



THE 2010 USPC INSURANCE PLAN

BASIC INFORMATION ON THE 2010 USPC INSURANCE PLAN

The USPC maintains liability and accident/medical coverage for our activities throughout the country. A portion of member dues is utilized to pay these premiums. The office fee charged for each location used for Pony Club activities also goes toward payment of these premiums.

WHO IS COVERED?

GENERAL LIABILITY:

The United States Pony Clubs, Inc. and/or its Individual Registered Member Clubs, Regions and Regional Officers, Member Board of Governors, Committee Members, Volunteers, Regional Supervisors, District Commissioners, National Examiners, Advisors, Individual Members, Technical Delegates, Judges, employees and instructors are all covered for Liability while acting within their capacity as such, under the direction of the national organization or an insured region or affiliated club.

Coverage can be extended to landowners/locations and locations on which a club activity takes place. This coverage only protects the landowner for liability incurred as a direct result of a "covered activity." Specialty Program Insurers (SPI) must be provided with a list of names of the owners of any properties your Region/Club will hold an activity on during the calendar year. **Landowners/Lessors not listed will not have coverage.** An officer of the club must have submitted the name and complete mailing address of the landowner, the location of the property if different, the date and a brief description of the activity **prior to that activity taking place.** This can be accomplished by entering this information online at the USPC website www.ponyclub.org. The online method requires a credit card payment. You may also add or change dates for a location recorded here. These listings are priced at \$15 per site annually. You will be able to print a proof of insurance at this online site for landowners who just want proof that your club has insurance to cover your club sponsored activities at his premises, and does not want additional coverage provided to them for any liability that may arise out of your club activities on his premises.

If your landowner requires they be added to the USPC policy as an additional insured, a certificate of insurance can also be printed from the online site. This is the situation where the landowner wants to be specifically added to the club policy so coverage is provided to them if a claim results from the club sponsored activities on their premises.

ACCIDENT/ MEDICAL:

USPC also carries Excess Medical/ Accidental Death & Dismemberment coverage for its registered youth and corporate members, which may be extended to cover accidents/ injuries to any adult volunteers and non-member participants with certain required paperwork. Again, the request to add this coverage must be completed and paid for prior to the activity taking place. **You must purchase this coverage for any event where non-members are participating** (for instance an open clinic or horse show). This can be accomplished by completing the Optional Medical/ Accident form located on the Pony Club website and sending it directly by mail to SPI. **Submissions must be postmarked prior to the event. Coming soon: an online option for 2010!**

USPC's premium rates are based on risks associated with the youth members riding. Adults riding as an escort on an official Pony Club trail ride, or a Pony Club instructor riding a horse during a mounted meeting would be considered normal volunteers, and would be covered by the standard Excess Medical/ AD&D insurance at a lower benefit level with some additional paperwork. Adult volunteers riding during a regular mounted meeting (for instance, taking lessons along with the youth members or as a separate "adult" group) are not covered by the Excess Medical/ AD&D insurance. They would be considered "non-members" under these circumstances, and the club would need to obtain the extra Optional Medical coverage for \$28 per event day.

WHAT IS COVERED?

Liability—USPC's liability policy provides insurance protection for suits, claims, or judgements brought against The US Pony Clubs, any USPC Region, affiliated Club or member for alleged bodily injury or property damage sustained by third parties, and arising out of an approved, supervised Pony Club activity for which the insured is legally responsible. Dates of activities should be declared prior to all activities taking place.

Excess Medical—The Excess Medical/ AD & D insurance covers amounts in EXCESS of any other valid or collectible insurance in the event of an accidental bodily injury or death that occurs while participating in a registered USPC activity. The first such expense must be incurred by an Insured Person within 90 days after the date of the accident and all expenses must be incurred by the Insured Person within 52 weeks after the date of the accident.

REGIONAL OFFICER D&O COVERAGE

All Regional Supervisors and members of the Regional Council (includes DCs of all clubs) are covered by the Regional Directors & Officers liability policy which provides protection against claims arising from alleged "wrongful acts" committed by insured Regional officers within the scope of their duties as such. An alleged "wrongful act" could be interpreted as many things, including but not limited to alleged: 1) rulebook, by-law violations; 2) error/omission regarding officiating at a competition; 3) improper disqualification of a USPC member; 4) decisions that negatively affect membership. All of these examples could lead to demand for monetary or non-monetary relief.

WHAT IS A "COVERED ACTIVITY"?

Any club-scheduled educational activity to which the entire club or an entire segment of the club (for example, all D-3s) is invited is covered, even if during the meeting there might be only one rider in the ring at a particular time. If an instructor who normally teaches lessons at a club-scheduled activity also gives private lessons to Pony Club members outside of the club-scheduled meeting, the private lessons are NOT COVERED.

B A S I C I N F O R M A T I O N O N THE 2010 USPC INSURANCE PLAN

WHAT COMPANY ARE WE INSURED WITH AND WHAT ARE THE LIMITS OF COVERAGE?

Liability -United States Pony Clubs, Inc., Regions and affiliated clubs coverage is written with ACE American Insurance Company. The General Liability limits are as follows:

Each Occurrence	\$1,000,000
General Aggregate (per event)	\$2,000,000
Products/Completed Operations Aggregate Limit ..	\$2,000,000

The following limits are sub-limits of and not in addition to the limits shown above:

Personal & Advertising Injury Limit . \$1,000,000 any one person
Participant Liability

Fire Damage Limit

Horse Limit

Medical Payments

In addition, we have an Excess Liability policy in the amount of \$1,000,000 for each occurrence, \$1,000,000 Annual Aggregate. Coverage is written through ACE American Insurance Company. These policies are effective from December 31, 2009 to December 31, 2010.

Excess Medical—The AIG Life Insurance Company covers the Excess Medical/ AD & D benefits under Policy number 9103421, and is effective from January 1, 2010 to December 31, 2010. Benefit limits are as follows for USPC youth and corporate members and volunteers:

	Members	Volunteers
Accidental Death & Dismemberment	\$5,000	\$5,000
Accident Medical Expense	\$25,000	\$10,000
Paralysis	\$5,000	
Excess with	\$0 deductible	
Dental Maximum (<i>per sound, natural tooth</i>) ..	\$250	
Aggregate Limit per Accident	\$1,000,000	

Certain exclusions apply to this medical coverage; more information may be obtained by contacting Karen Winn at the USPC National Office, 859-254-7669, ext. 230, or SPI 800-338-3313, ask for Kevin Shewmaker.

Regional D&O—This policy is written by the Great American Insurance Company, with limits as follows:

Each occurrence

WHAT IS NOT COVERED BY OUR INSURANCE?

The policies specifically exclude activities involving rodeo, racing and jousting; mechanically operated amusement devices, fireworks, bodily injury or property damage arising out of the rendering or failure to render of any professional services; bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any auto owned or operated by or rented or loaned to an insured (this includes operation and loading or unloading); and bodily injury or property damage due to the selling, distributing, serving or furnishing of any alcoholic beverage. Swimming is only allowed as part of a Tetrathlon rally or practice, or as a component of an organized camp. This is a brief summary; the policy will give the full exclusion details.

If your club is hosting a used tack sale, it is required that you give everyone who purchases tack a disclaimer that states clearly your club is not warranting the safety and condition of the tack, either now or in the future.

The Regional D&O policy DOES NOT provide coverage for:

- Bodily injury and/or property damage (covered by the GL policy)
- Breach of contract
- Club level officers (club can purchase their own D&O policy)
- Intentional errors or omissions
- Criminal acts
- Directors & Officers while not acting within the scope of their duties for the USPC

WOULD FAILURE TO POLICE SAFETY INTERFERE WITH OUR COVERAGE?

USPC's accident coverage requires that participants wear approved headgear and footwear. Failure to do so could affect the coverage. Medical releases are required to be renewed annually so the most up-to-date information is available on the child. Information on the child's own primary health insurance should be included on the Medical Card worn in the armband for all activities. Liability claims arising from a failure to utilize safety procedures could have an effect on coverage in the future.

WHEN DOES COVERAGE BEGIN & END FOR MEMBERS?

Liability coverage begins for new clubs as of the date a completed application is received by the National Office. All fees will be due within 30 days of official registration by the USPC Board of Governors.

Excess medical coverage begins upon receipt of the registration sheet and new membership fees at the National Office. It is ESSENTIAL that newly accepted members of a Club and all renewals be reported IMMEDIATELY to the National Office.

Coverage for members begins upon arrival at the site of the Pony Club activity, and ends with the conclusion of the activity for the day. **No liability or medical coverage is in force while a Pony Club member is driving, being driven, or riding to or from a Pony Club activity.**

BASIC INFORMATION ON THE 2010 USPC INSURANCE PLAN

WHERE DO I FIND THE FORMS?

The USPC Insurance packet is e-mailed as a pdf file early each year to all DCs and RSs. All of the contents of the USPC Insurance Packet are available at the USPC website (www.ponyclub.org) by looking under “Forms” then under “I” for Insurance.

HOW DO I GET COVERAGE FOR OUR PC MEETINGS?

Any official meeting that is on your Club’s schedule and fits the description of an “approved” Pony Club activity will automatically be covered by USPC’s liability insurance. It is **MANDATORY** that you add the property owner to USPC’s master list of property owners and locations annually, before any Pony Club activities take place on that property, using the “List of Locations and Landowners” form. If an activity will take place on several pieces of property, each owner and property must be listed. There is a \$15.00 USPC office processing fee per property and this must be completed prior to the activity taking place. It is necessary to list the sites of both mounted and unmounted meetings.

This must be done by using the online system at the USPC website (www.ponyclub.org/insurance-request.php) Dates of all meetings at a location must be listed on the form. Dates can be listed generally, such as “every Saturday from February through November” provided that all dates the property is to be used are recorded in advance. *Our premium is based in part on the number of days insured, so requesting coverage for every day of the year will not be accepted.* Dates may be added for activities directly at the online site.

WHAT ABOUT INSURING OUR FUNDRAISER?

If your fundraiser is going to involve non-Pony Club members (for instance, a schooling horse show, open to the general public), you will need to list the property and landowner on your “2010 List of Locations and Landowners for Pony Club Activities”, as well as indicate the date and description to SPI.

In addition, you must obtain the Optional Accident insurance available through SPI directly, for \$28 per day. This will extend the excess medical/ AD & D coverage to the non-Pony Club participants in your activity. Applications for Optional Accident coverage need to be postmarked and sent with proper payment to SPI prior to the commencement of the event. Please allow at least 5 days mailing time. Applications received without proper funds or after the event has taken place will be returned without processing. Checks returned for insufficient funds will void the application and coverage. **THIS COVERAGE WILL BE AVAILABLE ONLINE SOMETIME IN 2010, SO PLEASE PLAN ACCORDINGLY.**

All non-Pony Club members (or parents on their behalf) must complete the Non-Member Waiver & Release Form prior to participating in any fundraiser or approved US Pony Club activity. Failure to obtain Waivers for non-members could jeopardize liability protection. The Waiver form is available on the US Pony Club website under “Forms-Insurance” and in the 2010 Insurance Packet e-mailed annually to all club leaders.

PLEASE NOTE: If your fundraiser is a horse show or event sanctioned by the US Equestrian Federation, your club will need to obtain daily coverage in addition to USPC’s general liability coverage. This coverage is available through SPI.

Not all events can be covered by USPC’s liability coverage. The underwriters base their estimates of our premium on risks associated with “normal” Pony Club activities, such as mounted meetings, rallies, etc. Activities outside of this “normal” range may not be covered and may require separate coverage. Any questions about fundraisers or potentially unusual activities should be directed to our service agents at SPI, **800-338-3313** daily 8:00 to 4:30 Monday to Friday, CST. **You may need to obtain additional coverage for Pony Club activities that are not “normal.”**

HOW DO I GET COVERAGE FOR US EQUESTRIAN FEDERATION EVENTS?

U.S. Equestrian sanctioned/sponsored events will need to have a separate application and premium charge. Contact SPI to get an application. Remember that US Equestrian Federation events are NOT automatically covered; you must buy a separate policy to cover these events.

HOW LONG IS THE PROPERTY LIST GOOD?

The “List of Locations and Landowners” must be submitted annually. Our insurance coverage expires on the last day of the calendar year. Throughout the year, your club may meet on the property multiple times for the one time office processing fee, but the date of each meeting must be reported in advance to the USPC Office and/or directly to SPI.

HOW DO WE SHOW PROOF OF INSURANCE?

You can print both proof of insurance or a certificate of insurance upon completion of your online registration of your landowners. This document will show the limits of insurance, policy dates, and description of the event specific to that landowner and location. Also available upon request is a simple proof of insurance which shows the limits of USPC’s coverage but does not specifically add the landowner to the policy.

WHY MUST WE LIST A LANDOWNER IF ANOTHER PC ALREADY HAS THEM ON THEIR LOCATIONS AND LANDOWNERS LIST?

We want to make sure all entities are provided coverage where and when needed. To be sure your landowner is covered, complete the 2010 List of Locations and Landowners online.

If two Pony Clubs are having a joint meeting (a rally, for instance) at the same place/ same time, only one need file the location on their List of Locations and Landowners—usually whichever Pony Club is considered “host” of the activity.

BASIC INFORMATION ON THE 2010 USPC INSURANCE PLAN

IS COVERAGE PROVIDED FOR A PONY CLUB MEMBER RIDING OUTSIDE OF AN OFFICIAL CLUB ACTIVITY?

No, USPC and Regional/Club coverage (liability or medical) will not respond to claims arising outside of any Pony Club activities. In addition, the policy will not cover landowners or Pony Club members riding or using Landowners outside of a Pony Club activity.

WHO DO I CALL AT SPI IF I HAVE A QUESTION OR PROBLEM?

Kevin Shewmaker 800-338-3313 or Kevin.Shewmaker@hwins.com

HOW DO I FIND OUT THE STATUS OF AN ACCIDENT/MEDICAL CLAIM?

Call Health Special Risk (HSR) at 1-877-534-PONY or call SPI at 800-338-3313

WHAT IF? WHAT IF? WHAT IF?

It is virtually impossible to determine the outcome for “what if” claim scenarios until a claim happens. We hope that by giving you these guidelines, you will better understand the basics of the USPC and Region/Club policies. For specific situations, please contact Kevin Shewmaker at SPI. You may also email specific questions to SPI at Kevin.Shewmaker@hwins.com. **This summary is necessarily brief for the purposes of this handout. Please see the actual policy for all terms, conditions and exclusions.**

REPORTING AN ACCIDENT OR OCCURRENCE:

WHO SUBMITS THE REPORT/CLAIM?

The DC (or RS in the case of a Regional Activity) should submit the Accident Report Form to the USPC Office for purposes of tracking annual accident and injury statistics. **The leader should fill out the “Supervisor Verification” section of the HSR Proof of Loss Form, and give this to the injured party to complete and send in directly to Health Special Risk, Inc. (HSR). If the injured party is an adult volunteer (and not a USPC corporate member) the leader should also fill out the Adult Verification Form, which should be included when the injured party submits the claim to HSR.**

WHAT PAPERWORK NEEDS TO BE FILLED OUT?

First, for any accident with injuries, the Accident Report Form should be submitted to USPC as soon as possible. This form will be forwarded to the USPC Safety Committee, which has been tracking riding injuries for USPC for a number of years for analysis.

Second, for any accident where a person is taken to the hospital/emergency room, the Supervisor Verification section of the HSR Proof of Loss form should be signed by the DC and sent along to the hospital with the injured person, or given to their family. The doctor attending the injured person should sign this form. This form should then be sent to HSR within 20 days of the accident. The Proof of Loss form will be held on file at the HSR office, and the injured person should then submit all Explanation of Benefits forms and Medical Bills showing any amounts not paid by their personal health insurance directly to HSR. **The claimant should keep copies of all documents for their personal records.**

Third, for any accident involving an adult volunteer, the Adult Verification Form (available at the USPC website) should be filled out and signed by the DC or RS, verifying that the adult was acting on behalf of the USPC when injured. This form should be submitted along with the Proof of Loss form to HSR.

For any accidents involving a non-Pony Club member (for instance, a rider in your club’s benefit horse show), the HSR Proof of Loss Form should be sent in within 20 days of the incident. Please make a note in the top margin that this is a “Non-Member” or “Class II individual.”

WHEN DO THESE FORMS NEED TO BE SENT IN?

For any accident, the Accident Report Form should be sent in as soon as possible. If the injured person was taken to the hospital/emergency room, and there is a possibility they will be filing a claim for excess medical bills, then the Proof of Loss Form needs to be sent in within 20 days of the incident.

WHERE DO I SEND THEM?

Send the Accident Report Form to USPC and the Proof of Loss form to Health Special Risk, Inc., HSR Plaza II, 4100 Medical Parkway, Carrollton, TX 75007.

HOW DOES A CLAIM GET FILED?

Once the Proof of Loss Form is received in the HSR office, it is kept on file until such time as an individual submits any Explanation of Benefits forms and medical bill(s) showing the portion of the bill unpaid by the person’s own health insurance. An HSR Claim adjuster will be assigned to the claim and will contact the claimant if additional information is needed to process the claim. Full claim filing instructions are also located on the Proof of Loss Form.

WHY DO WE NEED TO FILL OUT THE ACCIDENT REPORT?

The USPC Safety Committee has been tracking horse-related accidents occurring at Pony Club activities for some time. This committee periodically analyzes the types and numbers of injuries, common circumstances, effect of safety equipment worn, etc. Your participation in the study benefits all Pony Club members by assisting the Safety Committee to make educated recommendations regarding prevention of accidents and injuries.

USPC Optional Accident Insurance Application

Use when non-Pony Club Members will be participating in a USPC activity (shows, clinics, etc.)

Region _____

Pony Club: _____

DC: _____ Phone: _____

Address: _____

City, State, Zip: _____ Email: _____

FOR OFFICE USE ONLY

Confirmation#: _____

Date Received: _____

Amount Paid: _____

Application is hereby made for insurance to be provided in accordance with the terms and conditions of the Master Policy issued by AIG (American International Group, Inc.), and on file with the United States Pony Clubs, Inc. as follows:

Accidental/ Medical Reimbursement Insurance

Covering each non-Pony Club participant while he or she is taking part in a Pony Club Horse Show or other specified Special Event sponsored and supervised by the Pony Club. **EXCLUSIONS:** Rodeo Events

Medical Expense Limit: \$25,000 each accident

Accidental Death & Dismemberment: \$5,000

	Event	Date(s)	Rate/ Day	Premium
1.	_____	_____	\$28.00	\$ _____
2.	_____	_____	\$28.00	\$ _____
3.	_____	_____	\$28.00	\$ _____
4.	_____	_____	\$28.00	\$ _____

Enclose a check made payable to Specialty Program Insurers in the amount of the total \$ _____

Directions: Complete two (2) copies of this application and mail with your check for the premium to Specialty Program Insurers at the address below. **Applications MUST BE MAILED directly to Specialty Program Insurers and MUST be received prior to the commencement of the activity.** Please allow a minimum of five (5) days mailing time. **NO FAXED COPIES WILL BE ACCEPTED.** Mail to:

Specialty Program Insurers (SPI)

4300 Shawnee Mission Parkway

Fairway, KS 66205

ACKNOWLEDGEMENT

We acknowledge receipt of the above Application and we have arranged for the insurance requested under the Master Policy issued for the United States Pony Clubs, Inc. The terms and conditions of the Policy shall control all coverage provided.

Date: _____ Signed _____

USPC Insurance Plan Manager

UNITED STATES PONY CLUBS, INC.

**GENERAL ACTIVITY RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
FOR USPC NON-MEMBERS**

This document waives important legal rights. Read it carefully before signing.

I **AGREE** for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in this United States Pony Clubs, Inc. (USPC) activity to the following:

I **AGREE** that I choose to participate voluntarily in an USPC activity, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and USPC activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- ♦ The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- ♦ The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- ♦ Hazards, including, but not limited to, surface or subsurface conditions;
- ♦ A collision with another equine, another animal, a person, or an object;
- ♦ The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I **AGREE** to release the USPC, its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the USPC or the USPC activity.

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the USPC or the USPC activity, and **specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which I or my child participates in a USPC activity. A true copy for all state statutes in effect at the time of the execution of this agreement is attached hereto and incorporated herein by reference as if set out fully in the text of this document.**

I **AGREE** to indemnify (that is, to pay any losses, damages, or costs incurred by) the USPC and the USPC activity and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in the USPC activity.

I **AGREE** that neither I, nor any one claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against the USPC, its successors or assigns, for, on account of, arising out of, or in any way connected with any Harm to me or my horse, and that neither I, nor any one claiming through me, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or any one claiming through me, may now have or hereafter assert, in any way connected with claims for Harm to me or my horse, and for claims made by others for any Harms caused by me or my horse at the USPC activity.

I **AGREE** this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.

I **AGREE** that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

In the event this form is signed by the parent/guardian of a child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and child.

By signing below, I **AGREE** to be bound by all applicable USPC rules and all terms and provisions of the USPC activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to the USPC that I fully understand its contents, that I do not need any further explanation, and I waive any further explanation.

REQUIRED — all signatures must be originals, not photocopies.

_____ and _____
Original Signature of Participant Date Original Signature of Parent(s) or Legal Guardian(s) Date
Unless participant is over the age of majority, i.e., dependent upon state law.

STATE EQUINE LIABILITY WARNINGS

ALABAMA

WARNING: Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

ARIZONA

WARNING: Contestant is aware of the inherent risks associated with equine activities and is willing and able to accept full responsibilities for his or her own safety and welfare. Contestant releases the Event Sponsor from liability unless Event Sponsor is grossly negligent or commits wilful, wanton or intentional acts or omissions.

ARKANSAS

WARNING: Under Arkansas law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.

COLORADO

WARNING: Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

DELAWARE

WARNING: Under Delaware Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to 10 Delaware Code Section 8140.

FLORIDA

WARNING: Under Florida law, an equine sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

GEORGIA

WARNING: Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated

ILLINOIS

WARNING: Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

INDIANA

WARNING: Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

IOWA

WARNING: *UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.*

Iowa Statement of Inherent Risks

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may act unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

KANSAS

WARNING: Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to sections 1 through 4. You are assuming the risk of participating in this domestic animal activity.

Kansas Statement of Inherent Risks:

Inherent risks of domestic animal activities include, but shall not be limited to:

- (1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
- (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
- (3) certain hazards such as surface and subsurface conditions;
- (4) collisions with other domestic animals or objects; and
- (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.

KENTUCKY

WARNING: Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

LOUISIANA

WARNING: Under Louisiana law, an equine sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S. 9:2795.3.

MAINE

WARNING: *UNDER MAINE LAW, AN EQUINE PROFESSIONAL HAS LIMITED LIABILITY FOR AN INJURY OR DEATH RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.*

MASSACHUSETTS

WARNING: Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

MICHIGAN

WARNING: Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

MISSOURI

WARNING: Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri.

MISSISSIPPI

WARNING: Under Mississippi law, an equine activity or equine sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.

NEBRASKA

WARNING: Under Nebraska law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this act [Sections 25-21, 249 to 25-21, 253].

NORTH CAROLINA

WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

OHIO

Ohio Statement of Inherent Risks:

"INHERENT RISK OF AN EQUINE ACTIVITY" MEANS A DANGER OR CONDITION THAT IS AN INTEGRAL PART OF AN EQUINE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, ANY OF THE FOLLOWING:

- (a) *THE PROPENSITY OF AN EQUINE TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY, DEATH, OR LOSS TO PERSONS ON OR AROUND THE EQUINE;*
- (b) *THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS;*
- (c) *HAZARDS, INCLUDING, BUT NOT LIMITED TO, SURFACE OR SUBSURFACE CONDITIONS;*
- (d) *A COLLISION WITH ANOTHER EQUINE, ANOTHER ANIMAL, A PERSON, OR AN OBJECT;*
- (e) *THE POTENTIAL OF AN EQUINE ACTIVITY PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY, DEATH, OR LOSS TO THE PERSON OF THE PARTICIPANT OR TO OTHER PERSONS, INCLUDING BUT NOT LIMITED TO, FAILING TO MAINTAIN CONTROL OVER AN EQUINE OR FAILING TO ACT WITHIN THE ABILITY OF THE PARTICIPANT.*

OREGON

In accordance with Oregon Revised Statutes 30.691, Contestant (or persons or entities affiliated with Contestant), as a condition of participation in The Event, further waives the right to bring an action against the Event Sponsor (as defined in the Assumption of Risk, Waiver, or Release of Liability) for any injury or death arising out of riding, training, grooming or riding as a passenger upon the equine.

PENNSYLVANIA

Warning: Under Pennsylvania law an equine professional and equine activity sponsor is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.

RHODE ISLAND

WARNING: Under Rhode Island Law, an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.

SOUTH CAROLINA

WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

SOUTH DAKOTA

WARNING: Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 42-11-2.

TENNESSEE

WARNING: Under Tennessee Law, an equine professional is not liable for an injury to or the death of a participant in equine activities from the inherent risks of equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.

TEXAS

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

UTAH

Pursuant to the Utah Equine Activity Liability Act, § 78-27b-101, et. seq., it shall be presumed that participants in equine or livestock activities are aware of and understand that there are inherent risks associated with these activities. An equine activity sponsor, equine professional, livestock activity sponsor, or livestock professional is not liable for an injury to or the death of a participant due to the inherent risks associated with these activities. "Inherent risk" with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include:

- (a) The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;
- (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
- (c) collisions with other animals or objects;
- (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

VERMONT

WARNING: Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A § 1039.

VIRGINIA

Notice of Intrinsic Dangers of Equine Activities pursuant to Code of Virginia § 3.1-796.130c: "Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including but not limited to, (i) the propensity of equine to behave in ways that may result in injury, harm, or death to persons on or around them; (ij) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

WEST VIRGINIA

WEST VIRGINIA EQUESTRIAN ACTIVITIES RESPONSIBILITY ACT STATEMENT FOR HORSEMEN:

I ACKNOWLEDGE AND AGREE THAT I WILL PERFORM THE DUTIES REQUIRED OF ALL HORSEMEN UNDER THE WEST VIRGINIA EQUINE ACTIVITIES RESPONSIBILITY ACT, W. VA. CODE § 20-4-1, ET SEQ., WHICH INCLUDE THE FOLLOWING:

- (1) Make reasonable and prudent efforts to determine the ability of a participant to safely engage in the equestrian activity, to determine the ability of the horse to behave safely with the participant, and to determine the ability of the participant to safely manage, care for and control the particular horse involved;
- (2) Make known to any participant any dangerous traits or characteristics or any physical impairments or conditions related to a particular horse which is involved in the equestrian activity of which the horseman knows or through the exercise of due diligence could know;
- (3) Make known to any participant any dangerous condition as to land or facilities under the lawful possession and control of the horseman of which the horseman knows or through the exercise of due diligence could know, by advising the participant in writing or by conspicuously posting warning signs upon the premises;
- (4) In providing equipment or tack to a participant, make reasonable and prudent efforts to inspect such equipment or tack to assure that it is in proper working condition and safe for use in the equestrian activity;
- (5) Prepare and present to each participant or prospective participant, for his or her inspection and signature, a statement which clearly and concisely explains the liability limitations, restrictions and responsibilities set forth under the West Virginia Equestrian Activities Responsibility Act.

WISCONSIN

NOTICE: A person who is engaged for compensation in the rental of equine or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481(1)(e) of the Wisconsin Statutes.



USPC

The United States Pony Clubs, Inc.
The Kentucky Horse Park, 4094 Iron Works Parkway, Lexington, KY 40511
459/254-7666 (PONY) Fax 459/253-4652 e-mail: uspc@ponyclubs.org

USPC ACCIDENT / INJURY REPORT FORM

For USPC use only

This section is to be completed by DC/ RS, who should note the circumstances.

DC/ RS Name _____ Phone _____
Pony Club _____ Region _____

Injured Person:

Name _____
Pony Club _____ Region _____
Date of Birth _____ Male/ Female _____ Current Rating _____
Parent/ Guardian Name _____
Address _____ City _____ State _____
Zipcode _____ Phone _____

Accident Information:

Date of Accident _____

Accident involved (Check all that apply):

- PC Member/ Rider
- Spectator
- Other _____
- Parent
- Official
- Volunteer
- PC Member Un mounted

Location of Accident _____
Address _____

Indicate where the accident occurred: Stable Show ring Dressage ring
 Warm up area Parking area Other _____

Type of Pony Club activity:

- Mounted Meeting
- Fundraiser (describe) _____
- Unmounted Meeting
- Rally
- Camp

Discipline involved (if applicable):

- Dressage
- Eventing
- Games
- Polocrosse
- Quiz
- Show Jumping
- Tetrathlon

If the accident involved jumping:

What type of fence _____ Approx. Height _____

- Show Jumping
- Cross Country

Describe what happened:

Describe nature of injuries:

Please check if person involved:

- Required no treatment, continued with activity
- Required no treatment, but declined to continue with activity
- Required treatment, returned to activity
- Required treatment, was unable to continue with activity
- Serious injury, was transported to hospital

Protective Equipment Used:

- ASTM/SEI Helmet Protective Vest Safety stirrups (Type) _____
- Other _____

Contributing factors to the accident:

- Weather (explain) _____
- Footing (explain) _____
- Distractions (give details) _____
- Other _____

Please mail all accident report forms to the USPC Safety Committee, c/o Instruction Department, 4041 Ironworks Pkwy. Lexington, KY 40511 or fax to 859-233-4652. In the case of a very serious incident, please report to USPC Executive Director Peggy Entrekin, as soon as possible. 859-254-7669, extension 225 or email to: executivedirector@ponyclub.org

United States Pony Clubs, Inc.

How to submit a claim

Steps to be followed for the Processing of a Claim

You have been injured and you need to file a claim for consideration of benefits. How is that done? Below are basic steps that must be followed in order to have your claim considered. Please keep in mind that we are not saying your claim will be paid, we are saying if all conditions are met, then this claim will be considered for payment

There are three basic items that are required in order for a claim to be considered eligible for benefits. All claim forms received are initially enrolled, however, until all required information is received we are unable to review the claim for payment.

1) **A Completed Claim Form**

Please be sure to neatly and fully complete your claim form. If you do not have a claim form, please call (877) 534-PONY (7669) for assistance. Your claim form must have the signature of your Supervising RS or DC where indicated on the claim form as verification.

2) **Copies of Fully Itemized Bills**

Please contact the providers of medical service directly for an itemized billing. An Itemized bill is usually in the HCFA-1500 or UB-92 format which means the bill should have a date of service, patient name, billing address and phone, provider tax identification number, procedural codes, and diagnosis code. If your bill does not have this information, please call the provider of service directly and request they mail it to us or call our office for assistance.

3) **Copies of Your Insurance's Explanations of Benefits**

The policy selected by the policyholder is in excess to any other available source of medical benefits. This means that you must file your bills through your primary, or personal, insurance carrier prior to this policy. When your insurance company processes the charges, they will send you an Explanation of Medical Benefits, or "EOB". You must forward a copy of the Explanation of Benefits for EACH CHARGE.

IF YOU DO NOT HAVE ANY OTHER AVAILABLE INSURANCE COVERAGE, fully complete Section II of the claim form as directed above, indicating "NO" in response to each insurance question, if appropriate. You ***MUST*** sign the insurance portion of the form if you have no other coverage. Please remember that this is a signed and sworn legal document.

For specific policy information, please call to verify benefits. It is important to remember that policy wording or any verbal verification of benefits does not guarantee payment. Some policies may have specific medical equipment exclusions or specific treatment type limitation, i.e., physical therapy or ambulance. It is important to remember that any statement of policy information does not guarantee the payment of any medical expense. Benefit determination can only be made once the entire claim and supporting documentation has been received and reviewed by the claims examiner.

Every policy has both an effective date (which is the same as the injury date) as well as a benefit period, which is the period of time for which benefits are available for treatment to that injury. Treatment received past the benefit period is not eligible for benefits.

IMPORTANT CLAIM NOTICE / FRAUD STATEMENTS

GENERAL: 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.

ALASKA, ARKANSAS, IDAHO, INDIANA: Any person who knowingly and with intent to injure, defraud or deceive an insurance company files a claim containing false, incomplete, or misleading information is guilty of a felony.

ARIZONA: For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA: For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DELAWARE: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA RESIDENTS: WARNING It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files a 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 is a crime.

MARYLAND: Any person who, knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

MINNESOTA: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

NEW MEXICO: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NEW YORK: 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 is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OREGON: Any person who knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or, (2) conceals for the purpose of misleading, information concerning any material fact, may have committed a fraudulent insurance act.

PENNSYLVANIA: 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 act, which is a crime and subjects such person to criminal and civil penalties.

TENNESSEE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

TEXAS: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

VIRGINIA: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

**USPC ADULT VOLUNTEER VERIFICATION FORM
For Accident/Medical Claims**

As a Club or Regional leader, I certify that _____
Name

was acting on behalf of the United States Pony Clubs, Inc. as a volunteer in the following capacity, and qualifies for Class III coverage under USPC's Accident/ Medical plan.

Volunteer Job: _____

for the _____ Pony Club in the _____ Region
on _____, 20____.

Signature of District Commissioner or Regional Supervisor

Date

Submit this form along with the AIG Accident Claim Form to:

SPI, PO Box 2946, Shawnee Mission, KS 66201-1346

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