgoing shall be considered one of the **RELEASEES** herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS**; AND I **FURTHER AGREE** that if, despite this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** I, or anyone on my behalf, makes a claim against any of the Releasees, I **WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

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

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

PARTICIPANT'S SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**(Street)**

**(City)**

**(State)**

**(Zip)**

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

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

Below section must be completed by Parent/Guardian for any participant under the age of 18.

## **MINOR RELEASE**

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

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

I HAVE READ THIS RELEASE

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

I HAVE READ THIS RELEASE

ADDRESS: \_\_\_\_\_

(Street)

(City)

(State)

(Zip)

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

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

# **Section X**

## **Club Directors and Officers Liability**

*Responsibilities of a Board Member*  
*Volunteer Protection Act of 1997*  
*Club Program FAQs*

## Responsibilities of a Board Member

Individually, and as a group, members of a nonprofit (501c3) Board of Directors are legally and morally responsible for the activities of organization. As a general rule, board members are solely responsible for determining the association's policies.

Responsibilities are generally categorized into three areas:

**Planning:** One of the primary responsibilities of the board is to establish goals and objectives that support the associations mission statement. Careful consideration of all the factors is essential in developing strong plans. It is generally accepted that the responsibility of administering these plans will rest with the national office.

**Directing:** Through its leadership skills, specific objectives and effective communication skills, a board should be able to guide the association and supervise the overall objectives in a successful manner. There is a five-part plan, which assists in this goal:

- *Determine the tasks to achieve the set goals*
- *Conduct research and evaluate information received*
- *Determine the tools required to obtain the objectives*
- *Set standards, budgets and timeframes*
- *Prepare clear and effective instructions for success*

**Financial Management:** Each member of the board should be able to understand basic financial reports, statements and future projections. The legal responsibility for the Association's financial success, its ability to pay debt and support athlete programs is the responsibility of the board. Financial matters are typically assigned to the executive director and their chief financial officer or controller, but the ultimate responsibility for financial stability rests with the board. The board has an obligation to the association's members to maintain the financial integrity of the organization. In this regard, there are four obligations, which the board owes to the organization:

- *Oversee the development of the organization's budget and monitor the execution of the budget*
- *Provide support in the effort to raise sponsorship revenue and ensure that adequate funds are raised which support the organization*
- *Review and analyze the property of investments*
- *Ensure financial accountability*

# **BOARD MEMBER RESPONSIBILITIES**

(Standards of Conduct)

## ***Duty of Loyalty***

### **Conflict of Interest**

Duty of Fairness  
Association Opportunity  
Confidentiality

## ***Duty of Care***

### **Good Faith**

Diligence and Care  
Ordinarily Prudent Person  
Under Similar Circumstances

## ***Duty of Attention***

### **Attendance**

Review of Information  
Critical Analysis  
Monitor Delegations

Nonprofit sports organizations require two governing parties to operate successfully:

- The Executive Director and staff
- The Board of Directors

The executive director's responsibility is to give input to the Board of Directors so the board is able to make informed decisions regarding the direction of the organization. In addition, the executive director takes direction from the board in implementing policies, procedures and directions which guide the organization in fulfilling the needs associated with the management of a sports organization and their daily operations.

The principal role of the Board of Directors of a nonprofit sports organization is to maintain the financial integrity of the organization, provide the necessary resources to accomplish the set goals, and comply with all legal requirements which the organization is required to adhere to.

Legal duties of the board members are distinct and vital to the success of the organization:

# **Volunteer Protection Act of 1997**

## **Findings and Purpose:**

- The willingness of volunteers to offer their services is deterred by the potential for liability actions against them
- Many nonprofit organizations have seen a withdrawal of volunteers from boards of directors and service in other capacities due to being adversely affected by service to these boards
- The contributions of these organizations to communities is diminished, resulting in fewer and higher cost programs which would be obtainable if volunteers were participating
- Protect of volunteerism through clarification and limitation of the personal liability risks assumed by the volunteer in connection with such participation is an appropriate subject for federal legislation
- Due to high liability costs and unwarranted litigation costs, volunteers and nonprofit organizations face higher costs in purchasing insurance to cover their activities
- Clarifying and limiting the liability risk assumed by volunteers is appropriate to offset the problems created by legitimate fears of volunteers about frivolous, arbitrary or capricious lawsuits

## **Limitation of Liability for Volunteers:**

- The volunteer was acting within the scope of the volunteer's responsibilities in the nonprofit organization at the time of the act or omission
- If appropriate or required, the volunteer was properly licensed, certified, or authorized by the appropriate authorities for the activities or practice in the state in which the harm occurred, where the activities were or practice was undertaken within the scope of the volunteer's responsibilities in the nonprofit organization
- The harm was not caused by willful or criminal misconduct, gross negligence, reckless misconduct or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer
- The harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft or other vehicle for which the state required the operator or the owner of the vehicle, craft or vessel to possess an operator license and/or maintain insurance

## **Exceptions to Limitations on Liability:**

- The act shall not apply if the misconduct constitutes a crime of violence for which the defendant has been convicted in any court
- The misconduct constitutes a hate crime
- The misconduct involves a sexual offense for which the defendant has been convicted in any court
- The misconduct determines that the defendant has been found to have violated a federal or state civil rights law
- The misconduct occurred when the defendant was under the influence of intoxicating alcohol or any drug at the time of the incident

# **U.S. Figure Skating**

## **Club Directors and Officers Liability Program**

**1. Why should our club purchase this insurance?**

Directors and Officers Liability coverage provides protection for the club for allegations of “Bad Decisions” or “Wrongful Acts”. The General Liability coverage provided to the clubs through U.S. Figure Skating provides coverage for allegations of negligence, which result in bodily injury to a skater or property damage to property. The directors and officers coverage acts as wrap around policy to provide protection for issues NOT related to bodily injury or property damage.

**2. What are some examples of claims, which would be covered under Directors and Officers Liability coverage?**

Claims of discrimination, such as age, race, sex or handicap would be considered under this policy. If the club decides to dismiss a pro/coach for any of these reasons and the coach decides to sue the club, coverage should be triggered. Failure to enforce rules or bylaws have been potential claims. Decisions beyond the authority of the board granted in the bylaws of the clubs have also been potential claims. Failure to properly manage the financial affairs of the club may also be potential claims. Wrongful dismissal, rejection or suspension of club personnel, coaches or skaters have also become potential claims and general failure to conduct your due diligence as a board member are issues which are generally covered by this insurance.

**3. Are my legal fees covered?**

Yes, legal fees are covered. However, we must first be notified of the potential claim, and the insurance company must approve selection of legal counsel before any legal fees are covered.

**4. Who is covered under this insurance?**

The club as an entity is covered, as well as all directors, officers, employees and volunteers.

**5. What is the limit of insurance?**

The policy provides a limit of \$1,000,000. This limit includes all defense costs.

**6. How much does this insurance cost?**

The insurance is priced based upon the annual revenue of the club. Please contact Wells Fargo Insurance Services, Inc. at 800-332-9256 ext 100 to add in getting a quote.

**7. What is the policy deductible?**

There is no deductible. All defense and indemnification is paid on a first dollar expense.

**8. How do I apply for coverage?**

Please contact Wells Fargo Insurance Services at 800-332-9256 ext 100. Andrea Wright will assist you in the application process. You may also reach her by email at [andrea\\_wright@wellsfargois.com](mailto:andrea_wright@wellsfargois.com)

**9. When is my insurance effective?**

Your insurance is effective the date that you apply for coverage and runs for a full 12-month policy period.

# **Section XI**

## **Samples**

*U.S. Figure Skating Policy Statement  
on Harassment and Abuse*

*U.S. Figure Skating's Principles  
of Ethical Behavior and Conflict of Interest  
Prospective Club Volunteer Information Sheet  
Club Board Member Agreement*



# U.S. Figure Skating

## Policy Statement on Harassment and Abuse

The U.S. Figure Skating (USFSA) strives to provide a safe environment for its members and to protect the opportunity of its members to participate in our sport in an atmosphere that is free of harassment and abusive practices. The Association will not tolerate or condone any form of harassment or abuse of any of its members including coaches, officials, directors, employees, parents, athletes, and volunteers - or any other persons - while they are participating in or preparing for a figure skating activity or event conducted under the auspices of the USFSA.

### Definitions

#### 1. Harassment

Harassment is defined in various sources such as case law, state legislation, sports organization and professional association codes of conduct and training manuals, corporation and workplace documents, and human rights commission materials. The USFSA has not adopted any specific definition of harassment, choosing instead to defer to such general sources and definitions for reference and application, depending upon the circumstances. The following, however, presents a general overview.

- a. Behavior: Any improper or inappropriate comment, action, or gesture directed toward a person or group that is related to race, ethnicity, national origin, religion, age, gender, sexual orientation, disability, or other personal characteristics.
- b. Environment: Creation of an environment through behavior or course of conduct that is insulting, intimidating, humiliating, demeaning, or offensive.

Harassment usually occurs when one person engages in abusive behavior or asserts unwarranted power or authority over another, whether intended or not. It includes, for example, name-calling, taunts, threats, belittling, unwelcome advances and requests for sexual favors, as well as undue pressure to perform or succeed. Harassment includes child abuse.

#### 2. Child Abuse

A legal definition of child abuse exists in each state, which the USFSA will adopt for purposes of enforcing this policy. A child is someone under the age of 18 or who has not attained the age of legal majority in the state in which he or she resides.

It can include physical contact - or the threat of it - that intentionally causes bodily harm or injury to a child. This includes, for example, hitting, shaking, kicking, shoving a skater into a barrier, etc., as well as forcing an individual to skate when he or she is injured, or mandating excessive exercise as a form of punishment.

It can include touching for the purpose of causing sexual arousal or gratification that involves a child, or forcing a child to pose for or watch pornographic materials. This includes, for example, rape, incest, fondling, exhibitionism, and sexual exploitation.

It can include chronic attacks on a child's self-esteem. This includes, for example, such psychologically destructive behavior as ridiculing, screaming at or swearing at, racism, threatening, stalking, hazing, and isolating.

It can include chronic inattention to a child's basic needs by someone responsible for the child's welfare. This includes, for example, improper supervision, not providing adequate food or rest, inadequate medical or dental care, and unsafe equipment or facilities.

## **Procedures for Reporting Child Abuse**

### 1. Contact a Local Child Protection Agency

a. **Mandated Reporters:** A key legal protection for children and youth across the United States is the requirement that, following special training in the identification and reporting of child abuse, people involved in certain occupations must report suspected child abuse to a local law enforcement agency or local public child welfare agency or both, depending on state law. These mandatory reporter occupations include health practitioners, teachers, social workers, psychologists, clergy, firefighters, police officers, day camp administrators and youth organization and youth recreation program employees and coaches, among others, as prescribed by state law.

Therefore, if mandated reporters observe abuse or suspect abuse of a young skater, they are required by law to report it immediately. Mandated reporters may be USFSA team physicians, sport psychologists, or certain rink employees. They are not required to disclose the fact that they made such a report to the parent or guardian, nor are they supposed to investigate the situation. They will obtain only enough information to report a "reasonable suspicion." The reporters' identity is confidential and will only be disclosed between cross-reporting child protection agencies.

b. **Other Observers:** If any form of child abuse is observed or suspected by a non-mandated reporter, that person should immediately telephone either a local law enforcement or a public child welfare agency and make a report. (If more than one child protection agency exists, many states require that they cross-report.) Some communities provide a child abuse hotline for this purpose.

Even if observers are unsure as to whether or not an action, incident, or situation meets their state's legal definition of child abuse, they should report it. Child safety must be the most important consideration. To encourage this, the reporter's identity is always kept confidential.

The local child protection agency is then responsible for assessing the matter and conducting any investigation. That agency is also responsible for informing the reporter as to what determination it made and what actions it took as a result of its evaluation.

*Observers should not attempt to handle the situation themselves or investigate the circumstances.* Instead, they must report the matter to their local child protection agency.

### **Procedures for Reporting Harassment**

Harassment, as defined herein, between or among USFSA members, shall be reported to the chair of the Ethics or Grievance Committee as soon as is practicably possible, per ECR 2.00 and GCR 2.00.

Depending on the nature and/or severity of the harassment, the reporter may also choose to contact a local law enforcement agency or seek assistance from a local or state human rights commission.

### **Violations of Harassment and Abuse Policy**

Any person in violation of this policy statement will be subject to disciplinary action in accordance with Article XXVII, Section 3 of the USFSA bylaws.

Any person convicted of child abuse in a court of law shall be permanently banned from membership in the USFSA and from participation in USFSA programs and activities, in accordance with the association's Code of Ethics.

### **Retaliations or Threats of Reprisal**

Retaliation or threats of reprisal against an individual for filing a complaint under this policy or for participating or assisting in any procedure under this policy will be considered harassment for the purpose of this policy.

## **Condonation or Groundless Allegations**

If a person in authority knows or should reasonably have known that harassment or abuse may have occurred and fails to report it or take appropriate action as set out in this policy statement, that person may be subject to disciplinary action per Article XXVII, Section 3, of U.S. Figure Skating bylaws.

Further, any person who makes groundless allegations or complaints of abuse or harassment may be subject to disciplinary action per Article XXVII, Section 3, of the U.S. Figure Skating bylaws.

Cjb

## Conflict of Interest Disclosure Form

Pursuant to U.S. Figure Skating’s Code of Ethics, I hereby disclose that I or members of my immediate family have the following affiliations or interest and have taken part in the following transactions that, when considered in conjunction with my position with or relation to U.S. Figure Skating, might be required to be disclosed pursuant to U.S. Figure Skating’s Principles of Ethical Behavior and Conflict of Interest. Check “NONE” where applicable.

<b>Gifts, Loans and Favors</b>	<p>You may not request or receive gifts, loans or favors that tend to influence you in the discharge of your duties with U.S. Figure Skating. This rule does not apply in the case of an occasional nominal gift of insignificant value in the normal course of business.</p> <p>Identify any gifts, loans or favors described above that you have received.</p> <p>_____</p> <p>_____</p>	NONE
<b>Confidential Information</b>	<p>Identify any confidential information pertaining to U.S. Figure Skating, its officers or officials that you have used or disclosed for any purpose other than to carry out your duties and obligations to U.S. Figure Skating.</p> <p>_____</p> <p>_____</p>	NONE
<b>Incompatible Employment</b>	<p>Identify any circumstances in which you or your immediate family is an employee, partner, officer or owner of a business entity that renders services to or does business with U.S. Figure Skating. _____</p> <p>_____</p>	NONE
<b>Outside Interests</b>	<p>Identify any business in which you are or any member of your immediate family holds an ownership in a closely-held business entity (including a sole proprietorship, corporation, limited liability company or partnership) or a 5% or greater interest in a public company that does business with U.S. Figure Skating. _____</p> <p>_____</p>	NONE
<b>Interest Acquired</b>	<p>Identify any interest you have acquired in any contract or transaction at a time you believe or had reason to believe that such interest would be affected by any action of U.S. Figure Skating.</p> <p>_____</p> <p>_____</p>	NONE
<b>Other Conflicts</b>	<p>A conflict of interest can be considered to exist in any instance where your actions or activities on behalf of U.S. Figure Skating also involve obtaining an improper gain or advantage or involve an adverse effect on U.S. Figure Skating interest, or in instances where your actions are improperly influenced by another person.</p> <p>Identify any such circumstances that give rise to a possible conflict of interest you may have in your service to U.S. Figure Skating.</p> <p>_____</p> <p>_____</p>	NONE

**Both sides of this form must be signed for it to be valid**

I hereby agree to report to the chair of the U.S. Figure Skating Ethics Committee any future conflicts of interest if any other conflicts develop before completion of my next conflict of interest form.

Full Name (Print or Type)	U.S. Figure Skating Member Number	Position
Signature	Date	

**U.S. Figure Skating**  
**Principals of Ethical Behavior and Conflict of Interest**  
**Certification for Directors, Employees and Other Agents of U.S. Figure Skating**

I, \_\_\_\_\_, certify that I have read and understand the Principles of Ethical Behavior and Conflict of Interest of U.S. Figure Skating, (USFSA). I agree to comply with the Principles and affirm that, to the best of my knowledge and belief, I am not involved in any activity and have no interest that conflicts or suggests a potential conflict with the best interest of U.S. Figure Skating; except as follows (if none, so state):

---

---

---

---

I also agree, during the term of my tenure with U.S. Figure Skating, to report to the chair of U.S. Figure Skating Ethics Committee promptly any future situation that involves or might appear to involve me in any conflict with the best interest of U.S. Figure Skating.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DUE DATE:**

**U.S. Figure Skating  
Prospective Club Volunteer Information Sheet**

Club Name: \_\_\_\_\_  
Member Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Please check off special skills or areas of expertise:**

<input type="checkbox"/> Fund-Raising	<input type="checkbox"/> Marketing/Public Relations
<input type="checkbox"/> Technology	<input type="checkbox"/> Personnel/Human Resources
<input type="checkbox"/> Finances	<input type="checkbox"/> Business
<input type="checkbox"/> Legal	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Social/Event Planning	

**Professional background:**

<input type="checkbox"/> For-profit business	<input type="checkbox"/> Nonprofit organization
<input type="checkbox"/> Government	<input type="checkbox"/> Other: _____

**Family information:** (please tell us a little bit about yourself and your family)

**Other affiliations:**

**Other board service:**

**Other pertinent information:**

## **U.S. Figure Skating Club Board Member Agreement**

As a board member of the club I am fully committed and dedicated to the mission and have pledged to carry out this mission. I understand that my duties and responsibilities include the following:

- 1.** I promise to be fiscally responsible, with other board members, for this organization. I will make myself aware and knowledgeable regarding our budget and finances and will take an active part in reviewing, approving, and monitoring the budget and fundraising to meet the goals of our club.
- 2.** I understand my legal responsibilities for the club and those of my fellow board members. I am responsible for knowing and overseeing the implementation of policies and programs.
- 3.** I accept the bylaws and operating principles and understand that I am morally responsible for the health and well being of this club.
- 4.** I will actively engage in fund-raising for this organization. These may include individual solicitation, undertaking special events, and the like. I am making a good faith agreement to do my best and to raise as much money as I can.
- 5.** I will actively promote the club in a positive manner.
- 6.** I promise to treat my fellow board members and other club members with respect and when conflict occurs, I promise to respectfully disagree and work for a compromise that is in the best interest of the club.
- 7.** I will attend board meetings, be available for phone consultation, and serve on at least one club committee. If I am not able to meet my obligations as a board member, I will offer my resignation.
- 8.** In signing this document, I understand that no quotas are being set and that no rigid standards of measurement and achievement are being formed. Every board member is making a statement of faith about every other board member. We trust each other to carry out the above agreements to the best of our ability.

Board Member \_\_\_\_\_

Date \_\_\_\_\_

Board Chair \_\_\_\_\_

Date \_\_\_\_\_