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Iowa Swimming, Inc.	INSURANCE	Revised:	1/2007

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USA Swimming 2007 Insurance Summary

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dba USA Swimming
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FAX: 719/866-4050

The following is a narrative summary of coverage provided by the various policies and is not intended to change, modify or negate any policy terms, provisions, conditions and/or exclusions.

Revised December 2006

Membership Protection

USA Swimming's policy for membership protection is:

- To provide safety education for its membership;
- To provide excess accident medical protection for USA Swimming members who may suffer injuries while participating in insured activities;
- To provide evidence of financial responsibility so that USA Swimming clubs can conduct insured activities.

To implement this policy, USA Swimming has adopted two major programs:

- Excess Accident Medical Protection
- Liability & Excess Liability Insurance

These two programs are intended to provide reasonable protection for USA Swimming athletes and clubs.

EXCESS ACCIDENT MEDICAL INSURANCE DESCRIPTION OF COVERAGE

Carrier: Mutual of Omaha Insurance Company
Policy Number: T5MP-SP-35054
Policy Term of Coverage: January 1, 2007 to January 1, 2008

Insureds: Members of USA Swimming

When Coverage Starts: Coverage is a benefit of membership in USA Swimming and begins upon receipt of the completed membership application form with appropriate fee and acceptance by the LSC Registration/Membership Chair or its designee.

When Coverage Is In Effect: Insureds are covered while participating in a USA Swimming supervised, sponsored, sanctioned or approved event including:

- Competitions and meets;
- Organized practice sessions;
- Approved social and fund raising activities;
- Travel to and from competitions, meets, events, organized practice sessions, approved social and fundraising activities at the direction of a coach or club board of directors;
- OVC events for USA Swimming Officials only

Coverage Outline:

When covered Injuries result in treatment by a Legally Qualified Physician beginning within 90 days of the accident, the Medical Expense incurred in excess of the Medical Deductible, if any, will be paid. Benefits will not exceed a maximum of \$25,000.00. Benefits must be Medically Necessary and shall not exceed the Usual and Customary charges in the geographic area where treatment is performed. Only covered Medical Expenses incurred by the Insured within 52 weeks from the date of the accident are covered.

Benefits:

- \$25,000.00 maximum per occurrence for Accident Medical Expenses. Eligible Medical Expenses are: (a) Treatment by a Legally Qualified Physician; (b) Care or services from a Hospital or Ambulatory Surgical Center; (c) Services from a registered graduate nurse (RN or LPN) not related to the Insured by blood or marriage; (d) Professional ambulance service; (e) Orthopedic appliances
- **\$1,000.00 maximum per occurrence for Chiropractic or Physical Therapy treatment/expenses**
- \$5,000.00 Principal Sum maximum for Accidental Death and Specific Loss

Benefits will be paid as follows:

- Loss of Life.....Principal Sum
- Loss of Both Feet, Both Hands or Both Eyes.....Principal Sum
- Loss of One Hand and One Foot.....Principal Sum
- Loss of One Hand and One Eye or One Foot and One Eye.....Principal Sum

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- Loss of One Hand, One Foot or One Eye.....One-half Principal Sum
- Loss of Speech and Hearing.....Principal Sum
- Loss of Speech or Hearing.....One-half Principal Sum
- Loss of Thumb and Index Finger of Same Hand....One-fourth Principal Sum

If you suffer multiple losses due to the same accident, only one benefit amount – the largest to which you are entitled – is payable. The benefit for loss of: two limbs; both eyes; one limb and one eye; speech and hearing; or thumb and index finger on the same hand is payable only when such double loss is the result of the same accident. Loss is defined as the complete severance of the hand or foot at or above the wrist or ankle joint; total and irrecoverable loss of entire sight, speech or hearing; and severance of two or more entire phalanges of both the thumb and index finger. To receive benefits, loss must be independent of sickness and all other causes.

Deductible/Excess:

This program is excess to any other insurance in place through the insured’s employment, school or family. Benefits for Medical Expense will be paid only for such expense which is not recoverable from any other insurance policy, service contract or workers’ compensation. The deductible amount is the total of all other collectible benefits from primary insurance sources applicable to the Injury **or** \$100.00 of medical expenses.

Exclusions and Limitations:

No coverage is provided for: (a) suicide while sane or intentionally self-inflicted injury while sane; (b) Injuries caused by an act of declared or undeclared war; (c) Injuries received while in the armed service (upon notice to us of entry into an armed service, the pro rata premium will be refunded); (d) Injuries received while acting as a pilot or crew member; (e) Injuries resulting from air travel, except while as a passenger for transportation only; (f) Injuries resulting from the Insured’s engagement in or attempt to commit a felony or being engaged in an illegal occupation; (g) Injuries received while under the influence of any controlled substance, unless administered on the advice of a Legally Qualified Physician; (h) Injuries received while Intoxicated; (I) Injuries sustained while traveling, except as specifically provided; (j) the cost of eyeglasses, contact lenses or examinations for either; (k) the cost of dental treatment, except as specifically provided for Injuries to sound, natural teeth; (l) injuries covered by workers’ compensation or employer’s liability laws; or (m) Elite Athletes.

How to File a Claim:

Claim forms are sent to the injured party upon USA Swimming National Headquarters receipt of a completed **Report of Occurrence** form and verification of the injured party’s USA Swimming membership. All bills must first be submitted to any group hospital/medical and/or HMO coverage for which the member is eligible. Copies of any Explanation of Benefits (paid or denied) documents from an individual or group hospital/medical and/or HMO coverage must accompany all bills.

Completed claim forms should be submitted to Mutual of Omaha – Special Risk Services as directed on the claim form. Additional claim forms may be obtained by contacting USA Swimming National Headquarters.

This description of coverage summarizes the provisions of the Mutual of Omaha Insurance Company policy issued to USA Swimming. Should there be any discrepancy between the policy and this description, policy provisions will prevail.

LIABILITY INSURANCE PROGRAM

A. General Liability

Insurance Company: Lexington Insurance Company
Policy Number: 390-4890
Policy Term: January 1, 2007 to January 1, 2008
 12:01 a.m. Mountain Standard Time

Who is Insured:

- **Named Insureds**
 - o USA Swimming
 - o USA Swimming Local Swimming Committees
- **Additional Named Insureds but only as respects liability arising from insured activities:**

- o Clubs and Seasonal Clubs whose Athletes or Participants and Coaches are members of USA Swimming
- o USA Swimming member(s) or volunteer(s) while acting at the direction of, and within the scope of their duties for a Named Insured.

Coverage & Limits:

Coverages	Limits of Liability
Bodily Injury and Property Damage Combined	\$2,000,000 Each Occurrence *
Bodily Injury and Property Damage Combined	\$4,000,000 Annual Aggregate *
Personal Injury and Advertising Injury	\$1,000,000 Per Occurrence *
Personal Injury and Advertising Injury	\$1,000,000 Annual Aggregate *
Damage to Rented Premises	\$ 100,000 Each Location *
Annual General Aggregate	\$4,000,000 *

*Claims and Defense Costs are included within and subject to the Limits of Liability

Exclusions-ADDITIONAL NAMED INSUREDS ONLY: (The following list is not inclusive)

This insurance does not apply to bodily injury, property damage, personal injury, or advertising injury claims or suits arising out of or related to:

- The use of a diving board or diving platform. This exclusion does not apply to starting platforms as described by the Technical Rules of USA Swimming in effect at the date of the occurrence.
- Racing starts in a water depth less than the minimum required in the USA Swimming Inc. (dba USA Swimming) Technical Rules or by any municipal, local, or state ordinance, regulation, code, or statute in effect at the date of the occurrence.
- Sexual Abuse or sexual misconduct of any kind, including but not limited to any suits or claims for sexual molestation, sexual involvement, sexual conduct, sexual contact, sexual harassment, regardless of consent, and/or age, of the person.
- Any occurrence arising out of or related to any sporting activity other than swimming. This exclusion does not apply to dryland training activities and intra club water polo.
- The ownership, entrustment, maintenance, operation, use, loading or unloading of any **automobile** or **aircraft** owned or operated by or rented or loaned to any insured, or any other **automobile** or **aircraft** operated by any person in the course of his employment by any Insured.
- Any obligation for which the Insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- Damage to property owned or occupied by or rented to the insured, property used by the insured, or property in the care, custody.
- Employment-related practices.
- Any intentional acts.

This is not a complete listing of all the policy exclusions and limitations applicable to Additional Named Insureds. Please refer to policy for a complete listing.

Insured Activities-ADDITIONAL NAMED INSUREDS ONLY: (Inclusive)

The insurance afforded by this policy applies to any Additional Named Insured for insured activities. Insured activities are defined as:

- Swimming meets that have been issued a written meet sanction or a meet approval;

- Swimming practices, dry-land activities, Learn-to-Swim programs and USA Swimming contracted Swim-a-thons®, where all swimmers are registered as athlete members of USA Swimming or USMS and which are conducted under the direct and active supervision of a USA Swimming member coach;
- Approved social events and approved fund raising activities;
- Swimming Tryouts.

Meet sanction and **meet approval** are defined in the USA Swimming Rules and Regulations.

Member coach is defined as a coach member of USA Swimming who has complied with safety training required by USA Swimming.

Approved social events and **approved fund raising activities** are events and activities that have been approved by Risk Management Services, Inc.

Swimming Tryouts are defined as swimming practices where Swimmer(s), who are not and who have never been members of USA Swimming, participate with a USA Swimming club or seasonal club, for a period not to exceed thirty consecutive days in any twelve month period, in order to determine the Swimmer(s) interest in registering as a member of USA Swimming.

B. Excess Liability

Insurance Company: Lexington Insurance Company

Policy Number: 562 9776

Policy Term: January 1, 2007 to January 1, 2008
12:01 a.m. Mountain Standard Time

Who is Insured:

- **Named Insureds**
 - o USA Swimming
 - o USA Swimming Local Swimming Committees
- **Additional Named Insureds solely as respects to liability arising from insured activities:**
 - o Clubs and Seasonal Clubs which Athletes or Participants and Coaches are members of USA Swimming
 - o USA Swimming member(s) or volunteer(s) while acting at the direction of, and within the scope of their duties for a Named Insured.

Coverage & Limits:

Coverages	Limits of Liability
Follow Form Excess **	\$3,000,000 per occurrence * \$6,000,000 annual aggregate *

* Claims for Defense Costs are included and subject to the limits of liability.

** In the event of a conflict with a primary policy, the terms and conditions of the conditional follow form policy takes precedence.

Administration:

- **Liability Certificates.** Verification of Coverage Certificates for clubs are automatically sent to each registered USA Swimming member club with the yearly club insurance packet. Additional certificates are available upon request from USA Swimming National Headquarters.
- **Additional Insured Endorsements and Certificates.** Additional Insured Certificates and Endorsements are available upon request from the USA Swimming National Headquarters or Risk

Management Services, Inc. However, USA Swimming member clubs are encouraged to issue their own certificates, if they have access to the Internet, by going to the following website: www.certificatesnow.com. Instructions for issuing the certificates are attached (see page 11). Additional Insured Endorsement Certificates **are not automatically renewed** each year.

C. Sexual Misconduct

Insurance Company: Lexington Insurance Company

Policy Number: 390-5712

Policy Term: December 31, 2007 to December 31, 2008
12:01 a.m. Mountain Standard Time

Who is insured:

- **Named Insureds**

- o United States Swimming, Inc. member clubs

Coverage:

Sexual Misconduct means:

1. Sexual molestation, sexual involvement, sexual conduct, sexual harassment regardless of consent of the person.
2. Inadequate, improper or otherwise deficient hiring, training, supervision or control of another resulting in the alleged sexual misconduct.

CLAIMS MADE POLICY

Coverage is provided for claims made during the policy term. There is no coverage for any occurrence prior to the policy inception date.

Exclusions: (not inclusive)

This insurance does not apply to:

- Liability of any insured or person who actually participates in any act of "sexual misconduct".
- The cost of defense of, or the cost of paying any fines for, any insured or person resulting from actual or alleged violation of a criminal or penal statute.
- Liability of others assumed by any insured under any contract or agreement, either oral or in writing, unless specifically endorsed hereon.
- Any obligation for which any insured or any carrier may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- "Bodily injury" as a result of "sexual misconduct", sickness, disease or death sustained by any of your "employees" or "volunteer workers" arising out of, and in the course of employment by you or within the scope of their duties for you. However, this exclusion does not apply to "volunteer workers" under the age of 18.

Coverage & Limits:

Coverages

Limits of Liability

Each Insured Event:

\$100,000 *

Total Policy Period Limit:

\$200,000 *

*Claims and Defense Costs are included within and subject to the Limits of Liability.

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D. Reporting Requirements: (All liability policies)

All claims or incidents must be reported immediately to the USA Swimming National Headquarters and Risk Management Services, Inc. The USA Swimming Report of Occurrence Form (see page 8) is enclosed for your use in notifying both organizations.

It is imperative that no person admits liability or responsibility or discusses any aspect of an incident with anyone other than an authorized claims representative of USA Swimming, law enforcement authorities or emergency medical personnel.

E. Liability Provisions in Club Contracts:

Almost every USA Swimming Member Club is a party to a contract with an owner of a swimming pool, public or private. Almost all USA Swimming Members, including LSCs and the national organization itself, will, at one time or another, enter into contracts for the use of a swimming venue for a meet or other authorized aquatic activity.

Such contracts will include standard language as to time of use, compensation, maintenance and the like.

Such contracts will also contain language with regard to the tort liability of both parties during the use of the facility. The owner will usually include indemnification and hold-harmless clauses for itself on liability for bodily injury and property damage resulting from the negligence of the USA Swimming Member, its officers, agents and employees.

It will be impossible to avoid such releases or waivers couched in general language. The owners, or their attorneys, may insist on this.

However, it is extremely important that the USA Swimming Member Club, LSC, etc., does not sign a contract containing language which indemnifies or exculpates (clears from alleged fault or guilt) the owner from liability for damages resulting from the **sole negligence of the owner, or its agents and employees**. Such language may or may not be valid in your particular state. If it is, it is usually subject to strict interpretation.

If you are in doubt on this, consult an attorney in your own state and at the same time refer him/her to the General Counsel for USA Swimming.

If you see the following language, or anything similar to it, consult legal counsel at once before signing the agreement:

Club (LSC) agrees to indemnify Owner against all liability loss, or other damage claims or obligations because of or arising out of personal injury or property damage, related to Club's (LSC) use and occupancy of the premises, including that caused by the negligence of the Owner or its agents or employees.

**USA SWIMMING
Report of Occurrence**

(Circle one) Personal Injury/Property Damage

(Please Print Clearly)

Date of Incident: _____ Time of Incident: _____ LSC: _____ Name of Club: _____

Injured: Athlete Coach Official Member/other: _____ Guest/Spectator Other: _____

Name (Legal): _____ USA Swimming ID#: _____

Address: _____ City/State/Zip: _____

Date of Birth: _____ Age: _____ Sex: M F Phone: (____) _____

Where did the incident occur?: In Water Deck On Blocks Locker Room Bleachers Hallway Stairs
 Gym Outside Venue (List) _____ Other _____

Activity: Meet/Competition Meet/Warm-up Meet/Warm down
 Practice/Water Practice/Dry-land Other: _____

Facility Name: _____ City/State: _____

Facility Type: Indoor Outdoor

Describe the incident: _____

Affected Body Part (Specify R or L): Head/Neck Leg/Foot Ears/Nose/Mouth/Teeth Hand/Arm Knees
 Shoulder Torso Internal Other: _____

Describe the Injury: _____

On Site Care Given by: Coach Parent EMT/Paramedic Facility Staff: _____
name of person giving care

Care Given on Site: Ice Immobilized Bandage Cleaned Other: _____

Care Refused by Injured: Yes No

If yes, Signature of Injured or of Guardian/Parents if under 18 yrs of age: _____

Parent/Guardian notified: No Yes Comment? _____

Taken to Clinic/Hospital: No Yes If yes, location: _____

Please include names and phone numbers of two (2) witnesses: (If others, list on reverse)

_____ Name	_____ Address	(____) Phone
_____ Name	_____ Address	(____) Phone

Activity Supervisor: _____ (____) _____ (____) _____
Please print Daytime Phone Evening Phone

Report Submitted By: _____ (____) _____ (____) _____
Please print Daytime Phone Evening Phone

Date Report was submitted: _____

Club Personnel/Club Safety Coordinator is responsible for returning completed form immediately following incident to:

USA Swimming	and: Risk Management Services, Inc.	and: LSC Safety Chairman
Risk Management Department	P. O. Box 32712	
One Olympic Plaza	Phoenix, AZ 85064-2712	
Colorado Springs, CO 80909	FAX: (602) 274-9138	

FAX: (719) 866-4050

Please attach any additional reports (facility reports, newspaper articles, witness statements).

LIABILITY RELEASE AND INDEMNIFICATION FORM

I, the undersigned participant and parent, request voluntary participation for minor to participate in the _____ activity on _____ (date) which begins at _____ (time) and ends at _____ (time) sponsored by _____ all of which are hereinafter referred to as the "activity".

I consent to my/minor's participation in the activity and acknowledge that the minor and I fully understand my/minor's participation may involve risk of serious injury or death, including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff, before I sign this document and before the activity begins.

Release – Minor's Rights:

In consideration of allowing Minor Participant to participate in this USA Swimming event, I hereby release and hold harmless USA Swimming, members of its board of directors, and its officers, employees, members, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in this USA Swimming event. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of minor)

(Signature of minor)

(Date)

Release – Parents'/Guardians' Rights:

In consideration of allowing Minor Participant to participate in this USA Swimming event, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant's participation in this USA Swimming event. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

(Print name of Parent/Guardian)

(Signature of parent)

(Date)

Indemnification by Parent/Guardian:

The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in this USA Swimming event.

(Print name of Parent/Guardian)

(Signature of parent)

(Date)

Send completed Liability Medical Release form to:
Risk Management Services, Inc.
P.O. Box 32712
Phoenix, AZ 85064-2712
or Fax to: (602) 274-9138

Optional Insurance

The following optional insurance coverages may be obtained on an individual basis by LSCs or USA Swimming clubs. For further information, contact:

Risk Management Services, Inc. Phone: (800) 777-4930 toll free
P.O. Box 32712 or (602) 840-3234
Phoenix, AZ 85064-2712 Fax: (602) 274-9138
e-mail: sblumit@theriskpeople.com

Directors and Officers & Employment Practices Liability Insurance for USA Swimming Member Clubs

Definition. Provides coverage for defense costs and liabilities incurred by insured directors and officers arising out of claims alleging that an insured has committed "wrongful acts," which means any error, misstatement, misleading statement, act, or omission, neglect or breach of duty by policy definition. This coverage specifically excludes bodily injury or property damage claims which would likely be covered by the general liability policy. Also provides coverage for wrongful termination(s), harassment and other employment related situations.

Limit of Liability. \$1,000,000

Deductible. \$1,000 for the organization.

Premium. Minimum \$375

Requirements. Submission of a signed application; premium prepaid.

Crime Coverage for USA Swimming Member Clubs

Provides coverage for dishonest acts of employees or volunteers

Limit of coverage. \$25,000

Deductible. \$250

Cost. \$175 or \$275 depending on number of employees

International Group Accident Insurance

Definition. This policy will provide LSCs and/or USA Swimming clubs additional accident medical coverages for their USA Swimming members competing outside the United States and/or foreign members competing or training in the United States. Contact Risk Management Services, Inc. for specific coverage and premium information.

Special Activities

Provides liability insurance for some activities not insured under the USA Swimming program (e.g., learn to swim programs for non-members). Contact Risk Management Services, Inc. regarding specific coverage and premium information.

We strongly recommend the Member Clubs consider purchasing Property Insurance for equipment, Workers Compensation, and a Business Owners Package Policy if the club has an office premises. Contact a local agent to purchase these coverages.

Certificates Online

Proof of Insurance for USA Swimming Member Clubs

Requesting Your Additional Insured Endorsement

Your club's facility/pool might ask you to add them as additional insured to your insurance policy. You (the club) are **responsible for processing these requests** directly over the Internet 24 hours a day, 7 days a week. If you have any questions or need assistance with your first online request, please call Carmen Van Boening at 1-800-777-4930 x10 with any questions. Make sure that you are online when calling, so we can guide you through the process.

So...

lets get started

1. Logon to www.certificatesnow.com.
2. Enter your **User ID & Password** in CAPITAL LETTERS/and no spaces:
(the codes are found on your USA Swimming membership renewal application)

USER ID: **2 digit LSC code, a dash (-), plus your club code.**
(Example: CO-XXXX)

PASSWORD: **SWIM**

3. Click on "**Deliver Certificates**" in the middle of your screen.
4. **Select** the "2006 Swim Certificate" and hit **Continue**.
5. Now you can either:

a) **Select a Recipient** and hit "**Continue**"

b) **Change a Recipient** by clicking on the blue name. The field will open and you can edit the information. Make sure to **save** the information, **select** the Holder and hit "**Continue**"

d) **Add a new Recipient**. Click on "**New Recipient**", a window opens. Enter

Name, Address, City, State, ZIP, Country of the location that asked you for this Certificate.

Now

choose a delivery method. You have the option to e-mail, fax, US-Mail, or save only. Depending on the method you choose you need to enter the information in the appropriate field, e.g., if you choose e-mail you will need to enter the e-mail address.

Click "**Save**", **Select** the Recipient and hit "**Continue**"

Please do not add your own swim club name or any individual person as recipient.

It must be the facility or company that asked you for the Certificate and you always need the facilities address, no matter which delivery method you choose.

6. Review Information and hit continue.
7. Review Delivery Method and hit continue.
8. This is the last screen. For a copy of the Certificates for your files check the box:
→ Check to send yourself an e-mail of this certificate.
A copy will be sent to the main e-mail address that is registered with USA Swimming.
9. Hit Deliver Now.

You're done...

!!!You will be directed back to the beginning which means that your certificate was sent.

The system may take up to 48 hours to deliver the certificate, so plan ahead!!!



Insurance Coverages

"Frequently Asked Questions"

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USA Swimming Insurance Programs

What Coverages Do I Have?

One of the most frequently asked questions by USA Swimming members is, "What coverages do I have under the USA Swimming Insurance Programs?" Hopefully, the following will clarify the matter of coverages provided for the various types of membership.

What Is Covered

General Liability Insurance- Provides coverage for **claims alleging** bodily injury, property damage and personal injury (see definitions below) occurring during an "Insured Activity."

THIS COVERAGE IS EXCESS TO ANY OTHER LIABILITY INSURANCE THAT MAY BE AVAILABLE TO ANY INSURED.

A. (1) **Named Insured** includes USA Swimming and USA Swimming Local Swimming Committees. (2) **Additional Named Insured** include USA Swimming member clubs; members and volunteers of USA Swimming for "Insured Activities."

B. **Insured Activities** include USA Swimming sanctioned or approved meets, practices, tryouts, dryland training, USA Swimming contracted Swim-a-thons[®], approved social and fund raising activities.

C. Definitions:

"**Bodily Injury** means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom."

"**Personal Injury** means injury arising out of one or more of the following offenses committed during the policy period:

1. False arrest, detention, imprisonment, or malicious prosecution;
2. Wrongful entry or eviction or other invasion of the right of private occupancy;
3. A publication or utterance:
 - a. of a libel or slander or other defamatory or disparaging material, or;
 - b. in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing, or telecasting activities conducted by or on behalf of the Named Insured shall not be deemed 'Personal Injury'."

NOTE: The above does not replace actual contract language. Refer to the actual policy(ies) for specific provisions, conditions, and exclusions.

What Is Not Covered (Limited Listing)

- ♦ Sexual Misconduct
- ♦ Intentional Acts
- ♦ Diving from other than USA Swimming regulation starting platforms or poolside
- ♦ Automobile Liability
- ♦ Workers Compensation
- ♦ Directors & Officers Liability (wrongful acts/decisions not resulting in bodily Injury or property damage)
- ♦ Crime (employee or volunteer dishonesty)
- ♦ Employment/Employer related activities
(Refer to policy for complete listing of limitations and exclusions.)

Sexual Misconduct Coverage is provided, under a separate policy with a limit of \$100,000, for member clubs.

Excess Accident Medical/Dental Coverage is provided for all USA Swimming members for insured activities including travel to and from practice, meets, etc., if at the direction of the club coach or member of the club's Board of Directors.

Coverage that members should consider purchasing to supplement the coverage provided by the USA Swimming Program:

Coach Members

Workers Compensation
Health Insurance
Disability Insurance
Automobile Liability

Non-Athlete Members

Automobile Liability

Athlete Members

Automobile Liability

Local Member Clubs

Same as recommended for coach members plus Directors & Officers Liability, Employment Practices Liability, Property Insurance if they have an office or own equipment, General Liability for offices and lesson programs or activities involving participants who are not members of USA Swimming.

Most of the coverage not provided by the USA Swimming program may be purchased from a local agent.

Dryland Training – An Insured Activity

Dryland training may include general fitness types of exercises, such as calisthenics, weight training, running and biking, as long as the activity is under the direct supervision (direct line of sight) of a USA Swimming member coach. It can incorporate specialized equipment, such as surgical tubing, paddles, and the swim bench. **Running and biking are restricted to off road training only unless a specific event is granted approval by Risk Management Services, Inc.**

Is dryland training considered an insured activity under the USA Swimming Insurance program?

The USA Swimming insurance program does cover most dryland training activities as long as the training activity is under the direct supervision of a USA Swimming coach.

What types of dryland training activities are not insured?

The USA Swimming insurance program does not provide coverage for participation in biathlons or triathlons, or similar types of activities. Why? The USA Swimming coach has no way of actively supervising a group of athletes who will, by necessity, spread throughout the field and may become mixed in with other competitors.

Fundraising and Social Activities

Did you know your club has coverage for **approved** fundraisers or social activities. Each fundraising or social activity is judged individually for approval. The following are examples of typical activities that would be approved:

Socials:

1. USA Swimming member club is having an outing at a water park.

Fundraisers:

1. USA Swimming member club is selling hot dogs and soft drinks at a fair booth to raise funds.
2. USA Swimming member club has a yard sale at the local flea market.

Activities that would **not** be considered "approved" would be, white water rafting; triathlons; ongoing bingo games; lesson programs for non USA Swimming members.

Club coaches and administrators should use common sense when considering a social or fund raising activity. "Is this an activity that I would consider normal to our operation? Does it present an unusual or unacceptable risk to our swimmers? To our chaperones?"

Approved social and fund raising events are activities which have received prior approval from Risk Management Services, Inc. Call (800) 777-4930.

Tryout Issues

The USA Swimming Insurance Program provides **General Liability** coverage for the club, coaches and USA Swimming members when a non USA Swimming member is swimming with a club during a tryout period. However, coverage is only valid if: (a) all the coaches on deck are USA Swimming members and; (b) the tryout period is limited to 30 consecutive days within a twelve month period for any one individual and clinics sponsored by a USA Swimming entity (such as LSC or USA Swimming club). **Tryout period only applies to individuals who have never been members of USA Swimming previously.**

Note: The non member is not provided any coverage under the USA Swimming program. If said individual was injured or caused an injury, he/she would have to look to his/her family medical and/or family liability insurance.

USA Swimming Insurance Coverage for the Club

Question: What must a club do to have the benefit of USA Swimming's insurance coverage?

Answer: A club's USA Swimming insurance coverage is in effect when all three of the following conditions are met:

1. The club is a member in good standing of USA Swimming.
2. All participants swimming for the club are athlete members of USA Swimming
(*exception: Tryouts*)
3. All coaches, whether they are full-time or part-time, are coach members of USA Swimming with current certifications as required by USA Swimming.

If all three of these conditions are met, the USA Swimming club has the benefit of USA Swimming's liability coverage for insured activities.

People on Deck

Anyone on deck during a swim team practice must be a USA Swimming member Coach or a USA Swimming registered athlete member(s) or volunteer assisting a coach at the coach's request.

Coaches must maintain direct line of sight with all their Athletes and should not be distracted by spectators on deck, including the children of coaches.

USA Swimming Coach Members and Insurance

Coach membership requires completion of the required USA Swimming safety training, CPR and First Aid courses. Failure by a coach member to keep the required certifications current results in no liability coverage for the coach or potentially for the club.

Insurance Coverage for Independent Contractors

USA Swimming Headquarters has received questions regarding independent contractors that perform services on a fee for service basis, e.g. an individual or entity that provides timing services for swimming competitions on a fee for service basis. USA Swimming provides no insurance coverage for an individual or entity that provides services on a fee for service basis. The individual or entity should provide liability and property insurance for their business operations and should provide evidence of such insurance to the USA Swimming organization that is utilizing the services of the independent contractor. The fact that an individual is a member of USA Swimming does not alter the no insurance coverage situation.

Another example of an "independent contractor" exposure would be a swim coach who, during meets when he/she was not coaching, sells merchandise at the venue for his/her personal financial benefit. Again, the USA Swimming insurance will not provide any insurance coverage for the swim coach for his/her business pursuits.

Membership and Insurance - The Link

"Can we become a member club of USA Swimming if only a portion of our athletes or participants are members of USA Swimming? If so, does the club have insurance coverage in this situation?"

The Club may become a member, but there is no liability insurance if non-USA Swimming members are allowed to participate in USA Swimming activities other than tryouts. Non-member athlete participation is an insured activity only in a "tryouts" situation which is subject to certain time and supervisory conditions. In the event of a claim, the insurance company will verify that all in the water at the time the claim occurred were USA Swimming members and that all the coaches are USA Swimming members.

What about the situation where, because of duplicate coverage, the club does not care about USA Swimming insurance protection? Perhaps the club and its athletes are insured by a YMCA or municipality.

As a general rule of thumb: "When participating in a 'USA Swimming insured activity', a club must meet the definition of a USA Swimming member Club for insurance purposes." Let's look at an example involving a dual YMCA-USA Swimming club member.

1. When the YMCA/USA Swimming member club swims in a USA Swimming sanctioned meet, all swimmers and all coaches must be USA Swimming members. The YMCA may have 100 swimmers, but when it goes to a USA Swimming sanctioned event with 75 of its swimmers, all coaches and all 75 swimmers must be USA Swimming members.

2. When swimming as a YMCA team in YMCA competition, there is no USA Swimming insurance coverage.
3. In a non-hosted "approved" meet, where all the team members are USA Swimming members, all coaches are USA Swimming members, the USA Swimming insurance is excess coverage to that provided by the "Y" or other non USA Swimming organization. If the USA Swimming team hosts the "approved" meet, the USA Swimming coverage will apply **subject to specific terms, conditions and exclusions.**

Coverage for Summer Leagues

During the summer months many USA Swimming member clubs recruit new athletes who want to join the team for a four-month season only. Other USA Swimming clubs operate only during the three or four month summer season so this is their only opportunity to perform.

Insurance requirements for seasonal member clubs are the same as those for year-round teams. For a seasonal club to be covered by USA Swimming General Liability coverage, the following conditions must be met:

1. The club must be a USA Swimming member in good standing.
2. All coaches must be USA Swimming coach members.
3. All athletes must be USA Swimming members.

Frequently, year-round USA Swimming member clubs ask about holding a meet for a non-USA Swimming summer league. The club may wish to use the meet as a fundraiser and as a means to introduce new athletes to year-round competitive swimming. USA Swimming member clubs in this situation have three options for running the meet:

1. **Conduct as sanctioned meet.** This requires that all league swimmers purchase USA Swimming memberships, either year-round or seasonal.
2. **Conduct as an approved meet.** Have the summer league or USA Swimming club request an approval for the event. USA Swimming members participating in the meet are covered if USA Swimming coaches are supervising. Non USA Swimming members do not have the benefit of USA Swimming excess accident or liability insurance.
3. **Covered competition.** A covered competition is a swimming competition between a USA Swimming member club and a non-member club/non-member swimmers hosted by a USA Swimming member club. For USA Swimming insurance to be in effect for USA Swimming members and USA Swimming club, the certificate of insurance with the wording required by USA Swimming must be executed by the non-USA Swimming club's insurer or its authorized agent. In the case of non-member swimmer(s) a liability/medical release form must be executed by the swimmer(s) and legal guardian(s). The certificate and release form(s) must be sent to and approved by Risk Management Services, Inc. prior to the covered competition taking place.
4. **Obtain insurance outside of the USA Swimming program.** If your club wants to run an event not covered by any of the above definitions, you may purchase separate event coverage for your particular situation.

Open Water Swimming

The same requirements apply for open water swimming practices and sanctioned meets as apply for pool practices and sanctioned meets.

Practices must be under the direct supervision of a USA Swimming coach or coaches and those in the water must be USA Swimming or USMS members, unless a tryout situation exists.

Meets-Sanctioned. All participants must be USA Swimming or USMS members. In order for insurance to be in place for both organizations, sanctions must be obtained from both organizations.

Facilities

Where does the USA Swimming insurance begin/end versus the facility's insurance beginning/ending?

The USA Swimming program provides coverage for USA Swimming activities, primarily in the water activities. The program does not provide coverage for facility maintenance issues (i.e. over- chlorination, potholes on the premises, failure to salt icy walkways, etc). When a facility is added to the USA Swimming General Liability policy as an Additional Insured, coverage is provided for the facility for claims resulting from the USA Swimming entity's negligence. In other words, including a facility as Additional Insured on the USA Swimming policy does not include coverage for premises issues (sole negligence). We urge you to review the contracts you have with the facilities you use to be sure that you are not agreeing to provide coverage for premises/ maintenance claims. There is no coverage for these claims.

Example: Mary Smith, a non-member parent of USA Swimming, comes to watch her son, Bobby, swim at a practice. When she is leaving the pool area, she steps in a gopher hole breaking her ankle. A claim is submitted to USA Swimming and is denied. The facility is responsible for the maintenance of the area around the pool.

Directors and Officers Liability Coverage

There appears to be confusion between what coverage USA Swimming provides for Directors & Officers of local member clubs under the General Liability insurance and what coverage is provided by Directors & Officers Liability insurance. (Directors and Officers is an optional coverage that may be purchased from a local agent or Risk Management Services, Inc.)

The Directors & Officers insurance provides coverage for wrongful acts or decisions not resulting in a bodily injury or property claim. e.g. wrongful termination of an employee; not filing a report of occurrence on a timely basis causing additional expense to a swimmer's family; mismanagement of investments; or disciplinary action against an athlete whose parents allege the action prevented the athlete from making a "Q" time or elite team.

Hired, Non-Owned Auto Liability Explained

Did you know...There is **no** coverage provided under the USA Swimming insurance program for any type of automobile liability exposure.

The primary purpose of the USA Swimming insurance program is to "get the swimmers in the water while maintaining reasonable costs." Therefore, the coverage provided by the program centers around the water activities.

When a coach, parent, or swimmer provides transportation for others to a club function, any accidents and resulting claims would be the responsibility of owner and/or operator of the vehicle. (*see "Most Frequently Asked Questions" section regarding Team Traveling.*)

When a team is out of town for a meet or function and they rent a vehicle for transporting team members or others, the same situation would exist. The individual renting and/or operating will be the responsible party.

The only coverage provided for claims resulting from an automobile accident is the Excess Medical Accident coverage. The transportation must be authorized by a club coach or club official in order for the coverage to be valid.

There are three ways for a member club to address the automobile liability exposure. (1) To purchase a Hired and Non-Owned Automobile Liability policy from a local agent; or (2) To be sure that anyone providing transportation for others carry adequate limits of liability on their auto policy. (Discuss with your local agent); (3) To have athletes' parents transport only their own children.

Report of Occurrence Forms

How are USA Swimming and Risk Management Services, Inc. notified when an accident occurs? The Report of Occurrence form, supplied to all club and non-athlete members in annual membership mailings, is used for this purpose. Reporting all incidents, no matter how minor, is important to put both USA Swimming and its insurer on notice of accidents and potential claims.

A Report of Occurrence form should be completed any time an injury occurs at a USA Swimming function, whether or not it involves a USA Swimming member. To summarize, injuries involving spectators should also be reported. The form should be filled out by a meet director or by any club personnel responsible at the time of the incident; the parents of the injured athletes should not be asked to complete the report form.

Once USA Swimming National Headquarters receives the report, information about the incident is entered into the USA Swimming database for future safety education and insurance references. When a Report of Occurrence form indicating an athlete or non-athlete participant is a USA Swimming registered athlete, information about the Excess Accident Medical Insurance Policy and claim forms are sent to the injured party('s) family. This program is excess to other primary insurance in place through the member's employment, school or family. The deductible is the greater of the total of other collectible benefits from primary insurance sources applicable to the injury or \$100 when there is no primary insurance. (Continued following page)

Copies of the report should be sent to the following:

(Report of Occurrence forms are found in the Insurance Summary or may be downloaded from http://www.usaswimming.org/Swim_Clubs/Insurance-Risk_Management.

USA Swimming
Attn: Risk Management
1 Olympic Plaza
Colorado Springs, CO 80909
Fax: (719) 866-4050
E-mail: millich@usaswimming.org

Risk Management Services, Inc.
PO Box 32712
Phoenix, AZ 85064-2712
Fax: (602) 274-9138
E-mail: sblumit@theriskpeople.com

and to *your* LSC Safety Coordinator

The Report of Occurrence forms keep Risk Management Services, Inc. informed of potential claims or liability situations. If the accident is of a serious nature, USA Swimming National Headquarters confers with Risk Management Services and an investigation of the incident is initiated.

Worker's Compensation - Do We Need It?

Worker's Compensation Insurance is the policy that pays for medical and rehabilitation expenses when an employee is injured on the job. The USA Swimming Insurance program does not provide any type of Worker's Compensation coverage for USA Swimming Clubs or their coaches.

In part, to avoid paying Worker's Compensation premiums or taxes, many USA Swimming Member Clubs consider their coaches to be "independent contractors" rather than employees. This strategy can backfire on the club, however, should a coach who is really an employee of the club become injured or disgruntled.

If a club is found to have "mislabeled" a coach as an independent contractor, the club (and therefore its Board of Directors) may become liable for medical and rehabilitative expenses in case of an injury and substantial penalties for failure to pay premiums as required by law. In addition to Worker's Compensation implications, the IRS is closely monitoring independent contractor versus employee situations to ensure that taxes are being filed and paid as required. The relationship between the club and its coaches should be carefully examined to ensure the club is not in violation of state and federal law.

The following test, devised by the Social Security Administration, may be used to assist USA Swimming member clubs in determining whether their club's coach is an employee or independent contractor. This test is also by various Worker's Compensation administration agencies as well as the Internal Revenue Service.

Factors that support employee status...

- ◆ Does the employer have the power to hire or fire the individual?
- ◆ Does the employer furnish tools, equipment and a place to work?
- ◆ Does the employer train the individual in question?

- ◆ Is the individual required to follow the employer's instructions?
- ◆ Does the employer require the individual to personally perform the assigned work?
- ◆ Does the employer set the hours and conditions of work?
- ◆ Does the employer pay business and travel expense?
- ◆ Does the employer pay the individual by the hour, week or month?
- ◆ Does the individual have the authority to hire, supervise or pay an assistant?

Factors that support independent contractor status...

- ◆ Does the individual make a profit or suffer a loss as a result of this work?
- ◆ Does the individual agree to do a specific job and is that individual subject to penalty for failure to do so?
- ◆ Does the individual work for a number of different entities/people at the same time (e.g., high school coach, swim club coach, "Y" coach)?
- ◆ Does the individual advertise to the general public?
- ◆ Does the individual pay his own business expenses, provide his own equipment or allocate work space?

If the club answers "yes" to several of the first set of factor questions, the coach is likely to be an employee and should be accounted for as such. A local employment specialist or tax attorney can best advise the club.

Even if Worker's Compensation coverage is not required by the state due to a "minimum number of employees" clause or other condition, USA Swimming member clubs may wish to purchase it on behalf of their coaches. Consider how a coach might pay for employment-related injuries. Is he covered by another medical insurance program? If not, a Worker's Compensation policy may be in order even if it's not mandatory.

MOST FREQUENTLY ASKED QUESTIONS AND ANSWERS

Automobile Liability Coverage

Question: *Does a USA Swimming club have automobile liability coverage under the USA Swimming program?*

Answer: No. If a parent or coach uses their car to transport athletes or other club members to/from a practice or meet, the club has coverage under the car owner's policy. This is also true when the club rents a vehicle. Whoever signs for the rental vehicle is the individual whose insurance would respond for the club if an accident occurred and people in the vehicle were injured.

In the first example, the parent's or coach's insurance is the primary coverage. In the second example, the rental agency's insurance would be the primary coverage with the parent's/coach's insurance coming into play on an excess basis. Suggestion: Contact a local agent regarding the purchase of "Hired and Non-Owned Automobile Liability Insurance" for your club.

Team Traveling and Insurance Coverage

Question: *My team is planning to travel to Hawaii for a very important swim meet. I would like to know what insurance coverage the team has while traveling, while at the meet, and while sightseeing under USA Swimming. Every member of our team is a USA member.*

Answer: Coverage is same no matter where/how far traveling. All participants must be USA Swimming members and coach or parent must be supervising. Parent volunteers are covered while in an official capacity with team. The travel itself is not covered. We do not provide any auto coverage at any time. Drivers of cars/vans would have to look to their own insurance company for coverage in event of an accident or the team can purchase the additional insurance when renting the car/van.

The general liability coverage and excess accident coverage is in effect for the USA Swimming members.

Sightseeing is covered. Please use common sense and caution.

Accidental damage to hotel/dorms may be insured by the liability insurance program.

Starting Block

Question: *Does a USA Swimming club have liability coverage if they design and build their own starting blocks or make changes to existing blocks?*

Answer: Yes. The club may build or alter starting blocks to suit their needs. The blocks must comply with standards as stated in USA Swimming Rules and Regulations. The club is not covered for alterations performed on blocks for other clubs or facilities.

Supervision

Question: *What level of supervision is required for the liability insurance to apply in the event of a claim?*

Answer: There must be direct supervision for in water or out of water activities for coverage to be in place. Direct supervision has been defined as meaning "line of sight" between the supervising coach and the athletes involved in the activities.

THE SITUATION: An athlete has joined a USA Swimming club many miles away from where he lives. The coach faxes/e-mails workouts to this swimmer.

QUESTION: *Does the swim club have an exposure if the member gets hurt while doing the prescribed workouts?*

ANSWER: Yes, the club would have an exposure if the club is aware that the coach is sending workouts to the swimmer. The swimmer would have NO liability coverage as he/she is not under the supervision (direct line of sight) of a USA Swimming member coach.

Non-Member

Question: *What happens to my club's insurance if non USA Swimming members are in the water at the same time as USA Swimming members. e.g., at a USA Swimming practice?*

Answer: This is not an insured activity unless:

- a. There is a distinct lane separation (USA Swimming members are in lanes 1-3 and non USA Swimming members are in lanes 4-6). *One coach cannot supervise both groups at the same time.*
- b. An individual(s) is involved in a USA Swimming tryout.
- c. The non USA Swimming members are USMS members.

In order for the General Liability coverage to be in place for a USA Swimming Local Member Club, the following requirements must be met:

- a. The club must be a USA Swimming member in good standing.
- b. All coaches must be USA Swimming Coach members.
- c. All Athletes must be USA Swimming Athlete members. *(exception: Tryouts)*

Parents Working Out Same Time as Team

Question: *Some parents want to workout (laps) while their children are at swim team practice.*

ANSWER: Two different situations. If they want to swim with their kids in the same lanes while the kids are practicing, they have to join USA Swimming as an athlete member. If they are swimming in separate lanes and are not being coached by the USA Swimming club coach, they don't have to join. However, this activity is not an insured activity.

Masters Swimmers at Practice

Question: *A member of the United States Masters Swimming, Inc. practices with a USA Swimming team. What is the status of the liability insurance for the USA Swimming member club and its members?*

Answer: This would be an insured activity. There is an agreement between USA Swimming and USMS allowing their members to practice with either organization as long as a USA Swimming member coach is on deck.

Officiating at Masters Meet

Question: *A USA Swimming member acts as an official or in a volunteer capacity at a USMS event. How is the USA Swimming member insured for this USMS activity?*

Answer: USA Swimming coverage does not apply. Coverage for a USMS activity would be provided by the USMS insurance program.

Case Illustrations

There is no simple answer to the question, "Do we have insurance coverage?" It depends solely on the facts of each particular incident. One must also distinguish between accident coverage and liability coverage, although both are present in most cases.

1. A USA Swimming club is allowing non-member swimmers to practice and train with the club swimmers who are all USA Swimming members. Do they have insurance?

This is not an insured activity. Non-member athlete participation is an insured activity only for **"tryouts"** under certain time and supervisory conditions. If a non-USA Swimming member athlete were injured, he would not be entitled to accident medical coverage. The insurance company would either reserve its rights to deny or deny coverage to the member club.

2. A YMCA club or high school team wishes to host a swim meet in which one or more USA Swimming member clubs will also be participating.

This meet can only be "approved." USA Swimming insurance will follow the participating USA Swimming athlete members if USA Swimming member club coaches are present and supervising them. USA Swimming insurance will also cover those USA Swimming officials designated to be present to attest to conformation to USA Swimming rules. USA Swimming will not insure the non-USA Swimming clubs or swimmers. The primary insurance coverage must be that of the YMCA or whomever is sponsoring the meet.

3. USA Swimming swimmer is member of USA Swimming Club A. He is also member of non-USA Swimming Club B (e.g., High School Team). Each club has different coaches. Club B enters non-USA Swimming meet (e.g., YMCA meet). LSC approves the meet. There is no insurance coverage for the USA Swimming swimmer.

4. USA Swimming athlete individually enters a meet, not sanctioned but approved. His USA Swimming coach is not present. No insurance coverage, either accident or liability. The USA Swimming athlete must be under direct supervision at any meet by a USA Swimming Coach.

5. Same as No. 4, but the swimmer's USA Swimming coach is present during the approved meet and supervises him. Both accident and liability would be applicable.

6. A swimmer on a college team wants to participate in USA Swimming-sanctioned competition. His college team has purchased a club membership in USA Swimming; however, not all of the team members are registered USA Swimming. Therefore the college team is not a club member of USA Swimming for insurance purposes. What, if any, insurance coverage does the college team/USA Swimming club have?

This particular situation requires a very careful answer, because it involves not only schools (including colleges) but also YMCAs and other allied members.

As a general rule of thumb: "When participating in an 'insured activity', a club must meet the definition of a USA Swimming Member Club for insurance purposes."

- a. When the college team, as a USA Swimming club, swims in a USA Swimming sanctioned meet, all swimmers and all coaches must be USA Swimming members

to even have the right to participate at all; insurance coverage follows. The college team may have 100 swimmers, but when it goes to a USA Swimming sanctioned event with 75 of its swimmers, all coaches and all 75 swimmers must be USA Swimming members.

- b. When swimming as a College Team in college competition, there is no USA Swimming insurance coverage (because not all are USA Swimming members).

These answers apply also to the YMCA and other organizations with USA Swimming members.

7. USA Swimming club holds an **approved** fund-raising event, supervised by club officials. Liability and excess accident insurance are applicable. (Approval from Risk Management Services, Inc. required).
8. Socials or fund-raising activities where alcoholic beverages are **sold are not approved** and are not an insured activity.
9. USA Swimming club owns its own pool facility. It must carry independent insurance at its own expense to cover premises liability. No coverage under USA Swimming program.
10. Dryland Training. The USA Swimming insurance covers member swimmers and member coaches during supervised dry-land exercises. The key word is "supervised." The same requirements of supervision must be observed whether the swimmers are in or out of the pool during training periods.
11. When does coverage begin and end?

Coverage begins and ends when it can reasonably be said that the coach or authorized club official has taken control or should have taken control of the swimmers and when they are no longer under his control. This will vary always with particular cases. It will extend into the locker room/bleacher area as well as the pool. The situation we are trying to avoid is the gathering (and perhaps gratuitous and unilateral commencement of practice) of swimmers without supervisory control, and the abandonment of swimmers by coaches or authorized club personnel when practice or training is over.

12. Do personal assistants for swimmers with a disability need to be members of USA Swimming to be on deck?

No, but personal assistants should be on deck only when their services are actually needed by the swimmer, and with permission from the meet director or meet referee.

In summary:

The key is USA Swimming controlled supervision and organization in a USA Swimming activity.

There are going to be situations in which the dividing line is extremely difficult to draw, particularly in liability situations. Complete the Report of Occurrence form or contact the USA Swimming National Headquarters at once whenever an accident occurs, no matter how minor you might think it is.