Rotary International

U.S. Rotary Clubs and Districts Liability Insurance Program

Loss Prevention Strategies

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Throughout the document the U.S. Rotary Club and District Liability Insurance Program is referred to as "Program". References to coverage under the Program are always subject to policy terms and conditions. Quick Links refers to the section on Gallagher's Insight Website.

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EVENTS WITH AIRCRAFT ACTIVITIES

UNDERSTANDING THE INSURANCE COVERAGE

The Program does not provide coverage for:

• Liability arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured.

Aircraft is defined as **any** vehicle which is able to fly by being supported by the air. This includes drones, hot air balloons, gliders, airplanes and helicopters.

Note: Because there is no coverage for aircraft liability, if your Rotary club/district is involved in events with aircraft activities, you should seek advice from an insurance professional on how to properly protect your club/district from claims and lawsuits that may arise from those activities, including the possibility of purchasing aircraft liability or non-owned aircraft liability insurance with a minimum limit of \$5,000,000. Consult with a local aviation/special event broker.

LOSS PREVENTION STRATEGIES

Please consider the following:

- Have a written contract with all aircraft owner/operators and other vendors involved with the event which includes indemnification and liability insurance coverage naming your Rotary club/district and the premises owner as an additional insured on their insurance policy.
- When your Rotary club is required to provide additional insured status to another party, such as the facility where the event is being held, "flow down" that same requirement to your club's vendors (or any other party your club contracts with) - the vendor would be required to name the facility as an additional insured on their general liability policy (as well as your Rotary club's policy).
 - Example Your Rotary club obtains a permit from the city for your event involving aircraft. The city requires that your club carry \$10M in general liability insurance and name the city as an additional insured. Require \$10M from the aircraft owner and have your club and the city named as an additional insured.
- Every aircraft participating in the event should (1) provide evidence of \$10M in aircraft liability insurance (2) name your club and the city as additional insureds for the event.



- All aircraft passengers should sign a waiver releasing the Rotary club/district, any other event organizers, and the
 property owners of any liability. See Loss Prevention Waivers and Release for sample language and seek the
 advice of local legal counsel.
- Purchase a special event liability policy that includes coverage for aircraft with a minimum limit of \$5,000,000.

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 The specific exclusion in the general liability insurance policy (Form 02/11 LX9641) is listed below:

SECTION 1 – COVERAGES

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any Insured. Use includes operating and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured."

See the general liability policy to review the entire exclusion.

SERVING ALCOHOL/LIQUOR AT EVENTS

UNDERSTANDING THE INSURANCE COVERAGE

The U.S. Rotary Clubs & Districts Liability Insurance Program ("Program") provides general liability coverage to all active U.S. Rotary clubs and districts for liability arising out of bodily injury and property damage to a third party, subject to policy terms and conditions. Liquor liability is included.

LOSS PREVENTION STRATEGIES

Please read these guidelines as you are planning your event:

- Review and adhere to local, state and federal statutes regarding the sale and consumption of alcohol. You may also need to obtain a special license or permit from a local government agency to serve alcohol during your event. Some municipalities require training of volunteers as part of the license or permit process.
- Confirm with the premises owner that serving alcohol is permitted and inquire about any additional requirements that may be necessary (i.e. licensed bartender, someone checking identification, or extra security personnel).
- Create controls to ensure intoxicated and underage patrons aren't served and
 develop a written strategy for handling intoxicated persons. Use a handstamp or tickets to limit consumption to a
 reasonable number of drinks per person.
- Consider posting signage to discourage drinking and driving. Include the phone number of a local taxi company
 or encourage the use of Uber or Lyft.
- Assist intoxicated patrons in making travel arrangements with local transportation providers.
- Determine who will be serving the alcohol (i.e. volunteer, third party vendor). If a third party vendor is used, make sure the contract with that vendor contains contract provisions which transfer the risk to that vendor.
 - Such provisions should include indemnification and requiring the vendor to name your club/district as an Additional Insured on the vendor's general liability insurance policy, which includes liquor liability.
- Require Rotarians and volunteers serving alcohol during Rotary sponsored events to complete an alcohol server
 intervention program such as TIPS (<u>www.gettips.com</u>) to reduce potential losses arising from the sale of alcoholic
 beverages.
- Do not allow patrons to serve themselves; avoid having self-serve kegs, pitchers of alcohol and/or coolers of alcohol.
 - Avoid "Open Bars" Consider using drink tickets and limit the number of tickets per person.



- Limit consumption to a designated roped-off area. Inspect the event site to find and eliminate trip & fall hazards as statistics show these types of claims increase at events with alcohol.
- Set a "Last Call" an hour or two before the event ends to limit the probability of an intoxicated person driving on the road.

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ATHLETIC EVENTS AND ACTIVITIES

UNDERSTANDING THE INSURANCE COVERAGE

The Program does not provide coverage for:

Medical Payments Coverage. The general liability policy excludes medical payments for persons injured while
practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

LOSS PREVENTION STRATEGIES

Many Rotary clubs/districts are involved in various types of athletic activities which have the potential to result in a liability claim for bodily injury. Sports have an inherent degree of risk for the participants. It is important that clubs/districts participating in or sponsoring such activities understand the general liability insurance coverage afforded under the Program and implement the appropriate loss prevention techniques to reduce the potential for a claim. To ensure the safety of volunteers, participants, bystanders, and property, please consider the following loss prevention strategies:

Participants

- Prior to the event, all participants should sign a waiver and release form releasing the Rotary club/district, other event organizers, and the property owner(s) of any liability. This could minimize the club/district's potential liability and exposure to loss.
 - Please seek the advice of local legal counsel when working with waiver or release forms.
 - The waiver and release form for volunteers and participants under 18 years of age should be signed by the parent or legal guardian.
 - A copy of all waivers and releases signed by participants should be kept on record with the club/district, even after the event has occurred.
 - Review Loss Prevention Waivers and Releases for further details.



- Ensure that participants are aware of the experience, skill, and fitness levels required for the event/activity. Participants who are not medically fit for the activity should not be allowed to participate.
- Where appropriate place participants (especially youth) into groups according to skill level, weight, physical and mental maturity.
- Encourage participants and volunteers to be properly dressed and prepared for outdoor elements (cold and hot), as well as to wear comfortable and appropriate footgear.
- Ensure that all participants have appropriate protective equipment that is properly sized and adjusted to participants. Equipment must be in good condition with no sharp or dangerous edges.
- Equipment should be checked regularly before and after use and should be repaired/replaced/discarded as necessary.
- Encourage participants to stretch before and after engaging in any physical activity.

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Event Planning and Emergency Preparedness

- Have a written contract with vendors and other sponsors involved in the event. Contractually require the vendor to
 carry general liability insurance with your Rotary club/district named as an Additional Insured on their general liability
 insurance policy and provide your club/district with a certificate of insurance.
- Make sure the chosen venue is able to accommodate the anticipated number of participants and spectators to avoid overcrowding.
- Establish a safety committee and partner with the appropriate local public safety authorities. Determine how you will
 communicate with safety and security members throughout the event.
- Provide safety training so that everyone involved knows what to look for and how to respond in an emergency. Local
 authorities may be able to provide safety training for free.
- Establish a well-coordinated plan for emergencies. Ask participants to provide emergency contact information as part
 of the registration process. Consider having an adult supervisor trained and certified in first aid techniques as part of
 your safety committee. Have medical personnel on hand with the appropriate equipment in the event of an emergency.
- **Inspect the premises before, during, and after the event**. Involve the property owners' supervisory or maintenance personnel. Clear the area of potential problems, such as broken glass, nails, divots, rocks or uneven areas.
- Select a location, time, and date that is appropriate for the event/activity to help avoid the possibility of bodily injury or property damage.
- Monitor the weather closely to ensure that the event/activity is conducted under safe conditions. Develop a plan to determine when to cancel practices, games or events due to unfavorable weather.
- Take frequent water breaks and have extra water on hand, especially in high temperatures, humidity, or altitudes. Set up refreshment stations along the route. Have shade and rest areas available.



Running Events

- Work with local authorities and/or property owners to determine the best route. Publicize the route in advance along with the estimated start and end times.
- Keep the routes clear of vehicle traffic and other pedestrians. Use local law enforcement to block streets intersecting with the route and to direct traffic elsewhere. Clear the route of all parked vehicles the night before the event.
- Assign a lead vehicle to precede the participant by 1/8th of a mile and a "sweep" vehicle to trail the last participants by the same distance.
- If applicable, select a responsible race marshal crew to help ensure event safety.

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AUTOS

UNDERSTANDING THE INSURANCE COVERAGE

The Program provides non-owned and rented auto liability coverage to U.S. Rotary clubs and districts for liability arising from the use of non-owned and rented autos in the course and scope of insured activities. Coverage is provided for third party bodily injury and property damage claims only. The coverage for insured entities is **excess over any other insurance** available to the driver and excludes coverage for the vehicle being driven - physical damage (comprehensive and collision).

- This excess coverage protects the Rotary club/district (not the driver or auto owner) when the auto owner or driver's
 primary policy limits are insufficient or have been exhausted.
- The Program does **not** provide coverage for *the vehicle itself* the auto operated by the Rotary club/district
- If your club or district rents an auto, appropriate insurance should be secured through the rental agency.
- If your club or district borrows an auto, the auto owner's insurance provides primary coverage.

Rotarian/Volunteer Owned Autos

- Rotarians and volunteers using their personal autos in the course and scope of insured activities must carry appropriate auto liability insurance limits
- The auto owner's auto liability or any other available insurance policy would provide primary insurance coverage should an accident occur. The Program does not provide any insurance coverage to the auto owner.



Rotary Club/District Owned Autos

- The Program does not provide coverage for liability arising from automobiles owned by a Rotary club/district. Autos
 include cars, buses, trailers, ambulances, fire trucks, and any other vehicles subject to motor vehicle law.
- If your club or district owns an auto, you must secure appropriate liability and if desired, auto physical damage insurance (comprehensive and collision coverage).

Rented Autos

Rentals by a club or district (including on behalf of Interact, RYLA, Rotaract, etc.) should elect the appropriate insurance
coverage through the rental agency. The Program provides excess coverage of rented (and non-owned) autos, above
any other valid and collectible insurance on the rented auto. There is no coverage for physical damage to a rented auto
operated by a Rotary club or district.

Coverage Territory

- Coverage for non-owned and rented auto liability **only** applies in the United States, its territories and possessions, and Canada. *There is no coverage in Mexico or any other country*.
- When using an auto within the course and scope of insured activities, be aware of the law where you are traveling

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LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan:

- The owner and/or driver of the vehicle should understand what insurance coverage is available to your club/district; and understand the limitations of the coverage provided under the Program.
- Create guidelines for those driving in the course and scope of club or district activities



- Allow only experienced drivers with clean driving record to operate rented or borrowed autos in the course and scope of insured activities
- Ask drivers (Rotarians and volunteers) to provide proof of valid drivers' license and current vehicle registration
- Require that no mobile devices will be used while driving
- Limit driving in dangerous weather conditions
- Limit the number of passengers when using personal autos
- Avoid using 15-passenger vans, which are statistically more likely to rollover
- Check safety records of autos you are planning to use in the course and scope of insured activities.
- When working with youth, follow the guidelines in the Youth Protection Guide.

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BUILDING AND MAINTENANCE OF PARKS AND PLAYGROUNDS

UNDERSTANDING THE INSURANCE COVERAGE

The Program does not provide coverage for:

Damage to property in the care, custody and control of an Insured. This includes, but is not limited to, equipment, personal property, and vehicles that are owned, borrowed, or rented.

Over the years, Rotary clubs have been named in lawsuits, which arose from situations when children and adults were injured on playground equipment and park structures which were purchased and/or donated by a Rotary club (but were no longer maintained by that Rotary club).

Potential injuries associated with playgrounds include injuries due to:

- Falling out/of the playground equipment;
- Defective playground equipment;
- Poorly maintained equipment or outdated equipment that has exposed or loose nails, loose chains, jagged or protruding parts.



LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan:

- If your club plans a playground project (renovation or construction), whenever possible, hire a professional company to
 design and build a playground that follows national safety standards.
- The play areas should be designed in a way to allow an adult to clearly see kids while they are playing on all the equipment.
- Have a plan in place for after the playground is constructed or renovated who will be responsible for maintenance?
 - Whenever possible, transfer the responsibility for maintenance to the city or municipality or contract with a company to manage the maintenance.
 - Ensure there is a written agreement listing the responsibilities of each party and include appropriate indemnification and insurance language.
 - o If contracting with a company require general liability insurance with your club/district included as an Additional Insured.
 - Your contracts and/or agreements should be reviewed by an attorney.
- Playground equipment checks should be scheduled and performed regularly (visual and written, with a checklist). Have a
 qualified person inspects the playground. Federal and state agencies may be resources for material on safety standards.
- Review and comply with all label restrictions and warnings on the playground equipment (weight, weather conditions, and other restrictions). Clearly mark and post appropriate warning signs.
- Check playground for tripping hazards such as exposed concreate footings, tree stumps and rocks.
- Check playground for dangerous hardware such as open "S" hooks or protruding bolt ends, sharp points or edges.

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- Make sure elevated surfaces, like platforms and ramps, have guardrails to prevent falls.
- Repair playground equipment as soon as you become aware of the damage/problem. Clearly mark and restrict access to the equipment awaiting repair.
- Wood equipment should be free of splinters, large cracks, or deterioration.
- There should be no loose ropes on playground equipment.
- If there is a body of water such as swimming pool, fountain, or water retention pond nearby, erect a barrier between the children's playground and that body of water.
- If possible, enclose the playground area with a fence to keep children within the safe area, keep intruders out, and make play supervision easier.

RESOURCES

- National Program for Playground Safety http://www.playgroundsafety.org/standards
- National Safety Council Playground Safety http://www.nsc.org/learn/safety-knowledge/Pages/news-and-resources-playground-safety.aspx
- Safe Kids Worldwide https://www.safekids.org/playgroundsafetv
- Public Playground Safety https://www.cpsc.gov/s3fs-public/325.pdf

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CONSTRUCTION PROJECTS

UNDERSTANDING THE INSURANCE COVERAGE

The Program does not provide coverage for:

- Bodily injury or property damage sustained by a first party insured, such as a Rotarian or volunteer. All Rotarians and volunteers are expected to have their own health and property insurance.
 - Note: Your club/district may want to explore the possibility of obtaining accident coverage or a worker's compensation policy to cover injuries to volunteers while working on the project.
- Damage to property in the care, custody and control of an Insured. This includes, but is not limited to, the property being constructed, equipment, personal property, and vehicles that are owned, borrowed, or rented.
- Liability arising from professional services. These include, but are not limited to, architects, engineers, surveyors, etc.

LOSS PREVENTION STRATEGIES

Please review as you plan your events:

- Review and adhere to local, state and federal regulations such as OSHA and the National Fire Protection Association. You may also need to obtain a special license or permit from a local government agency.
- Have a written contract/agreement in place with each party involved in the project, including the property owner, contractors, and subcontractors. The contract/agreement should outline each party's duties and responsibilities, including indemnification and insurance. See Loss Prevention – Contract Best Practices for information regarding indemnification and sample language.
- The contractors and subcontractors should be contractually required to carry general liability insurance and name your Rotary club/district, other organizing entities, and the property owner(s) as an Additional Insured on their insurance policy. Require proof (certificate of insurance) that such coverage exists and Additional Insured status is being provided to your club/district.
 - Require all contractors and subcontractors providing professional services to provide evidence of their professional liability insurance covering the services they are performing during the project.
- Have local legal counsel draft and review all legal documents your club/district enters into, such as contracts and waivers.
- If borrowing another party's personal property, be sure your club/district agrees in writing that you will not be responsible for damage to that property while in your control.
- Provide volunteers with the appropriate equipment and personal protective gear required to complete the project.
- Inspect all power tools, hand tools, ladders, and scaffolding before use. Clean tools if need be. Do not use
 defective tools. Do not allow the usage of tools without guards or other safety devices that have been tampered with or
 removed.

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- Ensure that all volunteers are properly trained to perform their assigned tasks and use the applicable equipment.
- All participants/volunteers should sign a waiver releasing the Rotary club/district, other organizing entities, and the
 property owner of any liability. Sample language can be found on the Loss Prevention Waivers & Releases.
- Minors under the age of 18 should not operate power tools, work with hazardous materials, or work from elevated platforms, such as ladders or scaffolds.
- Use quality materials and tools from reputable retailers/distributors/manufacturers. Follow the manufacturer's guidelines to ensure that products are used as intended, especially when working with any power tools.



- Block access or clearly mark floor and wall openings that could potentially cause a serious slip and fall injury. Use sturdy covers for floor openings that can support anticipated weight loads.
- Ensure the construction area is properly secured when not in use.
- Keep the worksite clean and allow enough space for everyone to move around comfortably.
- The supervisor(s) should monitor work performed on an ongoing basis to ensure quality and safety.
- Inform everyone where the first aid kit is located and how to get emergency help.
- Establish a well-coordinated plan for emergencies and have participants provide emergency contact information.
 Injuries need to be immediately reported to the supervisor(s) and to RI Risk Management
- Ladder safety. The danger in using a ladder is not only falling from it, but having objects fall on you.
 - Inspect the ladder before use.
 - Do not carry tools or materials up the ladder. Have someone hand the items to you.
 - Never use an aluminum ladder near electrical lines.
 - Never use a ladder outdoors during inclement weather or on windy days.
 - Use the appropriate size ladder and place the ladder on solid ground.
 - Never allow a person to use a ladder unassisted.
- Maintenance Responsibilities. The contract with the property owner should specifically state who is responsible for the maintenance of the property once the project is complete.
 - Note: There have been several claims arising from maintenance issues after a completed construction project; therefore, it is highly recommended that the property owner assumes this responsibility.
 - Develop and document a maintenance schedule. Clearly communicate the maintenance plan to those responsible to make sure they understand how to maintain the property after work is completed.

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CONTRACT BEST PRACTICES

UNDERSTANDING THE INSURANCE COVERAGE

When working with vendors, co-organizers, contractors, or professional service providers, well written contracts (with assistance from an attorney) clearly define each party's roles and responsibilities and help protect your club/district from being responsible for liability arising from other entities' actions and responsibilities. The contract should include indemnification and insurance requirements to protect your club/district.

1. INDEMNIFICATION. Indemnification language is used in a contract to require one party to compensate the other party for harm or loss. Your club's indemnification of another party should be for your club/district's negligence only; you should not agree to take on responsibility for the acts or omissions of other parties, which you do not and/or cannot control. Indemnification language in contracts is separate from insurance. When your club/district agrees to indemnify another party, your club/district should understand the extent of your indemnification because when your club/district signs the agreement, it is your club/district, not the insurance company, that is agreeing to indemnify (make whole) the other party. If there is insurance coverage under the Program, the insurance company will pay for the loss; if there is no coverage under the Program, your club/district will still be responsible for paying for the loss. Again, your club should indemnify another party for your club/district's negligence only; not for what your club/district does not and/or cannot control.

Sample indemnification language:

To the fullest extent permitted by law, the *Contractor/Vendor* shall defend, indemnify, and hold harmless *Rotary club/district name*, including its directors, officers, employees, agents, volunteers, and representatives, from and against all claims, damages, losses, and expenses, including, but not limited to reasonable attorney's fees, arising out of or resulting from any act, conduct, omission, negligence, misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of *Contractor/Vendor*, its owners, employees, contractors, subcontractors, agents or representatives in complying with this Agreement. The foregoing includes, without limitation, injury or damage to the person or property of *Rotary club/district name*, or any third party, whether or not subject to any policy of insurance.

- 2. **HOLD HARMLESS**. A hold harmless clause releases one party from legal liability. One party (or all parties if the hold harmless clause is mutual) agrees not to sue the other for certain kinds of expenses, losses or damages that result from the particular contract.
- 3. **INSURANCE**. Insurance provides the financial means to protect and defend your Rotary club/district against claims and suits alleging negligence. When contracting with another party for services your Rotary club/district should always ensure the other contracting party (vendor) maintains the appropriate insurance policies to cover its obligations. In some states, if the responsible party does not have insurance, your Rotary club/district could be held 100% responsible.
 - GENERAL LIABILITY. Your club should require that its vendors and partners or other parties your club contracts with have general liability insurance. Sample contract language:

"Vendor shall maintain, at all times during the term of this Contract, general liability insurance with a minimum limit of US\$XXX Million per occurrence for bodily injury and property damage. Said policy(ies) shall name Rotary club/district and XXXXX (see flow down comments below) as an additional insured as respects this Contract."

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b. ADDITIONAL INSURED. When another party is added as an additional insured to a general liability policy the additional insured (a person or entity, other than the Named Insured) is then covered by that policy (usually without additional cost). If there is a claim from your club/district's acts or activities, the additional insured will receive defense under the club/district's policy. The insurance company will add an Additional Insured to the policy when additional insured status is required in a written contract (e.g., an owner of property leased by the Named Insured). A permit application is considered a contract.

In the event a claim arises from your Rotary club/district's negligence where your club/district has contractually agreed to name another party as an Additional Insured, your insurance company will consider the other party as an insured per the terms of the agreement. You should contractually agree to provide Additional Insured status only when your Rotary club/district controls the risks. Coverage is NOT provided for the Additional Insured's acts or negligence. To protect itself from such claims, the additional insured entity needs to have its own general liability policy.

An example is your club applying for a permit to use a city park. The city requires your club to include the city as an additional insured on the club's general liability policy. An attendee at the event trips on an electrical cord and sues the city and your club. Because the city is an additional insured on the club's policy, the city tenders the claim to your club and receives defense coverage under the club's policy. (subject to policy terms and conditions)

When should your Rotary club be added as an Additional Insured to another party's general liability policy? Your club/district should contractually require another party to name your Rotary club/district as an Additional Insured when:

- Your club/district provides financial support as sponsor to an event/activity organized by another entity.
- Your club/district assists another entity with their event (provides volunteers), but does not control the event.
- Your club/district is contracting with vendors, such as a professional event organizer, caterer, transportation provider, or entertainment provider.

Note: When requiring additional insured status:

- The additional insured requirement must be included in a written contract/agreement.
- Reguest a certificate of insurance evidencing the additional insured requirement.

When should your club/district add another party as an Additional Insured to your policy?

- Your club/district is renting a facility for an event or meeting.
- Your club/district is renting equipment for an event or meeting.
- When your Rotary club is required to provide additional insured status to another party, such as the facility
 where the event is being held, flow that requirement down to all vendors (or any other party your club
 contracts with) so that the facility is named as an additional insured on the vendor's general liability policy
 (as well as your Rotary club's policy.)
 - Example Your Rotary club leases the school gym for a home/garden show. The school requires
 that your club carry \$1M in general liability insurance and name the school as an additional
 insured. Every vendor that contracts for booth space with your club should (1) provide evidence of
 \$1M in general liability insurance (2) name your club and the school as additional insureds for the
 event.
- c. OTHER INSURANCE REQUIREMENTS. Depending on the terms of the contract and the nature of the activity, a Rotary club may require the contracting party to carry additional insurance policies (i.e. auto liability, workers' compensation, professional liability, etc.) (Additional Insureds cannot added to workers'

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compensation or professional liability policies.)

- 4. **INSURANCE COVERAGE FOR NON-ROTARY ENTITIES.** The Program provides coverage only to those Rotary entities listed on the insurance policy. Coverage cannot be extended to non-insured entities. Each entity should carry their own appropriate insurance.
- 5. INSURANCE COVERAGE FOR CO-ORGANIZED EVENTS. When your Rotary club is an event co-organizer, each co-organizer (i.e. Chamber of Commerce, Lions, Kiwanis, etc.) needs to carry its own liability insurance to protect its interests. To ensure coverage for all entities involved in the event, a locally purchased special event liability policy with all parties included as the Named Insureds is recommended.

BEST PRACTICES:

- Have a legal professional review all contracts to ensure your club/district is properly protected and is not
 assuming liability beyond what is provided by insurance. Assuming liability beyond what is provided by insurance
 could expose your Rotary club financially.
- Read and understand what you are signing, and ensure the final contract includes the negotiated changes before
 it is signed and dated by all parties. Question any sections of the contract that are unclear or unfair. Often the
 indemnification and insurance provisions contained in contracts include inappropriate language that goes beyond the
 coverage provided through the Program.
- Ensure the contract has a start and end date and includes a cancellation provision.
- Do not agree to sign a contract that requires your club/district to be responsible for another entity's negligent acts or omissions. Never assume responsibility for something your club/district has no control over.
- Properly identify all parties to the contract by legal entity name(s), ensure all names are spelled correctly (use
 the full name of your Rotary club), and verify that addresses are accurate. Do not enter into a contract under a club
 member's name. This could potentially expose the individual to personal liability.
- Do not provide additional insured status or agree to indemnify unless your club/district controls the risk.
- A contract should not be signed by the same person for two or more contracting parties.
- When entering into a contract consider the following questions: What could happen? Who will be responsible? Who will pay in the event of a loss? Does the agreement include language that answers these questions?
- Maintain all contracts, certificates of insurance, and policy endorsements for no less than seven years after the contract expires.
- Ensure the contract does not combine the indemnification requirements with the insurance requirements. There is a possibility that the courts could void the indemnification requirements in a contract; you don't want the insurance requirements to be voided as well.
- The contract your club signs is independent of insurance coverage. If your club agrees to terms not contained in the insurance policy, your club will be responsible for complying with those terms.

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FINANCIAL RISK MANAGEMENT

UNDERSTANDING THE INSURANCE COVERAGE

The U.S. Rotary Clubs & Districts Liability Insurance Program ("Program") provides directors' and officers' coverage for liability arising out of alleged wrongful acts committed in good faith, subject to policy terms and conditions.

The Program does not provide coverage for theft of club/district funds.

Note: Theft of funds is generally covered by Crime Insurance, which is also referred to as Fidelity or Employee Dishonesty Bond coverage. Please contact a local insurance professional if interested in this type of insurance.

It is the responsibility of club/district officers to effectively manage financial risk. The duties of loyalty, obedience, due care, and good faith are owed by officers to the club/district they serve. Club/District officers should always make informed decisions, in good faith, that are within their authority, and with the honest belief that their actions are in the club/district's best interest. It is important to emphasize diligence in the decision making process to establish that club/district officers are fulfilling their duties.

LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan:

- Establish a "tone at the top" that is intolerant of fraud and any form of corruption, including financial misrepresentation. Establish a code of conduct and periodically benchmark performance to ensure compliance.
- Consider all consequences from club/district activities and plan accordingly. Think of ways the club/district is susceptible
 to fraud and mismanagement. Consider "reputation risk management." If the reputation goes, so goes the
 donors/stakeholders.
- Club/District officers are ultimately responsible for fiscal activities. Stay informed by fostering an environment that encourages questions and requiring timely financial reports. An appropriate level of skepticism is ok and should not be discouraged.
- Develop a realistic annual budget and follow it. Significant variances between actual and budgeted revenues and expenses should be analyzed.
- Pay attention to financial activities to track expenses/revenues. Having accurate financial data should be a basis for accurate decision making.
- reward
- Ensure transparent financial activities by holding those handling funds accountable. They should be organized and able
 to explain what and how they are doing it. The roles and responsibilities for those handling funds should be clearly
 defined and addressed upfront.
- Limit the commingling of funds. Be able to differentiate financial activity for each organizational function and event/activity.
- Retain qualified accounting/financial professionals for expertise on financial matters.

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- Retain a legal professional on applicable laws and regulations (e.g. government reporting, tax, donations).
- Have written procedures for major financial processes (e.g. petty cash, receipts, disbursements, etc.). Establish record retention practices.
- Incorporate finance orientation for new club/district officers to ensure continuous understanding of finances.
- Ensure segregation of duties.
 - Whomever reconciles the bank account should not be the one depositing/withdrawing funds and signing the checks.
 - Have two people count cash (one counts, the other verifies).
 - o If online banking, more than one person should have online access to review activity.
 - Account reconciliation should be reviewed by someone other than the one reconciling.
- Appropriately establish bank accounts, where there are at least two signatories to each account. Require two signatures for checks (this can be limited to checks over a certain dollar threshold).
- Deposit cash and checks when they are received. Petty cash should be kept to a minimum and used sparingly.



- Secure cash, checks, and other equipment. Access to valuable property should be controlled and limited. Use locks or other physical controls whenever appropriate.
- To counteract fraud, establish means for anonymous tips.
- Have a qualified, independent financial expert audit or review financial statements annually in a manner appropriate to the size and scale of operations. Consider establishing an audit committee – those who work directly with the finances should not be part of the audit committee.
- Work with responsible vendors and partners who are well established, ethical, and accountable. Do not base
 selection solely on marginal cost advantages or familiar acquaintance. Engage local legal counsel prior to agreeing to
 any contract. Seek competitive proposals for large purchases and significant ongoing purchases. Pay expenses only
 when there is a written invoice.
- Before accepting a new partner/source of income, perform due diligence to ensure alignment with organizational mission.
- Adhere to donor requirements, deadlines, and restrictions, and openly communicate challenges to donors. Know what strings are attached! Develop and adhere to a gift acceptance policy.
- Establish an investment policy that fits the club/district's needs, differentiating between operating and endowment funds. Monitor and revise the investment policy periodically.
- Establish a reserve and implement strategies to maintain a desired level of reserves.
- Evaluate fundraising activities to ensure that more than 75% goes towards the stated cause.
- Achieve the appropriate balance between minimizing expense ratios and maximizing accountability. Having the lowest expense ratio is not proof that the organization is the most efficient and effective.

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FIREWORKS

UNDERSTANDING THE INSURANCE COVERAGE

Fireworks can be an integral part of community celebrations enthralling the public with color and excitement. However, there are many risks of putting on a fireworks display. The unstable nature of explosives poses a safety threat to the public in addition to those providing the display. Mishandling of fireworks is also a danger.

Additionally, there is the threat of property damage if the launch site is not a safe distance from buildings and homes.

- Fireworks are defined as any display of explosive or burning devices, material, or pyrotechnics. They do not include:
 - the firing of an explosive commonly used to start an event,
 - flash boxes which are induced electronically in a cylinder with no projectile, wadding, or wrapping, or
 - the legal sale for fundraising purposes of pre-wrapped fireworks purchased from a licensed third party.
- The Program <u>will not</u> cover liability arising out of fireworks display if a Rotary club/district enters into a contract with a pyrotechnics or other company hired to detonate fireworks. Your club or district may sponsor an event and/or provide funding for the fireworks, but another party, such as a municipality or chamber of commerce, must sign the contract with pyrotechnics company. Should your club/district sign the agreement with the pyrotechnic firm:
 - Your club/district should require general liability limits of \$5M to \$10M from the pyrotechnic firm.
 - Your club/district should be named as an additional insured on the pyrotechnics' insurance policy.
 - If the club/district signs the pyrotechnic agreement, the club/district will need to purchase a primary, stand-alone general liability policy with a minimum limit of \$5M.
 - The insurance your club purchases is all your club may have available to them should there be a claim or multiple claims arising out of the fireworks show.
 - Read the pyrotechnic contract carefully and have an attorney review. Understand what your responsibilities are under the agreement and make sure you can comply with them.
 - •The Program does not provide coverage for bodily injury, property damage or personal and advertising injury, arising out of the transportation, delivery, storage, set-up, detonation, takedown or clean-up of fireworks by an insured or additional insured.
 - This exclusion does not apply to an insured's vicarious liability arising out of the transportation, delivery, storage, set-up, detonation, takedown, or cleanup of fireworks by a third party, provided the third party is not a pyrotechnics or other company hired by Rotary club to detonate fireworks.

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LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan:

- If sponsoring an event with fireworks displays, ensure that the organizer has secured a reputable pyrotechnics company that is **fully licensed** to detonate fireworks in the municipality where the event takes place.
- Contractually require the event organizer to name your Rotary club as an Additional Insured on the organizer's and
 pyrotechnics company's general liability policy.
- Ask for and verify the coverage evidenced on the certificate of insurance and Additional Insured endorsement.
- If a town signs the agreement with the pyrotechnic firm, the Rotary club/district should still ask the pyrotechnic firm to name your club (in addition to the town) as an Additional Insured; both your club and the town should receive a Certificate of Insurance.

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FOOD HANDLING AND SERVING

UNDERSTANDING THE INSURANCE COVERAGE

The U.S. Rotary Clubs & Districts Liability Insurance Program ("Program") provides general liability coverage to all active U.S. Rotary clubs and districts for liability arising out of bodily injury and property damage to a third party, subject to policy terms and conditions.

LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

- Consult your local Health Department to ensure that your club/district will be in compliance with all relevant government regulations and health codes.
- Proper hand washing is one of the most effective defenses in fighting the spread of food borne illnesses. Food handlers should keep their hands and forearms clean at all times. This is especially important after handling raw food, money, or using the toilet.
- To avoid contamination and to ensure proper standards of sanitation, it is very important that you have proper storage, preparation, and refrigeration amenities.



- The surfaces in which food will be placed should be sanitized prior to, during, and after the event.
- Food preparers should be healthy; not suffering from an illness or disease that could be spread through the food.
- Hair should be tied back or a hair net worn.
- Monitor continuously the temperatures of all foods being served to ensure the appropriate temperature is maintained.
- Keep raw meats and their juices away from all other foods.
- Wear disposable gloves instead of using bare hands and sanitize serving utensils before and after the serving of raw meats and dairy.
- Assign separate individuals to collect money and serve/prepare food.
- Ensure that all food is stored properly before cooking/serving and disposed of in a timely manner if not sold/served within the recommended timeframes.
- Ensure that the venue and area where food is prepared and served is equipped with the appropriate fire extinguishing equipment.
- Train all volunteers in proper food handling procedures.

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- If a vendor is responsible for food service, the vendor should sign an
 indemnification/hold harmless agreement. Furthermore, the vendor
 should provide your club/district with a certificate of liability insurance
 naming your club/district as an additional insured.
- To reduce and transfer the risk of food borne illnesses, it is highly recommended that a professional caterer be hired who is experienced with handling foods, such as meat and dairy products and who is knowledgeable about all applicable government regulations regarding food preparation and serving.
- If you plan on serving alcohol at your event, please review Loss Prevention
 Serving Alcohol at Events.

ADDITIONAL RESOURCES

Partnership for Food Safety Education: www.fightbac.org

Food Safety: www.foodsafety.gov

Center for Disease Control and Prevention www.cdc.gov/foodsafety

GOLF CARTS AND OTHER MOBILE EQUIPMENT

UNDERSTANDING THE INSURANCE COVERAGE

Mobile equipment is defined in the general liability policy as bulldozers, farm machinery, forklifts and "vehicles incapable of operation on public roads, vehicles that are designed for use off public roads, but can nevertheless be driven on public roads, and vehicles that would ordinarily be considered "autos" except they are "maintained for use solely on or next to" the named insured's premises."

The Program does not provide coverage for

- Bodily injury or property damage arising out of:
 - Transportation of mobile equipment by an auto owned or operated by or rented or loaned to any insured.
 - The use of mobile equipment in, or while in practice for, or while being prepared for, any prearranged racing, speeding, demolition, or stunting activities.
- Damage to property in the care, custody and control of an Insured.
 This includes, but is not limited to, equipment, personal property, and vehicles that are owned, borrowed or rented.
 - Note: If there is damage to a golf cart rented or loaned to a club/district, there is no coverage under the Program to repair or reimburse for the damage.



LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

- Review all traffic and other laws in your jurisdiction regarding the operation of a golf cart or other mobile equipment.
 Always obey all traffic rules and regulations. Allow only experienced drivers to operate golf carts or any other mobile equipment. Alcohol and golf carts do not mix and result in claims. Minors should not be allowed to operate mobile equipment.
- All volunteer drivers should be trained on the use of the equipment prior to transporting others.
- Never leave the keys in the golf cart when unattended to prevent operation by unauthorized individuals.
- Passengers should always remain seated keeping their entire body within the golf cart at all times while it is in motion.
- Never exceed the maximum seating capacity of the golf cart or other mobile equipment.
- Slow down, look both ways, use the safety mirrors to ensure pedestrian safety, and, if necessary, honk the horn before
 crossing all intersections.
- A golf cart should never be operated faster than 15 mph; remember to reduce speed:
 - When approaching pedestrians, who always have the right of way,
 - When turning or passing through all entrances and exits,

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To compensate for inclines and weather conditions:



- When driving, always maintain a safe distance from other vehicles, property, and/or persons.
- Always look to see what is behind you before backing up.
- Only allow towing by those golf carts originally designed for towing.
- Avoid operating the golf cart on landscaped lawns.
- Never shift gears when the vehicle is moving, if applicable.
- When applicable, safety equipment should be worn.

INFLATABLES, AMUSEMENT RIDES AND COMMERCIAL TENTS & CANOPIES

UNDERSTANDING THE INSURANCE COVERAGE

The Program does not provide coverage for:

• Damage to property in the care, custody and control of an Insured. This includes, but is not limited to, equipment, personal property, and vehicles that are owned, borrowed, or rented.

Inflatable amusement rides are defined as air-filled structures made of flexible fabrics that are inflated by a blower unit to maintain internal air-pressure.

LOSS PREVENTION STRATEGIES

Please read these guidelines as you are planning your event:

INFLATABLES & AMUSEMENT RIDES:

- Use a reputable vendor who maintains their equipment, has staff trained/experienced in inflatable operations, and know the manufacturer's required safety measures. Insist that the vendor install and operate the inflatable and amusement rides.
- Contractually require the vendor to maintain general liability insurance with your Rotary club/district named as an Additional Insured. See Loss Prevention - Contract Best Practices for specific insurance language to use.



- If the vendor requires the Club to maintain property coverage on the Inflatable/tent, the Club must negotiate this
 requirement out of the agreement or purchase property insurance; the Program's General Liability policy does not cover
 property in the club's care, custody or control.
- Ensure the vendor contractually agrees to **follow all industry best practices and government regulations**, including the U.S. Consumer Product Safety Commission (CPSC) guidelines issued for inflatables.
- For events lasting more than a day, daily checks should occur before use in accordance with the manufacturer's requirements, including:
 - proper anchorage,
 - verifying there are no significant holes or rips in the fabric or seams,
 - o there are no exposed electrical contacts
 - expected wind/weather.
- An operator must attend/supervise the inflatable and riders at all times. Attendant should be standing in a position
 where he/she has a clear view of riders. For example, per CPSC guidelines, the minimum number of operators on a large
 inflatable slide over 15 feet tall is two and one for an inflatable bounce or small slide under 15 feet.
- Never position an inflatable or amusement ride near power lines, trees, over sprinkler heads or any obstructions.
- Never allow anyone onto the inflatable who is impaired by drugs or alcohol.

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- No one should be allowed on the inflatable while it is being inflated or deflated. Deflate when not in use. There should be no deviation from the manufacturer's suggested inflation pressures and the number of blowers.
- Do not use inflatables during inclement weather (rain, wind, etc.), including if wind becomes excessive (15 mph or more).
- If there is a slide, ensure landing zone is clear before the next rider is allowed to slide down.
- Riders should not exceed maximum weight, height, and occupancy, as specified on safety plaque and/or manufacturer's requirements. Operators should not exceed the maximum load capacity.



- Riders should be sliding in the proper manner demonstrated on safety plaques (feet first).
- No sharp objects should be allowed on/inside the inflatable (i.e. shoes, keys, buckles, purses, pens, sunglasses, necklaces).
- Riders should be properly dressed and wear socks to avoid skin burns.
- Do not allow any food, drink, or candy (including gum) on the inflatable.
- No climbing or hanging on outside walls.
- No rough or horseplay, tumbling, flipping, wrestling, chasing, piling on others inside the inflatable, or any other aggressive behavior.
- Anchors must be fixed, stationary objects and located so that they do not create additional hazard.
- Follow the manufacturer's owner/operator manual for site layout, inflatable procedures, ropes, tethers, tie-downs, anchors, use temperature range, maximum number of riders, size of riders, electrical codes, daily operation, daily inspection, washing, repair, deflation, drying, storage, and transportation.
- Have a plan in place to take down the inflatable, and/or vacate the area when weather becomes unsafe for use.

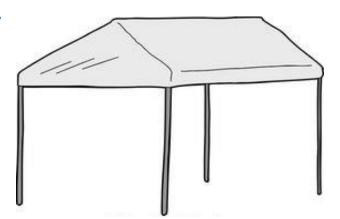
COMMERCIAL TENTS & CANOPIES:

A commercial tent is defined as a large tent requiring anchorage.

- Use reputable vendors who maintain their equipment, have staff trained/experienced in the operation of setting up and taking down the tents, and know required safety measures. **Insist that the vendor set-up the tents.**
- Contractually require the vendor to maintain general liability insurance with your Rotary club/district named as an Additional Insured. See Loss Prevention - Contract Best Practices for specific insurance language.

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- If the vendor requires the Club to maintain property coverage on the Inflatable/tent, the Club must negotiate this requirement out of the agreement or purchase property insurance; the Program's General Liability policy does not cover property in the club's care, custody or control.
- Ensure the vendor contractually agrees to follow all industry best practices and local regulations. In some cases, your club may need to take out permits and in some cases the vendor can do that on the club's behalf.
- For events lasting more than a day, daily checks should occur before use in accordance with the manufacturer's requirements, including:
 - o proper anchorage,
 - verifying there are no significant holes or rips in the fabric or seams,
 - there are no exposed electrical contacts.
 - expected wind/weather



- Never position a tent near power lines or trees. Make sure the area that the tent is covering is a flat and even surface. Check for utility lines buried in the ground.
- Have a plan in place to take down the tent, and/or vacate the area when weather becomes unsafe for use.

ROTARY NAME AND MASTERBRAND SIGNATURE USE GUIDELINES FOR ROTARY **CLUB AND DISTRICT PROJECTS**

The following guidelines on the use of the "Rotary" name and Masterbrand Signature are based in the Rotary Code of Policies. Please follow these guidelines when naming your project and in creating any promotional materials, including your website. (See RI Code of Policies ("RCP") Article 33; 2016 Manual of Procedure, Article 19, page 79)

A. "ROTARY" TRADEMARK:

- The Rotary International Board of Directors has determined that any use of "Rotary" without a further identifier, such as the name of a Rotary club, a Rotary district or other Rotary Entity, refers to the international association, RI. (RCP 33.030.6)
- New project and activity names must include the name of the participating Rotary club(s), district(s) or other Rotary Entity immediately following or preceding "Rotary." (RCP 33.030.6)
- Use of "Rotary" is only authorized in the name of a project or activity that is under the full control of a Rotary club or group of Rotary clubs. If the governance of that project or activity includes non-Rotarian individuals or organizations. use of "Rotary" in that project or activity name is not permitted. (RCP 33.040.12)
- In creating a club or district foundation, the words "Rotary" and "foundation" must not appear together, but must be separated by additional identifying information, such as the name of the participating Rotary club(s) or district(s). (RCP 33.040.5)
- No modification of "Rotary" is permitted. No abbreviations, prefixes or suffixes of "Rotary," such as "Rota," are permitted. (RCP 33.040.6)
- Rotary clubs, districts, and Rotary Entities must purchase domain names that comply with the naming guidelines outlined in RCP 52.020.1 and 33.030.6. Domain names not in compliance with these policies should be changed to comply. Rotary International reserves the right to ask for the transfer of ownership of any non-compliant domain name. (RCP 52.020.1 and 33.030.6)
- Ongoing projects not conforming to these guidelines should be renamed to include a club or district name/identifier. The name of any project or program that does not conform to Rotary International Board policy must receive specific Rotary International Board approval. (RCP 33.040.6 and 33.040.7)

B. THE MARK OF EXCELLENCE AND THE MASTERBRAND SIGNATURE Rotary





- The Masterbrand Signature and Rotary Emblem, like the "Rotary" trademark, represent the international association, Rotary International, and also include the name "Rotary International." (RCP 33.040.6)
- Whenever the Masterbrand Signature or Rotary Emblem are used in conjunction with a club, district or Rotary Entity project or activity, the name of the participating club(s), district(s) or Rotary Entity must also be used. (RCP 33.040.6; see Voice and Visual Identity Guidelines for help creating a club or Rotary Entity signature)
- Reproductions of Rotary's logos must follow RI's specifications. Logos are available on the Brand Center on www.rotary.org. No alterations, modifications or obstructions of Rotary's logos are permitted. (RCP 33.030.1., Voice and Visual Identity Guidelines, and RCP 33.040.6)

General: Rotary policy prohibits use of any of Rotary's trademarks for commercial purposes. (RI Bylaws, Article 19, 18.020; RCP 33.030.2)

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SPORT SHOOTING EVENTS

UNDERSTANDING THE INSURANCE COVERAGE

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Types of Shooting Events: Skeet shooting, target shooting, skeet shooting fundraisers, turkey shoot, sporting clay fundraiser, and tournament, clay bird shooting, target shooting contest.

LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

Event Planning and Emergency Preparedness

- Hold your sport shooting events at shooting facilities or other facilities that specialize in the activity you are organizing.
 Such facilities should have:
 - Expertise and experience
 - Appropriately trained and certified staff and safety officers
 - Provide safety training to attendees and event volunteers prior to an event
 - Proper rental equipment and appropriate ammo, if applicable
 - Protective eye and ear equipment, and other safety equipment if required
 - An emergency plan in case of an accident which you should review and be familiar with
 - Appropriate insurance
- Your club should have written contracts with the venue/facility and contractually require venue/facility to name your Rotary club as an Additional Insured on their general liability insurance policy.
 - Review Loss Prevention Contract Best Practices
- Your club should have written contracts with vendors and other sponsors involved in the event and contractually require
 them to carry general liability insurance with your Rotary club/district named as an Additional Insured on their general
 liability insurance policy.
- Discuss with the facility the requirements for bringing personal firearms and ammo vs. renting firearms and ammo. If personal firearms are allowed, they should be accompanied by appropriate permits/licensing.

Participants

Prior to the event, all participants should sign a waiver and release form releasing the Rotary club, other event
organizers, and the property owner(s) of any liability. Include language that indicates the participant understands and
agrees to abide by safety guidelines and instructions.



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- Please seek the advice of local legal counsel when working with waiver or release forms. Please also discuss with the facility if they have any waivers that need to be reviewed as they may require one from all participants.
- Please review Loss Prevention Waiver and Release Forms for further details.
- Ensure that participants are aware of the experience and skill levels required for the event/activity. Participants who are not medically fit for the activity should not be allowed to participate.
- Ensure that all participants have and agree to use appropriate protective equipment (such as hearing and eye protection) and that the equipment is properly sized and adjusted to participants.
 - Equipment must be in good condition.
 - Equipment should be checked regularly before and after use and should be repaired/discarded as necessary.
 - Equipment must be properly maintained and stored.
- All participants should attend pre-event safety training.
- No alcohol on premises of the shooting fundraiser



MANAGEMENT OF SWIMMING POOLS

UNDERSTANDING THE INSURANCE COVERAGE

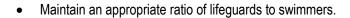
The Program does not provide coverage for:

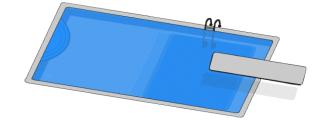
- Damage to property in the care, custody and control of an Insured. This includes, but is not limited to, equipment, personal property, and vehicles that are owned, borrowed, or rented.
- Workers compensation coverage for employees (lifeguards, manager, etc.) hired to run the pool.

Loss Prevention Strategies

Please review these guidelines as you plan your events:

- Hire a pool management company to manage the pool and ensure the contract contains proper indemnification language to transfer the risk and appropriate insurance coverages are maintained by the vendor.
- Obtain a certificate of insurance evidencing appropriate liability insurance from the pool management company naming your club/district as an Additional Insured.
- Follow all applicable federal, state and local regulations.
- Use only certified life guards properly trained in water rescue and life saving techniques.





- Rescue equipment and communications need to be readily available in case of emergency.
- Never allow any unsupervised swimming.
- Place a sign indicating that patrons swim at their own risk.
- Install a floating safety line across the pool where the bottom slope begins to deepen.
- Use non-slip materials on the pool deck, diving board, steps, and ladders; replace when worn out.
- Clearly mark the pool's water depths.
- Slides and diving boards are in a deep area of the pool never in shallow water. Ensure that the water depth is sufficient for slides and diving boards.
- Check the pool and equipment periodically for cleanliness and good maintenance. Cover all sharp edges and protruding bolts; repair rickety or broken ladders and railings.
- Ensure proper drains are installed and licensed electricians are used to install any electrical systems needed.

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- Keep all electrical devices, such as radios, away from the pool because of the potential electrical shock hazard.
- Prohibit any running at the pool and place a sign indicating minor children should be accompanied by a guardian.
- Use barriers and/or fencing as well as additional layers of protection to avoid a drowning while the pool is unsupervised. Inspect the fencing around the pool to ensure no one can climb over, under or around. Lawn furniture, trees and shrubs should not be close enough to provide an easy boost over the fence. Post 'No Trespassing' signs.
- Prohibit alcohol and drugs. Drugs and alcohol can reduce body temperature, affect swimming ability, and impair good judgment, causing people to take risks they would not otherwise take.

WAIVERS AND RELEASES

A waiver and release form is a risk management tool that can be used to reduce the likelihood of a claim or lawsuit being brought against your club/district. It can also increase communication and understanding between your club and participants of the activities you organize or sponsor.

A waiver and release form relinquishes claims one party may have against another party. Volunteers, participants, etc. should sign waiver forms for athletic and other events where your club/district can identify the persons participating in the activity prior to the event (such as a bike ride, 5K race, a baseball league, poker runs, etc.). Parents/guardians should sign a release for minors. Remember, a waiver and release form is not a substitute for careful supervision of your club/district's activities.

The waiver and release form should detail the risks associated with the activity and potential injuries that can be sustained. For example, a waiver and release for a bike ride could list such risks as:

- the inherent dangers of changing weather conditions
- o natural obstacles such as trees and rocks, and changes in pavement
- o the possibility of severe injury resulting from a fall.

The document should be straight forward and readable (avoid small print)

The waiver and release form will not always protect your club/district from claims, but it will likely be held as valid when worded properly. **Consult an attorney to draft and/or review these forms**.

PLEASE SEE PAGE 2 AND 3 FOR <u>SAMPLE</u> LANGUAGE FOR ADULT AND MINOR PARTICIPANTS.

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WAIVER AND RELEASE (Minor)

I fully understand that training for and participating in activities such as			
injury. I am voluntarily allowing my child to participate in			
Rotary Club (hereinafter "the Rotary Club") with complete understanding	g of the risks associated with participation in the event.		
I further acknowledge that this event requires participants to be in proper Form, I declare that my child is medically able, properly trained, physically			
My child agrees to follow the rules of the event/activity. In consideration we agree to release and hold harmless the premises owner, event organits affiliates, officers, directors, volunteers, agents, employees and resillnesses sustained by my child, which may directly or indirectly result to participants in the event, and/or from the negligence of the premises of the Rotary Club, its affiliates, officers, directors, volunteers, agents, employees and result of my child may as a result of my child's participation in the event. I understand and a child and myself.	anizers, and event sponsors, including the Rotary Club, epresentatives, from all liability for any injuries and/or from my child's conduct or from the negligence of other owner, event organizers, and event sponsors, including ployees and representative. I also acknowledge full and incur as a result of any injury and/or illness that occurs		
I hereby grant my consent and permission to use my child's name, pho	otograph, videotape, motion picture recording, voice, or		
likeness for Rotary purposes, including pre and post event publicity. I have carefully read this Waiver and Release and fully			
understand its contents. On behalf of myself and my minor child, I con	sent and agree to the terms of this Waiver and Release		
and, by my signature below, authorize my child's participation subject to X	those terms.		
Signature of Minor's Parent or Legal Guardian	Date		
X			
Signature of Minor Participant	Date		
Print Name of Minor Participant			

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WAIVER AND RELEASE (Adult)

I fully understand that training for and participating in activities such as	may result in accidents, illness, or serious
injury. I am voluntarily participating in (hereinafter the "e	vent") sponsored by the Rotary Club
(hereinafter "the Rotary Club") with complete understanding of the risk	
I further acknowledge that this event requires participants to be in prop	er physical condition. By signing this Waiver and
Release Form, I declare that I am medically able, properly trained, phy	sically fit, and capable of participating in the event.
I have read and understand and agree to follow the rules of the event/	activity. In consideration for being allowed to participate
in the event, I agree to release and hold harmless the premises own	er, event organizers, and event sponsors, including the
Rotary Club, its affiliates, officers, directors, volunteers, agents, employed	yees and representatives, from all liability for any injuries
and/or illnesses that may directly or indirectly result from my conduct of	
and/or from the negligence of the premises owner, event organizers, an	
officers, directors, volunteers, agents, employees and representatives	
and all medical expenses that I may incur as a result of any injury a	and/or illness related to my participation in the event. I
understand and agree that this Waiver and Release is binding.	
I hereby grant my consent and permission to use my name, photograp	h, videotape, motion picture recording, voice, or
likeness for Rotary purposes, including pre and post event publicity.	
I have carefully read this Waiver and Release and fully understand its	contents. By my signature below, I consent and agree to
the terms of this Waiver and Release.	
Signature of Participant	Date
Print Name of Participant	

USE OF WATERCRAFT AND WATER ACTIVITIES

UNDERSTANDING THE INSURANCE COVERAGE

Under the Program, Watercraft is defined as any vehicle ordinarily used for water. Coverage is limited for the use of watercraft and watercraft activities. The Program only provides liability coverage for non-owned watercraft that is less than 51 feet in size, subject to policy terms and conditions.

The Program does not provide coverage for:

- liability arising out of any watercraft owned by a club/district unless the watercraft is on shore,
- any boat over 51 feet, regardless of whether or not the watercraft is owned by a club/district, and
- watercraft being used to carry persons or property for a charge.



LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

- All participants should sign a waiver and release form releasing the Rotary club/district and any other organizers from
 liability arising out of injuries sustained during the event or activity. Please seek the advice of local legal counsel in
 drafting the appropriate language for the waiver and release. See Loss Prevention Waivers and Releases for sample
 language.
- Ensure there is a written contract with all organizations (including watercraft owners) involved with the event/activity and
 require proof of watercraft owner's liability insurance. If applicable, your Rotary club/district should be named as an
 additional insured on their liability insurance policy.
- Select a location and date that is appropriate for the event/activity to help avoid/minimize the possibility of drowning, collision, and other health risks associated with extremely hot or cold weather.
- Monitor the weather closely to ensure that the event/activity is conducted under safe conditions.
- Structure the event/activity to avoid collision by not overcrowding the waterways and controlling the speed of the
 watercrafts. Ensure that boaters know and agree to follow navigation rules (include language in a release/waiver).
- All watercrafts used should be seaworthy and appropriate for the event/activity. Ensure proper maintenance of the
 watercraft and be aware of the threat of carbon monoxide poisoning for motorized watercraft.
- Require that participants wear a life jacket/vest while training and participating in any event.
- Never allow alcohol while boating and enforce a zero-tolerance drug and alcohol policy on anyone who operates
 watercraft.
- Ensure qualified lifeguards and medical personnel are available with the appropriate emergency equipment.
- Establish a well-coordinated plan for emergencies. Have participants list an emergency contact when registering.

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 Ensure that all appropriate safety equipment, gear, and supplies, including sound signaling devices, are carried on the watercraft.



- Inform participants about appropriate dress for protection from sun, heat, rain, and cold.
- Inform participants about waterway characteristics to familiarize them with any potential hazards.
- Ensure that participants are aware of the experience, skill, and fitness levels, including swimming ability, required for the event/activity.
- Be aware of all applicable rules and regulations, including rules that restrict passage into certain waterways or areas. Never utilize private property without express written permission from the owner.

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