

EXHIBIT K



A Member of the Tokio Marine Group

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Philadelphia Consolidated Holding Corp.
Philadelphia Indemnity Insurance Company
Philadelphia Insurance Company
Maguire Insurance Agency, Inc.

December 8, 2021

Ms. Taliyah Brooks

taliyahbrooks95@gmail.com

Via email only

RE	Insured:	United States of America Track and Field (USATF)
	Claimant:	Taliyah Brooks
	Date of Loss:	June 27, 2021
	Company Claim Number:	1449234

Dear Ms. Brooks,

This correspondence follows our investigation of your incident which occurred on June 2, 2021 at the United States of America Track and Field (USATF) Olympic Trials held at Hayward Field on the University of Oregon campus, 1580 E. 15th St., Eugene, Oregon. Philadelphia Indemnity Insurance Company provides the liability insurance for United States of America Track and Field (USATF).

Extensive consideration has been given to the claim that you are presenting arising from the incident on June 27, 2021 where you collapsed during warmups for the javelin event in the heptathlon competition. As a result, you are claiming damages for not being able to complete the competition.

Our investigation indicates that USATF was aware of extreme heat conditions on the weekend of the competition finals and took necessary precaution. Meet management was actively monitoring the wetbulb global temperature. The wetbulb global temperature is a measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, sun angle, and cloud cover (solar radiation). In addition, all athletes were provided ice towels, ice chests, fans, and extra fluids in the tents, as well as flexibility to retreat to the shade when needed. Physician Ben Jackson and athletic trainer Sean Gately were following the heptathletes throughout the events that day and attended to you prior to and during the incident.

We call your attention to the USATF Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement that you signed as part of your registration for the event. Section 2. of this Agreement reads as follows:

2. I understand and acknowledge that participation in track & field, road racing, race walking, cross-country, mountain, ultra, and trail running Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sports of track & field and related activities, including without limitation, the potentially serious bodily injury, sickness and disease (including communicable disease), permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or man-made objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers (as defined in Section 4 below); and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions or the actions or inactions of others participating in or organizing the Event, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties (as defined in Section 4 below).

Section 4 of this agreement reads as follows:

4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties, as relevant and applicable in each instance: USATF, its members, clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the event directors, the host organization and the facility, venue and property owners or operators upon which the Event takes place; and any other organizers, promoters, sponsors, advertisers, coaches and officials for this Event; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") which may arise out of, resulting from, or relate in any way to my participation in the Event, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as result of such claim, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties, as relevant and applicable in each instance.

We found that this incident did not occur due to any negligence on the part of insured United States of America Track and Field (USATF). In other words, the insured did not fail to do something they should have done, nor did they do something they should not have done. The conditions were the same for all of the athletes who, with your one exception, were able to complete the competition. Based on the above, we must respectfully deny your liability claim.

Please note that the Statute of Limitations in the State of Oregon requiring you to either settle your claim or file a lawsuit for a bodily injury liability claim is two years from the date of the accident. This means that you have until June 27, 2023 (date of loss plus 2 years) to either settle your claim or pursue other legal action. Otherwise, you will be barred from making any further claim or recovery in regard to this incident.

Should you have any additional information that you would like us to consider, please provide it for our review. Absent any other new information, we will not be able to further assist you with this matter.

You may contact us if you have any questions. Thank you for your consideration.

Sincerely,



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