

2019 CABA Insurance Program

WHY DO I NEED THIS INSURANCE?

Whether or not your team is negligent, you can be sued. Even if you are found innocent, you have investigation and legal expenses. If you are found liable, you will have to pay all judgements. You need to be protected:

- To protect your team from lawsuits that may arise as a result of baseball-related activities
- To protect current and future assets that may be at risk as a result of a bodily injury, personal injury, or property damage claim
- To provide excess medical benefits for accidental injuries to your players & volunteers

TERM OF INSURANCE

Coverage will begin the date all monies AND the completed application are received and approved by the program administrator. However, no coverage will be provided before 1/1/19 and all coverage will expire on 1/1/20.

WHO CAN PURCHASE THE INSURANCE?

Only CABA registered teams have the opportunity to purchase this insurance.

DOES COVERAGE EXTEND TO NON-CABA ACTIVITIES?

Yes, under the CABA Insurance Program, coverage applies to any baseball-related activity in which CABA registered teams compete, even if it is a tournament sponsored by another organization.

WILL MY INSURANCE APPLY FOR MORE THAN ONE SEASON?

Coverage for your team will not expire until 1/1/20. If you retain 50% or more of your original team roster and your same team name, coverage will apply for your team's spring, summer, and fall seasons, but only for losses occurring within the policy period.

ADDITIONAL INSURED

The policy automatically covers any person, organization or entity engaged in sponsoring or providing the premises for your team or league operations. This is included at no additional charge.



GENERAL LIABILITY INSURANCE PLAN

WHO IS COVERED

CABA, its National Officers and Regional Directors, its enrolled member teams (including their coaches, managers, and players), and any volunteer workers of affiliated organizations while acting within the scope of their duties as such.

POLICY LIMITS

• General Aggregate	Not Applicable
• Per Occurrence	\$ 1,000,000
• Participant Legal Liability	\$ 1,000,000
• Products/Completed Operations Aggregate	\$ 2,000,000
• Damage to Premises Rented To You	\$ 300,000
• Medical Payments Expense	\$ 1,000
• Personal/Advertising Injury	\$ 1,000,000
• Abuse/Molestation Per Occurrence	\$ 1,000,000
• Abuse/Molestation Aggregate	\$ 2,000,000

Defense, investigative and other related costs are in addition to the limits of liability.

Policy limit applies per occurrence, regardless of the number of insureds on the policy, or number of persons or organizations who sustain injury.

PROVIDES PROTECTION FOR

- Participant and Spectator Bodily Injury and Property Damage
- Claims resulting from injuries to participants
- Claims of libel, slander and wrongful eviction
- Claims from consumption or use of food products
- Liability assumed under written contract

COVERED ACTIVITIES

- Try-outs
- Supervised Practices
- Baseball Games
- Participation in Tournaments
- Meetings
- Award Banquets
- Approved Fundraisers

EXAMPLES OF EXCLUSIONS

- Property of others in the care, custody and control of insured, i.e. personal property of players, coaches, etc.
- Employment-related practices
- Losses arising from the ownership, use or maintenance of any automobile
- Intentional Acts
- Fireworks
- Amusement Devices, i.e. dunk tanks, inflatable devices, etc.
- Liquor Liability - sale of alcoholic beverages
- Camps/Clinics involving participants that are not on your team roster

Notes on Abuse/Molestation:

- With respect to insured teams only, no coverage for Abuse or Molestation allegations will apply if there is no system in place to perform at least one of the following background checks:
 - 1) Internet sexual offender registry checks on all persons with repeated access to youth. This check must be done on an annual basis.
 - 2) Criminal background check by a third party vendor. This check must be done once upon initial employment, subcontracting or volunteering of a person with repeated access to youth and at least once every third year thereafter.

Notes on Participant Legal Liability:

- All CABA insured teams **must** maintain a system to secure signed Waiver and Release forms (that are approved by the insurance company) from team members and coaches on an annual basis (prior to the start of the season, including practices).
- Insured teams will be required to provide the insurer with a signed Waiver and Release form at the time of claim. **(Attached is a copy of an approved Waiver/Release form).**

ACCIDENT INSURANCE PLAN

Excess Medical	\$100,000
Deductible	\$500

INSURED PERSONS

Participating team players, coaches, managers and volunteers of teams which are registered with the Policyholder and have paid the proper premium.

COVERED ACTIVITIES

Participating in any baseball game, practice, or tryout that is sponsored and supervised by a team registered with the Policyholder. Coverage includes group travel to and from such activities under the direct supervision of a team representative.

PROVIDES COVERAGE FOR

Covered medical expenses incurred within 52 weeks after an accident. Coverage is provided on a secondary basis. If other valid and collectible insurance is in force, it must be used as primary. If no other coverage is in force, this coverage becomes primary. Deductibles will apply on a primary and excess basis.

Covered Medical Expenses include the reasonable and customary charges for services and supplies such as:

- Treatment and care by a physician, surgeon, or registered nurse
- Hospital confinement or outpatient care in a hospital
- Emergency ambulance service
- Prescription drugs and medicines
- X-rays
- Dental Expenses, but only if required because of injury to sound, natural teeth

EXAMPLES OF EXCLUSIONS

- The cost of eyeglasses, contact lenses or examinations for either
- Air travel, unless the insured is a passenger on a regularly scheduled flight of a properly licensed commercial airline
- Intentional self-destruction or an attempt at it, or intentional self-inflicted injury while sane or insane
- Declared or undeclared war
- Losses resulting from being intoxicated or under the influence of a narcotic unless it is administered on the advice of a doctor
- Losses resulting from sickness, disease, or bodily infirmity, or from any cause other than the accident

\$5,000 ACCIDENTAL DEATH & SPECIFIC LOSS COVERAGE

If an insured person dies or loses his sight or limbs, during a covered event, a benefit will be paid upon proof that:

- The loss occurred within 52 weeks after the injury, and
- The loss was a direct result of the injury

Type of Loss	Benefit
Life	\$ 5,000
Both hands or both feet	\$ 5,000
Sight of both eyes	\$ 5,000
One hand and one foot	\$ 5,000
One hand or foot and sight of one eye	\$ 5,000
One hand or one foot	\$ 2,500
Sight of one eye	\$ 2,500
Speech or Hearing in both ears	\$ 2,500

Loss of a hand or foot is actual severance through or above the wrist or ankle joint, or total and irrecoverable loss of use of these members as a result of damage to the tissue of that member.

Loss of sight, speech or hearing is total and permanent loss.

A maximum of \$5,000 will be paid under this benefit if an insured person suffers more than one loss.

<u>Cost per Team</u>	
Ages 12 & Under	\$ 148
Ages 13 - 15	\$ 209
Ages 16 - 18	\$ 225

<u>Cost per Team When Coverage is Effective 9/1/19 or After</u>	
Ages 12 & Under	\$118
Ages 13 - 15	\$167
Ages 16 - 18	\$180

RELEASE OF LIABILITY - READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the _____ program, its related events and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that:
(Name of Organization/Team)
(Name of Participant)

- 1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CONTINENTAL AMATEUR BASEBALL ASSOCIATION AND

(Name of Organization/Team)

their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT , FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x _____ Age: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x _____ Emerg. Phone # (s) : _____ Date Signed: _____
PARENT/GUARDIAN'S SIGNATURE