

Summary of Insurance a Liability Waiver Terms and Policy

INSURANCE

Our insurance is provided under a program run by the League of American Bicyclists (LAB). NYCC has 3 policies: liability, medical payments and non-owned automobile:

- 1) Liability. This policy protects the club (New York Cycle Club, Inc.), its officers, directors, committee members, volunteers, members, and invited guests while participating in their first covered ride or time trial (collectively, “the insureds”).
 - a) The policy protects the insureds from liability arising out of bicycling related events conducted and supervised by the club, including:
 - i) Rides and time trials where no participation fee is charged; i.e. our regular rides and events like the newcomers ride. Scouting rides are considered club rides by our insurer. Ride leaders should either list their scouting club as club rides or send an e-mail to the VP-Rides advising him or her of the ride so we have a record of scouting “club rides.”
 - ii) Rides and time trials where a fee is charged are “special events” (e.g., ENY) and are covered if reported in advance and a special premium for events is paid. We do that every year to cover ENY.
 - iii) Mountain biking activities are covered so long as they do not constitute more than 1/3rd of our overall club activities, are limited to club members only and do not include “tricks or timing.” The following requirements are specific to mountain biking:
 - (1) Helmets are worn during mountain bike activities;
 - (2) Liability waivers are signed
 - (3) NYCC must represent that mountain biking does not represent more than 1/3rd of our activity and that we have no more than 52 mountain bike club rides per year.
 - (4) If any of these issues are important, contact the VP-Rides to get a ruling from the insurer.

- b) The most important part of our liability coverage is the insurer's "duty to defend." If there is any lawsuit brought against an "insured", the insurer must defend that suit so long as any claim in the complaint is within the scope of the action even if some claims are not covered.
 - c) The policy does not cover racing. This issue has been discussed with our Race Team and with our insurer. The Race Team's training rides are not considered racing, even if there is an informal sprint to the light or other informal acts. For insurance purposes a "race" is when there is a formal race like those run by CRCA. When our team participates in a CRCA or other sanctioned race, the ride is under the insurance umbrella provided by USA Cycling.
- 2) Medical payments coverage. This policy provides up to \$10,000 in payments for medical costs, subject to a \$500 deductible. It is "excess" to any other available coverage, e.g. one's personal medical coverage or state no-fault coverage if a motor vehicle is involved. The scope of coverage is the same as for the liability coverage; scouting rides are considered "club rides."
- a) Accident report forms: LAB has issued a package of report forms. They are available on our website. All leaders should carry a couple of them on their rides and fill them out as much as is feasible at the time and place of the accident. They should then be sent to the VP-Rides who checks them for completeness, confirms that the injured person was a member or first-time guest and that the injury occurred on a club ride. The form is then forwarded to the carrier, whose claims liaison person is put in direct contact with the injured person. That process minimizes invasion of the injured person's privacy.

LIABILITY WAIVERS

- b) Waivers are separate from our insurance coverage. Except for mountain biking activities, we have coverage under the liability policy whether or not a waiver has been signed. Nevertheless, LAB strongly recommends that waivers be signed and kept; if there is an accident, the relevant waiver form should be sent to the VP-Rides.
- c) Context here is important. There is a strong body of law in New York protecting participants and organizers of non-commercial recreational events from liability. Most cases end with dismissal on the legal ground that a participant in a recreational sport "assumes the risks inherent in the sport." Several of the New York appellate court decisions involve cycling events. Our own experience bears this out. Lawsuits are rare; in the entire history of the club, there has been only one involving us, and then only as a witness.

- d) Nevertheless, waivers are important. Their mere existence deters people from bringing a claim. Also, requiring a club rider to agree to a waiver might make the rider a little more conscious about safety – not the legal issue – but just having to think about it.

NOTES

3) Exclusions and Coverage under General Liability Policy:

a) P.75-79

i) Covered activities:

- (1) Meetings, Fundraisers, Public Awareness Campaigns, Trail Maintenance, “Safe routes to school” programs and *Recreational bicycle rides and time trials (can include a non-competitive walking component) where no participation fee is charged*, A time trial is an individual timing activity.

ii) Exclusions:

(1) Operations of Commercial Bike Shops

- (2) *Mountain Biking Activities*. Exclusion does not apply with respect to Mountain Biking Activities if the appropriate premium has been paid as listed in Endorsement #02 under “Mountain Biking Activities.” But see next endorsement with \$100 premium to include “mountain biking activities”

Comment from Rene Waterson, our account manager at American Specialty:

For the purposes of this policy "Mountain Biking Activities" means riding bicycles off-road, often over rough terrain and using mountain bikes. Activities are cross country and trail riding.

Your club has coverage for mountain biking, up to 52 rides per year. Helmets must be worn, waivers must be signed each time by all riders and mountain biking does not represent more than 1/3 of the club's overall club activities.

I don't feel the gravel biking would be considered mountain biking. It does not look like they use mountain bikes. If they go off-road, over rough terrain, then yes, I would consider it mountain biking.

(3) *Cycle Cross Activities*

(4) Commercially operated tours

- (5) Bike Rental Activities unless part of a fundraiser
- (6) “Racing”. Means an activity in which individuals are engaged in direct, speed competition with other riders. An activity that includes a timed element, such as a designated time for completion (e.g., randonneuring) or an individual being timed for personal best, does not, in itself constitute racing
- (7) Time trials involving competition or racing between individuals.