

Paddling Association Policy & Procedure Agreement Form

Roles and Responsibilities of Paddle Canada

1. **Promotion and Support of Paddling Association:** PC agrees to promote and support the Paddling Association (PA) member through its website and social media. PC also agrees to provide support in environment, public policy, training and education as needed.

2. **Insurance:**
 - a. \$5 Million Comprehensive General Liability Insurance (CGL - i.e. Third Party Liability Insurance) with no aggregate limit. *
 - o Professional Liability (Errors & Omissions - Defense Cost Insurance)*.
 - o \$50,000 Sport Accident Insurance (1st Party Coverage) to all leaders and members and Association volunteers.**
 - o Provides coverage for on-water activities and also off-water activities/events such as banquets, fundraisers, trade shows and meetings (provided PA membership policies are met and abided by).
 - o Preferred access to Directors & Officers Insurance for Association's Board of Directors (optional starting with quotes on premiums as low as \$400 - \$500).
 - o Preferred access to out of country medical / travel Insurance (optional for international association trips).
 - o Special Event insurance (banquets, meetings, trade shows, fundraisers).
 - o Worldwide coverage with provision that any lawsuits are brought back to within Canada (for example association may get special permission to run a trip internationally provided all participants including leaders are Canadian residents.)

*\$500 deductible per claim

** Sport Accident insurance coverage is secondary (**in excess**) to any other provincial/territorial health care programs and private insurance.

3. **Disclosure of Exclusions:** PC insurance does not provide coverage for the following types of claims:
 - a. War/Terrorism
 - b. Fungi & Fungal derivatives
 - c. Cyber/data corruption
 - d. Total asbestos
 - e. Absolute Pollution
 - f. Non-members exclusion endorsement
 - g. Punitive and Exemplary Damages
 - h. Host Liquor
 - i. For Sport Accident: No coverage provided for workers compensation related injuries, alcohol related injuries, eyeglasses/contact lenses, dentures, crowns or caps, suicide, intentional/self inflicted injury, illness, unless developed as

a result of the covered accident, pre-existing conditions.

4. **Membership:** PC agrees to offer the PA individual members our 'Friends of Paddle Canada' membership for the duration of the PA membership. This includes a digital subscription to Rapid Media. For a print version subscription, the member needs to pay full rate of \$45 to PC.
5. **Sanctioning Activities and Fees:** PC will sanction any PA activities registered via the PA members account with no additional fees charged and provided PA is following the PA policies contained in this agreement and Paddle Canada's Paddling Association Risk Management.
6. **PC Promotional Materials:** PC will make available for purchase at cost recovery rate, any promotional materials such as stickers, banners to the PA member for the use in promoting Paddle Canada. (shipping additional).
7. **Discounts on PC Merchandise:** PA members will have access to preferred member rates on PC Merchandise.
8. **Directory Listing on PaddleCanada.com** advertising association's location, website, types of paddling activities and services offered.

Roles and Responsibilities of the Paddling Association:

1. **Promotion and Support of Paddle Canada:** The PA agrees to promote PC through:
 - a. its activities and publications with use of PC logo on all public material both in print and in digital format and on their website and social media.
 - b. Identifying the connection with the PC-insured activity /event using appropriate language like "Paddle Canada Sanctioned Event" or "In partnership with Paddle Canada".
2. **Membership:** The PA, to be considered a member needs to:
 - a. Pay an annual membership fee (valid for 12 months) to Paddle Canada. PC has a tiered fee system for your convenience based on the PA's size (please refer to the *PA Membership Pricing* document).
 - b. Provide membership numbers to the PC office at time of renewal and as required during the year.
 - c. Promote PC membership benefits. However all PA members in good standing will be considered associated PC members, "Friends of Paddle Canada". Digital subscription to choice of Rapid Media is included but if member wants to purchase a print subscription can do so at discount.
3. **Renewals:** A PA's membership expires on March 31 annually. All PA will be notified by email 60 days and 30 days prior to expiration.
4. **Insured Activities and Events:** The PA agrees to meet the following requirements during it's activities and events:

- a. **Register its scheduled activities / events:** The PA agrees to register its activities via its online account. Activities can be updated (venue location or date changed) or cancelled as necessary throughout the season.
 - b. **Reporting activities / events :** The PA agrees to report final participant numbers and leaders at least 30 days following the activity / event.
 - c. **Class 3 Waters (coastal and river) is the most advanced water conditions insured by Paddle Canada for PA activities. Paddling in Class 4 waters and higher is not permissible and not considered insurable under this agreement.**
5. **Additional Insured:** The PA agrees to pay PC \$10 for each additional insured request such as from a federal or provincial park or municipality or property owner.
6. **Directors & Officers Insurance:** The PA agrees to provide annual copy of its Directors & Officer (D&O) insurance. Alternatively, a signed Hold-Harmless And Indemnity Agreement letter can be substituted for a D&O insurance certificate.
7. **Risk Management and Indemnification:**
 - a. The PA agrees to conduct all insured activities in accordance with PC's Risk Management Requirements for PA's. The PA understands its responsibilities to adhere to proper industry safety standards during any of its activities. Failure to do so could impact its insurance coverage and membership with Paddle Canada.
 - b. Before entering into any written agreement to indemnify, hold harmless, or assume the liability of a third party, the PA will provide PC with a copy of the agreement, allowing 2 weeks for PC to review and approve it.
 - c. Identify any medical issues, different abilities of members participating in activity/excursion that could affect that persons and the groups ability to operate. This includes insuring there is easy access to any medications carried by members as required.
8. **PC Membership:** In order to qualify and be insured by PC, all Association members and participants must be members of PC in one of the following ways:
 - a. **As PA member:** members in good standing of a PA organization, satisfies the membership requirement whether previously purchased or purchased at time of the activity.
 - b. **As a Friends of Paddle Canada or Instructor member:** the PA agrees to accept proof of PC membership to participants who are not members of their PA but are members of PC in good standing.
 - c. **Guests (volunteer or participant):** non members in one of the preceding categories, may participate at any club activity (on land or water) one time only.
9. **Waivers:** PC insurance policy requires PA's to obtain, file and store completed and signed PC Waiver & Release of Liability forms for all activity participants. The PA agrees to have all Participants Read, initial, understand and sign the PC Waiver before participating in any PA Insured activity.
 - a. **Failure to administer waivers:** The PA understands that failure to collect, file and store (for 7 years post activity remembering those under the age of majority must be kept for additional 7 years after that individual

reaches the age of majority), PC signed waivers may expose the association to monetary and legal liability.

10. **Event/Activity Reporting:** PC must receive reports on all PA activities on a monthly basis in order to provide ongoing and adequate insurance coverage to all participants, volunteers, Association executive and leaders, all the while keeping insurance costs to a minimum. Therefore the following reporting requirements must be followed:
 - a. The report is to indicate the number of participants in the activity (head count) and number of adults and minor (under age of majority) participants.
 - b. The report is to indicate the number of member and non-members (guests) participants. Each non-member must sign a PC Waiver.
 - c. The report must include declaration of any membership fees collected during the activity in accordance with section 2 b).
 - d. Reports must be submitted to PC within 30 days of the completion of the activity or event.

11. **Incident Reports:** prompt attention and reporting of incident and accident reports is essential for proper claims management. Please document all incidents whether the person involved is a participant, leader or a spectator and keep on file with the individuals waiver form. If the incident required Emergency Medical Services, then the Incident/accident reports must be submitted to the PC office.
 - a. In the case of a serious injury, the PA representative must immediately contact Paddle Canada (1-888-252-6292 ext 11) or Peter Fetherston, Holman Insurance at 905-886-5630. Upon review of incident report, additional insurance claim forms may also be required to be completed and submitted directly to our insurance company Holman Insurance Brokers Ltd., 3100 Steeles Ave. East, Markham ON L3R 8T3 Attention Peter Fetherston (associate broker). 905-886-5630, 1-800-567-1279
 - b. All other incident reports must be completed within 30 days after the date of the accident causing such injury by a PA representative to the best of their ability and filed with the individuals waiver form for future reference if necessary.
 - c. PA agrees to pay any insurance deductibles as result of submitting a claim. (min \$500 deductible).
 - d. Please refer to Paddle Canada's Holman Insurance Summary document for full list of filing requirements and provisions (page 9). PA agrees to read and review the Paddle Canada Accident Policy posted at:
<http://www.paddlecanada.com/resources-and-policies/975-paddle-canada-accident-policy.html>

12. **Monitoring:** A PA who accepts and abides by our guidelines but violates or fails to meet the standards, will be reminded of this in writing and will result in their membership being revoked.

Signatures

In witness of their agreement to the terms on pages 1–4 of this Paddle Canada Paddling Association Agreement; the parties hereto have caused this signature page to be executed by their duly authorized representatives as of the date written below:

| | |
|---------------|-------------------------------|
| Paddle Canada | Name of Paddling Association: |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Other associated documents:

Paddle Canada Holman Insurance Summary
Risk Management Requirements for PA