

**Sports and Recreation
Providers Association Risk
Management, Inc.**

*A guide for reducing risk in the sports,
recreation, and leisure industry.*

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PREFACE

“There are risks and costs to a program of action. But they are far less than the long-range risks and costs of comfortable inaction.”

~ John F. Kennedy

Participation in the sports, recreation and leisure industry can be one of empowerment, positive socialization and passion. To provide others with the opportunity to participate in sports, recreation and leisure is not only admirable but also holds an element of risk. The mere nature of recreational activities involves physical activity, personal risk-taking and competition, for those are the things that bring us enjoyment and personal satisfaction. Along with these types of activities comes the chance of injury or personal loss. It is the responsibility of the organizers to prepare for those risks and the chance that an injury may occur. Although we may take all possible precautions, accidents do happen and we must be prepared to deal with them.

The following is a risk management guide to help you and your organization prepare for risks and take the necessary precautions. It is important to understand that this guide does not eliminate risk, but only reduces an organization or event sponsor's exposure. This is simply a guide to help your individual and unique organization determine what is right for your association and steer you in the right direction to prepare your own risk management process.

INTRODUCTION

Sports and recreation is an institution of American culture. From rural farms to the playing fields of organized competitive sports, athletes from all different backgrounds visit gyms, fields, arenas and other facilities to participate in sport every day. Administrators and coaches everywhere agree on the positive socialization and physical fitness skills learned through participation in sport. Successful participation in sports leaves a child with leadership and teamwork skills, self-motivation and a lifelong interest in fitness. However, with these positive experiences comes a range of risks.

Today's society tends to sue first and ask questions later. It is no longer enough to be in the right. You have to be *perceived* to be doing everything in your power to prevent any kind of personal or property liability or financial loss when people participate in your organized activity. Whether it involved attending a dance or party run by your organization, playing on a playground or hosting athletic events, you need to be aware of the risk management policies and procedures that should be used to help prevent loss and/or liability.

Risk management is a priority because:

- a) it is the right, ethical thing to do to protect your participants
- b) it is the smart thing to do to protect yourself and your organization.

Risk management has always been a key issue for the sports and recreation industry to address. Demonstrating good risk management practices will assist in reducing the level of sports and recreation industry-related injuries and the number of negligence claims. It is extremely important that everyone involved in the execution of a risk management plan has a basic understanding of the law and how it applies to negligence in the sports and recreation field.

Risk Management is:

- (1) The art and science of identifying, analyzing and responding to risk factors throughout the life of a project and in the best interests of its objectives.
- (2) The act of being proactive in preventing emergency situations instead of being reactive to dangerous situations.
- (3) The formal process whereby risk factors are systematically identified, assessed and provided for.

Risk management is everyone's responsibility, it is an investment in the future success of your organization or association and necessary for today and the future.

WHAT IS RISK MANAGEMENT?

Risk management is a method for identifying risks, for developing and implementing programs to first, prevent an accident, loss, or injury and second, to protect the organization. A good risk management program is comprised of four stages:

Assess; identify known risks and anticipate potential risks. Evaluate the situation from all angles. Measure the impact that a given risk will have on the well being of an individual.

Plan; choose how you will control the risk.
Learn more about risk control later in this guide.

Act; implement your plan and see it through.

Monitor; did your plan work? Re-Evaluate your plan's effectiveness, determine how you can improve it for next time.

Risk control measures involve either preventing losses from happening or reducing the adverse effects of risk. There are essentially three classifications of risk control:

- (1) Avoidance; the simplest method of controlling risk. Basically, if there is a risk of loss involved in an activity, don't do that activity. Obviously, using this method of risk control exclusively would severely limit your organization's operations. Therefore, it is not practical in many instances. It is, however, important to utilize this technique in those circumstances where the alternative presents too many unnecessary and high risks.
- (2) Reduction; involves practicing either loss prevention or implementing measure to reduce the chance or degree of loss. For example, having strict controls on the number of people who are permitted to attend a dance, limiting the amount of alcohol each person can consume and so on. The success of this type of process depends upon the willingness of the club or person to take on this "policing" role and the willingness of the patrons to accept the types of controls being implemented.
- (3) Transfer; refers to contractually transferring legal and financial responsibility for a loss to another party. This transfer is generally accomplished through the use of *hold harmless* and *indemnification* clauses or through the use of *waivers*, *releases* or *disclaimers*. Again, the success of this type of control depends upon the willingness of the parties on either side to submit to the process.

Risk *financing* involves finding ways to deal with paying for those losses that inevitably do occur. There are really only two classifications of risk financing techniques:

- (1) Retention; involves all means of generating fund internally to pay for losses (for example, creating a “contingency fund” within a project budget to allow for unforeseen risks).
- (2) Transfer; should not be confused with risk control transfer discussed above and involves all means of generating the funds from an outside organization to pay for losses. The most common example of a risk financing transfer is the purchase of insurance.

Regardless of the risk management techniques chosen at any one time, you should be aware that risk management is an ongoing and evolving process. Thus, your risk management program should be monitored and improved to adapt to changes as they occur. As you plan different events and activities, planning ahead and putting your plans into practice will protect you and your participants, even as new risks arise. Thorough preparation and documentation of your plan is the best defense against negligence.

In Part I of this section, negligence and liability issues in sports and recreation will be explained. The primary purpose of this section is to clearly show the circumstances under which the coach or administrator could be held responsible.

PART I – NEGLIGENCE

“Every great mistake has a halfway moment, a split second when it can be recalled and perhaps remedied.” ~Pearl Buck

WHAT IS NEGLIGENCE?

Negligence is unintentional harm to others as a result of an unsatisfactory degree of care. It occurs when a person **NEGLECTS** to do something that a reasonably prudent person would do. It also occurs when a person does something that a reasonably prudent person would **NOT** do. In other words, negligence is the failure to exercise reasonable care. Risk management is the action taken to prevent negligence and to prepare for the possibility of a negligent occurrence.

In a negligence lawsuit, the person who is injured (the Plaintiff) files a legal suit claiming the person being sued (the Defendant) acted negligently. The Courts must consider the following issues:

1. Has there been negligence?
2. Was the defendant negligent?
3. Who is liable for that negligence?
4. Can the defendant escape that liability?
5. What damages does the defendant have to pay the plaintiff?

HAS THERE BEEN NEGLIGENCE?

All four of the following must be demonstrated for a legal claim of negligence to be successful:

1. The defendant owed the plaintiff a duty of care.
2. The defendant breached a reasonable standard of care affecting the plaintiff.
3. The plaintiff suffered actual harm on which a value can be placed.
4. The defendant's carelessness was the direct cause of harm to the plaintiff.

Duty of Care applies only to people for whom harm can be reasonably foreseen. The key here is reasonability. Did the defendant foresee the incident that caused harm? This is often the clearest point of the above.

Standard of Care is a much more complicated issue. The courts are required to decide two things:

1. Establish a minimum standard of care. (The court decides how careful the defendant should have been)
2. Determine if the defendant breached that standard.

This issue decides most negligence cases. The general factors on which the court bases its decision are:

The specific facts of the case.

The "reasonable human being" test. What would the average person do in the same situation? Did the defendant do something that put the plaintiff into harm's way?

What are the universally accepted practices in this same situation?

Actual Harm is the assessed value of your loss. Damages can be calculated from the following:

- Damage to or loss of property
- Present medical expenses
- Future medical expenses
- Past medical expenses
- Present loss of income
- Future loss of income
- Past loss of income
- Pain and Suffering
- Mental Health/Rehabilitation expenses
- Extended Care

IS THE DEFENDANT LIABLE FOR NEGLIGENCE?

After defining negligence, the courts must next decide who is liable for the negligence. In other words, finding who will actually take responsibility for the negligence.

In the sports and recreation field, there are four possibilities where liability for negligence can be assigned.

1. Personal Liability

If the defendant is the person whose negligent behavior caused the injury, Personal Liability can be assigned.

2. Vicarious Liability

If the defendant is an employee acting within the scope of his or her duties, Vicarious Liability can be assigned. In this situation, the employee should be covered by the employer's insurance and should not be held personally liable. If the employee is found negligent, then the employer or organization will be held vicariously liable for the employee's negligence.

3. Product Liability

If the plaintiff was injured through defective equipment, Product Liability can be assigned. Participants in sports and recreation expect to be provided with safe equipment. Those who manufacture, distribute or loan equipment are expected to do everything within reason to make sure the product is safe. The best way to ensure product safety is:

- Buy safety approved products
- Have manufacturer install products
- Implement inspection programs
- Implement maintenance programs
- Use the product according to instructions
- Do not modify product

4. Occupiers/Premises Liability

If the owner of the facility is aware of hazards or dangerous parts of the facility, Occupiers or Premises Liability could be assigned. It is the responsibility of the facility owner to take reasonable precautions to protect those he or she leases to. Leasing or renting space to outside groups is common with sports and recreation. The owner or occupier must protect against any foreseeable harm to avoid liability.

However, Recreation Land Use Statutes may protect the owner or occupier. What are Recreation Land Use Statutes?

- a. Most states have enacted legislation, which excuses landowners (governmental or private) from a duty to warn or protect recreational users from dangerous conditions on their property.
- b. Generally this immunity is lost if the landowner charges a fee or if the danger can be construed as constituting willful and wanton negligence (gross and outrageous disregard for the welfare of others).

This means that a landowner cannot be held responsible for an accident on his property if the conditions that lead to the accident were not foreseeable. This is not applicable if the landowner charged a fee for use of his property.

DEFENSES AGAINST NEGLIGENCE

Clearly, the best way to escape liability is not to be negligent. After an incident, the courts decide if there are any circumstances under which the defendant can escape being held liable. Defenses against negligence are:

1. Contributory Negligence.

This means that the plaintiff contributed to the negligent act, which resulted in loss. This does not mean that the defendant is free from negligence; the defendant may still be more negligent than the plaintiff. The theory here is that the plaintiff should be punished for failing to protect his/her own safety. The theory behind contributory negligence defense is that were it not for the negligent acts of the plaintiff, no harm would have occurred. The action of the defendant may or may not be critical to the case. The court will determine who contributed most to the negligence, therefore, who is most responsible for the loss.

What are exceptions to the contributory negligence defense?

- a. Contributory negligence must be proved and specifically pleaded by the defendant.
- b. Some jurisdictions leave the contributory negligence question to the jury.
- c. Most states require that the plaintiff's negligence meet the "but for" test or the "substantial factor test".
- d. When the plaintiff could not foresee the harm that occurs.
- e. Last clear chance doctrine: Here if the defendant has an opportunity to avert harm to the plaintiff, but fails to do so, then regardless of the plaintiff's negligence, the defendant is liable.

When is contributory negligence not a defense?

- a. When the tort is intentional, willful, wanton, or reckless (unless the Plaintiff's contributory negligence was also willful, wanton, or reckless).
- b. Generally, in negligence *per se* when the Plaintiff is a member of the class of individuals the statute was designed to protect.
- c. Generally in strict liability cases.

2. Comparative Negligence.

In contributory negligence- the outcome is all or nothing, even if the defendant is more negligent than the Plaintiff. Consequently, a more equitable alternative was created. Comparative negligence allows for proportionate liability based on the

extent to which each party contributed to the harm. There are different types of comparative negligence:

- a. Pure comparative negligence: Under this system a Plaintiff recovers to whatever the extent it can be shown that the Defendant was negligent (Defendant's negligence minus Plaintiff's negligence).
- b. 50% approaches:
 - (1) Not as great as 50%
 - (2) Not greater than 50%

In cases where the blame is balanced at 50-50, in states where the rule is stated as "not greater than" the plaintiff can still collect damages if his/her share of the blame is the same as the defendants. If the rule uses the phrase "not greater than 50%" then the plaintiff's share of the blame cannot exceed 49% in order to collect damages.

3. Assumption of Risk

Assumption of risk is a defense based on the theory that a Plaintiff's assumption of risk of harm excuses the conduct of the defendant. This is a defense that can often apply to recreation and leisure situations. There are two types of assumption of risk:

- a. Express: Here the Plaintiff agrees with the Defendant, in advance of any harm, to not hold the Defendant liable should any harm befall the Plaintiff. However, there are several factors limiting the enforceability of this doctrine. One can document express assumption of risk in two forms:

- (1) Waiver forms. A waiver is the intentional or voluntary relinquishment of a known right. Waiver forms provide some protection as many have stood up in a court of law. Although a waiver form does not waive negligence, it does waive the right of the plaintiff to sue if negligence occurs.
- (2) Informed Consent Agreements. The use of an Informed Consent Agreement is becoming common in athletics and recreation. Informed Consent is "an agreement to allow something to happen that is based on full disclosure of facts needed to make the decision intelligently, with the knowledge of risks involved and alternatives. An Informed Consent Form does not have the same legal clout as a waiver form. However, those organizations that do not want to utilize waiver forms should require an Informed Consent Form as a way of informing participants of the risks involved.

Factors that limit the enforceability of the express assumption of risk doctrine:

- 1. Unusual bargaining power: If the Defendant is in a position (unique service provider) and uses that position as a means

of inducing the Plaintiff to agree to waive liability, the courts will generally find such an agreement unenforceable.

2. Public service: If the Defendant is a common carrier, public utility, or some other regulated industry, the courts are not usually inclined to enforce an assumption of risk agreement.
3. Fine print: The Plaintiff must know of the risk. If a waiver clause is hidden in fine print, the courts will generally find it unenforceable.
4. Intentionally or willfully negligent conduct: A waiver of liability cannot defend against intentional or willful negligence.
5. Health care discounts: Generally courts refuse waivers induced by promises of lower fees. This is particularly true when a patient signs a waiver promising not to file a malpractice suit in exchange for bargain basement medical fees.

b. Implied: Here liability is inferred from the conduct of the Plaintiff in respect to the circumstances. Implied assumption of risk requires two elements be present:

- (1) The Plaintiff must have known the existence of a particular danger. It is not enough that he should have known.
- (2) The Plaintiff entered into the dangerous conduct voluntarily. Even if the Plaintiff protests about entering the activity, but still does so, he will be held to have assumed risk. (This, in spite of his protests to the contrary.)

Three criteria must be met to establish implied assumption of risk:

- (1) Manifest consent to risk
- (2) Voluntary acceptance
- (3) Full-knowledge and appreciation of risks and dangers

WHAT TO DO IN THE EVENT OF A POSSIBLE LAWSUIT

Certain steps should be taken in the event of a possible lawsuit. First, you need to contact your superiors, inform them of what has happened, and discuss with them the steps that will be taken. Document the details of the incident, documentation may prove to be important information for your defense down the road. Lastly, if necessary, you need to deal with the media. Decide how you want to handle the publicity of the incident, and handle the media accordingly.

Contact Your Superiors

You should immediately contact your organization's senior officials, who will then advise the insurers. By virtue of the terms of liability insurance policies, the insurer is entitled to conduct the defense of any lawsuit instigated against its insured. The insurer will also retain lawyers on behalf of the organization and its employees. Depending upon the factual circumstances surrounding the incident, the organization's insurance will or will not apply. Coaches and administrators should always request confirmation as to whether or not the insurers will be protecting their interests.

In the event that the organization's insurance coverage will not be provided, you will have to retain an attorney of your own.

Documenting the Details

It is VERY IMPORTANT to document all details of the incident. These notes should include the safeguards taken to avoid the accident, details of how the accident occurred, information on all witnesses, and the treatment and emergency procedures taken after the incident. Any logbooks kept on a regular basis will also be important. The more information you collect, the more you will help your attorneys. A sample of an incident report form can be found in the Appendix.

Dealing With the Media

The media are a difficult group to deal with. Plan ahead what you will say to reporters, and what information you want to express at that given time. If you are unsure how to handle the media, it is best to wait until you can speak with your attorney to decide what information will be presented at what time. Remember, once you make a statement to the media, you cannot take it back, or revise your wording. If you are not prepared to make an oral statement to the media, you may choose to issue a press release. This gives you the luxury of stating exactly what you want to state with the correct wording, while keeping the media informed.

SPORTS INJURY STATISTICS

In the United States, about 30 million children and teens participate in some form of organized sports and recreational activities. These participants experience more than 3.5 million injuries each year. Almost one-third of all injuries incurred in childhood are sport-related injuries. By far, the most common injuries are sprains and strains.

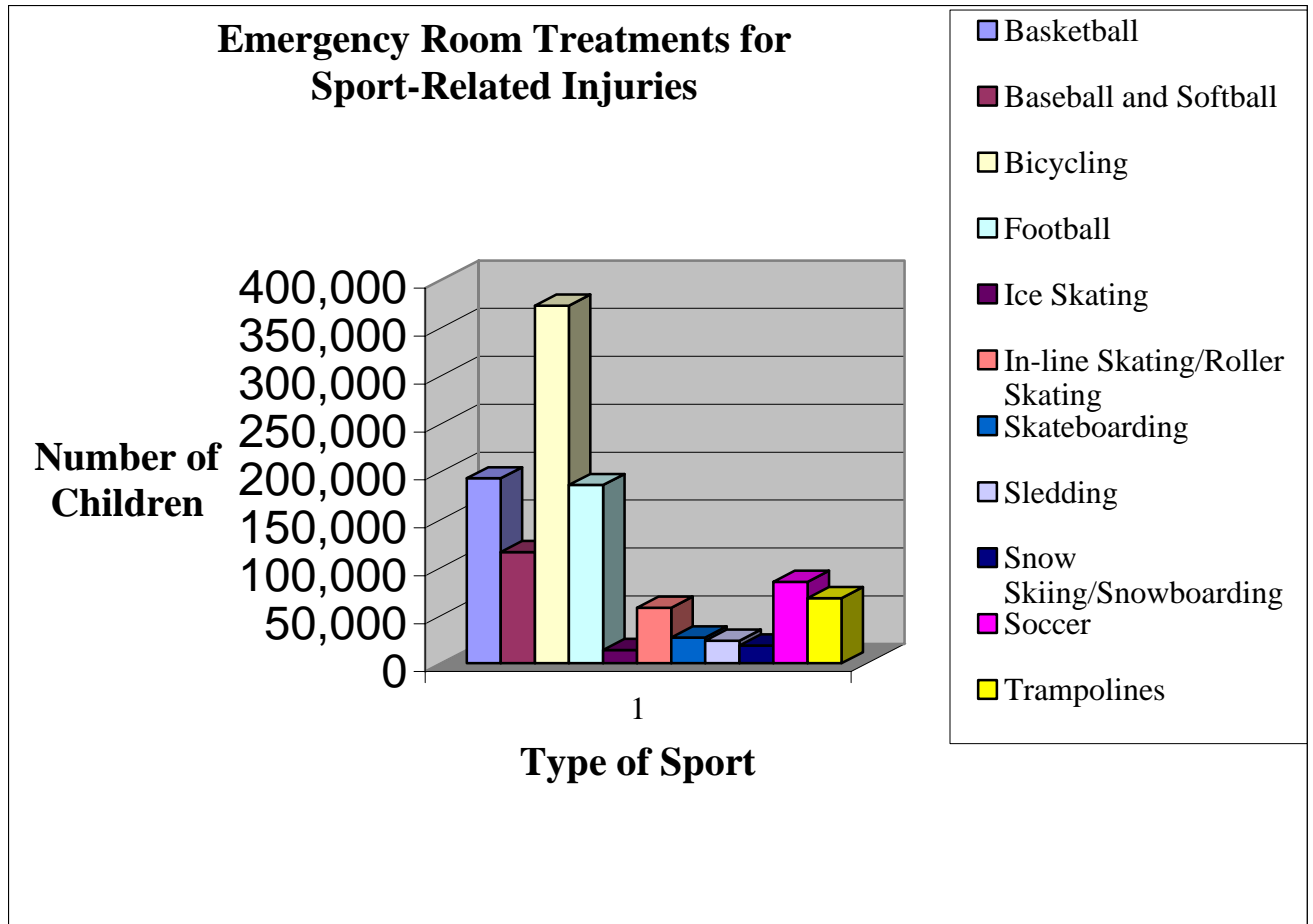
Clearly, some sports present more risk for injury than others. For example, contact sports such as football can be expected to result in a higher number of injuries than a non-contact sport like swimming. However, all types of sports have a potential for injury, whether from the trauma of contact with another player, or from overuse or misuse of a body part.

Many times adult sport-related injuries can be foreseen, but many times these precursors are overlooked. One of the most common injury sites, the knee, can be prevented through proper physical training. As all joints and body mechanisms are connected through the kinetic chain, one can deduce that a back injury, left untreated, will eventually affect the hip joint, and sooner or later cause knee pain. Injury prevention can save a participant valuable playing time, frustration, and of course, money. Unfortunately, many do not understand the need for injury prevention, which will inevitably lead to injuries on the playing field.

The following statistics are the latest available from the National SAFE KIDS campaign and the American Academy of Pediatrics (AAP):

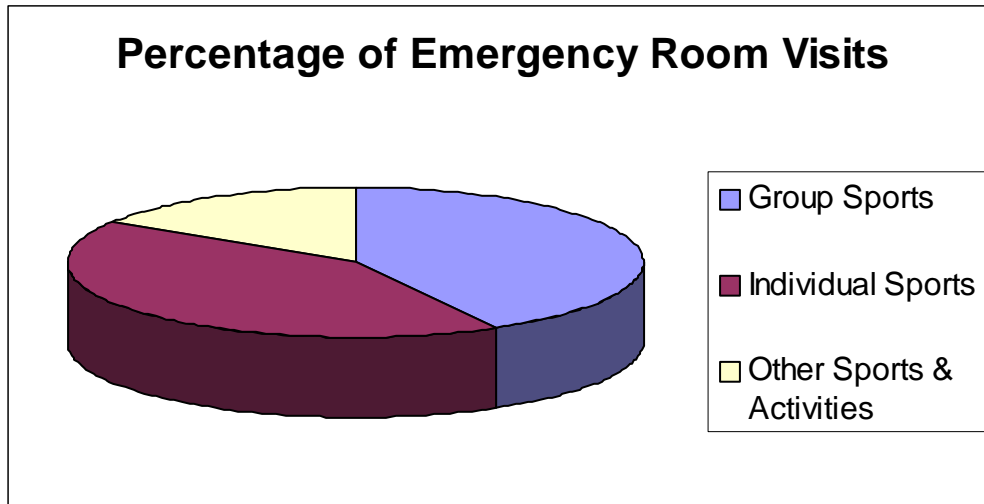
- More than 3.5 million children ages 14 and under get hurt annually playing sports or participating in recreational activities.
- Although death from a sports injury is rare, the leading cause of death from a sports-related injury is a brain injury.
- Sports and recreational activities contribute to approximately 21 percent of all traumatic brain injuries among American children.
- Almost 50% of head injuries sustained in sports or recreational activities occur during bicycling, skateboarding, or skating incidents.
- More than 775,000 children, ages 14 and under, are treated in hospital emergency rooms for sports-related injuries each year. Most of the injuries occurred as a result of falls, being struck by an object, collisions, and overexertion during unorganized or formal sports activities.
- The highest rates of injury occur in sports that involve contact and collisions.
- More severe injuries occur during individual sports and recreational activities.
- 62% of organized sport-related injuries occur during practice.

Consider the most recent statistics from the National Youth Sports Safety Foundation. The following graph represents the number of children (in thousands) who were treated in hospital emergency rooms for sport-related injuries, and the respective sport. Note that among these sports, the sports that are typically most dangerous, like football, pale in comparison to the number of injuries that bicycling caused. This simply verifies that any sport or recreational activity presents risk and opportunity for injury, not just organized contact sports.



Nearly 116,000 children ages 5 to 14 were treated in hospital emergency rooms for baseball-related injuries. Baseball also has the highest fatality rate among sports for children ages 5 to 14, with three to four children dying from baseball injuries each year.

The following are average annual injury visits to emergency room departments by persons between the ages of 5 and 24 years of age.



'Group Sports' is comprised of activities like basketball, football, baseball and softball, and soccer. While 'Individual Sports' is comprised of activities like cycling, ice and roller-skating, gymnastics and cheerleading, playground activities, snow sports, and water sports. Basketball represents 17.1% of group sports-related emergency room visits alone, while cycling represents 16.1% of visits for individual sports.

It is important to recognize that accidents and injuries can happen. The most important thing you can do, as the event or activity organizer, is to prepare you and your organization to control these inherent risks as effectively as you can.

These statistics truly emphasize the importance of a thorough and functional risk management plan.

PART II - BUILDING A RISK MANAGEMENT PLAN

“Take calculated risks. That is quite different from being rash.”
~ George S. Patton

EMERGENCY ACTION PLAN

Developing procedures and policies aimed at reducing or eliminating the risk of injury in a sport and recreation environment, represents only one piece of the risk management puzzle. No matter how much time you spend planning and producing policies; action is the key to responding to an emergency. Duty of care also extends to an organization and/or individual’s response to an accident; therefore, your Emergency Action Plan is a crucial element of any risk management.

An Emergency Action Plan is a plan developed to deal with an emergency in a calm, efficient, and organized manner.

Emergency Action Plans deal with a variety of incidents, for example:

1. Tornados
2. Fires
3. Sports injuries
4. Missing persons
5. Chemical leaks
6. Bomb threats

A well-organized Emergency Action Plan (EAP) will outline individual responsibilities in the case of an emergency. This plan should be shared and discussed with all staff involved. Comprehensive training is a vital part of producing a practical and workable EAP and is highly recommended. There are many possible emergency scenarios that can occur, the best way to be prepared for the unexpected is to practice. Possibilities can range from fire, missing persons, bomb threats, athletic injuries, or any other situation which requires action be taken by designated persons. Leaders and administrators must be prepared to deal with all forms of emergencies or face the consequences.

Different emergencies require different responses. A fire or bomb threat requires evacuation, whereas a medical emergency requires handling ill or injured people. Establishing a prearranged plan to provide patrons with professional assistance is just as important as the immediate care they receive before the first responders arrive. In many cases, any form of action in the first few minutes can be a determining factor in the outcome of an accident.

For example, a participant collapses, has no pulse, and is not breathing. The most important thing to do is administer CPR right away. Many times people are afraid to act because they fear they will not complete CPR “by the book” and be deemed responsible for the person’s injuries. In reality, any actions you take are helpful. The absence of action is worse than less-than-perfect emergency acts.

Good Samaritan laws protect volunteers in the event of an emergency. Good Samaritan statutes are law enacted by various states that protect healthcare providers and other rescuers from being sued when they are giving emergency help to a victim provided the person uses reasonable, prudent guidelines for care using the resources they have available at the time of the accident. Most states have enacted some form of Good Samaritan or volunteer protection law, prohibiting a victim from suing a physician or other health care professional for an act. To trigger the protection of such an act, several conditions must be satisfied:

- (1) it must be a volunteer act;
- (2) the person receiving the help must not object to being helped;
- (3) and the actions of the rescuer must be a good-faith effort to help.

For example, when a lifeguard is at work, she is expected to know and perform emergency acts like CPR. If she does not perform properly, she is not fulfilling the responsibilities and duties of her profession. However, if this lifeguard is at the mall and a passerby collapses and she takes action, she cannot be sued if her actions are not perfect, as she is not being paid to perform these acts.

It is very important that your EAP is clear-cut, and simple to follow. The following are fundamental steps you will need to take in order to develop an efficient and organized EAP that can be followed in all types of emergencies.

ASSEMBLING A TEAM & ASSIGNING RESPONSIBILITY

The first task is to collect a group of people who will take action, and assume the responsibility of putting together your EAP. This may be a special committee of four to five key people on your staff. Declare this your Emergency Response Committee. It is important to consider the types of emergencies that you are likely to run into and the specific experience and expertise of your committee members. It could also be beneficial to involve outsiders in the process of developing your EAP. Fire Inspectors and Maintenance personnel can often offer information you may have otherwise forgotten. Key elements to consider while designing your EAP:

Training

Are staff members trained in CPR, First Aid, AED, and emergency policies?

Will practice drills be carried out on emergency procedures?

Do the individuals possess the knowledge, training, and skills, as well as the personal qualities to carry out their assigned tasks? If not, can they acquire these skills through specialized training?

Do you have enough trained people at a given time to handle a variety of potential emergencies? (Example: small after-hours staffs are a major issue that needs to be carefully considered by the planning committee.)

Do you have any staff members who are certified to instruct other staff on proper First Aid, CPR, AED, or emergency care? If not, can you find an outside organization to train your staff in these areas?

In the case of an emergency there are 3 key people involved in making the EAP work:

Command person: a person who takes control and responsibility of the incident, who has specific training to handle all necessary phases of the EAP.

Assistant Command person: a person who is of assistance to the command person, meets emergency crews, makes telephone calls, and assists with anything else that needs to be done.

Crowd control officer: keeps people at a safe distance from the incident to allow emergency crews or command people to carry out their roles.

(Note: the persons carrying out these roles will depend on the type of incident and or time of day).

The follow up tasks that are to be followed and implemented by the planning team are:

Report forms: What information will be needed for the incident report forms, who will be responsible for filling them out, where will they be stored, and who is responsible for retrieving and re-stocking them?

Overview: How was the EAP carried out? Did all personnel perform their given tasks competently? How might the EAP be changed to make it more efficient? What lessons have been learned from the experience that can help in future incidents?

Once you have completed these steps, you will be on your way to completing your Emergency Action Plan. Your EAP will need further review and refinement before you are ready to apply it, but any improvement or development is progress. Practice drills and training for the entire staff are essential as you move towards implementing your plan.

It is important that the planning committee and all involved realize that an Emergency Action Plan is never finished, as there are so many factors that need to be taken into consideration. With different environments, new staff, or new activities, your EAP should continue to evolve. It is important that the planning committee reviews procedures continually to keep up with current changes.

INSTRUCTION AND SUPERVISION

Instruction and supervision of participants are activities that require direction, supervision, regulation, and a special amount of skill, authority, and knowledge. It is commonly insufficient or improper instruction or supervision that results in supervisory negligence (the most common type of negligence) presented to the courts in the area of recreation and sports. The policies written in regards to instruction and supervision must be very clear and understandable. In addition, the training of the people in these positions is vital.

There are a few key points to look at when considering how the laws of negligence apply to individuals involved in the supervision or instruction of recreational sports:

1. Negligence is defined as lack of action or performing an action that a reasonable and prudent person would not take.
2. The average person is assumed to have the average memory, perception, and knowledge that is common in the community.
3. The reasonable person in a profession is assumed to have the average intelligence, knowledge, and skill that are possessed by members of that trade or profession with similar training.
4. Coaches, supervisors, and instructors, who acquire some type of certification, show awareness of basic skills and knowledge, as well as safety measures and precautions.

There will always be a difference in standard of care from one person to another. The bottom line is that an absolute minimum standard of care must be upheld.

REDUCING LIABILITY THROUGH INSTRUCTION AND SUPERVISION GUIDELINES

1. Ongoing observation and evaluation of supervisors.
2. Instructional guidelines.
3. Supervision guidelines.
4. Employment guidelines.
5. Employment process.
6. Training programs.
7. Matching of participants.

Supervision of supervisors & instructors:

Supervisors and instructors also require active supervision to ensure that they are carrying out their duties in a responsible manner, and are providing a reasonable standard of care. A simple supervisory checklist is an effective tool to evaluate activity instructors and also provides a solid base to assure that all safety concerns are being met.

A sample supervisory checklist appears in the Appendix.

Instructional Guidelines:

- a. It is essential that instructors teach activities in a step-by-step manner, documenting their process through lesson plans.
- b. Instructors must meet a baseline of education, certification, or experience common for all eligible instructors.
- c. All instructors should be prepared to deal with disobedient participants, and have behavior-modification strategies in place.
- d. Each instructor must follow proper progression when introducing new skills or techniques.
- e. Instructors should be certain that appropriate safety or First Aid kits are available during practices, games, or other events and activities.
- f. When applicable, instructors should be aware of physical demands placed on participants and allow participant's accessibility to water, or other necessary resources.

Supervision Guidelines:

In most cases it will be impossible to supervise everyone involved in an activity or event all the time. Nevertheless, the supervisor or instructor must provide a reasonable standard of care. To begin, the organizer must decide whether basic or specialized supervision is required. (Example: school field trip (Basic) or Scuba Diving (Specialized).

Basic supervision is required when the risks are minimal.

Specialized supervision is required when the risks are high and require a supervisor who is trained in the relevant field.

The next step in this process is to determine supervisor to instructor ratios for given events or activities. In some cases regulatory bodies or national organizations may have already determined the ratio. (Example: Lifeguard to swimmer ratios.) If the ratio has not been pre-determined, the organizer must make a reasonable decision. Here are some key points that must be taken into account:

1. What is the nature of the activity?
2. What are the risks involved?
3. What are the condition, age, and experience of participants?
4. What are possible outcomes of improper supervision?

METHODS TO REDUCE ABUSE AND MOLESTIONS CLAIMS

Unfortunately, organizations and activities that involve adult interaction with children present a special concern. There are several ways to help reduce the risk of sexual abuse and molestation claims. There are many resources available to help educate parents on prevention techniques, and for organizations to verify a potential employee's background.

First and foremost, when an activity involves the instruction, supervision, or interaction of an adult to children, the organization, event or activity sponsor should be sure that he or she is not hiring a convicted sex offender. The predominant resource available is the National Sex Offender Registry. Each individual state has a registry of all known sex offenders, as each offender is required to register in his or her state. This can help directors and sponsors become sure that the adults they employ to supervise or instruct youth activities and sports are not known sex offenders.

There are other steps that parents and organizations can take to prevent these types of claims. Some helpful methods are:

- The "buddy system"
- No unnecessary overnights
- Parent drop-off and pick-up of children and youth participants

The buddy system requires adults to share in the accountability of each other. No one adult should be alone in the supervisory role. One adult should never be alone, in a closed-off area, with less than three children at a given time, especially overnight. Adults should always supervise or coach in teams of two or more. By utilizing the buddy system, sports and recreation organizations significantly decrease their exposure to an abuse or molestation allegation.

If a child is being abused, he or she may exhibit one or more signs of distress. When noticed, another child or adult can then help stop the abuse and get the child the help he or she needs. Some signs of possible abuse include, but are not limited to:

- Fear, sometimes irrational
- Attachment to trusted adults
- Quitting an activity he or she used to enjoy
- Excuses for not attending different activities

It is important to discuss this topic with organization officials, leaders, directors, instructors, and parents. As long as all involved are looking out for the welfare of the children and youth participants, the risk of an abuse or molestation claim can be reduced.

REDUCING LIABILITY THROUGH EMPLOYMENT GUIDELINES

It is imperative that all staff members know their jobs and respective responsibilities. This is generally handled through job descriptions, and applies to paid full-time employees, paid part-time employees, and volunteers. A job description must clearly detail all expectations, duties, and all risk management responsibilities.

Employment Process:

The hiring process is one of the most vital processes that a sports and recreation manager or director will have to perform. It is very important for activity supervisors to be properly qualified with the correct experience and training to carry out these jobs.

Training Programs:

Some situations may result in employees being hired for basic supervisory roles, which include tasks that do not require specialized training or knowledge. In addition, existing staff may be asked to become involved in additional supervisory roles outside their existing job description. In both cases it is imperative that risk management be included and constantly revised in the training process.

With all supervisory staff it is recommended that First Aid, CPR, and AED training becomes second nature, and is practiced and revised on a regular basis through a certified training organization. The risk management team should also look for key staff members who need this training and involve them in it.

Staff members also need to be drilled on their duties and responsibilities during an evacuation, and also should have a strong knowledge of the process put in place to deal with a medical emergency. (Most importantly the roles of the Command person, Assistant Command Person and the Crowd Control officer.) As part of the training program you should spend time going over the process of completing your accident report sheets to make sure that evacuations occur in the correct and timely fashion as per your Emergency Action Plan and procedures.

Matching Participants:

Matching participants is a very important factor when matching people of different age groups, skill levels, or abilities. It is extremely important when participants are young people involved in contact sports. For example, during a football camp for children between the ages of 10-15 years of age, instructors must make sure that participants are matched based on weight, height, age, and skill level.

ATHLETIC TRAINERS

The use of on-site athletic trainers at sporting events is an effective, proactive step in your risk management plan. Athletic trainers are experienced in dealing with emergency situations, as well as basic First Aid actions. Although, be sure who is covered by whom in terms of insurance.

If, for example, a school has an on-staff athletic trainer who is present and acting at all sporting events and activities, this athletic trainer is considered part of the organization and therefore covered under the policy. To be clear, the athletic trainer is personally covered in the event of a personal loss or injury his/her person. His/her services rendered are not covered by the policy.

In the event that your organization does not have an on-staff athletic trainer and chooses to hire a trainer, this trainer is not covered under the policy for personal injury or loss, or services rendered.

Athletic trainers can be beneficial to have on site, as they cannot only act in an emergency situation but are comfortable dealing with distressed participants. Be sure that your Athletic Trainer is certified, and a member of the National Athletic Trainers Association.

If you have hired an outside athletic trainer to supervise your event, be sure that the individual has his/her own professional liability or professional malpractice insurance. If the athletic trainer makes a mistake in care, it is only his/her personal liability or malpractice insurance that will come into play. The following are good questions to ask a potential athletic trainer:

1. What organizations are you certified through, and how long have you been a member of these organizations and associations?
2. Where did you receive your education, and how many hours of experience have you completed?
3. What type of situations have you dealt with? Minor or severe injuries, life threatening or spinal cord injuries?
4. Can you provide at least three professional references?

These are just a few questions that you might ask a potential athletic trainer. The goal is to determine how capable the trainer is, and if he/she is able to handle your specific activity.

REDUCING LIABILITY THROUGH EQUIPMENT AND FACILITIES

No matter how proactive an organization may be in managing risk, a sub-standard facility could be the direct cause for an emergency or injury to a participant. Therefore, it is essential that facilities covered in a risk management plan meet or exceed the minimum standards required. Some of the facilities that fall within this Risk Management process are:

Football Fields

Gymnasiums

Arenas

Locker Rooms

Swimming Pools, etc.

Existing Facilities

Constant and regular maintenance and inspection are a vital part of any risk management plan; to ensure a safe recreation area is available for participants. Here are some key questions that need to be addressed:

Do the facilities receive proper maintenance? If so, is the individual or company licensed to repair and maintain particular equipment?

Do the facilities undergo proper and regular inspection? Be sure that these inspections are completed by correct personnel and documented

Are the facilities being used for the purpose that they were intended? Is there proper signage posted to prevent participants from misusing the equipment?

Are proper safety measures taken when defects or safety issues are discovered? Again, documentation is important here as well.

Do you know whom to contact if you come across a defect or safety issue?

New Facilities

Designing a new facility is the perfect time to be sure you can meet or exceed minimum required standards, and it is important that designers ensure that all new facilities meet all of the minimum provincial, state, federal, and national safety codes.

In the planning stages of developing a new facility, the following suggestions should be considered. This is by no means a comprehensive list, but does highlight some ideas to regard when in the planning stage of a new facility.

1. Look at similar facilities and take notes as to the positives and negatives of their particular design.
2. Enlist the help of an experienced consultant during the planning stage.
3. Consider all foreseeable risks and dangers; and determine their level of priority.
4. Select appropriate materials based on the activities that will be performed.
5. Consider every possible emergency situation, and how different designs may effect emergency situations.
6. Seek out and consider input from all possible user groups.
7. In the event of multi activity facilities, pay special attention to how activities may interact. Consider all possibilities of conflict.
8. Consider every possible use and misuse of facilities and equipment.

Facility Maintenance.

Facilities should be maintained according to applicable state and/or federal statutory regulations, federal and/or state fire codes, and local county bylaws. The facilities should be maintained with the following considered:

1. Common areas and hallways must meet all standards and regulations of the local fire marshal.
2. Indoor furniture should meet all safety codes.
3. First aid facilities should be installed in strategic locations.
4. Fire sprinklers and extinguishers must be functioning.
5. Pay special attention to the establishment and maintenance of playing fields, as they are very high liability areas.
6. Floors must have a level surface and should not be slippery.

Modifications of Equipment and Facilities

All of the equipment and facilities should be used for their designated purpose. The intention of use should be appropriate for the users. (Example: appropriate design, size, and required skill level for the intended user.)

When equipment or facilities are modified, it must be done with the safety of participants in mind. In many cases when equipment and facilities are modified, warranties may be void and manufactures and builders may be able to avoid liability by claiming the modifications made have compromised the safety of the equipment or facility. This is often applicable to any machinery, equipment with moving parts, or any other complex system in terms of maintenance. Cleaning must be completed according to the manufacturer's guidelines, or warranties may be voided. When in doubt, consult the manufacturer or builder first, before taking action yourself.

Natural Hazards and Environmental Conditions

All outdoor facilities are unique in that they have natural hazards such as ponds, trees, sidewalks, or uneven ground; it is highly recommended that these hazards be inspected. Participants must be made aware of these hazards. (Example: in the event of a slippery sidewalk, notice should be posted so participants are aware of the potential danger.)

A pre-activity check is a vital role of any supervisor, instructor, or coach to insure that the facility or playing area is free of potential hazards.

Equipment

In just about every case equipment is designed and manufactured for use in a specific manner. If these guidelines are not followed, the safety warranty may be void. All activity organizers and participants must be made aware of the proper safety standards and conditions of what they are using. Coaches, instructors, and participants should be able to recognize a potential problem with the equipment and report it. Lack of, or improper maintenance of facilities or equipment, is a big liability issue. Here are some questions that should be answered with reference to the regular inspections of equipment:

1. Is equipment used in the correct manner and for the use it was intended for?
2. Is equipment regularly checked for safety defects or potential concerns?
3. Is equipment properly certified? (If applicable)
4. If the equipment is not certified, is it up to date?

Four types of equipment that need to be addressed in the planning stages of risk management:

1. Emergency equipment
2. Personal protection apparel and equipment

3. Activity-related equipment

4. Facility-related equipment

Emergency Equipment

Emergency equipment includes gear such as First Aid Kits, AED, Spinal Boards, and Fire Extinguishers. In the case of personal protection equipment and facility equipment, it is vital to check them on a regular basis. These inspections may need to be performed by someone else with proper training. (Example: local township, fire, and safety officers) If you are unsure as to who should be inspecting your equipment, contact your local authorities.

Personal Protection Apparel and Equipment

Personal protection apparel and equipment refers to helmets, padding, life jackets, and safety equipment that are worn by participants while participating in an activity. It is imperative that all equipment supplied by an organizer or rented from an outsider undergoes regular safety checks, to insure that the equipment is in safe, working order. It is also recommended that organizers make sure that this apparel and equipment fits participants properly to insure maximum safety.

It is the ultimate responsibility of the supervisor, instructor, or coach that regular safety inspections are carried out safety checklists are completed and submitted to the appropriate person. In the planning stages, the risk management committee should determine how often these checks are carried out, but it is also recommended that you follow the guidelines of the manufacturer.

Activity Related

The equipment related to this term is equipment used for a specific activity such as a football sled, tennis net, or pommel horse. All of these pieces of equipment must also undergo regular safety inspections and checks, and must meet all installation codes where applicable. Protective padding must also be supplied (when applicable) to insure extra protection to a participant who may fall, slip, or stumble while using equipment.

Facility Related

This term relates to the equipment that is deemed to be part of the facility, such as swimming pools, diving boards, and basketball backboards. Many of these apparatus are subject to regular checks by virtue of their use, but must not be overlooked or taken for granted. Facility related equipment should be checked and inspected regularly. It may be the decision of the planning committee or facility management to delegate the responsibility for undergoing these frequent inspections to a competent subordinate. It is recommended that this person be an instructor or supervisor that uses the facility on a daily basis. Perhaps another person who is familiar with the facility equipment can assist in routine inspections. Regardless of how many people perform the inspections, reports should be signed and submitted to the facility management for filing.

DEVELOPING PROCEDURES AND POLICIES

As specified earlier, the policies and statements developed address various portions of key risk areas; instruction, supervision, inspection, and maintenance checklists. These should be formally developed and incorporated into the recreational and sport department's procedures and policy manual. There are other specific areas that need to be looked at and reviewed that expressly relate to participant safety. It is also understood that organizations will have other, more general, non-sport specific policies in place, such as personnel policies. Below is a list that covers some of the key areas that need to be considered while in the planning your procedures and policies. It is important that each individual organization looks carefully at their situation, and considers which issues may or may not concern them.

1. Outdoor Recreation
2. Transportation
3. Alcohol
4. Insurance
5. Facility Contracts
6. Crowd Participation
7. Sport Clubs / Teams

VIOLENCE DURING EVENTS AND ACTIVITIES

In highly competitive athletic events, participants or spectators may become violent. We've seen it all-too-often, a parent in the stands gets mad at an official and starts a fight, or a rough hit on a football field turns into an all-out-brawl. These situations have a legal definition, assault and battery. Assault and battery is a serious offense and the risk of such situations should not be taken lightly. It is important to understand the component of assault and battery to effectively prohibit those behaviors by participants and spectators.

An assault involves an intentional, unlawful threat or "offer" to cause bodily injury to another by force; under circumstances which create in the other person a well-founded fear of imminent peril; where there exists the apparent present ability to carry out the act if not prevented. Note that an assault can be completed even if there is no actual contact with the plaintiff, and even if the defendant had no actual ability to carry out the apparent threat. For example, a defendant who points a realistic toy gun was fifty feet away from the plaintiff and had no actual ability to harm from that distance.

A battery is the willful or intentional touching of a person against that person's will by another person, or by an object or substance put in motion by that other person. Please note that an offensive touching can constitute battery even if it does not cause injury, and could not reasonably be expected to cause injury. A defendant who emphatically pokes the plaintiff in the chest with his index finger to emphasize a point may be culpable for batter (although the damages award that results may well be nominal). A defendant, who spits on a plaintiff, even though there is little chance that the spitting will cause any injury other than to the plaintiff's dignity, has committed a battery.

In order to be held liable for an assault or battery, the defendant must lack privilege to assault or batter the plaintiff. The following are examples of "privilege":

Consent; Where a defendant has the plaintiff's consent to commit an act of assault or battery, the plaintiff may not later bring a lawsuit. The most typical context for consent occurs in sports. The intentional fouls in basketball, or the tackle in football, are an anticipated part of the game. While it may be possible for certain conduct to be so far outside the realm of what is reasonable to nonetheless give rise to a tort- for example, chopping an opposing player off at the knees in a football game, an action which is known to have a very high probability of causing serious and even crippling injury- rule violations which are part of standard play are unlikely to support a legal action. Consent also exists in the context of authorized medical or surgical procedures.

Self-Defense; A person who is assaulted may use such reasonable force as may be necessary, which at the time reasonably appears to be necessary, to protect

himself or herself from bodily harm. An act of self-defense must ordinarily be proportionate to the threat. That is, if you believe a person is going to spit on you, depending upon the context, it may be reasonable to push the person away, but it would not be reasonable to hit the person with a baseball bat. A plaintiff may be expected to withdraw from the threat, if possible, before engaging in forcible resistance. However, if the plaintiff is in his own and the defendant is not a member of the plaintiff's household, a plaintiff will typically not be required to further withdraw from the threat once the plaintiff has retreated to his own home.

Defense of Others; Defense of others is similar to self-defense, and usually occurs in the context of one family member protecting another. Some jurisdictions permit a defendant to assert defense of others, even where the defendant is mistaken as to the existence of a threat, as long as the mistake is reasonable. Other jurisdictions do not permit this defense unless there was an actual threat or battery against the other person.

Voluntary (Mutual) Combat; Where the plaintiff voluntarily engages in a fight with defendant for the sake of fighting and not as a means of self-defense, the plaintiff may not recover for an assault or battery unless the defendant beat the plaintiff excessively or used unreasonable force. If two people voluntarily enter a brawl, it is unlikely that either will be able to sue the other. However, if one falls, and the other takes advantage of the situation by kicking him and causing injury, that act may well be considered to be an excessive use of force, which would support a cause of action.

Discipline; Some people are legally authorized to apply physical restraint or battery in order to discipline others. For example, in most jurisdictions, parents are legally authorized to apply reasonable physical discipline upon their children. In some jurisdictions, schoolteachers are permitted to apply a certain level of physical restraint or discipline against students. The staff of a mental health facility may have legal authority to apply reasonable restraint to prevent a patient from causing harm to himself, to others, or to property.

Merchant's Privilege; Most jurisdictions grant merchants the right to apply reasonable force to detain shoplifters, or other persons who the merchant reasonably believes are attempting to steal the merchant's property.

Provocation; Words alone, no matter how insulting or provocative, do not justify an assault or battery against the person who utters the words.

The best way to prevent any form of assault or battery occurring at or during an event is to promote character and good conduct rules. For athletes or participants of athletic events, exhibitions, or other staged performance, a code of conduct agreement is recommended to create an atmosphere of sportsmanship and good behavior. A code of conduct agreement will certainly not prevent an individual from becoming violent, but it will warn them of the consequences of such action and prove that they agreed to the rules

of conduct and were aware of prearranged penalties for certain actions. A simple way of making spectators aware of such conduct expectations is through signage or written expectations explained in programs or event flyers. Statements like, “this organization expects good conduct and sportsmanlike behavior of all participants and spectators, subject to ejection from the arena in the event of unbecoming conduct” can help create awareness between everyone involved. A sample code of conduct form is included at the end of this guide.

Included in a code of conduct agreement or other rules of behavior should include eligibility requirements prohibiting criminal activity, use of drugs or other illegal substance, and performance-enhancement substances (i.e. anabolic steroids, blood-doping, etc.) Recommended penalties for infractions may include suspension from practices or games, and removal from the team, depending on the severity of the violation. An organization should take these issues seriously and formulate a plan of penalties, a demerit system, or other form of regulation and enforce it consistently.

Just as risks need to be predicted to help prevent and reduce them, it is inevitable that an injury can occur regardless of the planning efforts of the risk management team. Here we will look at risk management from a different perspective, obtaining the right to perform emergency medical treatment on a participant in the event of a medical emergency. Participants must be willing to accept medical assistance in the event of an emergency. This can be included in an assumption of risk agreement, stating that the participant understands and assumes the risks involved with the activity, and will allow volunteers and/or medical personnel to perform First Aid, CPR, and other emergency actions should the participant incur and injury.

PART III- FIRST AID & EMERGENCY CARE

“Strong reasons make strong actions.”

~William Shakespeare

An emergency can happen at any time or at any place. An emergency is a situation demanding immediate action. The goal of this section is to introduce you to the basics of First Aid and Emergency Care that will help you recognize and respond to any emergency appropriately. Your response may help save a life.

EMERGENCY MEDICAL SERVICES

The emergency medical services (EMS) system is a chain made up of several links. Each link depends on the other for success. When the EMS system works correctly, a victim moves through each link in the chain, beginning with the actions of a responsible citizen and ending with care being provided to attempt to restore the victim to health.

As a citizen responder, you are the first and most crucial link in the EMS system. In an ideal world, everyone would know first aid, but even if not trained in first aid, the citizen responder can provide critical help in any emergency. The citizen responder must first recognize that the illness or injury that has occurred is an emergency. He or she must then activate the EMS system, either by dialing 9-1-1 or a local emergency number, by notifying a bystander or a nearby first responder, such as a police officer. The sooner someone activates the EMS system, the sooner more advanced medical help arrives, increasing the victim's chance of survival and recovery.

The second link in the EMS system is the dispatcher who works in an emergency communications center. The dispatcher receives the call and quickly determines what help is needed. He or she then dispatches the appropriate professionals. Some dispatchers are trained to give the caller instructions about how to help until EMS personnel arrive.

The first responder is the third link the EMS system. The first responder is usually the first person to arrive on the scene that is trained to provide a higher level of care. First responders are often the first people you turn to for help at the scene of an emergency. They may be fire fighters, law enforcement officers, lifeguards, or people with similar responsibility for the safety or well being of the community. Due to the nature of their jobs, they are often close to the scene and have the necessary supplies and equipment to provide care. First responders provide a critical transition between a citizen responder's basic level of care and the care provided by more advanced EMS professionals.

The emergency medical technician (EMT) is the fourth link in the EMS system. Depending on the level of training and certification, the EMT is capable of providing more advanced emergency care and life-support techniques. In most of the United States, ambulance personnel are certified at least at the EMT-Basic level. EMT-Paramedics are highly specialized EMTs. In addition to performing basic life-support skills, paramedics can administer medications and intravenous fluids, provide advanced airway care, and perform other advanced life-saving techniques. They are trained to handle a wider range of conditions. Paramedics function at the highest level of out-of-hospital care. At the scene of the emergency, they serve as the “eyes and ears” of the hospital emergency physician through direct phone or radio contact.

The first four links of the EMS system provides victims of injury or sudden illness the best possible out-of-hospital medical care. The fifth link of the EMS system which are the hospital care providers, begins once the victim arrives at the hospital or other medical facility and the emergency department staff take over care. Many different professionals, including emergency physicians, nurses, and other health care professionals, then become as involved as needed.

The sixth and final link of the EMS system is rehabilitation. The goal of rehabilitation is to return the victim to his or her previous state of health. After the victim has been moved from the emergency department, other health care professionals work together to treat and rehabilitate the victim. These professionals include family physicians, consulting specialist, social workers, and physical therapists.

The six parts of the EMS system are linked together like a chain - a chain of survival for the victim. The stronger the chain, the better the chance that a victim of injury or sudden illness will be returned to his or her previous state of health. All the links should connect to provide the best possible care to victims of injury or sudden illness.

YOUR ROLE IN THE EMS SYSTEM

Once you have recognized that an emergency has occurred and have decided to act, calling EMS professionals is the most important action you and other citizen responders can take. Early arrival of EMS personnel increases the victim's chances of surviving a life-threatening emergency. Without the involvement of citizen responders, the EMS system cannot function effectively. A citizen responder trained in first aid can give help in the first few minutes of an emergency that can save a life or make the difference between complete recovery and permanent disability. Your role in the EMS system includes:

1. Recognizing that an emergency exists.
2. Deciding to act.
3. Calling EMS professionals
4. Providing first aid until help arrives (if you are trained in first aid).

Recognizing emergencies: Recognizing an emergency is the first step in responding. You may become aware of an emergency from certain indicators. The following table describes some emergency indicators and their signals.

Emergency Indicators	Signals
Unusual noises	Screams, yells, moans, or calls for help; breaking glass, crashing metal, screeching tires; abrupt or loud unidentifiable sounds, silence.
Unusual sights	Things that look out of the ordinary - a stalled vehicle, an overturned pot, a spilled medicine container, broken glass, downed electrical wires.
Unusual odors	Odors that are stronger than usual; unrecognizable odors, nauseous smells, natural gas odors.
Unusual appearance or behavior	Unconsciousness; difficulty breathing; clutching the chest or throat; slurred, confused, or hesitant speech; unexplainable confusion or drowsiness; sweating for no apparent reason; uncharacteristic skin color, dilated pupils.

Deciding to act: You have already learned that citizen involvement is crucial in an emergency situation. Every year, countless people recognize and respond to emergencies. Some phone for help, some comfort the victim or family members, some give first aid to victims, and others help keep order at the emergency scene. People can help in many ways. In order to help, you must act.

Sometimes people simply do not recognize that an emergency has occurred. At other times, people recognize an emergency but are reluctant to act. People have various personal reasons for hesitating or not acting. The following are barriers to action; common reasons people give for not taking action.

- The presence of bystanders
- Uncertainty about the victim
- The nature of the injury or illness
- Fear of disease transmission
- Fear of not knowing what to do or of doing something wrong

Thinking about these things now and mentally preparing yourself will help you to respond more confidently in an actual emergency.

Calling EMS professionals: In an emergency situation, you may have several options. If you are alone, tell the victim that you are going to get help. You will help the victim more by getting help than keeping the victim company. If there are several people at the emergency scene, instruct an adult to call 9-1-1 and then report back to you. Some people may panic during an emergency and not follow through with instructions. By telling the adult to report back to you, this guarantees that you know whether or not the EMS system has been activated.

Providing first aid until help arrives: This step should be taken only if you are trained in first aid. If you are not, try to keep the victim calm until EMS professionals arrive. Under no circumstance, should the victim ever be moved. Because you are unaware of the victim's injuries, as some may be internal and not visible, you should never attempt to move or adjust the victim; leave this to the professionals.

TAKING ACTION

An emergency scene can be overwhelming, terrifying, and at the least, confusing. It poses questions that demand immediate answers- *What should I do first? Where can I get help? What can I do to help the ill or injured person?* Remembering and following three basic steps will help ensure you respond to any emergency effectively.

The emergency action steps are the three basic steps you should take in any emergency. These steps include:

- *Check* the scene and the victim
- *Call* 9-1-1 or the local emergency number
- *Care* for the victim

Check the scene and the victim; The *Check* step has two parts- checking the scene and checking the victim. Do not skip over checking the scene in your rush to get to the ill or injured person, or you may also become a victim.

Checking the Scene: Before you can help the victim, you must make sure the scene is safe for you and any bystanders. Take time to check the scene and answer these questions:

1. Is the scene safe?
2. What happened?
3. How many victims are there?
4. Are bystanders available to help?

Look for anything that may threaten your safety and that of the victim and bystanders. Examples of dangers are downed power lines, falling rocks, traffic, a crime scene, a hostile crowd, violent behaviors, fire, smoke, dangerous fumes, extreme weather, and deep or swiftly moving water. **If any of these dangers are threatening, do not approach the victim. Retreat and call 9-1-1 or the local emergency number immediately.** Do not risk becoming a second victim and creating more work for EMS professionals. Leave dangerous situations to professionals, such as fire fighters and police officers, who have the training to deal with them.

Determine what happened. Look around the scene for clues as to what caused the emergency and the type and extent of the victim's injuries. You may discover a situation that requires your immediate attention. As you approach the victim, take in the whole picture. Nearby objects, such as shattered glass, a fallen ladder, or a spilled bottle of medicine, might tell you what happened.

When you check the scene, look carefully for more than one victim. You may not spot everyone at first. For example, in a car crash, an open door may be a clue that victim has left the car or was thrown from it. If one victim is bleeding or screaming loudly, you may overlook another victim who is unconscious. It is also easy in any emergency situation to overlook an infant or a small child. Ask anyone present how many people may be involved. Bystanders may be able to tell you what happened or help in other ways. A bystander who knows the victim may know whether he or she has any medical problems or allergies. If no bystanders are close by, shout for someone who can help you.

As you move closer to the victim, continue to check the scene to see if it is still safe. At this point, you may see other dangers that are not obvious to you from a distance. You may also see clues to what happened or victims and bystanders you did not notice before.

Checking the victim: As a rule, do not move a victim, even in immediate danger, such as fire, flood, poisonous fumes, hazardous traffic patterns, or an unstable structure. In dangerous situations like these, a citizen responder who tries to help or move the victim will become a second victim. Check the victim not only for symptoms of illness or injury, but also for signs of other conditions. Scan the victim head-to-toe and look for medical alert bracelets, or other clues to a person's health, like a blood-sugar monitor a diabetic would carry with them, or medication.

If you find the victim has any immediately life-threatening conditions, you must call EMS personnel immediately or assign another adult to call. The four conditions considered immediately life threatening in an emergency situation are:

- Unconsciousness
- No breathing or difficulty breathing
- No pulse
- Severe bleeding

If, and only if, you are trained in first aid, identify yourself to the victim as a person trained in first aid. Try not to alarm the victim. Position yourself close to the victim's eye level, without moving him or her. Speak calmly and confidently. Identify yourself, explain that you have first aid training, and ask if you can help. Your words can reassure the victim that a caring and skilled person is offering help.

Next, if you are trained in first aid, get permission to provide care. Before giving first aid to a conscious adult victim, you must get the victim's permission to give care. This permission is referred to as consent. A conscious victim has the right to either refuse or accept care. To get consent you must tell the victim:

- Who you are
- Your level of training
- What it is you would like to do

Only then can a conscious victim give you consent. Do not give care to a conscious victim who refuses it. If the conscious victim is an infant or child, get permission to provide care from the supervising adult, if possible.

If the victim is unconscious or unable to respond because of the illness or injury, consent is implied. Consent is also implied for an infant or child if a supervising adult is not present or immediately available.

Call EMS Personnel; Your top priority as a citizen responder is to get professional help to the victim as soon as possible. The EMS system works more effectively if you can give information about the victim's condition when the call is placed. This information helps to ensure that the victim receives proper medical care as quickly as possible. By calling 9-1-1 or the local emergency number, you put into motion a response system that rushes the correct emergency care personnel to the victim.

When to call; At times, you may be unsure if EMS personnel are needed. For example, the victim may say not to call and ambulance because he or she is embarrassed about creating a scene. As a general rule, call EMS personnel for any of the following conditions:

- Unconsciousness or altered level of consciousness
- Breathing problems (no breathing or difficulty breathing)
- Persistent chest or abdominal pain or pressure
- No pulse
- Severe bleeding
- Severe burns
- Vomiting blood or passing blood in feces or urine
- Poisoning or suspected poisoning
- Seizures, severe headache, or slurred speech
- Injuries to the head, neck, or back
- Broken bones or suspected broken bones

Special situations also warrant calling EMS personnel for assistance. These include:

- Fire or explosion
- The presence of poisonous gas
- Downed electrical wires
- Swiftly moving or rapidly rising water
- Motor vehicle collisions
- Victims who cannot move on their own

These conditions and situations make up by no means a complete list. It is beyond anyone's ability to provide a definitive list, since exceptions always exist. Trust your instincts, if you think there is an emergency, there probably is. Do not lose time calling untrained people, such as friends or family members. Call EMS personnel for professional medical help immediately. These professionals would rather respond to a non-emergency than arrive at an emergency too late to help.

Making the call; You may ask a bystander to call the emergency number for you. Tell him or her the victim's condition. For example, tell the bystander, "Call 9-1-1. Tell them the victim is not breathing, and report back to me." If you find that the victim is unconscious, do not delay calling EMS personnel. Unconsciousness is a sign of a serious injury or illness. Sending someone else to make the call enable you to stay with the victim to check breathing and circulation and provided needed care if you are trained in first aid.

When you tell someone to call for help, you should do the following:

1. Give the caller the EMS telephone number. This number is 9-1-1 in many communities. Tell the caller to dial "0" (the operator) only if you do not know the emergency number in the area. Sometimes the emergency number is listed on pay phones and on the inside front cover of telephone directories.
2. Tell the caller to give the dispatcher the necessary information. Most dispatchers will ask:
 - a. The exact address or location and the name of the city or town. Be prepared to give the names of nearby intersecting streets (cross streets or roads), landmarks, the name of the building, the floor, and the room number.
 - b. The telephone number from which the call is being made.
 - c. The caller's name.
 - d. What happened- for example, a motor vehicle collision, a fall, a fire, sudden onset of chest pain, etc.
 - e. How many people are involved.
 - f. The condition of the victim (s)- for example, unconsciousness, chest pain, trouble breathing, bleeding.
 - g. The help (care) being give, if applicable.

3. Tell the caller not to hang up until the dispatcher hangs up. It is important to make sure the dispatcher has all the information needed to send the right help to the scene. The EMS dispatcher may also be able to give the caller instructions on how to best care for the victim until help arrives.
4. Tell the caller to report to you after making the call and tell you what the dispatcher said.

If you are the only person on the scene, shout for help. If an adult victim is unconscious and no one comes at once to help you, you will need to get professional help immediately. Find the nearest telephone as quickly as possible. Call EMS personnel and then go back to the victim. Recheck the victim and give the necessary care, if you are trained in first aid.

If you shout and no one responds and you are able to give care to correct and urgent situation, such as applying a pressure bandage to control severe bleeding, you may consider completing that care before leaving to make the call, if you are trained in first aid. However, if the victim is unconscious, make the call at once.

What happens when you call EMS; When your call is answered you will talk to an emergency dispatcher who has had special training in dealing with crises over the phone. The dispatcher will ask you for your phone number and address and will ask you other key questions to determine whether you need police, fire, or medical assistance.

It may seem that the dispatcher asks a lot of questions. The information you give helps the dispatcher to send the type of help needed, based on the severity of the emergency. Once the ambulance is on its way, the dispatcher may stay on the line and continue to talk with you. Many dispatchers today are also trained to give instructions before EMS personnel arrive.

Care for the Victim; Once you have checked the scene and the victim, and called for help, you may need to provide care. Always care for life-threatening conditions before those that are not life threatening. For example, a breathing emergency would take priority over an injured leg. While you are waiting for more advanced medical help, watch for changes in the victims breathing and consciousness. A change in the victim's level of consciousness- becoming less alert or awake- may be a sign of serious illness or injury. A condition that may not appear serious at first may become serious with time. Help the victim rest comfortably, without moving him or her, and keep him or her from getting chilled or overheated. Take time to reassure and calm the victim.

Emergency situations are often confusing and frightening. To take appropriate actions in any emergency, follow the three basic emergency action steps- *Check-Call-Care*. *Check* the scene and the victim. *Call* the local emergency number to activate the EMS system. Ask a conscious victim's permission to provide *care*. It is a good idea to get as many individuals as possible trained in first aid, as they will be better equipped to handle and emergency situation. At the very least, the directors and leaders of the activity should be trained in first aid and CPR.

PART IV- PROPER INSURANCE PLANNING

*“You cannot escape the responsibility of tomorrow by evading it today.”
~Abraham Lincoln*

Proper insurance planning with having the appropriate levels and types of insurance in place is a backbone of a quality risk management program. For quite some time, sports and recreation providers were forced to run programs or events without the proper insurance protection, thus greatening their exposure to the financial burden of costly medical bills or civil litigation. Fortunately, today’s insurance market provides various levels and types of insurance so that sports and recreation providers may limit their exposure.

INTRODUCTION TO INSURANCE

Insurance is a financial topic of paramount importance for every organization. Insurance is designed to protect the financial well-being of the organization and their members in the case of unexpected loss. Some forms of insurance are required by the facility or grounds to be used, while others are optional. Agreeing to the terms of an insurance policy creates a contract between your organization and the insurance company. In exchange for payments from your organization (called premiums), the insurance company agrees to pay your organization or members a sum of money upon the occurrence of a specific event or to defend in the event of a lawsuit. That event may be as mundane as a sprained finger or as serious as a lawsuit of negligence contributing to a wrongful death.

After contacting an insurance company about entering into a policy, your organization will receive a quote, which is the total amount of money you will need to pay over the term of the insurance policy in exchange for coverage. When your organization has agreed to pay this amount and the insurance company has agreed to insure, you will receive a copy of the policy detailing the terms and conditions of your policy.

If an insured incident occurs, you will make a claim for payment or defense from the insurance company. You will receive the benefits of the policy minus the deductible if your policy has one. Higher deductibles are associated with lower premiums and vice versa. Therefore, for claims that are likely to be made, it may be in your best interest to pay a higher premium in exchange for a lower deductible.

Given the importance of insurance, it is essential to make sure that your coverage is sufficient. However, paying for too much insurance or insurance that you don't need can

be a significant drain on your organization's finances. Investigate all potential insurance policies carefully in terms of your own needs at the time of purchase and throughout the term of the policy.

PURCHASING INSURANCE

Insurance was traditionally sold by agents who worked for insurers and had a vested interest in selling you their specific policies. Now, there are more consumer-friendly options for acquiring insurance coverage.

<i>Independent Agents</i>	Independent Agents can sell policies from several different companies. They obtain the insurance from Brokers, Underwriting Facilities or direct from Insurance Companies.
<i>Insurance Brokers</i>	Insurance Brokers work similar to an Independent Agent, however they not only represent insureds, but also place coverage for Independent Agents with Underwriting Facilities or Insurance Companies.
<i>Underwriting Facilities</i>	Underwriting Facilities usually specialize in one niche of insurance. Both Independent Agents and Insurance Brokers place business with these facilities. Underwriting Facilities are similar to Insurance Companies as they underwrite (determine coverage and cost) as well as issue policies on the behalf of the Insurance Company.
<i>Insurance Companies</i>	Insurance Companies are the insurer and the insurance policy is the contact between your organization and the Insurance Company. For sports and recreation insurance, many Insurance Companies heavily rely on specialized Underwriting Facilities to facilitate the coverage.

It is important to research any company that your organization is considering to identify the quality providers. When choosing an insurance company, it is important to find one with a good independent rating from AM Best Company, Standard & Poor's or another leading independent rating service. This will tell you whether the insurance company is likely to be able to pay off claims even in the event of a disaster that leads to an abundance of payouts. Recommendations from individuals and consumer information publication in print and on the web may be able to provide additional information related to the quality of service. These considerations may include likelihood of a claim being

paid, speed of payout, customer service and other services available from the company.

LIABILITY INSURANCE

Commercial General Liability Insurance provides your organization with protection from a lawsuit or a property damage claim. Most facilities or practice grounds will require liability coverage with at least a \$1,000,000 limit per occurrence and require that they too be named on your organization's policy as an additional insured.

Proper liability insurance should provide your sports or recreation organization with protection for your organization, coaches and staff members against claims of bodily injury liability, property damage liability and the litigation costs to defend against such claims.

Coverage Should Includes Suits Arising Out Of:

- Injury or death of participants
- Injury or death of spectators
- Injury or death of volunteers
- Property damage liability
- Host liquor liability (non-profit)
- Incidental medical malpractice
- All activities necessary to conduct of activities
- Ownership use or maintenance of fields or practice areas
- General negligence claims
- Cost of investigation and defense of claims, even if groundless

Not all liability policies are the same and some may not offer the proper protection for your sports or recreation organization. Standard liability policies exclude claims brought forth due to athletic participation. Other liability policies are issued on a "claims made" basis, which only allows you to make claim against the insurer while the policy is in-force. A "claims made" policy form may not offer adequate coverage as lawsuits are often brought forth months or years after an incident. Make sure your liability policy includes athletic participant coverage and is on an "occurrence form" rather than "claims made" policy form.

Hired and Non-Owned Automobile liability coverage is often offered as an additional option to purchasing liability coverage and should also be considered. This coverage provides additional liability coverage against third parties bringing suit out of a claim resulting from the use of automobiles. For organizations or events the will include the transporting of members or spectators, this coverage can be an essential tool of risk management.

ACCIDENT INSURANCE

Accident Medical Insurance provides your organization's participants, staff members and volunteers reimbursement for medical bills incurred as the result of an injury. One of the first defenses against possible litigation, accident medical insurance pays the medical bills of injured participant. An organization's members are also covered while traveling, directly and without interruption, to and from any organization sponsored activity and his or her home or place of residence.

Most accident medical policies provide coverage so that if a covered person incurs eligible expenses as the result of a covered injury, the insurance company will pay the medical charges incurred for such expense. Payment will be made for eligible expenses not to exceed the Maximum Medical Expense Benefit (usually \$10,000 or greater in amount), subject to the applicable deductible amount (if any).

This coverage includes an Accidental Death & Dismemberment benefit where if a covered injury results in any death or dismemberment a lump sum amount is payable.

Accident Medical Insurance is offered on either a primary or an excess basis. Excess coverage pays the medical charges incurred on a secondary basis. Excess coverage is secondary to the covered person's personal health insurance, though it does pay for the injured person's out-of-pocket expenses (health insurance deductible, co-payment, etc.). Primary coverage pays the medical charges incurred regardless of other insurance and means that the insurance policy is first to pay medical bills. With primary coverage paying regardless of other insurance, the cost is higher than excess coverage. Excess coverage will usually suffice as it still allows the injured party not to incur any out-of-pocket expenses.

Glossary of Terms

The following glossary contains terms used within this risk management guide as well terms that may be used within the risk management, legal, emergency medical and insurance industries. Use this glossary as a helpful tool when your organization is confronted with terms you may be unsure of.

Avoidance - The act of responding to an identified risk by agreeing not to conduct the project.

Accident Medical Coverage - Coverage for medical expenses (doctor bills, ambulance, hospital, and medication bills) incurred as a result of an injury while participating in an insured activity. This is typically written on an excess basis over any other collectible medical insurance the injured person might have available to them. The coverage responds only to injuries sustained while that person is participating in your activities.

Accidental Death & Dismemberment - Coverage for the accidental death, or the loss of limb or limbs as a result of participation in an insured activity or event.

Aggregate - A limit, specified in the policy, that is the maximum total amount that the policy will pay for all losses sustained during the policy period. Aggregate limits typically appear in General Liability policies, but are not often used in property insurance, except with respect to certain catastrophic exposures such as earthquake or flood. There may be several aggregates within the policy. One is a coverage aggregate, while the other is a policy aggregate. The coverage aggregate is the most that particular coverage will pay for all losses incurred during the policy period. The policy aggregate is the most the policy will pay for all coverages for all losses incurred during the policy period.

Application - A questionnaire which is filled out by a person seeking a coverage quotation from an insurance company. The questionnaire contains information required by the insuring company to evaluate the risk, underwrite the exposure, and rate the hazards and coverages being requested. Applications are typically completed by the insured party, but the party's representative (agent or broker) may also complete the form on the party's behalf. There may be multiple applications, depending on the scope of the coverage being requested. Most applications, particularly in Personal Insurance, are attached to and made a part of the insured's policy.

Assumption of Risk - A contract under which one party's legal liability for damages is assumed by the other party to the contract.

Audit - An examination of the books of accounts, vouchers or other records of a person, corporation, firm or other organization for the purposes of ascertaining the accuracy or inaccuracy of the record (in insurance, the rating base).

Automatic Additional Insured - A clause in the policy that extends coverage to specified persons or organizations who may be involved in your activities or operations, without you having to specifically request them by name. Typically these are landlords, lessors or equipment or municipalities. However, coverage will usually extend as their interest may appear in your activities or operations only.

Automobile Liability Coverage - Protection for the insured (you) against loss arising out of legal action (liability) when his/her auto injures others or damage their property (includes Bodily Injury Liability and Property Damage Liability).

Automobile Physical Damage - The Collision and Other Than Collision coverage provisions in the Automobile insurance policy.

Best's Rating - A rating given to insurance companies by the A.M. Best Company, an insurance industry ratings agency. The ratings range from A++ (Superior) to D (below minimum standards). Ratings of E and F are given to companies under state supervision or in liquidation. The ratings reflect A.M. Best's evaluation of an insurance company's financial strength and operating performance relative to the norms of the property and casualty insurance industry.

Bind Order - The oral or written acceptance of a quotation of insurance by the insured party.

Binder - A written document reflecting immediate insurance protection, valid for a specified period of time. Designed to provide temporary coverage until the actual policy can be issued. The binder provides a summary of coverage to be provided by the policy, along with pertinent information such as limits and coverages.

Blanket Coverage - A blanket form is one in which property is insured under a single amount applying to several different pieces of property rather than a specific amount of insurance on each property.

Bodily Injury Liability Insurance - This coverage protects an insured against legal action (liability) for injury to another person arising from an accident or occurrence.

Boiler & Machinery - Mechanical Breakdown - This form of insurance provides mechanical breakdown coverage generally not available under any other insurance policy. This provides protection against the catastrophic effects of property loss, such as a steam boiler explosion or an expensive breakdown of machinery and equipment. This includes more than just boilers and steam vessels, but also includes refrigeration equipment, air conditioning equipment, various types of piping, turbines, engines, pumps, compressors, blowers, gearing, shafting, electric motors, generators, transformers, and assorted other types of mechanical and electrical equipment.

Bound - The past tense of bind, an account that has already had the quotation of coverage accepted by the insured party.

Business Income - Coverage for loss of income in case the insured's business is shut down by a covered cause of loss. It often pays for such expenses as the rebuilding of an accounts receivable data base, cleaning computers, leasing temporary office space, and similar losses associated with a disaster.

Business Interruption Insurance - (See Business Income above)

Cancellation - The discontinuation of the insurance policy before its normal expiration date.

Carrier - The insurance company or the one who agrees to pay for covered losses.

Casualty Insurance - (also referred to as liability insurance) Insurance primarily concerned with the legal liability for losses caused by injury to persons or damage to property of others. Also includes, among other coverages, automobile, workers' compensation, employer's liability, general liability, plate glass, theft and personal liability. It excludes life, fire and marine insurance.

Citizen Responder - A layperson (someone who does not have special or advanced medical training or skill) who recognizes an emergency and decides to help.

Claim - A written notice, demand, lawsuit, arbitration proceeding, or screening panel in which a demand is made for money or a bill reduction, and which alleges injury, disability, sickness, disease, or death of a patient arising from the physician's rendering or failing to render professional services.

Claims-Made Form - A type of liability policy which covers claims which are presented to the carrier while the policy is in effect. Once the policy has expired, no claim is paid under the policy which had not been presented to the carrier, even if the claim occurred during the policy period.

Claims Reserves - Under a claims-made policy, claims reserves are funds set aside to satisfy those claims that have been reported to the company but have not yet been resolved or paid. Under an occurrence policy, an additional reserve must be set aside for incidents that occurred but were not formally reported during the policy year and are expected to be reported after the close of the policy year. A company that underestimates its claims reserves may face future financial difficulties. A company that overestimates its reserves could be charging unnecessarily high premiums.

Coinsurance - A provision in the property insurance policy which requires the insured to carry insurance equal to a certain specified percentage of the value of the property for the insured to receive full payment of a loss up to the amount of the policy. Otherwise, payment would be only a percentage of the actual loss (penalty), the percentage is determined by the amount of insurance carried to what should have been carried, as determined by the carrier.

Collision Insurance - Protection against loss resulting from any damage to the policyholder's automobile caused by a collision with another vehicle or object, or by upset of the insured automobile, whether it was the insured's fault or not (other than his/her own willful act).

Combined Single Limit - A liability coverage limit that combines both Bodily Injury and Property Damage into one aggregate amount.

Commercial General Liability Policy - Often referred to as CGL, this policy provides broad protection for situations in which a business must defend itself against lawsuits or pay damages for personal injury or property damage to third parties. The two basic coverage forms available under the CGL are an occurrence form and a claims-made form which provides an extended reporting period. These forms include the following coverages:

Bodily Injury and Property Damage Liability; Personal Injury and Advertising Injury Liability; Medical Payments; and as applicable, Products and Completed Operations coverage.

Unless modified, an aggregate limit applies to the first three coverages, and a separate aggregate applies to the Products and Completed Operations coverage. Coverage is provided for most of the premises, products, completed operations, personal injury, advertising, and contractual liability exposures of an organization. This coverage form may be issued as a stand alone policy, or in conjunction with other coverage forms like Commercial Auto, Property, or Inland Marine.

Commercial Multi-Line Policy - Package type of policy that includes a wide range of essential property and liability coverages for servicing businesses.

Comparative Negligence- A rule of law applied in accident cases to determine responsibility and damages based on the negligence of every party directly involved in the accident.

Compulsory Auto Liability Insurance - Insurance laws in some states require motorists to carry at least certain minimum auto liability coverages for bodily injury and property damage.

Conditions - Provisions of the insurance policy which state the rights and duties of the insured and insurer.

Consent - Permission to give care, given by the victim to the rescuer.

Contract - A formal agreement to transact business between two parties, conveyed into legal form.

Contractual Liability Insurance - Provides coverage for claims arising out of liability that has been assumed by the insured under a written or oral contract.

Contributory Negligence - A doctrine of common law that if a person was injured in part due to his/her own negligence (his/her negligence 'contributed' to the accident), the injured party would not be entitled to collect any damages from another party who supposedly caused the accident.

Coverage - The scope of the protection provided under a contract of insurance; any of several risks covered by the policy.

Covered / Insured Peril - The perils of loss you are protected against by the insurance policy. Examples of perils include, fire, lightening, theft, and vandalism.

Crime - This insurance is designed to protect you from loss of money and securities resulting from a theft, or employee dishonesty.

Damage to Premises Rented To You - Under General Liability Insurance, this coverage will pay for damages to any one premises you rent, but do not occupy, or in the case of fire or explosion, while rented to you or temporarily occupied by you with permission of the owner, but only to the limit designated on the policy declaration page.

Declarations - That part of the policy describing the named insured, address, effective date, term of the policy, applicable coverages, the amount of insurance and the premium.

Deductible - A provision in an insurance contract stating that the insurer will pay that amount of any insured loss that is in excess of a specified amount. The specified amount is the deductible.

Defendant - The party sued in a civil lawsuit or charged with a crime in a criminal prosecution. In some types of cases a defendant may be called a respondent.

Directors & Officers Liability - Designed for the Directors and Officers of boards, corporations, or nonprofit organizations, this coverage provides protection for claims arising from the fiduciary duties owed the corporation, shareholders, or other third parties from certain fiduciary, tortuous conduct, fraud or deceit, or the violation of certain statutes.

Duty of Care - A requirement that a person act towards others and the public with the watchfulness, attention, caution, and prudence that a reasonable person in the circumstances would use. If a person's actions do not meet this standard of care, then the acts are considered negligent, and any damages resulting may be claimed in a lawsuit for negligence.

Earned Premium - That part of the total policy premium earned by the insurance company which applies to the expired portion of the policy period.

Emergency - A situation requiring immediate action.

Emergency Action Steps - Three basic steps you should take in any emergency- check, call and care.

EMS Professional - Trained and equipped community-based personnel often dispatched through a local emergency number who provide emergency care for ill or injured victims.

EMS System - A network of community resources and medical personnel that provides emergency care to victims of injury or sudden illness.

Emergency Medical Technician (EMT) - A person who has successfully completed a state-approved emergency medical technician training program. The different levels of EMTs include the EMT-Basic, EMT-Intermediate and EMT-Paramedic.

Employee Benefit Liability - This coverage protects you, an employer, from claims by employees or former employees resulting from negligent acts or omissions in the administration of your employee benefits programs. Employee Benefits programs can be defined include group life, health, and accident insurance, profit sharing plans, employee stock subscription plans, and workers' compensation, unemployment insurance, social security benefits, disability benefits, etc.

Employers' Liability Insurance - Provides protection for the employer for those bodily injuries, whether accident or disease, sustained by employees in the course of employment, not otherwise covered under workers' compensation law.

Endorsement - An additional piece of paper, which was not part of the original insurance contract, that cites certain terms, conditions, or changes, and which becomes a part of the insurance contract. Additions to personal lines insurance policies are accomplished through the use of riders, which are similar to endorsements.

Employment Related Practices Liability - This insurance defends and pays losses incurred by you for wrongful employment acts. Wrongful employment acts includes alleged acts of discrimination, harassment, negligent hiring and/or inappropriate employment decisions made by you, against employees, both past and present, or an applicant for employment.

Errors & Omissions Liability - This insurance provides defense and pays losses which you are legally obligated to pay for monetary losses incurred by third parties as a result of your wrongful acts (errors or omissions committed solely in the performance of, or failure to perform professional services). Unlike Directors & Officers coverage, which is restricted to those individuals, this coverage is typically written for the corporation or organization.

Excess / Umbrella - This type of liability insurance provides coverage over a single underlying policy, or several different underlying policies. The limits provided by this policy will not respond to the loss until after some specified underlying policies limits are spent, exhausted, or otherwise not available. If underlying limits are not available, and the coverage is not excluded from the Excess/Umbrella coverage, this policy will respond as primary.

Exclusion - A provision in the insurance policy which denies coverage for certain perils, persons, property or locations.

Extra Expense - This insurance is designed to pay for costs in excess of normal operating expenses that are incurred by a business in order to continue operations without interruption after a direct property loss, or in order to minimize the interruption. This coverage is not a substitute for Business Income (Interruption) coverage, as this coverage does not provide any recovery for any loss of income, despite all efforts to continue operations.

Exposure - This term in the insurance field may have several meanings: (1) possibility of loss; (2) a loss potential as measured by type of construction, area or values; (3) a possibility of a loss being communicated to an insurance risk from its surroundings; or (4) the unit of measure of the amount of risk a company assumes (for example 50,000 spectators are a single event).

Fire Damage Legal Liability (Damage to Property Rented to You) - Contained within the Commercial General Liability coverage part, this coverage provides protection for damage to property rented to you (landlord's building), should damage occur as a result of fire. This coverage is provided at a separate limit from the property damage liability limit, typically at a lesser amount.

Fire Insurance - Coverage is provided to protect the insured property from the peril of fire and lightning.

First Aid - Immediate care given to a victim of injury or sudden illness until a more advanced care can be obtained.

First Responder - A person trained in emergency care who may be called upon to provide such care as a routine part of his or her job such as an EMT, Firefighter or Police Officer.

Fleet Policy - An auto policy covering a number of vehicles owned by a single insured.

Floater - A form of insurance that applies to movable property, whatever its location, within the territorial limits imposed by the contract. The coverage "floats" with the property.

Flood Insurance - Coverage against loss resulting from the flood peril, widely available under a program developed in 1968 by the private insurance industry and the federal government.

Garage Liability - Insurance to protect garages, service stations, vehicle rental agencies, car washes, owners of automobile, trailer, or RV vehicle dealerships from liabilities arising out of their business operations and the sale or use of autos, from claims alleging bodily injuries or property damage caused by the operator's negligence.

Garagekeepers' Liability (Garagekeepers Legal Liability) - An insurance contract that protects a garage operators against direct damage or legal liability for damage to vehicles in his care, custody or control caused by specific perils. This coverage is included as part of a garage coverage or as a separate endorsement.

General Liability Insurance - A broad term meaning liability insurance, other than automobile liability or employers' liability, written to cover professional and commercial risks. In respect to commercial liability, various available coverages could cover such risks as premises and operations, contractual liability, products and completed operations. A form of insurance designed to protect owners and operators of businesses from a wide variety of liability exposures. These exposures could include liability arising out of accidents resulting from the premises or the operations of an insured, products sold by the insured, operations completed by the insured and liabilities assumed by the insured through specific types of contracts.

Glass Insurance - Protection for loss of or damage to glass and its appurtenances.

Good Driver Plan - An auto insurance rating program that reflects the insured's accident and traffic violation record as a factor in determining the premium.

Good Samaritan Law - Any person who, in good faith, renders emergency medical care or assistance to an injured person at the scene of an accident or other emergency without the expectation of receiving or intending to receive compensation from such injured person for such service, not constituting gross negligence in the course of such care or assistance.

Gross Negligence - Carelessness which is in reckless disregard for the safety or lives of others, and is so great it appears to be a conscious violation of other people's rights to safety.

Hazard - The presence of a condition that could cause loss or injury to property or persons. For example, smoking in bed increases the chance for loss of property and life resulting from fire.

Health Insurance - There are two major types: Disability income insurance pays for loss of income due to disability; medical expense insurance pays for hospital, doctor and other medical expenses. Both of these generally pay for losses arising from sickness or accidents. Some policies, referred to as "accident policies," do not cover sickness.

Hold Harmless - A promise to pay any costs or claims, which may result from an agreement. Quite often this is part of a settlement agreement, in which one party is concerned that there might be unknown lawsuits or claims stemming from the situation, so the other party agrees to cover them.

Implied Consent - A legal concept that assumes a person would consent to receive emergency care if he or she were physically able to do so.

Improvements and Betterments (Tenants) - Insurance coverage that protects a tenant or lessee of real property against loss as a result of a covered cause of loss, of improvements made by him/her to the real property in which he/she resides. Some property policies use the term "improvements and additions" in describing the coverage.

Indemnity - In general, means reimbursement for loss, but also is used to mean a benefit provided by a policy.

Independent Agents - Independent Agents can sell policies from several different companies. They obtain the insurance from Brokers, Underwriting Facilities or direct from Insurance Companies.

Inland Marine - This insurance coverage (sometimes referred to as a floater) is just property insurance for property loss exposures which cannot be conveniently or reasonably confined to a fixed location or a standard form. This may include movable property, instrumentality's of transportation and communications (such as bridges, roads, piers, and television and radio towers), and the legal liability coverage of bailees. This also includes electronic data processing equipment.

Insurance Brokers - Insurance Brokers work similar to an Independent Agent, however they not only represent insureds, but also place coverage for Independent Agents with Underwriting Facilities or Insurance Companies.

Insurance Companies - Insurance Companies are the insurer and the insurance policy is the contact between your organization and the Insurance Company. For sports and recreation insurance, many Insurance Companies heavily rely on specialized Underwriting Facilities to facilitate the coverage.

Insurance to Value - Insurance written in an amount approximating the value of the property insured.

Insured- A person covered by an insurance policy.

ISO - The abbreviated reference to Insurance Services Office, Inc. . The organization, whose members are insurance companies nationwide, is the largest rating bureau in the United States. ISO is responsible for many lines of insurance, including fire, commercial and personal auto, homeowners, general liability, inland marine, and crime. It handles both personal and commercial lines, as well as both property and liability. The main function of ISO is the development of standardized industry coverage forms and rates.

Kidnap and Ransom Insurance - Written for financial institutions and other corporations, this insurance covers named employees for individual or aggregate amounts paid as ransom, with deductibles requiring the insured to participate in approximately 10% of any loss.

Knowledge of Occurrence - Typically in a policy, this will describe when knowledge of an accident or occurrence is considered to be known to the insured person. Language may read as follows: Knowledge of the occurrence, claim or suit by the agent, servant, or employee of an insured shall not in itself constitute your knowledge unless one of your offices, managers or partners have received notice of the occurrence, claim or suit. Failure by the agent, servant or employee of an insured (other than an officer, manager or

partner) to notify us of an occurrence shall not constitute a failure to comply with the provision in your policy.

Legal Liability to Participants - This coverage typically refers to persons while practicing for, or participating in contests or exhibitions of an athletic or sports nature. The coverage responds to and defends you in a suit being made against you, by a participant in a contest or exhibition (of an athletic or sports nature) which you control, promote, or sponsor.

Liability - The state of being criminally or civilly liable for the actions of yourself, your club, or its members.

Liability Limits - The stipulated sum or sums beyond which an insurance company is not liable to protect the insured.

Limit - The maximum amount of benefit that an insurer agrees to pay in the event of a loss.

Line of Insurance - A type or kind of insurance.

Litigation - The process of a lawsuit.

Liquor Liability - This type of liability insurance provides coverage for bodily injury or property damage for which you may be held liable by reason of:

- Causing or contributing to the intoxication of any person;
- Furnishing alcoholic beverages to a person under legal drinking age or under the influence of alcohol; or
- Violating any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This coverage only applies if you are involved in the following activities:

- Manufacturing, selling, or distributing alcoholic beverages;
- Serving or furnishing alcoholic beverages for a charge, whether or not such activity requires a license or is for the purpose of financial gain or livelihood; or
- Serving or furnishing alcoholic beverages without a charge, if a license is required for such activity.

Loss - An occurrence that is the basis for submission and/or payment of a claim. Losses can be covered, limited or excluded from coverage, depending on the terms of the policy.

Loss Control Representative - Insurance company employee or subcontractor that perform loss control surveys (for underwriting purposes) and prepare written loss control reports that outline their findings. The Loss control representative provides a value added risk control service to the policyholder.

Loss Experience - The loss record of an insured or of a particular class of coverage.

Malpractice Insurance - Coverage afforded to a professional practitioner, such as a doctor or a lawyer, against liability claims for damages resulting from alleged negligence in the performance of the insured's services.

Marine Insurance - (See Inland Marine or Ocean Marine Insurance).

Medical Emergency - A sudden illness requiring immediate medical attention.

Medical Expense Payments - This is a coverage under the General Liability coverage. This coverage will reimburse an injured party for medical and/or funeral expenses incurred as a result of bodily injury or death sustained by accident under the conditions specified in the policy, regardless of whether you are liable or not. The most an insurance company will pay for any one person is the limit specified in the policy.

Medical Payments Automobile Insurance - Coverage, in states which are other than a no-fault state, which pays medical and hospital expenses and the expense of funeral services resulting from an automobile accident, regardless of the liability of the insured. This is a first-party coverage.

Minor - In most states, a person under the age of 18 or 21.

Multi-Peril Policy - A package policy that provides protection against a number of separate perils. Multi-peril policies are not necessarily multiple-line policies, since the combined perils may be all within one insurance line, such as property.

Multiple-Line Policy - A package policy which combines coverages from both the traditional property and liability lines.

Named Perils - Coverage in a property policy that provides protection against loss from only the perils specifically listed in the policy rather than protection from physical loss. Examples of named perils are fire, windstorm, theft, smoke, etc.

Negligence - A tort that deals with the concept of duty of care, preventability, and foresee ability of an incident.

Occurrence - means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Ocean Marine Insurance - Coverage on all types of vessels, including liabilities connected with them, and coverages on their cargoes.

Other Than Collision Coverage - Protection against loss resulting from damage to the insured auto, commonly called "comprehensive auto coverage". Broad coverage is provided and includes protection from such hazards as fire, theft, glass damage, wind, hail and malicious mischief. This is a first-party coverage.

Partial Disability - An impairment that prevents the insured from performing one or more, but not all, important duties of his/her job.

Peril - The cause of a possible loss, such as fire, windstorm, theft, explosion or riot.

Personal Injury Liability Insurance - Protection against liability for damages other than physical injury arising out of false arrest, detention or imprisonment, or malicious prosecution; libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry.

Personal Injury Protection (PIP) - That section (in a no-fault state) of the automobile policy that covers the treatment of injuries to the driver and passengers of an insured's car.

Personal Lines - Types of insurance written for individuals or families, rather than for businesses.

Plaintiff - The party who initiates a lawsuit by filing a complaint with the clerk of the court against the defendant(s) demanding damages, performance, and/or court determination of rights.

Policy - The name generally used to mean the written contract of insurance.

Policyholder - The one who owns the insurance policy. Their name is the one that appears on the Declarations under the title of Named Insured or Policyholder.

Pollution Insurance - This is a coverage that protects an insured from property loss or liability arising from pollution-related damages. Pollution may be the contamination of water, soil, or air by means of solid, liquor or gaseous (vapors, smoke or heat) contaminants.

Pre-Existing Condition - A physical condition that existed prior to the issuance of the insurance policy.

Premises - The buildings, other structures and land where the insurance protection is applicable. It is usually described and defined in the property casualty policy.

Premium - The amount of money charged the policyholder for the insurance policy.

Premium-to-surplus Ratio (P/S) - The ratio of net written premium to surplus. This ratio reflects a company's financial strength and future solvency. The ratio should not exceed 3:1.

Product Liability - The responsibility of manufacturers, distributors, and sellers of products to the public, to deliver products free of defects which harm an individual or numerous persons and to make good on that responsibility if their products are defective.

Professional Liability - There are many occupations and fields of endeavor which are regarded as "professional" in today's society. This coverage is designed to provide protection for liability claims resulting from errors in judgement, breach of duty, failure to conduct one's self to a professional standard of care, act or omission.

Profit or Loss - Underwriting results are combined with investment income, expenses, and taxes to calculate profit or loss. Actual profit results from underwriting profit plus investment income that exceeds losses, expenses, and taxes or from investment income that offsets the underwriting loss, expenses, and taxes. Actual loss results if the investment income does not offset the underwriting loss, expenses, and taxes. Actual losses must be offset by drawing on the company's surplus. Companies offering assessable policies can impose payments on their policyholders to amend the loss.

Proof of Loss - Documentation presented to the insurance company by the insured in support of a claim so that the insurer can determine its liability under the policy.

Property Damage Liability Coverage - Protection against loss from legal action (liability) for damage to the property of others.

Property Insurance - Provides protection against loss or damage to the insured's (your) property, caused by the specified Causes of Loss (perils) as appear in the policy

Property / Casualty Insurance - One of the three (3) larger classifications of insurance (the other two are Life, Health and Accident, and Surety & Bonds). Property and Casualty refers to the group of coverages including Property, Crime, Liability, Auto, Workers' Compensation and Errors and Omissions. This group of coverages is further broken down in to two subgroups, Personal and Commercial insurance. Personal insurance is typically issued to an individual, and includes coverages like Homeowners, Personal Auto and Personal Umbrellas. Commercial Insurance is typically issued to corporations or organizations, or to the individual who owns a business operation, and includes coverages like Commercial Property, Commercial Auto, and Commercial General Liability.

Proximate Cause - The dominate cause of loss or damage; an unbroken chain of events between the occurrence of an insured peril and the damage to property. As an illustration, weather damage occurring from fire-fighting activities is covered under the fire policy because fire was the proximate cause of the loss.

Public Liability Coverage - A generic term meaning insurance to cover risks against liability exposures other than those involving employees, or arising out of the use of autos, aircraft, or watercraft. This is frequently interchanged with the terms General Liability or Commercial General Liability.

Purchasing Group - An entity that offers insurance to a group of homogeneous (similar) businesses with similar exposures or potential for similar exposures.

Rain Insurance (Cancellation Insurance) - Insurance protection against loss due to rain, hail, snow or sleet, which causes cancellation or reduced earnings of an outdoor event.

Rate - A charge per unit in determining insurance premiums.

Reduction - The act of reducing the club or individual's risk by taking steps to either control the potential risk or to finance it (or both).

Reinstatement - The restoration of a lapsed insurance policy to its original provision, being in full force and effect.

Reinsurance - An agreement between insurance companies under which one accepts all or part of a risk or loss of the other. Most primary companies insure only part of the risk on any given policy. The amount varies among carriers. The remainder of the policy limits is covered by reinsurance entities. The less primary risk that a company insures, the more premium it has to pay to the reinsurer to cover the remaining policy limits. In general, smaller companies are able to cover only a relatively small proportion of the liability limit. This results in large premium payments to reinsurers. Larger companies can safely cover a large proportion, thus reducing the payments they must cede to reinsurers, which indirectly reduces the cost of insurance to their policyholders.

Retention - A sum built into a project budget to cover contingent items.

Risk Assessment - A detailed process of analyzing an identified risk to determine the potential financial or other harm that could be caused were this risk not to be addressed. This potential harm should also be weighed against the potential benefits of the action or project ("cost-benefit analysis").

Risk Control - The process putting controls in place on a project to lessen the risk of an incident occurring.

Risk Financing - The act of financing a potential loss through the project, either by building a contingency into the budget or buying additional insurance.

Risk Identification - A detailed process of examining the potential for risk in a project activity.

Risk Management - An organized system of processes and procedures designed to identify risk and use to reduce it in a reasonable manner wherever it is identified.

Risk Purchasing Group - Risk purchasing groups (RPGs) came into existence as a result of the federal Risk Retention Act of 1986. Unlike a risk retention group (RRG), an RPG is not an insurance company but an association of insurance buyers with a common identity (e.g., a medical specialty society) who form an organization to purchase liability insurance on a group basis. Since an RPG purchases coverage from an insurance carrier, no capital contributions are required in order to join. The company from which the RPG

purchases insurance need not be licensed in every state. The purchasing group's insurer must indicate how much premium was generated by the purchasing group in each state on its National Association of Insurance Commissioners' annual statement. Physicians considering purchasing insurance through an RPG should inquire about the strength of the insurance company that provides coverage to the purchasing group.

Risk Retention Group - Risk retention groups (RRGs) came into existence as a result of the federal Risk Retention Act of 1986. That act allows an RRG to form as an insurance company and requires that it follow the insurance laws of at least one state. When first joining an RRG, a physician is typically required to pay a capital contribution in addition to the annual insurance premium.

An RRG is governed by the regulations of the state in which it is domiciled. If an RRG is appropriately capitalized and operated, it can be a viable insurance alternative. As there is less regulatory scrutiny in some states, however, some RRGs are inadequately capitalized and charge inadequate premiums. As a result, insolvencies that imperil the coverage of the insureds have occurred among RRGs.

An RRG must file an annual financial statement with its chartering state and all other states in which it operates. Doctors considering purchasing insurance from an RRG should review that statement. They should also carefully evaluate the degree to which the state in which the RRG is domiciled requires them to meet the high standards of solvency and effective management necessary to ensure that the company is able to fulfill its insurance obligations.

Schedule - A list describing the property or items insured under the policy and the extent which they are insured.

Self-Insurance - A form of risk financing through which a firm assumes all or a part of its own losses. Self-Insurers may purchase insurance to cover excess losses.

Severity - The size of the impact of an incident happening.

Standard of Care - The standard determined that a club or member owes to any individual or group becoming involved in a function or project.

Statute - Act of Parliament or of Provincial or Territorial Assembly. Typical statutes are the Occupiers' Liability Act and the Liquor Act.

Strict Liability - Automatic responsibility (without having to prove negligence) for damages due to possession and/or use of: equipment, materials, or possessions, which are inherently dangerous, such as explosives, wild animals, poisonous snakes, or assault weapons. This analogous to the doctrine of *res ipsa loquitur* in which control, ownership, and damages are sufficient to hold the owner liable.

Subrogation - A principle of law incorporated in insurance policies that enables the insurance company, after paying a loss to its insured, to recover the amount of the loss from another who is legally liable for it.

Theft Insurance - Protection for loss of property due to stealing, including burglary, robbery and larceny.

Third Party - A person who files a liability insurance claim against another person or entity (first party).

Tort - A civil wrong, such as negligence, trespass or defamation. A criminal act may not have been committed for a civil tort action to be started.

Transfer (risk control perspective) - The act of transferring a risky item to another party.

Transfer (risk financing perspective) - The act of transferring the financial responsibility for a potential risk to another party. (i.e. buying insurance)

Umbrella Coverage - (See Excess/Umbrella Coverage)

Underwriter - An employee of an insurance company who is a selector of risks. The underwriter is expected to select business that will produce an average risk of loss no greater than anticipated for the class of business. The term may also be an agent or other field representative who is referred to as a "field underwriter".

Underwriting Facility - Underwriting Facilities usually specialize in one niche of insurance. Both Independent Agents and Insurance Brokers place business with these facilities. Underwriting Facilities are similar to Insurance Companies as they underwrite (determine coverage and cost) as well as issue policies on the behalf of the Insurance Company.

Underwriting Results - The profit or loss of the insurance company, calculated by subtracting from earned premium those amounts paid out and reserved for losses and expenses. Any residual amount is called an underwriting profit. If deductions exceed earned premium, it is called an underwriting loss. Underwriting results do not include investment income.

Unearned Premium - The portion of a property/casualty insurance premium that applies to the unexpired portion of the policy period.

Uninsured Motorists Coverage (UM) - Pays the policyholder and passengers in his/her car for losses sustained by reason of bodily injury, sickness, disease or death caused by the owner or operator of an uninsured automobile or a "hit-and-run" driver.

Uninsured Motorists Property Damage Coverage (UMPD) - Provides coverage to a vehicle involved in an accident with an uninsured motorist. UMPD is similar to "collision coverage", and is not available to those who purchase "collision coverage".

Unintentional Error or Omission - Typically in the policy, this will describe the effect upon the policy of an error, omission or misrepresentation of information on your application, or with information presented at the time of a claim. Language may read as follows:

Any unintentional error or omission in the description of or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

Valuation - The process of determining the company's liabilities under the policy obligations is known as policy valuation. The process of determining the value of the company's investments is known as asset valuation. Minimum valuation standards are usually prescribed by state laws.

Vicarious Liability - A principle of law which holds that a club or principal is responsible for the actions of a member in the event that a loss is sustained if the individual is conducting club business when the incident occurs.

Waiver and Release of Liability - An agreement obtained by an insured from an individual or group whereby they forfeit their rights to take legal action against that insured. An illustration of this would be an individual wishing to participate in a sport might have to sign a "waiver and release" stating they will not sue if they are injured while playing the sport, whether there is negligence or not.

Waiver of Right of Recovery - In the insurance policy, if a claim is paid under the policy, which is also covered by another person, organization, or other insurance policy, the insured or the insurance company has the right to pursue collection of the amount paid, or any portion thereunder, from that other party. A Waiver of Right of Recovery means that the insured has agreed, prior to a claim, that no one will not attempt to collect (sometimes referred to as subrogation) from the other party, any amounts paid under the insurance policy, even if those amounts should have been paid by them or their insurance. If the insurance company has agreed to put the Waiver of Right of Recovery provision in the policy, it typically acknowledges that its right of recovery is forfeited, provided the insured has so agreed with another party to waive their right of recovery. Typical language to this effect can be seen below:

We waive all rights of recovery when you have agreed to waive your rights of recovery when required by a written contract. However, this provision only applies if the written contract was executed prior to the date of the occurrence.

Weekly Indemnity - The insurance will pay, after an established waiting period, an agreed weekly sum for lost wages incurred by person (if at the time of the injury they were gainfully employed), if they are unable to work as a result of injuries incurred during an activity, operation or event of yours.

Workers' Compensation- A system (established under state laws) under which employers provide insurance for benefit payments to employees for their work-related injury, death and disease regardless of fault. Not to be mistaken as health insurance. This coverage form provides coverage in two ways; (1) compensation for the employee for job-related injuries, irregardless of negligence, and (2) protection (Employers Liability) from liability suits brought by workers against the employer.

APPENDIX

The following forms, checklists and waiver may be utilized to assist your organization in implementing your risk management program. These forms may be modified to suit your organizations individual needs.

Basic Facility Checklist	Yes	No	N/A	Comments
Parking lot in good condition				
Exterior lighting				
Any hazards				
Building entrances/exits				
Ramps, stairs, walkways in good condition				
Washrooms, clean and sanitary				
Showers, clean and sanitary				
Handicapped accessible				
First Aid kit accessible and stocked				
Fire extinguisher				
Water available				
Emergency phone numbers posted				
Phone accessible				
Surfaces free of debris				
Doors accessible				
Exits accessible				
Lighting adequate				
Emergency exit lights				
Mats in good condition				
Bleachers in stable condition				
Benches in good condition				
Athletic equipment inspected				
Spectator area provided and in good condition				

Risk Control Tasks to be Completed: Facility Management	Yes	No	N/A
General:			
Arrange for annual inspections by qualified individuals or companies to ensure the facility or property is in safe condition			
Carry out regular maintenance to all major and minor components			
If the facility is a park or building, ensure that grounds, access, and vegetation are properly maintained			
Ensure that all current fire codes are met and that all alarms and fire protection equipment are serviced and serviceable			
Ensure that kitchen and bathroom facilities are clean and sanitary and that equipment is safe			
When Holding an Event: Prior to			
Sign an agreement with the owners of the facility where the contract outlines the responsibilities of both parties			
Obtain appropriate licenses for the event taking place			
Ensure all entrances and exits are free of obstructions			
Post signs indoors "Floor Slippery When Wet" if it has been raining outside			
Check all tables and chairs and other loose furnishings within the facility and remove any unsafe or defective items			
During the Event:			
Ensure that all fire exits are clearly marked and unobstructed			
Ensure all electrical wires or devices do not obstruct patrons			
If the event is held in the winter, ensure all entrances and sidewalks are cleared and salted and post signs indoors "floor slippery when wet". Ensure that all water areas are kept as dry as possible by mopping up the wet area			
Should any drink spill on the floor, mop up the liquid immediately to proven anyone from slipping or falling			
Should anyone be acting in an unsafe manner advise in individual to refrain or other wise leave the premises			
Should the event be held outdoors, ensure the public maintains a safe distance from any potentially dangerous equipment, natural features, or obstacles and post signs to identify any potential dangers			
After the Event:			
When the event is over check all tables, chairs, and equipment to ensure that all is returned in good repair. Identify any equipment that was damaged and complete an incident report form			
Financial Controls:			
Contact insurers as far ahead of time as possible with a calendar of upcoming events involving the facility			
Ensure that a facility maintenance reserve fund is established to ensure that the cost of periodic maintenance and component replacement is dealt with			

Risk Control Tasks to be Completed: Swimming Pools	Yes	No	N/A
Involved in Construction or Operation of Pool or Water Park			
Ensure that the swimming pool or water park meets all local construction codes that were in place at the time it was constructed			
Consider conducting frequent upgrades to ensure that the most recent codes are met			
Arrange for annual inspections by qualified individuals or companies to ensure that the swimming pool or water park is in safe condition			
Carry out regular maintenance to all major and minor components			
Ensure that the grounds, access, and vegetation are properly maintained, are clean, sanitary, and that the entire facility is safe			
Minimum Standards for the Operation of Swimming Pools			
All swimming pools are to be completely fenced. Check with local officials for the appropriate height and other requirements not listed			
All fenced-in swimming pools are to have a gate that locks securely			
Clearly mark the depth of the pool. Markings that indicate safe jumping and diving areas are advisable			
Keep safety equipment nearby including reaching and throwing aids. Keep at least one pole long enough to reach halfway across the pool			
Lock chemical supplies in a secure area			
Lighting fixtures in or around the pool should be insulated with non-conducting material			
Ensure that adequate supervision and qualified lifeguards are on duty at all events.			
Appropriate rules of conduct, behaviors, health, and safety should be established and posted			
Post signs identifying times of operation of the pool			
Finance Controls			
Contact insurers to ensure that the facility is registered in your area, owned and operated from within, or by another party			
Ensure that a facility management reserve fund is established to ensure that the cost of periodic maintenance and component replacement is dealt with over a manageable time frame			

Risk Control Tasks to be Completed: Sporting Events	Yes	No	N/A
Prior to the Event:			
Ensure that the event location meets local safety codes			
Consider conducting frequent upgrades to ensure that local codes are met			
Arrange for annual inspections by qualified individuals or companies to ensure the event location is in safe condition			
Carry out regular maintenance to all major and minor components			
Ensure that grounds, access, and vegetation are properly maintained, are clean and sanitary and that the entire event is safe			
Ensure that there are sufficient washroom facilities at the event location			
Ensure that sufficient safety and traffic controls are in place at the event location			
Participation waivers are encouraged and must be signed by persons of legal age (or parent or guardian where the participant is a minor)			
Obtain certificate of insurance from third party promoting or organizing the event or from sanctioning organization			
Ensure that an effective risk transfer agreement is in place, holding the club harmless from any potential liability emanating from the event. Consult qualified legal counsel to ensure that such an agreement is in place.			
Finance Controls			
Contact insurers <u>at least four weeks prior to event</u> to ensure that the event is registered with your insurer			
Additional liability insurance riders may be purchased if deemed necessary			
If you own or operate the event location, ensure that a facility management reserve fund is established to ensure that the cost of periodic maintenance and component replacement is dealt with over a manageable time frame			

Risk Control Tasks to be Completed: Facility and Equipment Rentals	Yes	No	N/A
Prior to the Rental:			
All facility or equipment rentals should be formalized by a written rental permit (this does not necessarily have to be a complex legal document- it must simply outline the basic elements of the agreement)			
Ensure that the facility and/or equipment meets local safety codes and Public Health Standards			
Arrange for annual inspections by qualified individuals or companies to ensure that the facility/equipment is in safe condition			
Consider conducting frequent upgrades to ensure that the most recent codes are met			
Carry out regular maintenance to all major and minor components			
Ensure that grounds, access, and vegetation are properly maintained, are clean and sanitary, and that the entire facility and equipment are safe			
Work with the municipality or body that operates the facility to ensure that the body carries out the safety checks noted above			
Ensure that an effective risk transfer agreement is in place, holding the club harmless from any potential liability emanating from the use of the facility and/or equipment. Consult qualified legal counsel to ensure that such an agreement is in place			
Ensure that the renter provides proof of insurance of the facility or equipment, adding your club as an additional insured			
Finance Controls			
If your organization owns or operates the facility, ensure that facility management reserve fund is established to ensure that the cost of periodic maintenance and component replacement is dealt the over a manageable time frame			

Risk Control Tasks to be Complete: Special Events	Yes	No	N/A
Risk Control			
Ensure that the event meets the safety and other requirements deemed appropriate by the authority granting the permit for the event			
Ensure that the grounds, access, and vegetation are properly maintained, are clean and sanitary, and that the entire event location is safe			
Ensure that sufficient washroom facilities are provided			
Work with event organizers, police, and other authorities to ensure that there are adequate traffic, participant, and spectator controls in place			
Work with event organizers, fire department, and other emergency response teams to ensure that an effective emergency action plan is in place			
Ensure that all event participants and performers have sufficient insurance or participation waivers in place and that they provide proof of same to the event organizer, naming your club as additional insured			
Ensure that an effective risk transfer agreement is in place, holding the club harmless from any potential liability emanating from the use of the event location. Consult qualified legal counsel to ensure that such an agreement is in place			
Finance Controls			
Contact insurers <u>at least four weeks prior to the event</u> to ensure that the event is registered in your insurers files			
Additional liability insurance riders maybe purchased if deemed necessary			
If your club owns or operates the event location, ensure that a facility management fund is established to ensure that the cost of periodic maintenance and component replacement is dealt with over a manageable time frame.			

Risk Control Tasks to be Completed:	Yes	No	N/A
Festivals/Parades/Performances			
Risk Control			
Ensure that the event meets the safety and other requirements deemed appropriate by the authority granting the permit for the event			
Ensure that grounds, access, and vegetation are properly maintained, are clean and sanitary, and that the entire event location is safe			
Ensure that sufficient washroom facilities are provided			
Work with event organizers, police, and other authorities to ensure that there are adequate traffic, participant, and spectator controls in place			
Ensure that all event participants and performers have sufficient insurance or participation waivers in place and that they provide proof of same to the event organizer, naming your club as additional insured			
Ensure that an effective risk transfer agreement is in place, holding the club harmless from any potential liability emanating from the use of the event location. Consult qualified legal counsel to ensure that such an agreement is in place			
Finance Controls			
Contact insurers at least four weeks prior to the event to ensure that the event is registered in your clubs files			
Additional liability insurance riders may be purchased locally if deemed necessary			
If your club owns or operated the event location, ensure that a facility management fund is established to ensure that the cost of periodic maintenance and component replacement is dealt with over a manageable time frame			

Risk Control Tasks to be Completed: Trips/Tours/Travel	Yes	No	N/A
Risk Control:			
Work with the trip/tour operator to ensure that it has sufficient insurance or participation waivers in place and that it provides proof of same to the club's event chair, naming your club as additional insured			
Ensure that all participants in the trip/tour signs a participation waiver			
If your club owns or operates the vehicle involved in the trip/tour, ensure that sufficient insurance coverage is in place for the vehicle			
Ensure that an effective risk transfer agreement is in place, holding the club harmless from any potential liability emanating from the trip/tour. Consult qualified legal counsel to ensure that such an agreement is in place			
Finance Controls			
Contact insurers <u>at least four weeks prior to the event</u> to ensure that the even is registered in your insurers files			
Additional liability insurance riders may be purchased if deemed necessary			

Risk Control Tasks to be Completed: Courses/Clinics/Trade Shows	Yes	No	N/A
Risk Control:			
Ensure that the course/clinic/trade show is conducted by individuals professionally qualified to deliver the instruction or information contained in the presentation			
Work with your club to ensure that an effective risk transfer agreement is in place, holding the club harmless from any potential liability emanating from the course/clinic. Consult qualified legal counsel to ensure that such an agreement is in place			
Finance Controls			
Contact insurers at least four weeks prior to the event to ensure that the event is registered in your insurer's files			
Additional liability insurance riders may be purchase if deemed necessary			

(Name of Organization)
Code of Conduct for Participants

Participation in (your activity/organization) should demonstrate high standards of ethics and sportsmanship and promote the development of good character and other important life skills. The highest potential of teamwork is achieved when participants are committed to pursuing success with honor according to six core principles: trustworthiness, respect, responsibility, fairness, caring, and good citizenship (the "Six Principles of Character"). This Code applies to all participants involved in (your activity). I understand that, in order to participate in (your activity), I must act in accord with the following:

TRUSTWORTHINESS

1. *Trustworthiness* — be worthy of trust in all I do.

Integrity — live up to high ideals of ethics and sportsmanship and always pursue success with honor; do what's right even when it's unpopular or personally costly.

Honesty — live and compete honorably; don't lie, cheat, steal, or engage in any other dishonest or unsportsmanlike conduct.

Reliability — fulfill commitments; do what I say I will do; be on time to practices, games, and events.

Loyalty — be loyal to my organization and team; put the team above personal glory.

RESPECT

2. *Respect* — treat all people with respect all the time and require the same of other participants.

3. *Class* — live and play with class; be a good sport; be gracious in success and accept defeat with dignity; give fallen opponents help, compliment extraordinary performance, show sincere respect in all aspects of my participation.

4. *Disrespectful Conduct* — don't engage in disrespectful conduct of any sort including profanity, obscene gestures, offensive remarks of a sexual or ***racial*** nature, trash-talking, taunting, boastful celebrations, or other actions that demean individuals or the activity.

5. *Respect Officials* — treat contest officials with respect; don't complain about or argue with official calls or decisions during or after an athletic event.

RESPONSIBILITY

6. *Importance of Good Judgment* — practice reasonable and logical manners in all situations representing the organization.

z. Role-Modeling — remember, participation is a privilege, not a right. I am expected to represent my organization, coach or director, and fellow participants with honor, on and off the field. Consistently exhibit good character and conduct yourself as a positive role model. **Suspension or termination of the participation privilege is within the sole discretion of the organization.**

8. *Self-Control* — exercise self-control; don't fight or show excessive displays of anger or frustration; have the strength to overcome the temptation to retaliate.

9. *Healthy Lifestyle* — safeguard your health; don't use any illegal or unhealthy substances including alcohol, tobacco, and drugs, or engage in any unhealthy techniques to gain, lose, or maintain weight.

10. *Integrity of the Game* — protect the integrity of the game; don't gamble. Play the game according to the rules.

FAIRNESS

11. *Be Fair* — live up to high standards of fair play; be open-minded; always be willing to listen and learn.

CARING

12. *Concern for Others* — demonstrate concern for others; never intentionally injure any participant or engage in reckless behavior that might cause injury to myself or others.

13. *Teammates* — help promote the well being of teammates through positive praise and encouragement, or by reporting any unhealthy or dangerous conduct to coaches or directors.

CITIZENSHIP

14. *Play by the Rules* — maintain a thorough knowledge of and abide by all applicable game and competition rules.

15. *Spirit of rules* — honor the spirit and the letter of rules; avoid temptations to gain competitive advantage through improper gamesmanship techniques that violate the highest traditions of sportsmanship.

I have read and understand the requirements of this Code of Conduct. I understand that I'm expected to perform according to this code and I understand that there may be sanctions or penalties if I do not.

Participant Signature _____ Date _____

ATHLETIC CONSENT FORM

Name of Participant: _____

Address: _____

Name of Camp, Clinic, League or Event: _____

I, the undersigned, hereby acknowledge that certain risks of injury are inherent to participation in recreational activities and athletic activities. These risks and dangers may be caused by the action, inaction or negligence of the participant or others. There may be other risks not known or reasonably foreseeable at this time.

I, the undersigned accept and assume such risks and responsibility for the losses and/or damages following such injury, however caused, and whether caused in whole or in part by the negligence of the Participant named above.

I have thoroughly read the information brochure and understand the intensity of the given activity. If the above Participant has a temporary restriction (sickness, sprain or soreness) I will inform the appropriate instructor on a daily basis in writing.

Having read the above statement I am aware of the inherent risk of injury involved in athletic participation. Finally, I understand that in accepting the risks associated with athletic participation I will also share the responsibility of minimizing those risks.

Signature of Parent/Guardian

Date

EMERGENCY CONTACT FORM

Participant Information

Last Name	First Name	Middle Initial
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Male _____ Female _____

Date of Birth _____

Emergency Contact #1

Last Name	First Name	Middle Initial
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Phone Number _____ Relationship _____

Emergency Contact #2

Last Name	First Name	Middle Initial
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Phone Number _____ Relationship _____

Emergency Contact #3

Last Name	First Name	Middle Initial
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Phone Number _____ Relationship _____

Release and Waiver of Liability and Indemnity Agreement (Read carefully before signing)

In consideration of being permitted to participate in any way in the _____ Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below _____ activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/WE fully understand and acknowledge that:

(a) There are risks and dangers associated with participation in _____ events and activities, which could result in bodily injury _____ partial and/or total disability, paralysis and death.

(b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be _____ severe.

(c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or _____ negligence of others, including, but not limited to, the Releasees named below.

(d) There may be other risks not known to us or are not reasonably foreseeable at his time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the _____ facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the _____ event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the _____ facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee" ...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT (S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money, which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____ Facility

Parent or Guardian Signature (if minor)

Parent or Guardian Signature (if minor)

Printed Name of Participant

Address of Participant

Received by

_____	<i>Registrar Signature</i>	<i>Printed Name</i>	<i>Member #</i>
<i>Region on File</i>	<i>Date</i>		

The Sports and Recreation Providers Risk Management Association, Inc.

Mission Statement

The Sports and Recreation Providers Risk Management Association is a not-for-profit organization whose purpose is to provide effective tools for managers, directors and coaches to present sports and recreational activity in a safe and positive environment.

The Sports and Recreation Providers Risk Management Association is a non-profit charitable organization created in 2004 to assist the sports and recreation industry. The Association not only assists managers, directors and coaches with risk management but also has established funding for those in need. Through tax-deductible contributions, the Association will provide needy parks, camps, athletic and other recreational organizations the financial basis to promote activities in a safe and positive environment. Whether through a monetary gift or the acquisition of proper equipment, the Association continues to act as a vehicle to raise money for the promotion of sports and recreational activities.

The Sports and Recreation Providers Risk Management Association, Inc.
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