

**Policy#: BESGLPTNV011201\_170012\_01**  
**Policy Term: September 6, 2023 to September 6, 2024**

To: Dan Maxwell  
For: RHA Inc. dba Roller Hockey Alliance  
Sports Coverage Program (General Liability with Participant Accident Coverage)

**Summary of Coverages**

**General Liability Protection Program**

**Provided by:** Texas Insurance Company (Surplus Lines Insurer AM Best A- (Excellent))

\$3,000,000	General Aggregate
\$1,000,000	Each Occurrence
\$2,000,000	Products / Completed Operations
\$1,000,000	Personal & Advertising Injury
\$300,000	Damage To Premises Rented (Any one premises)
\$5,000	Medical Expenses (any one person)
\$1,000	Deductible per Property Damage Claim

**Accident Protection Program**

**Provided by:** AXIS Insurance Company (Admitted A.M. Best Rated "A")

\$50,000	Maximum Medical Expense Benefit
\$10,000	Accidental Death & Dismemberment Benefit
\$1,000	Deductible Amount per Claim
\$1,000,000	Aggregate Limit of Indemnity per Accident

52 Week Benefit Period, Excess Coverage  
Dental Benefit Included in Maximum Medical Benefit

**Liability Coverages**

**Abuse/Molestation**

**X \$25,000/\$50,000 Abuse & Molestation**

**Excess Liability**

**X \$1,000,000/\$1,000,000 Excess Liability**

**Non-Owned and Hired Auto**

**X \$1,000,000 Non-Owned and Hired Auto**

## General Liability Coverage

### Who Is Covered

This program provides protection for Participants, Staff and Volunteers of the Policyholder, against claims of bodily injury liability, property damage liability and the litigation costs to defend against such claims. Coverage is provided up to \$2,000,000 per occurrence with a general aggregate amount of \$4,000,000.

### General Liability Coverage Includes Suits Arising Out Of:

- Injury or death of participants
- Injury or death of spectators
- Injury or death of volunteers
- Property damage liability
- Incidental medical malpractice
- All activities necessary to conduct practices and games
- Ownership use or maintenance of fields or practice areas
- General negligence claims
- Cost of investigation and defense of claims, even if groundless

### Inclusions/Program Highlights:

Occurrence-Form Policy; coverage included for claims by athletic participants.

### General Liability Exclusions:

War and Civil War, Assault & Battery, Expected or Intended Injury, Asbestos, Punitive Damages related to a Certified Act of Terrorism, Total Pollution, Fungi or Bacteria, Unmanned Aircraft, Fireworks/Pyrotechnics, Inflatable devices of all types with the exception of inflatable sports equipment, Employment Related Practices, Communicable Disease Including COVID-19, Collapse of Temporary Structure, Lead Poisoning, Lead Contamination, Professional Liability, Fire Arms, Motor Racing Vehicles, All Animals, Watercraft 51 feet in length and over, Nuclear, Chemical and Biological, Law enforcement activities, Cross Suits, Personal & Advertising Injury liability (Field of Entertainment).

**Please refer to master policy for complete list of Exclusions.**

### Waiver & Release System:

**The General Liability policy requires that the insured must maintain a system to regularly secure signed Waiver and Release forms from participants. The Waiver/Liability release forms should meet all current paper and or e-waiver state requirements. For minor participants, these waiver/release forms MUST be signed by a parent or legal guardian. Unintentional error on your part in securing Waiver and Release forms will not void your coverage in the event of a claim by a participant; however, your failure to maintain an adequate system to regularly secure Waiver and Release forms will void your coverage in the event of a claim. For your protection we recommend having your waiver prepared /approved by your legal counsel.**

## Participant Accident Protection Program(Excess Coverage)

### Who Is Covered

All Participants, Staff and Volunteers of the Policyholder are covered while participating in sponsored and supervised activities.

If, within one-year from the date of an Accident covered by this Certificate, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

<u>Loss</u>	<u>Percentage Of Principal Sum</u>
Loss of life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint.

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

"Severance" means the complete separation and dismemberment of the part from the body.

In California, loss of a thumb and index finger means loss by complete Severance of at least one whole phalanx of each.

Accident Medical Exclusions:\*

**Benefits will not be paid for a Covered Person's loss which:**

**(1) Is caused by or results from the Covered Person's own:**

- a. Intentionally self inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane);
- b. Voluntary self administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded);
- c. Commission or attempt to commit a felony;
- d. Participation in a riot or insurrection;
- e. Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
- f. Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;

**(2) Is caused by or results from:**

- a. Declared or undeclared war or act of war;
- b. An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days;
- c. Aviation, except as specifically provided in this Certificate;
- d. Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted, unless a Sickness Expense Rider is in force under this Certificate. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
- e. Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
  - i. The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
  - ii. The Covered Person was within a 25-mile radius of the site of the release either:
    1. At the time of the release; or
    2. Within 24 hours of the start of the release.