



www.ladabc.org

LADABC
a California non profit corporation
12950 Willard St.
No. Hollywood, CA 91605
(818) 585-3179
mstone@ladabc.org

RISK MANAGEMENT PROGRAM

Disclaimer: THIS RISK MANAGEMENT PROGRAM IS A BASIC PROGRAM THAT IS NOT ALL ENCOMPASSING. THE SOLE PURPOSE OF THIS SPORTS RISK MANAGEMENT PROGRAM IS TO REDUCE THE RISK OF LIABILITY TO THE SPORTS ORGANIZATION, ITS ADMINISTRATORS AND VOLUNTEERS AS WELL AS RELATED INSURANCE CARRIERS. THIS PROGRAM IS BY NO MEANS A SAFETY PROGRAM AND DOES NOT GUARANTEE THE SAFETY OF SPECTATORS, PARTICIPANTS, OR OTHER THIRD PARTIES. THE GUIDELINES OUTLINED IN THIS PROGRAM ARE FOR AWARENESS AND TRAINING PURPOSES AND FAILURE TO IMPLEMENT ANY OF THESE GUIDELINES IS NOT AN INDICATION OF NEGLIGENCE.

A. Identification of Risk:

Participation in a Sports Camp has inherent risks determined by several factors, including but not limited to, the type of activities and the age, skill and athletic abilities of the participant.

B. Risk Management Officer (RMO):

Risk Management Officer (RMO) is a formal position of our sports organization and the name and contact information of this position should be prominently displayed wherever officer names are listed. Our RMO is responsible for implementing, monitoring, and taking corrective action on all issues related to our risk management program. Our RMO answers to our board of directors but is empowered to make all day-to-day decisions on issues related to hazards including the modification, suspension, or halting of practice or play, if necessary. Our staff including administrators, coaches, assistant coaches, and managers are an extension of the RMO through their presence at every practice, game, and other events and should be in close contact with the RMO should any problems arise. Any staff member who observes unsafe physical hazards, conditions, acts, or violation of the risk management guidelines, should take the following action:

1. Take immediate corrective action if feasible, and
2. Immediately notify RMO in writing.

C. Risk Management Committee:

Our sports organization will appoint a risk management committee, the names of which should be documented in our official records each season. Note: Best to limit to an odd number for vote tie breaking. The RMO can be a member of the committee The Risk Management Committee should meet during the pre-season and postseason and any other time a special meeting is required. The duties of the Risk Management Committee should be as follows:

1. Long-range planning to discuss all facility and equipment updating and budgeting
2. Monitor and study effectiveness of Risk Management Program
3. Recommend changes to board of directors

D. Instruction:

Liability risk can be reduced if the following guidelines are followed:

1. Sport-Specific Techniques
2. Coaches should follow accepted practices for teaching sport related techniques.
3. Review all rule changes during preseason with administrators and staff
4. Review the following rules with players before every practice and game

E. Sports Injury Care

Injury Prevention Liability risk can be reduced by implementing the following guidelines:

1. Flexibility: Engage in standard flexibility and stretching exercises prior to practices and games.
2. Conditioning: Instruct on and implement a reasonable and age appropriate conditioning program.
3. Strength Training: Instruct on and implement a reasonable and age appropriate strength training program
4. Avoiding Heat Illness: Educate all on aspects of heat illness (Note: "Avoiding Heat Illness" can satisfy this requirement).
5. Educate players on the importance of pre-activity hydration.
6. Postpone practices or games to avoid peak/dangerous temperatures.
7. Modify to shorten the duration, intensity, and equipment usage during games and practices where necessary.
8. Schedule during practice and games mandatory fluid breaks.
9. Water and/or sports drinks should be readily available.
10. Emergency action plan for EMS.

F. Pre-Injury Planning

1. Emergency Phone List
 - a. EMS 911
 - b. Police 911
 - c. Fire 911
2. Facility Site Map: Maintain/provide a detailed map of all fields, parking areas, buildings, streets, as well as symbols for emergency access points for EMS, first aid stations, AEDs, fire extinguishers, and utility disconnect or shut off points. The exact name and address of the facilities should be listed as well as the names of the closest roads and intersections. The site map should be kept with all first aid kits).

3. First Aid Kit: A first aid kit should be available at all practice and game locations. Each coach should keep a fully stocked first aid kit in his or her vehicle at all times. Access to ice or cold packs should be available at all practice and game locations.
4. Certified Sports Trainer: A certified sports trainer(s) will be on site.

G. Post Injury:

Staff members should assess each injury and treat accordingly.

1. First Aid: When administering first aid, the staff member should not exceed the scope of his or her training. The purpose of first aid is to merely stabilize the situation by preventing it from becoming worse. Once the situation has been stabilized, all other treatment should be provided by a medical professional.
2. Medical Emergency: 911 should be called if immediate attention is necessary. The site map should be referenced when speaking to EMS so that clear instructions can be provided about the location of the facility and the best access point.
3. Emergency Information and Medical Consent Form: This form should be given to EMS upon arrival so that they will be aware of any pre-existing medical conditions and allergies.
4. Notification of Risk Management Officer: The RMO should be notified of all injuries so that he/she can document the injury and provide Accident Insurance Claim
5. Return to Play: Once a player has suffered an injury that requires medical treatment by a doctor, the decision regarding the appropriate time to return to play should be made by an approved healthcare professional

H. Facilities

Liability risk can be reduced by implementing Inspection, Maintenance, and Repair schedules. The facilities used are rented under an Event Use agreement. Under that agreement, the Facilities provider is responsible for maintenance of the following:

1. Rest Rooms (to be performed by designated staff)
2. Concession Areas (to be performed by designated staff)
3. Parking and Spectator Areas and Routes To and From (to be performed designated staff)
4. Outdoor Fields (to be performed by designated staff)

I. Equipment

Liability risk can be reduced by implementing the following guidelines:

1. Purchase and Use of Equipment:
 - a. When purchasing new equipment and using existing equipment, keep in mind that it must be used for its intended purpose as prescribed by the manufacturer.
 - b. Review all manufacturer specs on intended use, appropriate age group, capabilities, and limitations.
 - c. Equipment should comply with all standards of governing body, league, sports organization, and NOCSAE.

2. Equipment Modification
 - a. Never modify equipment as this may void the manufacturer's warranty and shift liability to our sports organization. As a general rule, only the manufacturer's representative should modify equipment. However, some equipment was meant to be modified to meet certain needs such as fitting. In these circumstances, only modify according to the original manufacturer's instructions.
3. Inspection
 - a. The sports organization equipment manager should inventory and inspect all equipment in the preseason and replace all equipment on an as-needed basis.
 - b. The equipment manager should issue required equipment to all teams.
 - c. Athletes and coaches should inspect all equipment prior to each practice and game.
 - d. Upon discovery of defect, equipment should be taken out of service. If repairs are not possible, a spare should be available.
4. Maintenance and Repair: Maintenance and repair of equipment should be undertaken on a routine basis. Maintenance is defined as the ordinary upkeep of equipment such as cleaning and tightening screws. Repair is defined as the replacement of worn or broken parts or correcting major problems. Maintenance and repair should only be undertaken by a properly qualified person who follows the written guidelines and specifications of the manufacturer. Whenever in doubt, it's best to transfer the liability risk to a manufacturer's representative.
5. Reconditioning: Reconditioning is an attempt to restore equipment to its like-new condition. It is always safest to transfer the liability risk of reconditioning to a reputable reconditioning business that is approved by the manufacturer.
6. Replacement: Equipment should be replaced per manufacturer's guidelines. Such replacements should be planned and budgeted for well in advance. A certain percentage of equipment should be replaced each year in a regular cycle to avoid wide variations in the age and quality of equipment.
7. Distribution / Acknowledgment / Documentation: An electronic copy of this risk management program should be distributed to each administrator and staff member prior to the start of every season. Each should acknowledge in writing (wet or electronic signature) that they have received and carefully reviewed the entire program. The sports organization should maintain documentation on an annual basis of the risk management plan that was distributed as well as the administrator and staff acknowledgements.

J. Proper Insurance Planning

All participants must attest to having insurance in force and understand that their coverage is primary for any injuries they obtain. In addition, all participants will be required to execute a WAIVER OF LIABILITY in a form and with such content as that attached as Attachment A and incorporated here.

K. Code of Conduct: Participation in the events should demonstrate high standards of ethics and sportsmanship and promote the development of good character and other

important life skills. The highest potential of teamwork is achieved when participants are committed to pursuing success with honor according to six core principles: trustworthiness, respect, responsibility, fairness, caring, and good citizenship (the "Six Principles of Character"). This Code applies to all participants involved in the Event. I understand that, in order to participate in Event, I will at all times act in a manner that complies with these standards.

NOTIFICATION OF INJURY

This Notification of Injury Form is to be used for accident medical claims. This form and all other correspondence must be submitted within 90 days from the date of accident.

Policies With Excess Coverage

Eligible covered expenses will be paid only if they are in excess of other valid and collectible insurance or medical payment plan. If the claimant is covered by any other health insurance or medical payment plan they must first submit claim to the primary insurance. After the primary insurance has paid benefits, then submit this claim form along with all EOB's(explanation of benefits) from the primary insurance.

Policies With Primary Coverage

Eligible covered expenses will be paid regardless of other valid and collectible insurance or medical payment plan. There is no need to submit claim to any other insurance.

Claim Form

The Insurance company claim form (Attachment 2) must be submitted for each individual claim. Part (A) must be completed in full by the Policyholder official or a staff member and signed by the Policyholder official or staff member. Part (B) must be completed in full by the injured person or the parent or guardian if that injured person is a minor and also must be signed. A fully completed claim form is not necessary when submitting additional medical bills; only one claim form is needed per accident/injury.

Medical Bills

Attach all medical bills. All submitted medical bills must be itemized for service. A balance due statement is not acceptable and will only delay processing. A physician's office should submit an invoice per CMS 1500. A hospital and/or emergency room should submit an invoice per UB04. CMS 1500 and UB04 are universal billing forms supplied by the physician's office and/or hospital.

Information Requests

In the event that a claim is not submitted in full or if additional information is needed, the claim will be closed, and the additional information will be requested via US Mail. Please forward the requested information immediately, so that we may finish adjudicating your claim in a swift manner. The explanation of benefits (information request) will be sent to the address of the injured person listed on the claim form in Part (B).

Claim Submission Checklist

Use the below checklist to assure a properly submitted medical claim is to be sent.

- a. If the injured person has primary health insurance has the claim been submitted first to the primary health insurance company? Yes No
- b. If claim has first been submitted to the primary health insurance company, are copies of EOB's (explanation of benefits) attached? Yes No
- c. Is part (A) of the claim form completed by the Policyholder official or staff member and signed? Yes No
- d. Is part (B) of the claim form completed by the injured person and signed? Yes No
- e. Are the attached medical bills itemized in either a CMS 1500 or UB04 form? Yes No
- f. Is part (B), item number 3 (social security number) completed? Yes No

Mailing The Claim

When completed in full, mail the attached completed claim form, itemized medical bills and copies of EOB's (explanation of benefits for use if coverage is excess) to:

The Loomis Company
P.O. Box 14162
Reading, PA. 19612-4162

If you should have any questions, or if a physician's office or hospital needs to confirm benefits before a medical procedure, Please contact the claims office at (866) 915-6618.

Documents may also be faxed to the claims office at (610) 370-6767. Please do not fax full medical claims, as often times medical bills are illegible when faxed. For emailing documents, please email suppacc@loomisco.com

PLEASE NOTE: Claims Must Be Submitted Within 90 Days of The Date of Accident.

NOTICE

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime.

EMERGENCY CONTACT FORM

Participant

Name _____ Date of Birth ____/____/____

Address _____

Allergies _____

Medications _____

Primary Emergency Contact

Name _____ Relation to Participant _____

Address _____

Telephone Home (____) ____-____ Mobile (____) ____-____

Secondary Emergency Contact

Name _____ Relation to Participant _____

Address _____

Telephone Home (____) ____-____ Mobile (____) ____-____

PARTICIPANT WAIVER AND RELEASE

Section 1. Acknowledgements.

On behalf of (a) myself and, if applicable, (b) a dependent, including any child under eighteen (18) years old or a legally incapacitated adult for whom I am his/her parent/guardian (a "Dependent"), as a participant in the Events (as defined below) (the "Participant"), I acknowledge (i) and represent that I am over eighteen (18) years of age, and (ii) that my/my Dependent's participation in any activity related to, directly or indirectly, any event held at the Jackie Robinson Training Complex (the "Facility") (each, an "Event" and, collectively, "Events") is voluntary and that the opportunity to participate in the Events shall be sufficient consideration for this Participant Release and Waiver (this "Release"). I represent that I and my Dependent (if applicable) understand the nature of the activities associated with the Events and that I am/my Dependent is qualified, in good health and in proper physical condition to participate in the Events. I acknowledge that if I believe any conditions in connection with the Events, including, without limitation, (A) playing conditions, (B) supervision (or lack thereof), (C) transportation to, from or around the Events and (D) food or beverages consumed during the Events, are unsafe or unsuitable for me/my Dependent in any way, I will immediately discontinue my/my Dependent's participation in the Events. I fully understand that participation in the Events involves foreseen and unforeseen risks of property damage, illness or serious bodily injury, including, without limitation, permanent disability, paralysis, and death, which may be caused by my/my Dependent's own actions or inactions, those of others participating in the Events (directly or indirectly), the conditions in which the Events take place and/or the negligence of any LABABC Entity or any MLB Person (as each is defined below). I understand, accept and assume all such foreseen and unforeseen risks and dangers inherent and relating to my/my Dependent's participation in the Events. In connection with any injury I/my Dependent may sustain or any other medical condition I/my Dependent may experience during my/my Dependent's participation in or with the Events, I authorize any emergency first aid, medication, or medical treatment (collectively, "Emergency Medical Services") deemed necessary by the attending certified medical or emergency personnel (collectively, the "Medical Staff") if I am not able to act on my own/my Dependent's behalf. Additionally, I agree to assume responsibility for any reasonable costs, fees or other monetary charges associated with such Emergency Medical Services.

Section 2. Release and Waiver.

To the fullest extent permitted by applicable law, I hereby release, forever discharge, and covenant not to sue LADABC, a California nonprofit corporation, its officers, directors, contractors, agents, and representatives as well as Major League Baseball Properties, Inc., MLB Advanced Media, Inc., MLB Advanced Media, L.P., the Office of the Commissioner of Baseball, Major League Baseball Charities, Inc., Major League Baseball Youth Foundation, The MLB Network, LLC, MLB Media Holdings, L.P., Tickets.com, LLC, Verotown, LLC, each of the Major League Baseball clubs, the owners and operators of the venues in which the Events are held, and each of their respective

past, present and future affiliated entities associated with the Events, and any entity with jurisdiction over any venue in which an Event is held (each a "Entity" and, collectively, the "Entities"), and each of the foregoing Entities' respective past, present and future related entities, subsidiaries, affiliates, officers, directors, partners, owners (direct or indirect), shareholders, agents, servants, officials, employees, volunteers, successors, assigns, rightsholders, sponsors and other licensees (each, a "Person" and, collectively, the "Persons"), from any claims, liabilities, demands, losses, costs and damages of whatever kind or nature, in law or equity, known or unknown, that arise from or relate in any way, directly or indirectly, to my/my Dependent's participation in the Events and the inherent risks associated therewith, other than if due to the willful misconduct of any Entity or any Person. I FURTHER AGREE THAT NEITHER ANY ENTITY NOR ANY OF THE PERSONS SHALL BE RESPONSIBLE FOR ANY DEATH, ILLNESS, PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS SUFFERED AS A RESULT OF MY/MY DEPENDENT'S PARTICIPATION IN THE EVENTS, OTHER THAN IF DUE TO THE WILLFUL MISCONDUCT OF ANY ENTITY OR ANY PERSON. I hereby provide the foregoing Release for myself/my Dependent, my/my Dependent's personal representatives, assigns, heirs, next of kin and any other person or entity that may be entitled to make such a claim on my/my Dependent's behalf.

Section 3. Right of Publicity and Data Collection.

I agree that participation in any Events by myself and/or my Dependent shall constitute irrevocable, non-exclusive, transferable, sublicensable and assignable right for the Entities and Persons to collect (i) my/my Dependent's name, words, voice, biographical information and/or likeness or any other identification of myself/my Dependent (the "Images"), and (ii) performance and athlete data (including, but not limited to, athlete performance, equipment performance, speed, spin and movement of pitched, thrown and batted baseballs and related video, digital and/or electronic recording and/or tracking analysis systems) (collectively, "Performance Data") for commercial or promotional advertising, publicity, instructional or any other purposes in connection with the Events or the business of any of the Entities or Persons, in any medium, at any time and from time to time, at such Entity's or Person's reasonable discretion in each instance without compensation to, or right of prior review or approval by, myself/my Dependent. On behalf of myself and my Dependent, I hereby release, waive and forever discharge and covenant not to sue any of the Entities and/or Persons with respect to any and all liabilities arising from, based upon or relating to any claim for invasion of privacy, violation of right of publicity, defamation or appropriation, or any similar claim in connection with any such use of my/my Dependent's Images or Performance Data.

Section 4. Indemnification.

By voluntarily providing the electronic equivalent of my signature by clicking "I have read and agree to the Waiver requirements" above, I further agree that I will indemnify, defend and hold harmless the Entities and the Persons from and against any and all liability arising from, or in connection with, my/my Dependent's participation in the Events other than any liability arising out of the Entities' or the Persons' willful misconduct. I further agree that if, despite this Release or any waiver of liability or assumption of risk in connection with the Events, I, or anyone on my behalf, makes a claim against any Entity and/or any Person, I will, to the fullest extent permitted by

applicable law, indemnify, save and hold harmless each of such persons and/or entities from any liabilities, claims, demands, losses, costs, and damages which any such persons or entities may incur as a result of such claim, including, without limitation, attorneys' fees incurred by any such persons or entities defending against such claims, except for such claims arising out of the Entities' or the Persons' willful misconduct.

Section 5. Communicable Disease Assumption of Risk and Release of Liability

This section is an acknowledgement and express assumption of risk and release of liability in any way related to me/my Dependent being exposed to or contracting COVID-19 (as defined by the World Health Organization) and any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "Communicable Disease"), during or in connection with my/my Dependent's participation in any Events and/or my/my Dependent's presence at the Facility. By participating in any Events and/or being present at the Facility, I acknowledge and expressly assume the risk that I/my Dependent may be exposed to Communicable Disease. I expressly understand that the risks of exposure to Communicable Disease include contracting Communicable Disease and the associated dangers, medical complications (including death) and physical and mental injuries, both foreseen and unforeseen, that may result from contracting Communicable Disease. I further acknowledge and understand that my/my Dependent's interaction with Event staff, participants and any other individuals present at the Facility poses an elevated, inherent risk of being exposed to and contracting Communicable Disease, that it cannot be guaranteed that I/my Dependent will not be exposed to Communicable Disease, and that potential exposure to or contraction of Communicable Disease while participating in any Events and/or being present at the Facility are risks that cannot be eliminated. If infected with Communicable Disease, I acknowledge and understand that I/my Dependent may subsequently infect others, even if I/my Dependent don't experience or display any symptoms.

In connection with the foregoing, I agree that I/my Dependent will not participate in any Event or be present at the Facility if, within fourteen (14) days preceding any such Event, I/my Dependent (i) tested positive or presumptively positive for Communicable Disease or was identified as a potential carrier of Communicable Disease, (ii) experienced any symptoms commonly associated with Communicable Disease, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath; (iii) traveled to a country that is subject to a U.S. State Department Level 4 "Do Not Travel" Advisory or a CDC Level 3 Travel Health Notice (each, a "Prohibited Country") and/or (iv) was in direct contact with or the immediate vicinity of any person who is either confirmed or suspected of being infected with Communicable Disease or who has travelled to a Prohibited Country within fourteen (14) days preceding my/my Dependent's encounter with such person. I further agree that I/my Dependent will submit to any health screening and/or Communicable Disease testing that may be required as a condition of my/my Dependent's participation in any such Event and/or presence at the Facility.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE THE ENTITIES OR PERSONS FOR, AND NEITHER THE ENTITIES NOR PERSONS SHALL BE RESPONSIBLE FOR, ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COMMUNICABLE DISEASE BY ME/MY DEPENDENT OR ANY OTHER INDIVIDUAL INFECTED BY ME/MY DEPENDENT, INCLUDING, WITHOUT LIMITATION, CLAIMS RESULTING FROM THE NEGLIGENCE OF ENTITIES OR PERSONS AND/OR THE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN ANY EVENTS AND/OR BEING PRESENT AT THE FACILITY DURING A COMMUNICABLE DISEASE PANDEMIC OTHER THAN IF DUE TO THE WILLFUL MISCONDUCT OF ANY ENTITY OR ANY PERSON.

I FURTHER ACKNOWLEDGE AND AGREE THAT I AM FAMILIAR WITH AND DO HEREBY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE (AND SIMILAR PROVISIONS OF OTHER JURISDICTIONS) WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Section 6. Governing Law.

This Release, as well as any dispute between me/my Dependent and any Entity and/or any Persons, shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Any dispute, claim or cause of action arising out of this Release, including, but not limited to, my/my Dependent's participation in the Events, shall be settled by mandatory, confidential, final and binding arbitration. The arbitration shall be held in the County in which Participant attended the majority of the Events, and administered by JAMS in accordance with its then-existing commercial arbitration rules (except for any rules authorizing class arbitration). There shall be a single arbitrator to be selected in accordance with those rules. Neither I, any Entity nor any Person(s) shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative member of a putative class or in a private attorney general capacity. The arbitrator shall have the power to award any remedies available under applicable law; provided, however, that the arbitrator shall have no authority to award punitive or other monetary damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. I agree that if any portion of this agreement is held to be invalid, the balance shall continue in full force and effect.

NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE ENTITIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY VOLUNTARILY SUBMITTING YOUR ACCEPTANCE OF THIS RELEASE BY CLICKING "I HAVE READ AND AGREE TO THE WAIVER REQUIREMENTS" ABOVE YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE ENTITIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO ACCEPT THIS RELEASE, AND THE ENTITIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SUBMIT YOUR ACCEPTANCE OF THIS RELEASE BY CLICKING "I HAVE READ AND AGREE TO THE WAIVER REQUIREMENTS" ABOVE.

I HAVE READ THIS RELEASE AND HAVE VOLUNTARILY PROVIDED THE ELECTRONIC EQUIVALENT OF MY SIGNATURE BY CLICKING "I HAVE READ AND AGREE TO THE WAIVER REQUIREMENTS" ABOVE, AND I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN STATEMENT HAVE BEEN MADE OR OFFERED TO ME BY ANY ENTITY OR ANY PERSON. I FURTHER REPRESENT THAT I AM AWARE THAT BY PROVIDING THE ELECTRONIC EQUIVALENT OF MY SIGNATURE BY CLICKING "I HAVE READ AND AGREE TO THE WAIVER REQUIREMENTS" ABOVE I AM OR MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

IF PARTICIPANT IS A DEPENDENT: I AM A PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT FOR WHOM I AM VOLUNTARILY SUBMITTING MY ACCEPTANCE OF THIS RELEASE BY CLICKING "I HAVE READ AND AGREE TO THE WAIVER REQUIREMENTS" ABOVE, AND I ATTEST THAT THE PARTICIPANT IS A MINOR, THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT AND CONSENT TO HIS/HER PARTICIPATION IN THE EVENT

CLAIM FORM

PART I – PARTICIPATING ORGANIZATION STATEMENT

Policy Number:		Policyholder / Organization Name:		Event, Activity or Sport:	
Claimant's Name (Injured Person)		Social Security Number	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	E-Mail Address
Address of Injured Person and Best Contact Phone Number (Include Area Code)					
Date and Time of Accident		Place where Accident Occurred		The injured person was a: <input type="checkbox"/> Participant <input type="checkbox"/> Staff Member <input type="checkbox"/> Other	
Dental Claims	Indicate which Teeth were Involved in the Accident	Describe Condition of Injured Teeth Prior to Accident: <input type="checkbox"/> Whole, Sound, and Natural <input type="checkbox"/> Filled <input type="checkbox"/> Capped <input type="checkbox"/> Artificial			
Type of Injury (Indicate Part of Body Injured – e.g. broken arm, sprained ankle, etc.)				Did Injury Result in Death? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Describe How Accident Occurred – Provide All Possible Details					
Did Accident Occur (Check Yes or No for Each of the Following):					
A. During a participating organization sponsored & supervised, or sanctioned activity?		<input type="checkbox"/> YES <input type="checkbox"/> NO			
B. On activity premises?		<input type="checkbox"/> YES <input type="checkbox"/> NO			
C. While traveling directly and uninterruptedly to or from the activity?		<input type="checkbox"/> YES <input type="checkbox"/> NO			
D. During a participating organization practice?		<input type="checkbox"/> YES <input type="checkbox"/> NO		or competition? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Signature of Participating Organization Representative			Name and Title of Participating Organization Representative		Date

PART II – OTHER INSURANCE STATEMENT

Do you/spouse/parent have medical/health care or are you enrolled as an individual, employee or dependent member of a Health Maintenance Organization (HMO) or similar prepaid health care plan, or any other type of accident/health/sickness plan coverage through an employer, a parent's employer or other source? YES NO

If Yes, name of insurance company: _____ Policy #: _____

Mother's (Guardian's) primary employer name, address & telephone: _____

Father's (Guardian's) primary employer name, address & telephone: _____

Are you eligible to receive benefits under any governmental plan or program, including Medicare?

YES NO If yes, please explain: _____

IF OTHER INSURANCE OR HEALTH CARE PLANS EXIST, PLEASE SUBMIT COPIES of their EXPLANATION OF BENEFITS along with your claim.

PART III – AUTHORIZATIONS

I authorize medical payments to physician or supplier for services described on any attached statements enclosed. If not signed, please provide proof of payment.

SIGNATURE _____ **DATE** _____

I authorize any physician, medical professional, hospital, covered entity as defined under HIPAA, insurer or other organization or person having any records, dates or information concerning the claimant to disclose when requested to do so, all information with respect to any injury, policy coverage, medical history, consultation, prescription or treatment, and copies of all hospital or medical records or all such records in their entirety to _____ or its designated administrator. A photo static copy of this authorization shall be considered as effective and valid as the original.

I agree that should it be determined at a later date there is other insurance (or similar), to reimburse to the extent of any amount collectible.

I understand that any person who knowingly and with the intent to defraud or deceive any insurance company; files a claim containing any material by false, incomplete or misleading information may be subject to prosecution for insurance fraud.

SIGNATURE _____ **DATE** _____