



**United States of America Cricket Association**

February 18, 2013

To All League Presidents,

On behalf of USA Cricket Association, welcome to the 2013 cricket season!

I would like to take this opportunity to present the 2013 USACA Membership and Insurance information. I have enclosed the USACA Membership and Insurance correspondence document for your review.

As in previous years, I am here to assist each League with paying USACA membership dues and processing insurance certificates.

**The insurance renewal date of April 1<sup>st</sup> 2013** is not far away, so I urge your League to begin to address this extremely important matter now. Insurance certificates will take time to be issued, so please make contact with me if you require assistance. I will work with the insurance agency to have your Insurance Certificates issued as quickly as possible, but this can take several weeks.

Should you have any questions, I can be reached via email [lbrulport@usaca.org](mailto:lbrulport@usaca.org) or (919) 920-5861.

Thank you for your attention to this matter. I look forward to working with you in another 'summer of cricket'.

Yours sincerely,

Lisa Brulport  
**Executive Administrative Assistant**



## **2013 USACA MEMBERSHIP & INSURANCE**

### **USACA Membership and Insurance Dues for 2013**

Membership and Insurance rates for 2013 will remain the same as 2012 rates

Membership and Insurance (general liability and accident): \$200 per TEAM

Membership only: \$100 per TEAM

This document summarizes how leagues, clubs and teams should pay their USACA membership dues in 2013 and also how to obtain their insurance certificates.

For any questions regarding USACA membership dues please email Lisa Brulport at [lbrulport@usaca.org](mailto:lbrulport@usaca.org)

### **Insurance Coverage**

If you paid for the USACA insurance in 2012 then your insurance coverage will extend through to April 1 2013 without you needing to take any action. The new insurance policy will be available from April 1 2013. Only USACA members may purchase the USACA general liability and accident policy.

To gain the insurance coverage starting on April 1st 2013 leagues, clubs and teams have to pay both for the insurance and their USACA membership dues.

The Zain Jeewanjee Insurance Agency will be handling the administration of the national USACA insurance policy in 2013. See Appendix A at the end of this document for further details on the coverage and any additional charges for special requests.

### **Waiver and Release System - IMPORTANT**

A sample waiver form is attached as Appendix B for your use. USACA leagues, clubs and teams need to use such a form. Leagues, clubs and teams must maintain a system to regularly secure signed Waiver and Release forms from participants. USACA recommends monthly. For minor participants, these waiver/release forms should be signed by a parent or guardian. Unintentional error in securing Waiver and Release forms will not void your coverage in the event of a claim by a participant; however, your failure to maintain an adequate system to regularly secure Waiver and Release forms will void your coverage in the event of a claim.

Each team member needs to sign the waiver and provide a copy to his/her team, club or league to comply with the waiver and release system. Failure to do this may void the insurance.



## **2013 USACA MEMBERSHIP & INSURANCE**

### **The Process of Paying USACA Membership and Obtaining Insurance Coverage in 2013**

Payment can be made online by PayPal via our website or by check.

Online (Online payments expedites the processing time)

PayPal accepts all major credit and debit cards for your convenience. Payments made via credit card will be charged a \$5 convenience fee for using PayPal to pay for USACA membership and insurance..

All leagues/teams must complete the USACA membership and insurance spreadsheet and send via email to Lisa Brulport (Email below)

#### Check

All leagues, clubs and teams choosing to pay via check please note that it is strongly recommended that membership dues checks are sent **at least one month prior** to when an insurance certificate is needed. There is no guarantee that an insurance certificate would be issued with less than one month's lead time.

Checks for your 2013 membership and insurance should be made payable to "USA Cricket Association" and mailed to:

Lisa Brulport  
USACA Executive Administrative Assistant  
1230 Three Dog Road  
Chapin, SC 29036

Once Lisa ([lbrulport@usaca.org](mailto:lbrulport@usaca.org)) has received your league, club or team payment it will be deposited into USACA's bank account to clear. Once cleared the insurance agency will be notified to add the league, club or team to the covered list and they are then allowed to issue any requested insurance certificates.

Leagues will need to clearly and accurately list out the names of each club and team contact person(s) and their contact details and all their grounds and addresses when they send in their dues, as insurance certificates will only be issued in the names of the teams provided with the dues payment. The insurance certificates cannot be issued until payment for the year has been received, deposited and cleared.

For any questions regarding insurance coverage or certificates please email Ali Raza of the Zain Jeewanjee Insurance Agency at [ali.raza@glg.com](mailto:ali.raza@glg.com)



## **2013 USACA MEMBERSHIP & INSURANCE**

### **Opt Out**

USACA recognizes that one or two teams, clubs or leagues may not want to have this bundled insurance policy and buy their own insurance. Therefore, each league, club or team will have the choice to be, or not to be, a part of the national policy and to buy insurance from a different insurance provider of their choice at their own cost. You must obtain a certificate on your policy listing USACA as a "named insured". Please advise Lisa as such when you process your league, club or team 2013 dues.



## **2013 USACA MEMBERSHIP & INSURANCE**

### **Appendix A: Insurance Coverage**

#### **Liability and Accident Insurance**

##### Accident Coverage

Eligibility: All Participants and Staff of the Policyholder.

Benefits:

\$25,000.00 Maximum Medical Benefit per Claim

\$25,000.00 Accidental Death/Dismemberment Benefit per Claim

\$2,500.00 Deductible per Claim

Additional Coverage

Dental Benefit: Included in Maximum Medical Benefit

Policy Term: Annual

Carrier: Berkley Life Insurance Company (Admitted) (A XV AM Best)

##### General Liability Coverage (Requires Accident Coverage)

\$1,000,000 General Aggregate \*

\$1,000,000 Products/Completed Operations

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

\$300,000 Fire Damage (any one fire)

\$5,000 Med Exp

-0- Deductible per Claim

Policy Term: Annual

Carrier: Riverport Insurance Company (Admitted) (A XV A.M. Best)

\*Each Team will receive 2 certificates included in annual premium; each additional certificate will cost \$5.

##### Inclusions/Program Highlights:

Occurrence-Form Policy

Coverage Included for Claims by Athletic Participants

Coverage issued through Sports & Recreation Providers Assn Purchasing Group

Exclusions: War, Terrorism, Expected or Intended Injury, Sexual Abuse/Molestation, Asbestos, Nuclear Energy, Total Pollution, Fungi or Bacteria, Aircraft or Watercraft, Pyrotechnics, Employment Related Practices, Communicable Disease (Hepatitis, TSE, HIV, HTLV, or AIDS) Lead Liability, Violation of Telephone Consumer Protection Act or CANSPAM Act.

##### Waiver & Release System

The insured must maintain a system to regularly secure signed Waiver and Release forms from participants. For minor participants, these waiver/release forms should be signed by a parent or guardian. Unintentional error on your part in securing Waiver and Release forms will not void your coverage in the event of a claim by a participant; however, your failure to maintain an adequate system to regularly secure Waiver and Release forms will void your coverage in the event of a claim.



## **2013 USACA MEMBERSHIP & INSURANCE**

### **Appendix B: Waiver and Release Form**

See the next pages for the adult and minor waivers. Each team member needs to sign the waiver and provide a copy to his/her team, club or league to comply with the waiver and release system. Failure to do this may void the insurance.



## UNITED STATES OF AMERICA CRICKET ASSOCIATION

### PARTICIPATION AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

#### ADULT PARTICIPANTS OVER 18

#### PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND ASSUMPTION OF THE RISKS AGREEMENT.

This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned "Participant" and United States of America Cricket Association, it's member regions, clubs, organizations, affiliates, partners, sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, contracted entities and facilities and the owners and lessors thereof, hereinafter referred to as "USACA" or collectively as "Releasees").

In consideration for the privilege of participation of the Participant in USACA activities, Participant, Parent or Guardian acknowledge and agree as follows:

1. Participation in the activities of USACA, including but not limited to warm-up, training, practice, games, clinics, travel, and social events (referred to herein as the "Activities"), includes participation in a full-contact sport, requires good health and fitness and can be **HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT**. Participant believes he/she is qualified to participate in Activities, and if at any time the Participant believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activities \_\_\_\_\_ INITIAL HERE

2. Participation in Activities exposes Participant to **RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH**. Risks may arise out of contact and/or participation with other participants, spectators, equipment, field, facility and/or fixed objects; falls, collisions, rough play, and other mishaps; exposure to adverse weather conditions and/or high altitude; flaws and defects in equipment and facilities; irregular field conditions; and negligent field maintenance, negligent officiating, negligent coaching and negligent participation. Risks may be caused by the Participant's own actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activities take place, and/or **THE NEGLIGENCE OF THE "RELEASEES."** Some Risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. \_\_\_\_\_ INITIAL HERE

3. Assumption of the Risks. **I CONSENT TO PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of such participation. \_\_\_\_\_ INITIAL HERE

4. Waiver and Release of Liability. In consideration for the privilege of the Participant's participation in the Activities, the undersigned hereby **RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES** from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorneys fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, and indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law suffered by the Participant incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in Activities, as caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.** \_\_\_\_\_ INITIAL HERE

5. Governing Law, Venue and Jurisdiction: The undersigned understands and agrees that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by New York State law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court New York, or the federal courts located in New York state. \_\_\_\_\_ INITIAL HERE

6. Severability: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated. \_\_\_\_\_ INITIAL HERE



**THE UNDERSIGNED PARTICIPANT HEREBY CERTIFIES THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.**

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Signature	Printed Name	Date
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Witness	Printed Name	Date
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**- ADULT (PARTICIPANTS OVER 18) -  
USACA RULES ACKNOWLEDGEMENT**

1. I understand and agree to abide by all International Cricket Council, USACA, regional and local league rules and regulations, including the arbitration procedures therein, for any dispute regarding my eligibility or right to participate in, USACA-sponsored and -sanctioned activities and events, as set forth in the Constitution & Bylaws of USACA, as they are amended on a periodic basis, which I understand are available on the USACA web site ([www.usaca.org](http://www.usaca.org)).
2. I affirm that I am not suspended or banned from play or participation by any club, local league or region, and I authorize USACA to verify my citizenship status with the appropriate governmental agencies.
3. I am aware that USACA has the right to revoke my eligibility to play, coach or participate in any USACA activity, in the event of any violation of the aforementioned statement.

**I HAVE READ THIS ACKNOWLEDGMENT AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT ANY WRONGFUL PRESSURE OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL AGREEMENT. I AFFIRM I AM 18 YEARS OF AGE OR OLDER.**

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Participant Signature	Printed Name	Date
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## UNITED STATES OF AMERICA CRICKET ASSOCIATION

### PARTICIPATION AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

#### MINOR (PARTICIPANTS UNDER 18)

#### PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND ASSUMPTION OF THE RISKS AGREEMENT.

This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned “Parent” or “Guardian” and the minor participant “Participant” and United States of America cricket Association, it’s member unions, clubs, organizations, affiliates, partners, sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, contracted entities and facilities and the owners and lessors thereof, hereinafter referred to as “USACA” or collectively as “Releasees”).

In consideration for the privilege of participation of the Participant in USACA activities, Participant, Parent or Guardian acknowledge and agree as follows:

1. Participation in the activities of USACA, including but not limited to warm-up, training, practice, games, clinics, travel, and social events (referred to herein as the “Activities”), includes participation in a full-contact sport, requires good health and fitness and can be **HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT**. Participant and Parent or Guardian believe the Participant is qualified to participate in Activities, and if at any time the Participant, Parent or Guardian believe conditions to be unsafe, he/she will immediately discontinue further participation in the Activities  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_INITIAL HERE

2. Participation in Activities exposes Participant to **RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH**. Risks may arise out of contact and/or participation with other participants, spectators, equipment, field, facility and/or fixed objects; falls, collisions, rough play, and other mishaps; exposure to adverse weather conditions and/or high altitude; flaws and defects in equipment and facilities; irregular field conditions; and negligent field maintenance, negligent officiating, negligent coaching and negligent participation. Risks may be caused by the Participant’s own actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activities take place, and/or **THE NEGLIGENCE OF THE “RELEASEES.”** Some Risks cannot be predicted or

controlled. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

3. Assumption of the Risks. **I CONSENT TO PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of such participation. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

4. Waiver and Release of Liability. In consideration for the privilege of the Participant's participation in the Activities, each undersigned hereby **RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES** from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorneys fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, and indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law, including C.R.S. § 13-22-107, suffered by the Participant, Parent or Guardian or incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in Activities, as caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

5. Governing Law, Venue and Jurisdiction: The undersigned understands and agrees that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by New York state law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court of New York, or the federal courts located in New York state. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

6. Severability: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ INITIAL HERE

**THE UNDERSIGNED PARTICIPANT AND PARENT AND/OR GUARDIAN HEREBY CERTIFY THAT PARTICIPANT IS UNDER 18 YEARS OLD, THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.**

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Parent/Guardian Signature	Printed Name	Date
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**I AM A PARENT/GUARDIAN OF THE PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, AND, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE PARTICIPANT IN THE ACTIVITIES AND TO ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF THE PARTICIPANT.**

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Parent/Guardian Signature	Printed Name	Date
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Witness	Printed Name	Date
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**- MINOR (PARTICIPANTS UNDER 18) -  
USACA RULES ACKNOWLEDGEMENT**

1. The Minor will abide by all International Cricket Council, USACA, regional and local league rules and regulations, including the arbitration procedures therein, for any dispute regarding the Minor's eligibility or right to participate in, USACA sponsored and sanctioned activities, as they are amended on a periodic basis, which are available on the USACA web site ([www.usarca.org](http://www.usarca.org)).

2. I affirm that the Minor is not suspended or banned from play or participation by any club, local league, region, or national association, and I authorize USACA to verify the Minor's citizenship status with the appropriate governmental agencies

3. I am aware that USACA has the right to revoke the eligibility to play, coach or participate in any USACA activity, in the event of any violation of the aforementioned statement.

**I HAVE CAREFULLY READ THIS ACKNOWLEDGMENT AND BY SIGNING BELOW AGREE TO ALL OF ITS TERMS. I SIGN THIS DOCUMENT VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS TERMS AND**

**LEGAL SIGNIFICANCE. I AM A PARENT/GUARDIAN OF THE MINOR, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE MINOR, AND FURTHER ATTEST THAT, IF I AM THE SOLE PARENT/GUARDIAN SIGNING BELOW, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE MINOR IN THE ACTIVITIES AND TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR.  
PROVIDE NAME OF MINOR:**

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Parent/Guardian Signature

Printed Name

Date

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Parent/Guardian Signature

Printed Name

Date