# ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective 12:01 A.M., Forms a part of Policy No.:

LEGAL LIABILITY TO PARTICIPANTS

(Including Player vs Player)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

|  |
| --- |
| **Specified Activities**: Refer to [ ] or [List Activities Here] |
| **Legal Liability to Participants**: [Enter limit here[ or [Refer to Member Certificate] |

1. Additional Exclusions.
   1. The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND**

## PROPERTY DAMAGE LIABILITY, paragraph 2. EXCLUSIONS:

This insurance does not apply to:

“Bodily injury” to a “participant.”

* 1. The following is added to **SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS,**

paragraph **2. EXCLUSIONS:**

We will not pay expenses for “bodily injury” to a “participant.”

1. Insuring Agreement.

The following is added to **SECTION I - COVERAGES:**

# COVERAGE – LEGAL LIABILITY TO “PARTICIPANTS”

## Insuring Agreement

* + 1. We will pay those sums that the Insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” while participating in the Specified Activities in the Schedule of this endorsement.. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the Insured against any “suit” seeking damages for “bodily injury” to any “participant” not participating in the Specified Activities in the Schedule of this endorsement. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:
       1. The amount we will pay for damages is limited as described in **SECTION III- LIMITS OF INSURANCE**; and
       2. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages **A** or **B**, medical expenses under Coverage **C** or Coverage – Legal Liability to “Participants, or any Coverage Section added by endorsement to this policy.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, which also applies to the coverage provided under this endorsement.

* + 1. This insurance applies to “bodily injury” only if:
       1. The “bodily injury” is caused by an “occurrence” that takes place in the “coverage territory”; and
       2. The “bodily injury” occurs during the policy period.
    2. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury.”

## Exclusions

This insurance does not apply to:

* + 1. “Bodily injury” that is excluded under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. Exclusions,** Subparagraphs **a., b., c., d., e., f., g., h., i.,** and **o.**

**b**. Any liability involving “neurodegenerative injury” arising out of or in any way relating, in whole or in part, directly or indirectly, to the participation in, observance of, or monitoring of any of the following sports or athletic activities:

[Cheerleading (age 19 & under), Deck/Floor/Street Hockey, Field Hockey, Futsal (age 19 & under), Lacrosse (age 19 & under), Roller Hockey (Quad), Soccer (age 19 & under), Tackle & Contact Football (age 19 & under), Flex Football™ (age 19 & under), Umpire/Referee Associations for Class C Sports, Water Hockey (age 19 & under), Wrestling (age 19 & under).]

**c.** “Bodily injury” involving anyone who is not a “participant”.

1. **SECTION III - LIMITS OF INSURANCE**, Paragraphs **1.** and **2.** are replaced by the following:
   1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
      1. Insureds;
      2. Claims made or “suits” brought;
      3. Persons or organizations making claims or bringing “suits”; or
      4. “Participants”.
   2. The General Aggregate Limit is the most we will pay for the sum of:
      1. Medical Expenses under Coverage **C**;
      2. Damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
      3. Damages under Coverage **B**; and
      4. Damages under Coverage—Legal Liability To “Participants”.
2. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE:**

**8.** Subject to paragraph **2**. above, the Legal Liability to “Participants” Limit shown in the Declarations is the most we will pay for the sum of all damages under Coverage—Legal Liability To “Participants” because of all “bodily injury” to “participants” arising out of any one “occurrence.”

**E. Conditions**

**1.** Subparagraph **(1)(a)** of paragraph **b. Excess Insurance** of subsection **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or any other basis, except if specifically written to be excess of this Policy:

That is insurance purchased by any person or organization covering “bodily injury” to a ”participant”.

**2**. The following is added to subsection **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** also applies to Bodily Injury to Participants Liability Coverage.

## F. Definitions

For purposes of this endorsement, all of the provisions within **SECTION V - DEFINITIONS** are incorporated herein by reference and apply to this endorsement, except the following definitions are added.

1. “Neurodegenerative injury” means any brain injury, neurological injury, disease, condition or dysfunction, including, but not limited to, Alzheimer’s disease, Parkinson’s disease, amyotrophic lateral sclerosis (ALS), mild traumatic brain injury, repetitive brain trauma, chronic traumatic encephalopathy (CTE), dementia, cognitive injury or disorder, memory loss, anxiety disorder, mood disorder, depression, sleeplessness, impulse control problems, headaches or single or repetitive concussive or sub-concussive injury or trauma.

**2**. “Participant” means a person practicing, instructing or participating in any physical exercises or games, sports or athletic contests or any person engaged in the activities of your day camp operations. In addition, “participant” includes a coach, umpire or referee taking part in your operations.

All other terms and conditions of the policy remain the same.

Authorized Representative