Retail and rental ski binding claims were a major source of litigation and claim activity prior to the creation of the ASTM Standards. The adoption of these standards and their incorporation in the technical manuals of the major binding manufacturers did much to reduce this activity.

Education and training are a key part of the indemnification programs offered by the binding manufacturers. These programs not only help shops and resorts defend themselves but it also allows the transfer of the defense if the manufacturer’s requirements have been met. Certification of your mechanic(s) is a key component of those programs.

In tough economic times, it is easy to justify reductions in training and educational expenses. However failure to maintain certification for your shop and your mechanics may invalidate the binding indemnification programs. Claims that may have been transferred to the binding manufacturer will have to be borne by the shop or its insurance carrier. These claims may well have a dramatic effect on the future cost of insurance for the shop or resort if the indemnification is jeopardized by not having your technicians certified.

A concern we’ve heard expressed over the years is “What if I train them and they leave and go elsewhere?” The only response can be “What if you don’t train them and they stay?”

The schedule and registration forms for the 2009 Workshop Series are available at www.vermontskisafety.com

It is also important to follow the Indemnification agreement terms in order to ensure the ability to transfer this risk.

A claim example follows below:

A snowboarder fell due to a binding breaking on the snowboard during normal use. There was no misuse or any action on the part of the user. When we investigated, it was found that the ski area was having major problems with this particular snowboard binding and had garbage cans full of broken bindings of this make and model.

The guest suffered a number of injuries—we tendered the claim to the binding manufacturer under the indemnification agreement. The tender was declined based on the agreement which excluded any indemnification for this particular make and model binding. The claim was settled in excess of the ski area’s self-insured retention.

Binding claims represent a risk that can be completely transferred to the binding manufacturer.... protect that advantage!

Quote of the day:

“Nothing is so fatiguing as the eternal hanging on of an uncompleted task.” William James