

## 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

#### **A. 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.”

2. 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.”

#### **B. Insuring Agreement.**

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

#### **COVERAGE – LEGAL LIABILITY TO “PARTICIPANTS”**

##### **1. Insuring Agreement**

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” to which this insurance applies. 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” to which this insurance does not apply. 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”;

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.

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- b. 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.
- c. 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.”

**2. Exclusions**

This insurance does not apply to:

- a. “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 sport or athletic activity on file with the Company as class c or a high impact sport or athletic activity, including those listed in the Schedule of the Limited Coverage - Neurodegenerative Injury for Specified Sports or Athletic Activities Endorsement, if such Endorsement is attached to the policy.
 

For the purposes of this exclusion, “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.
- d. “Bodily injury” involving anyone who is not a “participant”.

**C. 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:
  - a. Insureds;
  - b. Claims made or “suits” brought;
  - c. Persons or organizations making claims or bringing “suits”; or
  - d. “Participants”.
- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical Expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
  - c. Damages under Coverage **B**; and

d. Damages under Coverage—Legal Liability To “Participants”.

D. 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. For purposes of this endorsement, all of the provisions within **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are incorporated herein by reference and apply to this endorsement, except the following condition is added:

It is a condition precedent for coverage under this endorsement that each “participant” maintain accident insurance coverage or health insurance coverage with the limits required by us. Otherwise, there shall be no coverage for such “participants” under this endorsement.

2. 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”.

**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 definition is added.

“Participant” means a person injured while trying out for, practicing for, training for, participating in, coaching, instructing or monitoring games, competitions, sessions, practice sessions, scrimmages or exhibitions.

“Participant” shall include players, coaches, managers, staff members, team workers, referees, officials, scorekeepers, and all other personnel including, but not limited to, media personnel permitted to enter any restricted areas which are defined as those areas restricting access to the general public or spectators. “Participants” does not include any member of the general public, or compensated member of your staff, including employees or independent contractors.

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

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Authorized Representative

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