



## USA BOXING RISK MANAGEMENT GUIDE



# RISK MANAGEMENT GUIDE

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### Section I

### INTRODUCTION

Olympic Style amateur boxing is one of the fastest growing sports in the United States, but relies on the participation of a large number of individuals to be successful. Whenever individuals participate in amateur boxing, the organizations that are responsible for management of the clubs, gyms, facilities and programs, assume liability. In order to control and reduce these inherent risks, a tremendous amount of effort and coordination must be invested in Risk Management. The degree of investment, whether in money or effort, has been shown to have a direct positive correlation on the success of the organization and its clubs and LBCs.

**USA Boxing** embraces and continues to utilize many of the concepts described above to showcase their athletes, facilities, techniques and equipment. Due to the inherent risks associated with amateur boxing, safety, among other concepts, has been incorporated and implemented into our Risk Management Plan. Please familiarize yourself with the policies, procedures, and best practices which have been assembled into this plan, and refer to this document when you forget, are in doubt, or find yourself in a new situation for which the safety of your boxers, coaches, officials and the public may be impacted.



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## WHAT IS RISK MANAGEMENT?

We want to provide you with thoughtful and meaningful information to assist you in providing a safe environment for your athletes while continuing to promote Olympic Style amateur boxing in the United States.

It is important to understand that Risk Management not only helps promote a safe environment, but also helps strengthen the ability of USA Boxing to maintain affordable and comprehensive insurance coverage for its clubs, members and events. As most people are aware, insurance premiums continue to escalate and are a direct reflection of the number and severity (ultimate cost) of claims. It is our intent to make positive improvements to our programs in an ongoing effort to maintain the integrity of our vital insurance programs, for you, our members.

Questions or concerns can be forwarded to our Risk Managers, ESIX, at (800) 342-4371 or at [www.esixglobal.com](http://www.esixglobal.com).

The sole purpose of Risk Management is to safeguard people, assets and reputation of an organization. It is a continuing four-step process of:

- Analyzing loss exposures-trying to determine what risks an organization faces;
- Review and selection of the best techniques to manage loss exposures-this can, and often does include the purchase of insurance and discontinuance of certain practices which could potentially cause injuries and claims;
- Implementing the appropriate techniques-putting certain practices into place to mitigate injuries and claims; and
- Monitoring and evaluating techniques for effectiveness-reviewing to see if substantial reductions in injuries and claims have occurred as a result of the processes which were implemented.



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In order to fully understand the Risk Management process, you must first understand the “elements of financial loss” and why they occur. Typically, financial losses facing a business organization arise out of one or more of the following activities:

- ***Inadequate Management***-including poor communication, lack of procedures and policies and lack of proper training;
- ***Inadequate Planning***-including the lack of a written operating plan and a lack of assigning responsibilities to others in a management capacity;
- ***Unsafe acts of employees or volunteers***-including failure to wear protective gear and consumption of alcohol or drugs during an activity;
- ***Unsafe conditions***-including poor housekeeping in the arena or at an event and lack of crowd control, including insufficient security; and/or
- ***Out of your control situations***-including weather incidences such as storms, hurricanes, tornados and earthquakes and non-weather incidences such as riots.

Of the various elements necessary to implement a successful Risk Management program, some will be easy to begin, and others may be more difficult. The elements of a successful Risk Management program include:

- **Risk Avoidance**-This is accomplished by eliminating the activity which causes loss; this is a difficult task considering the nature of the sport being conducted.
- **Risk Prevention**-This is accomplished by minimizing, reducing or eliminating the “frequency” of activities which cause injuries or claims (i.e.-making sure your athletes are not boxing on a ring canvas which is not properly maintained).
- **Risk Retention**-This is accomplished by retaining a portion of the risk and handling as a business expense (i.e.-a dollar deductible for each and every claim).
- **Risk Transfer**-This is accomplished by contractually transferring the risk to another entity (i.e.-buying insurance, using Waiver and Release of Liability forms to mitigate claims from athletes and contractually transferring the risk of facilities to building owners).



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## Section II

### FACILITY RISK MANAGEMENT

Facility Risk Management, in its traditional sense, incorporates (a) the control of risk prior to and during activities conducted by participants, (2) transferring risk to a third party that cannot be controlled through conventional methods (i.e.-concession stands sub-contracted), and (3) managing claims that might arise out of a mishap to mitigate and reduce eventual losses. In order to have a quality program, these three elements of risk management planning must be incorporated into the daily activities of the club or gym.

#### **Condition of the Facility:**

The facility should be in proper working condition at all times. Periodic maintenance review of the equipment will mitigate serious injury due to malfunction. The following items should be established as a checklist to be done on a regular basis (i.e.-daily, weekly, monthly):

- Make sure all warning signs and user manuals for equipment are read thoroughly and understood, particularly by new coaches.
- Do not modify equipment in any way.
- Do not use equipment if worn, broken or damaged.
- Keep body, hair and clothing free from all moving parts.
- Never allow children to be around or on equipment.
- Establish a maintenance schedule for all equipment (daily, weekly, monthly).
- Establish periodic inspection of equipment (daily, weekly, monthly).
- Clean equipment daily.
- Be sure any wet floors are promptly taken care of (to prevent slips and falls).
- Monitor any electrical cords so they do not present a trip and fall hazard.
- Be sure all stairways have the appropriate retaining walls and rails.
- Be sure that, if applicable, all regulations pertaining to the Americans With Disabilities Act are in place.

#### **Safety Practices:**

- A club/gym must be able to respond in a timely manner to any reasonably foreseeable emergency event that threatens the health and safety of boxers, coaches and officials.
- The facility must have an appropriate emergency plan that can be executed by qualified personnel in a timely manner.
- The facility should require Waiver and Release forms from all participants indicating they are physically able to perform the activities (USA Boxing Membership application).
- Each coach must have demonstrated professional competence via the USA Boxing Coaches Certification program.
- The facility should post appropriate signage alerting users to the risks involving their use of equipment in the club/gym, particularly noting the unsupervised use of equipment.
- Those facilities working with minors (under 18 years of age) must provide appropriate coach supervision.
- The facility must conform to all relevant state or federal laws, regulations and published standards of a gym facility and all USA Boxing rules and regulations.
- Appropriate security personnel should be on the premises and available at all times.



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### Emergency Response:

Each facility should have a written emergency response plan which is reviewed with all employees. This plan should address both weather-related emergencies as well as bomb threats, fires, explosions, terrorist issues and other medical emergencies that may occur within or around the facility. Response to these emergencies is the responsibility of the club/gym owner/operator and his/her staff. The Emergency Response Plan should contemplate all of the above emergencies and have specific procedures written out to respond to each situation. Issues of particular interest include: how the participants are to be notified in an emergency, how the building is to be evacuated, relationships with the local fire, police, and ambulance services, and what procedures and training facility personnel should have to respond to each of these situations. The facility should also have procedures in place to deal with the press in an emergency situation. The facility spokesperson identified to deal with the press should be the *only* person speaking on behalf of the situation and the facility. The quality of the facility's Crisis Management Procedures and employee training can also have an impact on USA Boxing's, its clubs' and LBC's reputation and name brand, and should therefore be compared against industry best practices.

Any past emergency situations should be discussed with facility staff, with the staff describing how they would have responded to the situation. Any situation requiring medical attention (other than first aid) should be documented by facility staff, including an incident report, photographs, witness statements, and surveillance videotape.

### Parking Facilities:

A lack of planning with regard to parking facilities can negatively impact the experience your members (and spectators at events) receive. Proper lighting in the parking facilities will help deter theft, vandalism, or worse, attacks of your patrons. Lighting should be checked on a regular basis to be sure that all are functioning properly. Additionally, signs should be posted indicating that "Parking is for patrons of the [club/gym name] only and all other vehicles will be towed." This provides the club/gym owner/operator with legal recourse in the event they view a vehicle that appears to be abandoned or poses a threat to the smooth running of the facility.

### Electrical Safety:

Electricity acts quickly and without warning. As little current as 40-600 milliamps can kill or cause serious harm to a worker or participant. This Electrical Safety plan, which covers work practices for electrical installations, and electrical maintenance and repairs, reflects the details of the OSHA standard and should be followed carefully.

- Only qualified electricians in the maintenance department are authorized to install, adjust, or service electrical equipment or circuits. A qualified technician should be one who is trained and accustomed to working with electricity, and should always follow standard safety practices.
- Always determine live circuits by first testing with voltage tester or multi-meter. Use a receptacle circuit tester to confirm that outlets are wired properly, and a GFCI tester to determine that a GFCI is functioning within accepted standards (time and milliamps).
- Use only insulated tools when working with electrical circuits. Do not work on live circuits.
- Electrically powered tools should have housing and switches in good condition, cords that are free of cuts, splits, or repairs, and cord caps with ground prongs intact (unless tool is clearly marked "double-insulated").



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### Administrative Duties at a Competition:

In order to conduct a safe competition, the following procedures are recommended:

- **PREPARATION:** A fact sheet should be compiled well in advance of the competition. You should also include a roster of participants, including coaches, referees, other officials and medical personnel. Be sure there is a place for passbook number, date of birth, name, address and LBC/Region number. Locate the closest medical facilities and notify emergency personnel at the facility that a boxing event will be taking place on the specific date and time. Be sure that all athletes are properly indicated in their weight class. At weigh-in, the boxers should have their passbooks, and the tournament personnel should keep the passbooks during the duration of the event. Be sure all equipment is in proper working condition.
- **DURING COMPETITION:** Make sure again that all boxers are registered, that equipment is correct, that medical equipment and first aid is current and all medical personnel are present. Make sure that bout sheets are available and be sure, if more than one ring is being utilized, that the rings are properly identified. Prior to the first bout, make sure the scorecards are prepared properly for each bout and alert the chief of officials about any walkovers. Double-check that all ringside equipment is there. After each bout, keep up with the passbooks, making sure they are properly filled out and signed by a ringside physician. It is a good idea to have one person whose responsibility it is to monitor the boxers' equipment, making sure it is approved, legal equipment and in good shape. The medical staff should have a blueprint plan for emergencies. Check with them to make sure everything is in sync and ready should an accident occur. Strict ringside security will help eliminate any problems from irate coaches and the audience.

### Gymnasium Safety Guidelines:

The following are some guidelines for operating a safe gym and running a first-rate boxing program:

- Every gym should have posted guidelines for the safe operation of the amateur boxing gymnasium.
- Every gym should require the use of only amateur boxing approved equipment. Each boxer should have his own headgear, mouthpiece, boxing shoes and protective cup before he/she is allowed to spar or perform ring work.
- Every gym must fulfill equipment guidelines, including appropriate ring structure, size and padding (1.3 – 1.9 cm thick of approved material), with approved ropes and corner posts, and a safely-constructed level platform.
- Coaches must emphasize the importance of conditioning and defense to success. Teaching a boxer to keep his/her hands up, chin down, and elbows in close to the body will enable a boxer to be more successful while helping to ensure his/her safety.
- Remember to include stretching into the training program. Many muscular and ligamentous injuries may be avoided with a good flexibility program.
- Proper nutrition is paramount. The athlete must avoid dehydration and take in adequate amounts of complex carbohydrates and protein.



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### Equipment Safety:

In order for amateur boxing to be a safe sport, it is necessary to have equipment that meets the current safety specifications. The Safety and Equipment Sub-Committee requires that a safety seal be put on all boxing equipment.

- **BOXING GLOVE:** For weights less than 156 pounds, a 10-oz. glove must be used; for 165 pounds and over, a 12-oz. glove is required. The glove must be thumbless or the thumb of the glove must be attached to the forefinger. This has been shown to prevent eye injuries. It is very important that the glove man eliminate any gloves with rough edges or displaced padding. In tying the glove, the tied knotted end of the laces must be in back of the glove and be covered by tape or a wrist gauntlet. The referee should do a double-check for this at the beginning of each match.
- **HEAD GEAR:** The head gear has proven to be one innovation which has nearly eliminated eye cuts and auricular hematomas of the ears. It has also reduced the force of blows to the temporal area of the skull. The padding in the rear of the head gear and the ensolite mat have minimized the impact to a boxer's head when it hits the canvas in a backward fall. This material must be approved by USA Boxing. It is important that the head gear be discriminated by size. It is impossible to have a large head gear properly fit a small head. This presents a dangerous situation. There are generally three areas to check when fitting a head gear: under the chin, the rear of the head gear and the top part of the head.
- **FITTED MOUTHPIECE:** This minimizes mouth cuts and jaw injuries.
- **FOUL CUP:** This must be worn to minimize groin and genitalia-related injuries.
- **HAND WRAP:** This helps eliminate metacarpal injuries when properly applied.
- **RING MAT:** The padding is necessary to minimize a further acceleration/deceleration injury when the boxer falls. It must be one inch thick. Thicker padding will cause heavier boxers to implant the foot, increasing the risk of ankle fractures and knee injuries.
- **RING IMPLEMENTS:** The four ring ropes should be properly covered and tied together so that boxers are less likely to fall through the ropes and onto the floor. Rope burns are less likely with the appropriate rope coverings. The mandatory ensolite mat minimizes head injuries. The extension of the ring apron of two feet beyond the ring ropes minimizes the risk of leg and ankle injuries. The mandatory padding of the four corners is an additional safety feature.
- **INFECTION RISK:** It is mandatory that sanitary water bottles be used in the corners. It is also recommended that referees and coaches wear sanitary plastic gloves. There are many situations where exposures to blood and other body fluids arise. One of these situations occurs when the referee utilizes a gauze pad to examine the seriousness of bleeding cuts. Since the pad is porous, the referee may be exposed to blood. In view of the possibility of transmitted blood-borne pathogens, including HIV and hepatitis, gloves are strongly recommended.



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## RISK MANAGEMENT INJURY CONTROL

### **Evaluation of the Impaired Boxer in the Ring:**

A boxer temporarily stunned or knocked down and unconscious is a stricken boxer and a medical emergency. This can indicate that a concussion has occurred. A concussion is a temporarily altered state of motor hypotonus, helplessness and disturbed consciousness. This includes any one or more of the following:

- Disorientation
- Memory deficit-including symptoms of amnesia
- Altered or slow speech
- Difficulty processing new information
- Impaired motor function (slow, uncoordinated)

Questions should be asked of the boxer, such as: What is your name?; Where are you?; What day and year is it?, etc.

### **Protocol for Head Injury Follow-up:**

The injured boxer should be sent to the nearest emergency facility for evaluation; however, in the event the boxer is not being treated at a medical facility, the following circumstances should be followed:

- Keep the athlete at rest for 24 hours
- Clear liquids only for 8 hours
- The athlete may be allowed to sleep, but check the condition of the boxer every hour while awake and every one to two hours while asleep. See that the athlete responds to a pinch or shake, and that his/her color, pulse and breathing are normal.
- Any signs of prolonged headache, vomiting, convulsions, seizures, weakness, difficulty walking, lethargy can indicate more serious symptoms and would suggest that medical attention be sought immediately.



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### Section III

#### INSURANCE CLAIMS REPORTING PROCEDURES

Quick and complete reporting of insurance claims, as well as aggressive management of claims, has shown to greatly reduce the eventual cost of claims. This is important because the cost of insurance to USA Boxing, its clubs and LBCs is linked directly to the number of claims and the total cost of claims they experience. Therefore, it is paramount that every club/gym owner/operator, especially those in supervisory positions, be aware of the types of insurance that are in place, how to file claims correctly and completely, and techniques for working with insurance carriers to bring timely and efficient resolution of these claims. Many types of insurance policies have unique conditions for reporting a claim which, if not followed correctly, may forfeit or reduce coverage and expose USA Boxing, its clubs and LBCs to additional liability and expenses. Especially regarding general liability claims, the quicker the claim process can be initiated, the less likely USA Boxing, its clubs and LBCs may be involved in additional litigation and subsequent ill will. This also reinforces the importance of completing detailed accident investigations for participant and spectator injuries. It is important that all facilities/clubs/gyms and their designated employees familiarize themselves with the procedures and understand the importance of providing complete information regarding any and all insurance claims.

#### **Property Claims:**

**This coverage will typically be purchased individually by the club/gym.**

Claims of property damage typically include damage to the building, the contents, including the equipment and technology property such as computers. Losses generally include those caused by fire, water damage, hail, other weather conditions and losses as a result of automobiles coming in contact with the building. The facility operator or other supervisor should call emergency personnel as soon as possible, and take every precaution to protect property from further damage. Photographs of the damaged property can be very helpful. A full list of equipment and property should be available, with a duplicate copy off-site, including date of purchase and cost. A duplicate copy of this inventory list should be kept off-site and readily available to prevent the unavailability of information if the on-site list is destroyed due to the incident. This will assist in settlement of any claim.

**Property Claims Reporting:** \_\_\_\_\_  
(Name of Insurance Company and phone number)

#### **General Liability Claims:**

USA Boxing and its clubs and LBCs strive to provide quality facilities for athletes and others to train in a safe and healthy environment. However, risk does exist for injury and therefore USA Boxing continues to provide Risk Management guidance to insure all clubs/gyms are safe for the general public and users of the facilities. Most claims arising from general slips and falls in the facility should be reported to the club/gym owner/operator or supervisor immediately. An incident report should be completed, with special attention being noted to any witnesses of the accident. Obviously, if immediate medical attention is needed, the proper authorities should be contacted.



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(The club/gym owner/operator should know the name, telephone number and estimated time of response for the closest medical facility). With regard to athlete injuries, the same procedures should be followed. Call for emergency medical personnel immediately, but follow up with completion of an incident report. Personnel of the club/gym should all be CPR and First Aid Trained. As with any injured person, try to make them as comfortable as possible until medical response arrives, but be cautious about moving them as that could cause further injury. Serious injuries should be reported immediately by calling American Specialty Insurance and Risk Services at (800) 245-2744 with the incident report being faxed to (260) 672-1295.

**General Liability Claims:** American Specialty Insurance and Risk Services/AXIS Insurance Company

### **Accident and Catastrophic Claims:**

Members of USA Boxing are automatically entitled to Excess Accident and Catastrophic Accident coverage. This coverage is secondary to any primary and collectible insurance (such as a personal medical policy, and employee's group medical policy or a parent's policy where the participant is a dependent). A claim form needs to be completed and submitted to USA Boxing within 90 days of the date of injury. Payments for medical services must be incurred within 52 weeks of the date of the injury. The claim form needs to be sent to USA Boxing, 1 Olympic Plaza, Colorado Springs, CO 80909, Attn: Lynette Smith.

**Accident Claims Reporting:** American Specialty Insurance and Risk Services/Chubb Insurance

### **Accident Investigation:**

The best indicator of future performance is past performance. Although our goal is to have no accidents, when we do have an accident, we can all learn a great deal from it. Accident and incident investigations will help us reveal the root causes of unfortunate accidents, and make corrections so as to prevent them from occurring again.

All accidents or incidents (accidents resulting in a near-miss) must be investigated by the club/gym owner/operator or supervisor to determine the accident cause. This information will be documented and examined to determine the corrective action to be taken. It is important that blame not be placed on an individual at this time, but only the facts determined and processes changed to prevent similar accidents from occurring in the future.

All facts, findings, and recommendations will be documented on the Accident Investigation Report. Accident investigation documents will be reviewed by USA Boxing Risk Managers for the purpose of taking future corrective action. An effort will be made to spot trends and implement corrective actions in conditions and procedures whenever possible.

It is critically important to initiate an investigation immediately following the accident or incident, beginning with interviewing the coach or other in-charge individual involved. The club/gym owner/operator or supervisor should report to the accident scene promptly, oversee the accident



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investigation, and if the individual has been taken to the hospital, report directly to the hospital. The person performing the accident investigation should:

- Conduct the investigation in a professional manner
- Ask many questions and take detailed notes
- Talk with the injured person, if possible. Talk with witnesses. Stress getting the facts, not placing responsibility or blame. Never jump to conclusions—focus on facts and not fault
- Listen for any clues in conversations around him; unsolicited comments often have merit
- Study possible causes; keep asking questions until he uncovers the root cause of the accident. What were the unsafe acts or conditions that contributed to the accident?
- Fill out all applicable information on the provided Incident report
- Insure that follow-up is conducted to prevent recurrence of a similar type of injury
- Ask coaches and officials, and maybe other boxers, for their ideas for preventing accidents; talk with interested parties concerning possible solutions







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### HOW TO FILE AN ACCIDENT CLAIM

#### **Injured Party (Registered or Non-Registered Athlete):**

- Obtain this Injury Report Form from Lynette Smith, USA Boxing.
- Complete Part B (page 4 of this form).
- Give completed form to LBC Registration Chair, person in charge of filing claims or your coach. Do not leave this form with the hospital or the medical provider that is providing the service.
- Instruct the hospital or medical provider to send bills to USA Boxing, whose address should be noted on page 3 of the form. USA Boxing will then file the claim with the insurance company.
- USA Boxing's participant accident insurance ONLY provides insurance coverage for registered athletes or non-athletes participating in USA Boxing sanctioned events or supervised practice. This insurance is secondary to any other health insurance coverage you might have, meaning if you have other health insurance through your employer or your parents, that insurance would pay first.
- If USA Boxing's participant accident insurance is responsible for the charges, you will need to pay the first \$100.

#### **LBC Representative:**

- LBC Representative or official witness needs to fill out and sign the USA Boxing Injury Report and Part A of this form (pages 2 and 3) to validate the injury and injured person's registration.
- Copies of this USA Boxing Injury Report and any medical bills received need to be submitted to USA Boxing, 1 Olympic Plaza, Colorado Springs, Colorado 80909, Attention: Lynette Smith.
- Questions need to be addressed to Lynette Smith at USA Boxing (719) 866-2311.

#### **Medical Provider:**

- All medical bills need to be sent to USA Boxing, along with a completed claim form. A USA Boxing claim form must be filed in order for the insurance company to consider the claim.



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### Basic Sports Accident Insurance Policy Chubb Insurance Company (October 1 through September 30)

#### Who is Covered?:

All members of USA Boxing (United States Amateur Boxing, Inc.)

#### What is Covered?:

- Injuries that occur during sanctioned and supervised USA Boxing activities. Coverage is provided to the limits of the policy for medical/dental expenses and death/dismemberment as a result of a qualifying injury that occurs during an accident.
- Sickness is **not covered**.
- Re-injury is considered a pre-existing condition. Potentially chronic injuries will be examined carefully as they have a tendency to recur.
- Chiropractic and Physical Therapy care will be limited.

#### Benefits Summary:

- \$25,000 Excess Accident Medical Expense (**See definition of EXCESS below**)
- \$100 Deductible (per accident before benefits are payable)

#### Definitions:

- **Excess Coverage:** All benefits are payable on an EXCESS BASIS. This means that any other insurance—your personal policy, and employee group policy, a parent’s policy under which you are insured **MUST** pay the charges on each bill (that are payable under that policy’s contract) before this insurance will apply. Proof of these payments must be submitted to USA Boxing.
- **Accident Medical Expenses:** If, as a result of an injury, an insured incurs covered expenses starting within 60 days of the date of accident, up to \$25,000 will be paid for covered expenses incurred within 52 weeks of the initial injury. The claim must be filed within 90 days of the date of injury.
- **Basis for Payment:** “Usual and Customary” or “Reasonable and Customary” rates. Your doctor’s billing clerk will understand these terms. All benefits are paid at 100%.

#### How to Initiate a Claim:

- Request a claim form from USA Boxing, your club or LBC or go to [www.usaboxing.org](http://www.usaboxing.org) and click on “insurance”
- Send the completed claim form and bills to USA Boxing, 1 Olympic Plaza, Colorado Springs, Colorado 80909
- Follow up bills should be submitted USA Boxing

#### Questions?:

- Contact Lynette Smith at USA Boxing, (719) 866-2311



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## Section IV

### CONTRACT REVIEW

#### Introduction:

A contract is a **legally binding agreement** between two competent parties who have each exchanged something of value. A large number of contracts that clubs and gyms will encounter involve the use or occupancy of facilities, including land (municipalities). In exchange for the use of the property, the owner requests certain consideration, often monetary in nature. There is much that can be done to understand these documents prior to review by an attorney or actual execution.

The information contained in this report is offered as an aid to assist in identifying what to look for, and what alternatives exist once you have identified certain aspects of the contract/agreement.

***This does not, and should not, be relied upon in lieu of competent legal representation. WE RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY WITH RESPECT TO ANY CONTRACT.***

The following sections will be reviewed and discussed in greater detail in this report:

1. **REVIEW THE CONTRACT:** This step will help to make certain that the property is correctly named and the dates of occupancy/use are correctly identified. Additionally, verify the cost associated with the use of the property. Determine who is to sign the agreement, when it is to be effective, and when it is to be fully executed.
2. **IDENTIFICATION:** This step will help identify the provisions, which will be the most significant from a "Risk Management" perspective. Items to look for include provisions, which refer to "insurance," "hold harmless," "indemnification" or "negligence." These provisions tend to be the ones which cause the most problems, and for which additional negotiations will be in order.
3. **REVIEW:** This step will help in your understanding of what was previously agreed upon. If you expect to assume responsibility, and this is properly stated in the contract, then that section will be accepted. If you did not anticipate assuming responsibility for an area that the agreement clearly states you are responsible for, then further examination will be necessary. Determine the impact of these specific provisions. It will be necessary to identify if insurance is available for the areas you are assuming, and if you are being required to indemnify another for losses that are direct and proximate results of another's actions, errors or omissions.
4. **RESPOND:** This step will assist you if it appears that changes to the contract/agreement need to be made. A recommendation of alternate wording should initiate continued discussion.
5. **EXECUTE:** This step will help finalize the execution of the agreement. Once all the provisions accurately and fairly represent your intention and understanding with respect to the responsibility of both parties, it will be time to sign the contract. Be sure the other party signing the agreement has the authority to do so (i.e.-owner, officer or agent).



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### Common Definitions:

**NEGLIGENCE:** This term often refers to the failure to use the care that is required to protect against a reasonable chance of harm. The general liability policy issued to USA Boxing, its clubs and LBCs provides coverage for sums that the organizations and individuals may become legally obligated to pay as a result of their actions or negligence. When entering into a contract, it is important to identify which party becomes responsible for the negligence associated with injury or damage. Many times, the contract will ask that you assume full responsibility for all acts and losses whether they are a direct cause of your actions, or for actions of others. Legal representation can assist in determining those applicable statutes or regulations in your jurisdiction (state) which will permit or prohibit how negligence, including gross negligence, is addressed.

**HOLD HARMLESS:** This term is usually easily identified in the contract. The concept of holding another party harmless is to protect them, or make them whole as a result of a loss or damage. While it may be practical and appropriate to hold the other party harmless for losses that result from your actions, oftentimes, they are asking that you hold them harmless for losses resulting from their actions, or the actions of others, beyond your control. This is not recommended.

**INDEMNIFICATION:** The words *indemnify* and *indemnification* refer to protection against damage or loss. When a contract requires that you indemnify the other party, the agreement is stating that you will reimburse them for any loss or damage they suffer as a result of the agreement.

**WAIVER OF SUBROGATION:** This term is simply the “right to recover losses paid.” In a contract, the other party is attempting to negate you, or your insurer from being able to come back to them to recover for losses paid. It is important to note that only your insurance company can waive their right to subrogation, and any time this term is used, the insurer **must** be made aware of the intent.

### Review the Contract:

The process of initially reviewing the contract will assist you in identifying details that may be overlooked in an effort to concentrate on the larger and seemingly more significant provisions. The following are the steps you should take in your initial review:

- **Identify the parties to the agreement:** The parties to the agreement should be “you,” which will include you and any business names, and the other should be the entity or organization you intent to contract with (i.e.-property owner). Be sure that “you” are designated correctly (i.e.-if you are a Corporation, then “ABC, Inc.” should be indicated as the party to the contract). Both parties should always use their formal legal names so that if a dispute arises later, you will be able to identify the proper party. ***Be sure you are clear with whom you are entering into agreement.***
- **Verify the dates of occupancy:** It is important, if the contract stipulates the dates you will be occupying the premises, that these dates are correctly stated. Errors may occur, and this would be the time to correct those errors.



## USA BOXING RISK MANAGEMENT GUIDE

- **Identify “who” is to sign the contract:** Make sure that your representative (if not you) has the authority to enter into the agreement. Additionally, be certain the individual representing the other party also has the authority to enter into the contract. If the person representing the other party is unknown to you, be sure to obtain some type of authorization that this person has authority. If questions arise in the future, you will know with whom they need to be discussed.
- **Obtain an *original* copy of the contract:** Make sure the copy of the contract you receive is an original copy, with clear, legible language. When contracts are copied multiple times or sent through fax machines, oftentimes the language become difficult to read, or parts are illegible.
- **Be sure you have a copy of the *complete agreement*:** If the contract is larger than one page, it may be possible to be missing a page/pages. Be sure you know how many pages the contract is, and count to be sure each and every page is there. In the absence of numbered pages, scan the document to be sure that the first paragraph on each succeeding page completes the thought of the last paragraph on the preceding page.

### **Review the Agreement:**

Once the contract has been presented to you, ***it is recommended that you have your attorney review the contract as well.***

The primary objective during the review process is to be certain that the agreement properly defines your responsibility and objectives. Be sure that the date, location and incidental details (ancillary activities) are identified and correct. Also verify that items such as the condition of the property when returned and what authority you have are clearly included. This is the time to make certain that there is a clear distinction of whom is responsible for what, and that you are not assuming responsibility or agreeing to perform functions that should belong to the other party.

It is important to be certain that you are not being required to provide for losses for things which are not covered by the insurance. The general liability policy excludes coverage for property in your care, custody and control. This would be property for which you have been given responsibility and authority and over which you exercise control.

Once you (and your attorney) have completed the review phase, you should have a very thorough understanding of exactly what the proposed contract demands of each party, and what responsibilities are being assumed by each.



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### Respond to the Contract

After reviewing the contract, it is time to meet with the other party to propose changes. The recommendations developed by you and your attorney should develop some rewrites to the contract, and possibly extend negotiations. Remember, the overall objective is to have a contract that is appropriate for both parties and that accurately addresses all areas of responsibility.

Be sure that you identify those provisions in the contract with regard to negligence, and attempt to be consistent (negligence, hold harmless, indemnification, waiver of subrogation) throughout the contract.

Be prepared that the other party may have a lack of understanding of what your attempts to change mean, and their ability to effect a modification or change to the contract.

### **Executing the Contract:**

Once the negotiations have been concluded and a final document prepared, all that remains is to ***sign the contract.***

In the execution process, ***always*** date the document when you sign it, even if this means writing in the date after your signature when there is no designated place for a date. You should also include a title under your signature (owner, president, etc.) making it clear that you are authorized to execute the contract. ***Do not sign an agreement whereby you PERSONALLY accept responsibility for the agreement, because this may ultimately put all your personal assets at risk.***

The signature page should not be a page by itself, but rather, should be included at the end of the text. When a signature blank is the only page and when the pages are not numbered, it is possible for an unintended page to be inserted without your knowledge.



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### EXAMPLE OF MUTUAL HOLD HARMLESS LANGUAGE

*Party One* shall defend, indemnify, and hold *Party Two*, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of the Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of *Party One*, its officers, agents or employees.

*Party Two* shall defend, indemnify, and hold *Party One*, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of *Party Two*, its officers, agents or employees.

The process of initially reviewing the contract will assist you in identifying details that may be overlooked in an effort to concentrate on the larger and seemingly more significant provisions. The following are the steps you should take in your initial review:

- **Identify the parties to the agreement:** The parties to the agreement should be “you,” which will include you and any business names, and the other should be the entity or organization you intend to contract with (i.e.-property owner). Be sure that “you” are designated correctly (i.e.-if you are a Corporation, then “ABC, Inc.” should be indicated as the party to the contract). Both parties should always use their formal legal names so that if a dispute arises later, you will be able to identify the proper party. ***Be sure you are clear with whom you are entering into agreement.***
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### WORKERS' COMPENSATION

#### **Employee or Independent Contractor:**

Most states, with regard to Workers' Compensation coverage, follow substantially the same rules as those agencies governing unemployment benefits. A business cannot avoid being an employer for the purposes of Workers' Compensation merely by calling the other person a subcontractor or an independent contractor. Typically, a person who performs services for pay for another shall be considered an employee unless that person meets **BOTH** the following requirements:

- 1. Free from control and direction of the other (unless control is exercised under the requirements of any state or federal statute or regulations); and***
- 2. Customarily engaged in an independent trade, occupation, profession, or business related to the service performed.***

Independence may be proven through a written document signed by both parties, which shows that the business for which services are performed **does not**:

1. Require the person to work **ONLY** for the business for whom services are performed (except that the person may decide to work only for the business for a definite period),
2. Establish a quality standard for the person (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the person as to how the work will be performed),
3. Pay a salary or an hourly rate instead of a fixed or contract rate,
4. Terminate the work or the service provided during the contract period unless the person violates the terms of the contract or fails to process a result that meets the specifications of the contract,
5. Provide more than minimal training for the person,
6. Provide tools or benefits to the person (except that a completion schedule and a range of agreeable work hours may be established),
7. Dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established),
8. Pay the person personally instead of making payment or checks payable to the trade or business name of such person, or
9. Combine the business operations in any way with the business operations of the person instead of maintaining all such operations separately and distinctly.



## **USA BOXING RISK MANAGEMENT GUIDE**

If a written contract is intended to be used to prove that the person is an independent contractor, it SHOULD contain the following disclosure in type, which is larger than the other provisions in the document or in bold face or underlined:

**THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THE INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAXES ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

All signatures on the written contract (provider and organization contracting with) SHOULD BE NOTARIZED.



## USA BOXING RISK MANAGEMENT GUIDE

### Section V

#### CONTRACTORS, SUB-CONTRACTORS AND VENDORS RISK MANAGEMENT EXPOSURES:

Minimum insurance requirements for contractors, vendors and sub-contractors are detailed below. Prior to providing services for USA Boxing clubs and LBCs, contractors, sub-contractors and vendors must provide evidence of insurance coverage for the following areas of coverage that meet or exceed the corresponding levels of insurance coverage. Additionally, they will be required to name USA Boxing and the USA Boxing club or LBC as an Additional Insured.

From commencement of the contract until completion, Contractor shall provide at its own expense, and maintain in effect, the following types and amounts of insurance with terms satisfactory to USA Boxing and with insurance companies carrying an A.M. Best Rating of A (Excellent) VII or better. The insurance required shall include a “**Severability of Interest**” clause, and the insurer shall agree to **waive all rights of subrogation** against USA Boxing, its clubs and LBCs, officers, directors, employees, representatives, agents, volunteers and assigns for claims or losses arising under the contract. The Contractor’s insurance shall be primary as respects USA Boxing and its clubs and LBCs and any insurance or self-insurance maintained by USA Boxing, its clubs and LBCs shall be in excess of and not contributory with Contractor’s insurance. The Contractor’s insurance shall contain an endorsement **adding USA Boxing, its clubs and LBCs (and others as required) as Additional Insureds** on all policies except Workers’ Compensation. USA Boxing, and its clubs and LBCs will require a copy of the actual Additional Insured endorsement, and not simply a notation on the Certificate of Insurance. The Certificate of Insurance must also indicate that no policy will be cancelled or materially changed without providing a minimum of 30 days written notice to the Certificate Holder of such cancellation or material change. Additionally, a provision indicating any reduction or impairment of the aggregate will be provided to the Certificate Holder(s).

#### **Minimum Limits:**

- 1. Employer’s Liability and Workers’ Compensation:** Statutory limits as required by state law for all of it’s employee’s, including Employer’s Liability with limits of not less than \$500,000/\$500,000/\$500,000.
- 2. Commercial General Liability Insurance:** Coverage to be on an occurrence basis with limits of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, \$1,000,000 for Personal and Advertising Injury Liability, \$1,000,000 for Products and Completed Operations Liability and Contractual Liability insuring the obligations assumed by the contract, Independent Contractors, Premises damage no less than \$50,000 and Premises Medical Payments no less than \$5,000. The General Aggregate limit may be no less than \$2,000,000. Any deductibles or SIR’s will be so noted on the Certificate of Insurance.
- 3. Automobile Liability Insurance:** Coverage to include all owned, hired, leased, rented, non-owned and hired vehicles used in the performance of the contract, with limits of not less than \$1,000,000 Bodily Injury and Property Damage and \$1,000,000 of Uninsured/Underinsured Bodily Injury liability.
- 4. Umbrella Liability:** Coverage with limits no less than \$4,000,000 per occurrence to include Commercial General Liability, Automobile Liability and Employers Liability as underlying policies.



# USA BOXING RISK MANAGEMENT GUIDE

## Section VI

### COACHING AND INSTRUCTORS EXPOSURES

1. Recommendations for Coaching Standards of Ethics and Conduct
2. USA Boxing Coaches Code of Conduct
3. Coaches/Instructors Background Screening Program

#### **Recommendations for Coaching Standards of Ethics and Conduct:**

**MISSION STATEMENT:** To provide a standardized guideline of ethics, standards and conduct to ensure the quality, integrity and moral environment of USA Boxing.

**PURPOSE:** This information is intended to provide both the general principles and the decision rules to cover most situations encountered by coaches and instructors. It has, as its primary goal, the welfare and protection of the individuals and groups with whom coaches work. This is also designed to provide a common set of values. It is the individual responsibility of each coach to aspire to the highest possible standards of conduct. Coaches should respect and protect human civil rights, and should not knowingly participate in or condone unfair discriminatory practices. Above all, coaches of young people can have great influence on developing athletes who are reliant on these coaches for the basic instruction and guidance necessary to reach the top levels. Coaches can have tremendous power over these athletes in their quest to the top. This power must not be abused. Therefore, we have set forth these codes of ethics and conduct to guide our coaches and protect our athletes for the mutual benefit of all concerned.

#### **General Principles:**

- **Competence:** Coaches strive to maintain high standards of excellence in their work. They recognize the boundaries of their particular competencies and the limitations of their expertise. They provide only those services and use only those techniques for which they are qualified by education, training and/or experience. In those areas where recognized professional standards do not yet exist, coaches exercise careful judgment and take appropriate precautions to protect the welfare of those with whom they work. They maintain knowledge of relevant scientific and professional information related to the services they render, and they recognize the need for ongoing education. Coaches make appropriate use of scientific, professional, technical and administrative resources.
- **Integrity:** Coaches seek to promote integrity in the practice of coaching. Coaches are honest, fair and respectful of others. In describing or reporting their qualifications, services, products, or fees, they do not make statements that are false, misleading or deceptive. Coaches strive to be aware of their own belief systems, values, needs and limitations and the effect of these on their work. To the extent feasible, they attempt to clarify for relevant parties, the roles they are performing and to function appropriately in accordance with those roles. Coaches avoid improper and potentially harmful dual relationships.



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- **Professional Responsibility:** Coaches uphold professional standards of conduct, clarify their professional roles and obligations, accept appropriate responsibility for their behavior, and adapt their methods to the needs of different athletes. Coaches consult with, refer to, or cooperate with other professionals and institutions to the extent needed to serve the best interests of their athletes, or other recipients of their services. Coaches' moral standards and conduct are personal matters to the same degree as is true for any other person, except when coaches' conduct may compromise their responsibilities or reduce the public's trust in coaching. Coaches are concerned about the ethical compliance of their colleagues' conduct. When appropriate, they consult with their colleagues in order to prevent or avoid unethical conduct.
- **Respect for Participants and Dignity:** Coaches respect the fundamental rights, dignity and worth of all participants. Coaches are aware of cultural, individual and role differences, including those due to age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language and socioeconomic status. Coaches try to eliminate the effect on their work of biases based on those factors, and they do not knowingly participate in or condone unfair discriminatory practices.
- **Concern for Others' Welfare:** Coaches seek to contribute to the welfare of those with whom they interact. In their actions, coaches consider the welfare and rights of their athletes and other participants. When conflicts occur among coaches' obligations or concerns, they attempt to resolve these conflicts and to perform their roles in a responsible fashion that avoids or minimizes harm. Coaches are sensitive to differences in power between themselves and others, and they do not exploit or mislead other people during or after their relationship.
- **Responsible Coaching:** Coaches are aware of their ethical responsibility to the community and the society in which they work and live. They apply and make public their knowledge of sport in order to contribute to human welfare. Coaches try to avoid misuse of their work. Coaches comply with the law and encourage the development of law and policies that serve the interest of sport or activity. The coach shall strive to serve as a leader and model in the development of appropriate conduct for the athlete both within and beyond the USA Boxing setting. The coach shall strive to use strategies in practice and competition that are designed to encourage play within the letter and spirit of the rules. The coach shall strive to keep the concepts of winning and losing in proper perspective. The coach shall strive to enforce policies and rules with fairness, consistency and an appreciation for individual differences.



## USA BOXING RISK MANAGEMENT GUIDE

### Ethical Standards:

- **Competence:** Coaches should not undertake these duties until they have first obtained the proper training, study and advice that they are competent to do so.
- **Maintaining Expertise:** Coaches should maintain a level of experience through continued education and experience and shall strive to acquire additional education and experience through sources available to them.
- **Respecting Others:** Coaches shall respect the rights of others' values, opinions and beliefs, even if they differ from their own.
- **Nondiscrimination:** Coaches should not engage in discrimination based upon age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language, socioeconomic status, or any other basis as proscribed by law.
- **Sexual Harassment:** Coaches do not, under any circumstances, engage in sexual harassment which includes solicitation, physical advances, verbal or non-verbal conduct which is sexual in nature and will respond to complaints of such a nature to respondents with dignity and respect.
- **Personal Problems or Conflicts:** Coaches have a responsibility to be aware if there are personal problems or conflicts which may affect their ability to work with athletes. They should also be able to identify problems affecting their athletes, which could potentially create situations that place their athletes in harm or danger of injury, and take the appropriate steps to remove the athlete from this environment.

### Summary of Expectations of Conduct:

- Obey and abide by all USA Boxing published rules, regulations and procedures
- Maintain exemplary standards of personal conduct
- Obey all state, national and international laws
- Do not use alcohol, illegal drugs or substances that could impair ability or judgment as a coach
- Refrain from using any profane or abusive language
- Accept no gratuities or gifts from Athlete members
- Refrain from fraternization with Athletes
- No sexual harassment or sexual misconduct with any Athlete
- Teach and support the Athletes fairly and equitably
- Do not discriminate against any Athlete



## USA BOXING RISK MANAGEMENT GUIDE

### USA BOXING COACHES CODE OF CONDUCT

1. The coach shall strive to acquire and implement the most current knowledge of the rules, strategies and teaching methods of the sport.
2. The coach shall structure a safe environment for the athlete during practices, competitions, travel and other boxing functions.
3. The coach shall work closely with parents and community members to promote an understanding of the role of athletics in the total educational experience.
4. The coach shall have the welfare of the athlete as the primary concern when making decisions that relate to the care of injuries, rehabilitation and return to activity.
5. The coach shall promote effective communication with boxers, officials, fellow coaches, parents and community members.
6. The coach shall serve as a leader and model in the development of appropriate conduct for the athlete both within and beyond the sport setting.
7. The coach shall use strategies in practice and competition that reflect a standard of fairness to all competitors and that are designed to encourage play within the letter and spirit of the rules.
8. The coach shall keep the concepts of winning and losing in proper perspective.
9. The coach shall enforce all policies with fairness, consistency and an appreciation for individual differences.
10. The coach shall be knowledgeable of all United States Amateur Boxing, Inc. (USA Boxing) policies and shall ensure that the regulations governing eligibility are upheld.

I understand that as a USA Boxing coach, I have assumed certain responsibilities to prepare, develop and be an advocate and role model for USA Boxing. I agree to the "Coaches Code of Conduct", have read the "Coaches Code of Conduct" and understand what is expected of me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## USA BOXING RISK MANAGEMENT GUIDE

### **Coaches/Instructors Background Screening Program:**

ESIX, in partnership with Southeastern Security Consultants, Inc. is proud to offer organizations a coaches and instructors comprehensive criminal background screening program. This service is optional and paid for by the requesting party. If interested, contact:

Southeastern Security Consultants: Randy Rodebaugh – 866-996-7412

Southeastern Security Consultants, Inc. is a Georgia-based corporation specializing in conducting criminal background checks for prospective youth coaches and instructors. SSCI has developed a proven program that provides assistance in conducting criminal background checks and is administered by security specialists with over 35 years of combined experience.

### **Why Conduct Criminal Background Checks?:**

Child abuse and other forms of abuse occur every day, and youth sports and activities are not immune. This is a complex issue in which every enterprise working with youth and adults needs to become proactive. An alarming number of coaches and instructors have a history of involvement in incidents of violence and/or sexual misconduct in youth activities, turning children into innocent victims. While some organizations have implemented background screening, many are unclear on what to do, thereby leaving a window of opportunity open to potential predators.

Conducting effective criminal background checks should involve the assistance of professionals. This program will:

- Effectively conduct criminal background and sex offender registry checks
- Relieve your organization from the burden of criminal background checks, which are a part of the overall screening process
- Give your organization and its franchises peace of mind that it has exercised reasonable diligence in the appointment of coaches and instructors
- Provide solid evidence for the procurement of insurance, including coverage for Sexual Abuse and Molestation coverage



# USA BOXING RISK MANAGEMENT GUIDE

## Section VII

### WAIVERS AND RELEASES IN THE CONTEXT OF AMATEUR SPORTS

#### FREQUENTLY ASKED QUESTIONS

##### **What is a Waiver and Release?:**

A Waiver and Release is a legal document whereby an individual acknowledges, by their signature, their understanding that the sport or recreational activity they desire to participate in carries certain risks of physical injury, including death, dismemberment, paralysis and other serious injuries. They further agree not to litigate to recover for damages as a result of those injuries.

##### **What are the Differences Between an “Assumption of Risk” and a “Waiver and Release”?**

An assumption of risk document/contract simply states that the participant “assumes the risk” while participating. This document does not validate the participant’s agreement not to bring litigation or suit, or for the participant to request compensation for damages as a result of injuries sustained during the participation.

A waiver and release document/contract includes language whereby the participant agrees that they are waiving their rights to bring litigation, and releasing all parties from negligence (often considered “giving up my legal rights for consideration of participation”). The waiver and release must have a line for signature and date, and it is strongly recommended that it have a line for a printed name, as well as a witness signature and printed name. In addition, strong assumption of risk language should be included in the document/contract.

**NOTE: Plain assumption of risk language has not, in most jurisdictions, been shown to be an effective tool for a defendant to move for Summary Judgment to dismiss pending litigation.**

##### **What is Parental/Legal Guardian Indemnification and Why Do We Need It?:**

Legally, a minor cannot waive his/her rights. Additionally, public policy states that the Statute of Limitations does not begin until the minor reaches the age of majority (typically 18 years of age). The Statute of Limitations varies by jurisdiction, but is generally from 2 to 6 years. As a rule, the Assumption of Risk contained in the properly written Waiver and Release will remain valid. Parental/Legal Guardian Indemnification simply states that in the event a minor reaches the age of majority and elects to litigate for injuries sustained when a minor, the parent contractually agrees to indemnify for all costs (both defense and indemnification) associated with the litigation. We have found this quite useful in ultimate dismissal of the suit.



## USA BOXING RISK MANAGEMENT GUIDE

### What are the Elements and Components of an Effective Waiver and Release?:

- The release language is clear and understandable
- The release language is unambiguous
- The release language is comprehensive
- The release is clearly titled “Waiver and Release” (not “membership application” or “sign-up sheet”)
- The release clearly identifies the activity being done
- The release states that the releasees are being released of negligence
- The release contains no language such as being released for “Gross Negligence” or “Willful and Wanton Negligence”
- The release contains a severability clause
- The release includes as releasees “Heirs, Assigns, Estates, etc.”
- The release includes language that the participant “understands the risks of participation” (assumption of risk language), they are “physically able to participate” and warns “I assume the risk of participation”
- The release is printed in type that is clear and legible (i.e.-10 point)
- The release should be in language consistent with a contract which includes consideration, such as, “In consideration of being allowed to participate in.....”
- The release should have the signature, printed name and date lines directly at the bottom of the waiver and release language
- The release for minors should include parental signature, printed name and date at the bottom of the waiver and release language
- The release for minors’ parental indemnification must include the parent’s (parents’) acknowledgment of understanding and agreement (for the indemnification)

### Why Should we Encourage Waiver and Release Language on *Both* the Membership Application and at Each Event?

Membership Waiver and Release forms **NEED** to be signed no further apart than once a year. When an aged waiver and release has been presented by a defendant to move for Summary Judgment, plaintiffs have protested that those rights waived were considered distantly in the past. A waiver and release signed less than a year prior to the injury proves to be an effective tool.

Event waiver and release forms are the most effective tool for obtaining successful motion for Summary Judgment. The basis of this success stems from defense presentation of a document signed the same day, or within days of the injury. Additionally, event waivers generally describe the specific event (i.e.-ABC Boxing Event) that the participant was participating in at the time of the injury.

The strength of a waiver intensifies when we are able to present both Membership and Event waivers, as it is difficult for a plaintiff to argue that they did not understand the risks of participation, or the rights they were giving up when they signed both forms.



## USA BOXING RISK MANAGEMENT GUIDE

### What is the Impact of Waiver and Release Language Continuity?:

When utilizing both Membership and Event waiver and release forms, it is imperative that language maintains continuity, with the exception of expanding on the nature of the activity by specifically naming the event (i.e.-competitive boxing on the Membership Application waiver and the ABC Boxing Event on the event waiver).

When two or more waivers are presented in defense of an alleged negligence, or perceived lack of duty of care, causing bodily injury, the possibility of having both waivers invalidated exists. If the language is not consistent, courts may perceive that the plaintiff was confused as to what they were signing. If the language contains continuity, the plaintiff will have difficulty alleging confusion as to what the document they were signing meant they were giving up.

#### **RIGOROUS WAIVER SCRUTINY**

Arkansas  
Alaska  
Arizona  
California  
Connecticut  
Delaware  
Kentucky  
Maine  
Missouri  
New Hampshire  
New Jersey  
Nevada  
New York  
Oregon  
Texas  
Utah  
Wisconsin

#### **LENIENT WAIVER SCRUTINY**

Alabama  
Georgia  
Idaho  
Maryland  
Michigan  
South Carolina  
Tennessee

#### **MODERATE WAIVER SCRUTINY**

Colorado  
Hawaii  
Iowa  
Illinois  
Kansas  
Massachusetts  
Minnesota  
Mississippi  
North Carolina  
North Dakota  
Nebraska  
Ohio  
Oklahoma  
Pennsylvania  
South Dakota  
Vermont  
Washington  
West Virginia  
Wyoming

#### **WAIVERS UNENFORCEABLE**

Louisiana  
Montana  
Virginia



## USA BOXING RISK MANAGEMENT GUIDE

### SURVEY INDEX

<b>State</b>	<b>Waiver Enforceability</b>	<b>Waiver Statute</b>	<b>Assumption of Risk as Defense</b>	<b>Negligence Law</b>
Alabama	Yes	No	Complete	Contributory
Alaska	Equivocal	No	Abolished except Ski	Comparative
Arizona	Yes	No	Partial	Comparative
Arkansas	Equivocal	No	Partial	Comparative
California	Yes	No	Complete/Partial	Comparative
Colorado	Yes	No	Partial	Comparative
Connecticut	Yes	No	Abolished	Comparative
Delaware	Probable	No	Complete/Partial	Comparative
Florida	Yes	No	Complete/Partial	Comparative
Georgia	Yes	No	Complete	Comparative
Hawaii	Probable	No	Equivocal	Comparative
Idaho	Yes	No	Partial except Ski	Comparative
Illinois	Yes	No	Complete/Partial	Comparative
Indiana	Yes	No	Complete	Comparative
Iowa	Yes	Yes	Partial	Comparative
Kansas	Probable	No	Limited	Comparative
Kentucky	Yes	No	Abolished	Comparative
Louisiana	No	Yes	Partial	Comparative
Maine	Equivocal	No	Abolished	Comparative
Maryland	Yes	No	Complete	Contributory
Massachusetts	Yes	No	Abolished	Comparative
Michigan	Yes	No	Limited Except Ski	Comparative
Minnesota	Yes	No	Complete/partial	Comparative
Mississippi	Equivocal	No	Complete	Comparative
Missouri	Yes	No	Complete	Comparative
Montana	Equivocal	No	Abolished except Ski	Comparative



## USA BOXING RISK MANAGEMENT GUIDE

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Page Two

<b>State</b>	<b>Waiver Enforceability</b>	<b>Waiver Statute</b>	<b>Assumption of Risk as Defense</b>	<b>Negligence Law</b>
Nebraska	Yes	No	Complete	Comparative
Nevada	Yes	No	Abolished	Comparative
New Hampshire	Yes	No	Equivocal	Comparative
New Jersey	Equivocal	Yes	Complete	Comparative
New Mexico	Equivocal	No	Complete/partial	Comparative
New York	Yes, if not contrary statute	Yes	Complete/partial	Comparative
No. Carolina	Probable	No	Complete	Contributory
No. Dakota	Probable	No	Abolished	Comparative
Ohio	Yes	No	Complete/partial	Comparative
Oklahoma	Yes	No	Complete	Comparative
Oregon	Yes	No	Abolished	Comparative
Pennsylvania	Yes	No	Complete/partial	Comparative
Rhode Island	Equivocal	No	Complete	Comparative
So. Carolina	Yes	No	Complete	Comparative
So. Dakota	Yes	No	Complete	Comparative
Tennessee	Yes	Yes	Complete	Contributory
Texas	Yes	No	Abolished	Comparative
Utah	Probable	No	Partial except Ski	Comparative
Vermont	Yes	No	Complete/partial	Comparative
Virginia	No	No	Complete	Contributory
Washington	Yes	No	Complete/partial	Comparative
Washington DC	Equivocal	No	Complete	Contributory
West Virginia	Probable	No	Partial with exceptions	Comparative
Wisconsin	Yes	No	Complete/partial	Comparative
Wyoming	Yes	No	Partial	Comparative



## USA BOXING RISK MANAGEMENT GUIDE

### UNITED STATES AMATEUR BOXING, INC. ATHLETE MEMBERSHIP APPLICATION AND WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK & PARENTAL CONSENT & INDEMNITY AGREEMENT

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Age: \_\_\_\_\_

Address: \_\_\_\_\_ SS#: \_\_\_\_\_ US Citizen:  
Yes \_\_\_ No: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Naturalized Citizen:  
\_\_\_\_\_

Telephone: Home ( ) \_\_\_\_\_ Work ( ) \_\_\_\_\_ Permanent Resident:  
\_\_\_\_\_

Club Number: \_\_\_\_\_ Club Name: \_\_\_\_\_ Gym Telephone: ( )  
\_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eyes: \_\_\_\_\_  
Hair: \_\_\_\_\_ Gender: \_\_\_\_\_

Category of Membership: SR: \_\_\_\_\_ JO: \_\_\_\_\_ Master: \_\_\_\_\_

Previous Record: Won: \_\_\_\_\_ Lost: \_\_\_\_\_ Have you ever competed  
professionally or in toughman, wildman, bar room brawls or any similar competition?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please  
explain: \_\_\_\_\_

#### HEALTH AFFIDAVIT

**ALL BOXERS:** I certify that I have had no injuries to my hands, neither fractures nor broken bones, which exist now or occurred within three months preceding the date of the athlete Membership Application form, and know of no injuries to the head, concussion, fainting spells or headaches. I will notify my coach, trainer, or other Local Boxing Officials immediately should any of these injuries or conditions be experienced in the future. I further agree that if I do experience any of the aforementioned conditions or injuries, I will immediately cease training, sparring and competing as an amateur boxer until such conditions or injuries no longer exist.

\_\_\_\_\_  
Printed Name of Participant  
Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature (or Parent/Guardian if under 18)  
Date

\_\_\_\_\_  
Signature of Witness



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**FEMALE BOXERS ONLY:** I certify that I am not pregnant, nor do I have any painful pelvic discomfort such as symptomatic endometriosis or other causes, abnormal vaginal bleeding or undetermined causes (Etiology), recent loss of menstrual period (Secondary amenorrhea), recently developed breast mass, recent breast dysfunction previously not present, or surgical breast implants, and have read section 10-1.9(4) of the USA Boxing's Official Rules pertaining to my present physical condition. I further agree that I will immediately notify my coach, trainer, or other Local Boxing Officials if any of the above described conditions should develop and/or apply.

\_\_\_\_\_  
Printed Name of Participant  
Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature (or Parent/Guardian if under 18)  
Date

\_\_\_\_\_  
Signature of Witness

### SEE REVERSE FOR WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT AND PARENTAL CONSENT & INDEMNITY AGREEMENT

By initialing here, I (or parent/guardian if under 18 years of age/minor) understand this is a two-sided document which contains important information on the reverse of this form \_\_\_\_\_ (Initial here)

### WAIVER AND RELEASE, ASSUMPTION OF RISK AND PARENTAL CONSENT & INDEMNITY AGREEMENT

#### IN CONSIDERATION OF MY BEING ALLOWED TO PARTICIPATE IN ANY WAY IN ANY UNITED STATES AMATEUR BOXING, INC. ACTIVITIES, I AGREE:

1. I understand the nature of United States Amateur Boxing, Inc. activities and my experience and capabilities, and believe I am qualified to participate in such activity. I further acknowledge that I am aware the activity will be conducted in facilities open to the public during the activity. I further agree and warrant that if I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
2. **I FULLY UNDERSTAND** that: (a) United States Amateur Boxing, Inc. activities involve risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by me or the actions or inactions of others participating in the activity, the condition in which the activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of my participation in these activities.
3. **I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** United States Amateur Boxing, Inc., its clubs and LBCs, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and



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lessors of premises on which the activities takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**

### CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of the child applying for Membership. My Child is fit for participation in United States Amateur Boxing, Inc. activities, and I consent to my Child's participation. **I HAVE READ AND UNDERSTAND THE MEMBERSHIP APPLICATION AND WAIVER AND RELEASE.** In consideration of allowing my Child to participate, I consent to it and agree that **ITS TERMS SHALL LIKewise BIND ME, MY CHILD,** my heirs, legal representative, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable attorneys' fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in any United States Amateur Boxing, Inc. activities.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant or Parent/Guardian  
If Participant is under 18

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date



# USA BOXING RISK MANAGEMENT GUIDE

## Section VIII

### ATHLETE'S GUIDE TO SAFETY RESPONSIBILITIES

Young men and women are joining the ranks of amateur boxing daily. Because amateur boxing is a contact sport, it carries inherent risk of injury. We believe it is important that the athletes assume responsibility for their actions, as well as coaches, officials and judges.

When an athlete decides to participate in amateur boxing, he/she should acquire the proper boxing equipment, set up a training routine with his/her coach, respect the sport and follow all established rules.

Boxers should be encouraged to report any and all injuries in and outside the gym setting to their coaches. They should also be encouraged to share any medical conditions which may increase their risk (such as a pre-existing heart condition), as these conditions can affect their overall health. If necessary, the coach should direct the athlete to be examined by a physician before allowing him or her to step into the ring.

With regard to competitions, the ringside physician is responsible for conducting the pre and post-bout physicals. The boxer is responsible for reporting any medical ailments or conditions which may impact his/her ability to participate, no matter how minor they may seem.

All athletes need to be responsible for their own health and awareness, and their coach needs to remind them that any small or insignificant issue might turn into a possible injury or illness.