



Dear Race Director,

Thank you for your interest in using the US Endurance Cycling event coverage for your event. Enclosed you will find US Endurance insurance information for the 2020 year which can be used for gravel grinders, mountain bike races, cyclocross, trail runs and off road duathlons. There are no membership or license fees for the racers in USE covered events. The USE would like to help you promote a safe & well-organized event. All events must comply with the USE minimum event safety requirements. Please feel free to contact us for guidance and free consultation as your event is being planned. There are also several free race director resources available on the USE website that may aid you in planning your event.

Once completed, your certificate of insurance will be available to download from the American Specialties website. Also on the website is the USE waiver which has been approved for use in all states. Your event must use this waiver and should not modify this waiver nor use any additional waivers as this could destroy the effectiveness of the waiver and affect the effectiveness of your insurance coverage. **The waiver may be placed electronically on your registration website for participants to complete. Contact USE for a waiver in word format which can be placed on your registration website**

Enclosed please find the insurance coverage information for 2020 USE insured events. The coverage will give promoters their own **individual policy limits** for each event. This policy provides some of the most comprehensive coverages available for your endurance cycling event with General Liability Limits of \$1,000,000.00 with a \$5,000,000.00 Aggregate. USE coverage includes \$25,000.00 in Participant Accident Coverage for your participants, staff & volunteers. All participants, volunteers and staff must sign the enclosed waiver in order to be eligible for insurance coverage. Events must sign the USE event agreement in order to purchase USE Insurance coverage.

Promoters hosting USE insured events must complete the included USE event agreement and return to the USE.

Promoters will be required to pay a \$.50 per participant fee to USE in addition to the event insurance coverage fees.

The online USE Insurance Application & Event Agreement must be read and acknowledged for each race that you are hosting at the time you purchase insurance. If you do not have Internet access, contact USE for event coverage & insurance forms.

We are looking forward to an exciting 2020 year, if you have any additional questions please feel free to call.

Sincerely,
Troy Farrar
USE
979-703-5018



USE MINIMUM EVENT SAFETY REQUIREMENTS

All events receiving insurance coverage by USE agree to follow the following Minimum Event Safety Requirements

Race Management:

1. All participants must sign USE Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement. Race Management should keep for 7 years for adults and until maturity + 4 years for minors.
2. Select and design a safe venue to conduct the event.
3. Acquire all required permits for producing the event.
4. If the event is a running or cycling event using public roads, the race director must meet with city and/or county officials and comply with their requirements.
5. Race Director must complete USE Event Agreement
6. Race Directors should plan for unforeseen conditions (bad weather, construction, etc.) which develop before the race that may necessitate a change of plans.
7. Race Director should have an adverse weather plan.
8. The Race Director should notify local EMS and/or hospitals of the location, date and time of the event.
9. All participants are required to wear a certified bicycling helmet (CPSC marked bicycling helmets) while biking.

Medical Plan:

1. Develop a comprehensive medical plan that identifies the person in charge and includes information on personnel, support, emergency communication and medical forms.
2. Must have means of immediate communication to local Emergency Medical Services, (radio, cellular telephone, satellite telephone, telephone, etc.).
3. Race Director must complete USE incident report upon completion of the event if there is a medical problem.

Exclusions:

1. This program cannot be used for **mud runs** or **obstacle runs** which include man made obstacles or mud pits.
2. No motorized vehicles of any kind may be used by participants in the event.
3. No animals of any kind may be used by participants in the event.
4. No firearms, paintball guns, cross bows or bow & arrows of any kind may be used in the event.
5. Class 1 eBikes are the only eBikes that are covered by the US Endurance policy. For this policy, the definition of a Class 1 eBike is an eBike equipped with a motor that provides assistance only while the rider is pedaling. A Class 1 eBike will not provide assistance at a speed greater than 20 mph. Class 2 (an eBike that has a motor that will assist even when the user is not pedaling) and Class 3 (an eBike that provides assistance up to 28 mph) eBikes will not be approved. Events with eBikes must insure this policy is understood by all eBike riders and that no Class 2 or Class 3 eBikes participate in their event.

Post Race:

1. Clean up race site; leave no trace of your event.
2. Keep participant Waivers for 7 years.
3. Pay .50 per participant fee to USE

2020 Insurance Premiums For US Endurance

TO APPLY GO TO: www.amerspec.com/USECF

In order to comply with USE insurance coverage and event requirements all events must participate in this insurance program. Your event must sign the USE Event Agreement in order to qualify for the following insurance coverage.

Commercial General Liability Insurance:

Arch Insurance Company (a member of Arch Insurance Group)

AM Best Company Number 003186 / AM Best Rating A+ (Superior) XV

Coverage Includes Suits Arising Out Of:

- Injury or death of participants, spectators or volunteers
- Third Party property damage liability
- Activities necessary to conduct events
- General negligence claims
- Cost of investigation and defense of claims, even if groundless

Coverage Excludes:

- Mud runs and obstacle runs
- Class 2 and Class 3 eBikes (See Minimum Event Safety Requirements / Exclusions #5 for details)
- Motorized apparatus
- Animals or Equestrian events
- Firearms, Paintball or Weapons
- Player vs. Player suits
- Man made obstacles

Named Insureds: USE event organizers, promoters, event owners, race participants & race officials but only while acting in their capacity as such, during a USE covered event that has been endorsed to the policy. Landowners, Sponsors & Other Entities approved by the carrier may be added as additional insured at no additional charge.

Master Policy Limits

- \$5,000,000.00 General Aggregate Per Event
- \$1,000,000.00 Each Occurrence Limit
- \$5,000,000.00 Products / Completed Operations Aggregate Limit
- \$1,000,000.00 Personal & Advertising Injury Limit (Any one person or organization)
- \$1,000,000.00 Damage To Rented Premises Liability (Any one premises)

PARTICIPANT LEGAL LIABILITY: "Participant Legal Liability" is defined as those sums which the insured becomes legally obligated to pay because of actions brought against that insured for "bodily injury" to a "participant" while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by you. The term "Participant" shall include players/athletes, coaches, managers, staff members, team workers, volunteers, game officials, and other personnel who have been granted proper authorization to enter any restricted area.

Accident Medical Excess Expense and Accidental Death and Dismemberment:

Federal Insurance Company A ++ XV rating (Superior)

\$25,000 Accident Medical Excess

\$2,000,000 Maximum Limit (Per Accident)

\$10,000 Orthopedic Appliances

\$10,000 Physical Therapy

\$500 Deductible per claim

\$10,000 Accidental Death & Dismemberment Principle Sum

Excess of any other insurance coverage available

****If the event promoter/organizer does not have a process in which to collect liability waivers from event participants, coverage could be invalidated****

2020 Insurance Premiums For USE

***NOTICE:**

USE coverage is intended for mountain bike, gravel grinder, cyclocross & trail running races only. Events which include 1 of the above mentioned disciplines and running (For example an off road duathlon) may use USE coverage. If your event is not a trail run, mountain bike, gravel grinder or cyclocross race please contact USE to ensure your event is eligible for coverage under the USE program.

COST

Event Details

Cost

Single Day Event (24 hours or less)

| | |
|------------------------|-----------|
| 1-100 Participants | \$488.00 |
| 101-300 Participants | \$654.00 |
| 301-600 Participants | \$1156.00 |
| 601-900 Participants | \$1655.00 |
| 901-1300 Participants | \$2322.00 |
| 1301-1700 Participants | \$2990.00 |
| 1701-2100 Participants | \$3656.00 |
| 2100-2500 Participants | \$4325.00 |
| 2501-2900 Participants | \$4992.00 |
| 2901-3300 Participants | \$5659.00 |

Each Additional Day \$152.00

Participant Fees

Promoter agrees to pay USE a \$.50 per participant fee



USE EVENT AGREEMENT

EVENT NAME _____ DATE(S) _____

EVENT LOCATION _____

EVENT ADDRESS _____

CITY _____ STATE _____ ZIP _____

EVENT ORGANIZER/PROMOTER _____

PROMOTER'S ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE (W) _____ (H) _____

WEBSITE _____

E-MAIL _____

DISCIPLINES INVOLVED _____

EXPECTED # OF PARTICIPANTS _____

This event agreement ("Agreement") is made between the following entities: USE LLC., a Texas company;

_____, the race promoter(s) or directors of the

_____(the "Event"); and all other persons or entities connected with the production of the Event and appearing as signatories to this Agreement. (All such race promoter(s), race director(s), and other signatories are referred to herein individually and collectively as "Race Director")

In consideration of the mutual concerns and promises set forth below, the adequacy of which is hereby acknowledged, USE and Race Director agree as follows:

This event Agreement is given by the undersigned Applicant for the benefit of USE, and its respective divisions and associations, employees, agents, members, sponsors, promoters and affiliates (collectively "Releasees").

I acknowledge that running and bicycling are an inherently dangerous sport in which I am promoting and that USE, Inc. and its associations are corporations formed to advance these sports, the efforts of which directly benefit me. In consideration of and, as a condition of my EVENT PERMIT and the issuance of an EVENT PERMIT to me by USE LLC, I individually and on behalf of my heirs, executors, administrators, legal representatives, successors and assigns, release and forever discharge, hold harmless, indemnify, including as to attorney fees, and promise not to sue Releasees on, from or against, and waive, any claims, damages, expenses or demands arising directly or indirectly from or attributable in any way to the negligence, action or failure to act of any one involved in connection with the sponsorship, organization or execution of this sporting event. It is understood and agreed that USE, Inc. makes no warranties, expressed or implied, to the organizing or promoting entity, to entrants, competitors, or spectators, or to any other person. USE LLC and its member associations are not promoting organizations. I understand any permit issued by USE, Inc. is not assignable to another event. Every term and provision in this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Race Administration. Race Director agrees, covenants, warrants, and represents that Race Director shall follow and ensure that the Event complies with all USE's management criteria, safety guidelines, rules, regulations, policies, directives, decisions, and all procedures set forth in the USE event requirements entitled "USE Minimum Event Safety Requirements." Race Director shall collect, as trustee on behalf of USE, all required fees, release forms, and shall deliver such items to USE within the time period set forth in this event application.

Safety Guidelines. It is expressly understood and acknowledged by Race Director that the requirements, standards, and guidelines established by USE are intended to provide for the orderly administration of the Event and are not intended to guarantee the safety of participants. Race Director acknowledges that the safety considerations may or may not require that additional precautions or measures be taken beyond the minimum requirements established by USE, and Race Director agrees to take measures to promote and conduct the safest event possible.

Legal Claims and Event Records. Race Director hereby covenants and agrees to cooperate in good faith with USE and its agents in the event of any personal injury claims or other legal actions arising out of the Event and to maintain adequate business records for the Event for a period of at least seven (7) years after the Event and to provide USE access to such records. Business records include, but are not limited to, participant waiver forms, facility use agreements, vendor certificates of insurance, race participant census data, and accounting records.

No Warranties or Agency. It is understood and agreed that USE makes no warranties, express or implied, to the Race Director, or other race promoters, sponsors, participants, volunteers, spectators, or any other person or entity related in any way to the Event. Under no circumstances shall Race Director act as the agent of USE. There is no intent to create an agency, partnership, or joint venture relationship between USE and the Race Director of the Event.

Warranty of Information. Race Director warrants that all the USE Minimum Event Safety Requirements for coverage with the USE will be complied with and that all information listed under Event Description of the Event Agreement Application is true and correct. Falsifying or misrepresenting information in the Event Agreement Application will result in either voiding or reducing the amount of insurance coverage available to the Race Director or Event as part of USE's coverage of the Event.

If any statement set forth in the event agreement application or any representation made to USE in connection with the event application subsequently becomes untrue prior to the competition of the Event, Race Director shall immediately notify USE in writing of the change in circumstances.

Indemnification. Each Race Director (as defined above), personally, and on behalf of all affiliated or related entities connected in any way with the promotion or administration of the Event, hereby, jointly and severally, indemnifies and agrees to defend and hold harmless USE, its officers, directors, employees, and agents for and against any and all claims, liabilities, demands, obligations, debts, costs of litigation, attorney's fees, or other expenses related to or arising out of the organization or conduct of an Event that does not meet the minimum event safety requirements outlined in the USE Minimum Event Safety Requirements and agreed to under "Race Administration of this Agreement."

Grant of Coverage. Provided that the Race Director and the event comply with all the terms and conditions of this agreement, USE shall insure the Event. USE may terminate the Event's coverage at any time if a Race Director or the Event fails to comply with any of the terms of this Agreement.

Insurance. USE may process Race Director's application for insurance by delivering Race Director's application materials to USE's insurance agent. It is expressly understood that USE is not acting as an insurer or insurance agent. USE makes no representations or warranties with respect to the insurance coverage, and Race Director shall read and be bound by the written terms of the insurance policy and certificates of insurance.

Modifications. This agreement represents the entire agreement between both parties with respect to the coverage of the Event. No modification or amendment of this Agreement or waiver of any provision of this agreement shall be valid unless it is set forth in writing and signed by the party to be charged.

I agree to return all USE fees within 14 days of the completion of my event. If I fail to return the aforementioned items within the 14 day grace period, I agree to pay a late fee of \$250.00 for each additional week (7 days).

Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Texas.

Fees. I agree to pay a \$.50 per participant fee to USE LLC.

WHEREFORE, intending to be legally bound by the terms hereof, the undersigned have executed this Agreement on the date set forth to their respective signatures.

INDIVIDUAL RACE DIRECTORS

Printed or typed name

Printed or typed name

Signature

Date

Signature

Date

BUSINESS ENTITIES: (Complete if a party other than race director owns event)

By _____
Date

By _____
Date

Position _____

Position _____

Race directors must complete 1 Event Agreement per event.



**US ENDURANCE WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Specific Event Waiver)**

Event Name: _____ Event Date(s): _____

IN CONSIDERATION of USE LLC allowing me to participate in the USE event described above **(the "Event")** I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement **(the "Agreement")**;

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. I understand and acknowledge the physical and mental rigors associated with this adventure racing Event, and realize that many elements of this Event are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers **("Risks")**. I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
3. I agree to be familiar with and abide by the Rules and Regulations established for the Event, including but not limited to rules and regulations related to Competition and Safety. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USE LLC, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers **(Individually and Collectively, the "Released Parties" or "Event Organizers")**, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature **("Liability")** which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.
5. I hereby pre-authorize the Event Organizers and their representatives to arrange for emergency medical treatment and/or transport via ambulance or air on my behalf if medical attention is warranted during my participation in the Event. I understand and agree that I will be responsible for the costs associated with any such emergency medical care and/or transport arranged on my behalf, and hereby release the Event Organizers from any Liability relating to the cost and provision of any rescue operations, first aid treatment, medical care, hospital expenses or the medical decisions made at the Event site or elsewhere on my behalf.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

PRINTED NAME OF PARTICIPANT: _____ AGE: _____ DATE OF BIRTH: ____/____/____

PARTICIPANT'S SIGNATURE (only if participant is age 18 or older): _____

DATE: _____

As the Parent and/or Legal Guardian to the minor identified above, I understand the Risks associated with the minor's participation in the Event(s) and hereby accept and agree to all of the terms and conditions of this Agreement. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

PARENT/GUARDIAN SIGNATURE (required if participant is under the age of 18): _____

DATE: _____