

Kin Canada

# Step-by-Step Risk Management Guide



February 2007



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## SECTION 1: GENERAL RISK MANAGEMENT INFORMATION

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### 1.1 WHAT IS RISK MANAGEMENT?

#### DEFINITIONS

“Risk management” is defined as reducing the chances of injury, damage or loss by taking steps to identify measure and control risks”.

The process of analyzing exposure to risk

A system for making choices with respect to those we serve and the procedures we adopt, and the way we conduct our programs and organizations

Risk Management is the thorough identification and evaluation of risks, and the careful selection and implementation of risk control strategies. Risk management is a **planning process**, and like any planning process, to be effective it must have the **participation of everyone**, it must be **specific to the organization’s needs and circumstances**, and it must be **ongoing**.

### 1.2 WHY IS RISK MANAGEMENT SO IMPORTANT?

Many of you have likely asked yourselves the questions “What is the big deal with Risk Management?” “Why should I...general Kin member be worried about Risk Management?” Why does our club need to be concerned...its National’s problem...they have the insurance?” Well, these are all good questions...with some misconceptions. Risk Management is an issue each and every one of us needs to be aware of and concerned about. The future of our association depends on “Good Risk Management Practice”, and good risk management is done best when everyone is involved.

### 1.3 WHY IS RISK MANAGEMENT IMPORTANT TO US?

- It helps the organization practice good business management
  - ✓ It improves customer service and public image /shows that we are exercising due diligence
  - ✓ It helps make insurance available and affordable/**will not affect the price of dues**
  - ✓ It helps the organization and individuals defend themselves in a lawsuit

- ✓ It reduces injuries to participants (excellent marketing as injured participants don't usually return nor do family and friends)
- ✓ **It protects club members and their families**
- It reduces the occurrence of harmful disputes
- It enables the organization to govern more effectively
- Insurers and funding agencies/organizations/partners may require it

Being involved in community activity, whether the ultimate objective is service, fellowship or personal development, it is a risky business; there is no escaping it. Any time your club or the members of your club are involved in activities that involve contact or interaction with the rest of the world, there is a chance someone could get hurt, something could get damaged, or some other kind of loss could be sustained. Unfortunately, there is an equally good chance that if a mishap does occur, the good name of your club could be front and centre when the fingers are pointed. You and/or your club could be exposed to some major costs and inconvenience in the process of "making things right" and clearing your name.

**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 anyone from suffering any kind of personal, property or financial loss when they are doing something that you are connected to in some way. Whether it is attending a dance or party run by your club, playing on playground equipment, participating in a sports event – whatever – **you need to be aware of the *risk management* policies and procedures that should be used to help prevent loss and/or liability.**

## 1.4 WHO DOES RISK MANAGEMENT?

**Risk management done well is risk management done by everyone.** A goal of risk management should always be to create attributes and awareness among members, volunteers and the participants that promote safety, security and fairness. Leadership and responsibility for key tasks should be assigned appropriately.

Effective risk management requires a basic understanding of some legal principles; careful attention to a risk management process; an ongoing commitment of members and volunteers to such a process; and a good dose of common sense.

**\*Currently, members have a few options as to where they can locate information on Risk Management. They are:**

-National office/ Risk Management Coordinator

- National Risk Management Committee/ Team
- District Risk Managers
- Zone Risk Managers (not all zone have risk managers)
- Club Risk Managers or Club Risk Management Committee

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## **SECTION 2: SIX STEP EVALUATION PROCESS**

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### **2.1 DETERMINING OBJECTIVES**

What is your club involved in, and what are the potential risks involved? What are your goals as a club and how do you go about obtaining such goals? These are the type of things you need to look at when trying to figure out the potential risks that face your club and your club activities. Do you want to own a park, maintain it and make it a safe place for town residents? Are you prepared to take on the responsibility physically, financially and mentally? Consider all your options in what you do and how you do it.

### **2.2 IDENTIFYING RISKS**

This means carefully and critically reviewing a facility, event or program. Doing a lot of brainstorming with staff, volunteers and participants identifies risks. Your basic knowledge of case law and a full understanding of the concept of negligence, including duty and standard of care, will help you to focus on potential risk areas. It is helpful to break up activities, and potential risks, into four functional areas:

- a. **People:** those involved in organizing and running the function; those who are participating, those who own the property and those who are watching
- b. **Property:** equipment, facilities, motorized vehicles, and any other property
- c. **Income:** both revenue and expenses
- d. **Goodwill:** your public image and minimizing any negative impact on it

These four categories cover every aspect of a club's operation and recognizing them helps ensure that areas of risk are not overlooked.

Another tool that can be used to help you identify risks is the simple acronym, WAECUP™, which stand for:

*Waste* – time, garbage, improper storage  
*Accidents* – physical, procedures, back up, liability  
*Error* – human, technical, financial, common mistakes  
*Crime* – internal, external, illegal acts  
*Unprofessional* – morals, unethical acts, blackmail

You can also use audits, checklists, and brainstorming techniques. This is not a one-time duty. This should be done for each function your club participates in each and every year, as risks are constantly changing.



## 2.3 EVALUATING RISKS

In a perfect world detailed records and complete data on recreation and event related injuries would make it possible to measure risks accurately. However, in the absence of detailed information clubs must use their own experiences and judgment to measure risks.

The magnitude of a risk is a function of two elements:

- The **severity** of the risk  
*or the seriousness of the resulting injury, damage or loss*
- The **frequency** of the risk  
*or the likelihood of the injury, damage or loss occurring*

### PRIORITIZING RISK

A group of people can come up with many risks associated with any one event; the key is to prioritize the chances of these risks happening. Looking at the severity and the frequency of the potential risk ever happening does this.

You can use a frequency grading scale from 1-10 with 1 being low and 10 being high.

For example, if one of your risks was theft of money from the cash box at an event by a volunteer and you figure the chances of this happening is less than once a year you might give it a grade of 2 for low frequency.

You can do the same thing for severity, rating on a scale of 1-10, in regards to the severity of the risk and how bad it would affect your club.

For the above given example the severity would depend on the money in the cash box. If it was your largest fundraising event of the year where you typically bring in around \$5,000 the severity might be around 7, however if the event was small and you only brought in around \$200 the severity might only be 3. By adding these two numbers together and multiplying the total by 5 ( $7+3=10 \times 5=50$ ) you will have the percentage which when determined for all risks you will be able to prioritize which risks you will want to deal with...sooner vs. later.

Once you have figured out the Frequency and Severity you need to decide what your best options are in protecting your club from that risk. A helpful chart for doing this is the High/Low chart.

|                      | <b>High Frequency</b>  | <b>Low Frequency</b> |
|----------------------|------------------------|----------------------|
| <b>High Severity</b> | Avoidance<br>Reduction | Insurance            |
| <b>Low Severity</b>  | Retention<br>Reduction | Retention            |

Using the above example, in terms of your largest fundraiser, your frequency is 2 (low) and your severity 7 (high), according to the chart your best option would be insurance (theft), in protecting your club if you became faced with this situation. It is important to realize that you have options as well. You might lower the severity if every hour you take enough money out of the cash box and leave only \$200 dollars in it at a time. Thus the amount of money stolen would be lower, and you might be able to retain such a risk. Note that the transfer of money would have to be done in a safe secure manner, as this too becomes a risk.

**High (S)-High (F)™**

*Avoidance* because it is too costly in chance and severity.

*Reduction* if you can lower either the severity or the frequency you open yourself up to more options to protect against the risk.

**High (S)-Low (F)™**

*Insurance* low cost to transfer because it won't happen too often, but if it did you would not have the money available to get back to normal operations.

**Low (S)-High (F)™**

*Retention* because transfer would be costly, your premium would continually increase because you always need to pay out. You should have funds set aside to deal with such a risk as it is low severity and probably isn't too costly to retain.

*Reduction* you can reduce the amount of losses by taking away one of the catalyst, as the severity isn't too high it isn't essential to do anything to it, you should however try and decrease the chances of it happening.

**Low (S)-Low (F)™**

*Retention* you do this here because the chance of this actually happening is slim to none, and if it did happen it wouldn't be significant enough to cause a change in your business.

## 2.4 CONSIDERING THE ALTERNATIVES AND SELECTING A METHOD

There are four ways to control risks:

Risk Financing:

- **Retain** the risk  
Smaller risks may be retained by simply absorbing them into your operation and budget: vandalism in parks and facilities are good example of risks that are retained.
- **Transfer** the risk  
Risks may be transferred to another party by means of contract such as insurance or waivers.

Or:

- **Reduce** the risk  
Reduce risks to acceptable levels through efforts to change the environment or change human behavior.
- **Avoid** the risk  
You take steps to restrict, limit, postpone or cancel certain activities. Risks that are too great can be eliminated; at the extreme, programs in bungee jumping, trampolining and skateboarding may be cancelled. Less extreme elimination strategies might involve replacing worn equipment or moving a program from an unsupervised to a supervised beach.

These are broad risk control strategies. The strategy that is chosen to control a particular risk depends, in part, on the magnitude of the risk. Smaller risks can be retained quite easily by an organization. Larger risks can also be accommodated; provided steps are taken to reduce these risks to acceptable levels (where what is “acceptable” depends on the standard of care which you are trying to achieve). Risks that are not acceptable should be transferred, and those risks that are so great that perhaps even insurance is not an option, should be avoided altogether.

A good risk management plan is an appropriate, reasonable and affordable “mix” of strategies, suited to an organization’s needs, circumstances and resources. As needs and circumstances change so to might an organization’s risk management plan. It is important, however, not to change one strategy without considering the impact of this change on the total risk management program. *For example, decisions about purchasing new insurance, or extending existing insurance coverage, should not be made in isolation from the other strategies that are being used.*

A final point to mention about managing risks is that certain strategies, such as retaining and transferring risks, do nothing to actually reduce the risk and thus reduce the potential for injuries. They address the financial consequences of negligent behaviour, but do not address the behaviour itself. Sometimes a preoccupation with insurance or waivers as a risk management strategy, or a focus on financial goals, means that other methods of reducing risk (and thus reducing the potential for injuries) are overlooked.

## **2.5 IMPLEMENTING THE DECISION**

Once you have decided on a method to control your risks, make sure you follow through with it. The decision must be implemented with the proper policies and procedures so everyone involved understands what it is that they need to do in order to reduce the potential risk.

Make sure you follow the policies and procedures your club has set out to maintain any risks. You cannot say that you want things to be a certain way and expect them to be. You have to act and act in the manner you want things done.

## **2.6 EVALUATING AND REVIEWING**

As seasons change so do risks. Thus, you need to keep reviewing your decisions.

Your final decision is not the end all and be all of your decision making process, you need to keep tabs on how your solution is working. Is the risk still as frequent or as severe as you thought previously? Perhaps, your club has implemented some new policies and procedures that decrease the chance of that risk ever happening and you do not need to take the same steps as you did before to protect your club from it.

Is everyone involved in controlling the risk doing their part, and doing it properly? Is everyone aware of what they are to be doing? Is the risk still as big a threat as it was before, or is it bigger? It is questions like this that you need to ask to ensure that your decision is still the best one at that time.

*\*For quick references or handouts material please see Module 1 and 2 in section 16 of this guide..*

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## **SECTION 3: RISK MANAGEMENT TEAM JOB DESCRIPTIONS**

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### **3.1 CLUB RISK MANAGER SKILL SET & JOB DESCRIPTION**

#### **Skill Set:**

- Good verbal/written communication skills.
- Understanding of the importance of risk management within the association and your club.
- Willingness to learn about risk management and strategies to assist your club in their planning and club management.
- Good organizational skills and ability to anticipate potential problems arising from projects and other club ventures.
- An understanding of or willingness to learn about National / District / Zone / Club / etc. reporting requirements and procedures, including provincial / territorial corporate status filing procedures.
- Familiarity with or willingness to learn about the Constitution (National), By-laws (National, District and Zone) and House Rules (Club), and ability to articulate policies, rules and procedures based on these documents.
- Basic First Aid competency, knowledge of the insurance industry and/or risk management is a valuable asset, but not a finite requirement.

#### **Responsibilities:**

- Provide education to fellow club members on risk management and insurance issues as they pertain to club administration and activities.
- In cooperation with the project committee, analyze club projects and procedures (past, present and contemplated) to determine any potential risk issues that have occurred or are likely to occur and determine recommendations for mitigation.
- Advise club on viability of all club projects from a risk perspective, including potential legal issues, profitability, potential risks, insurability and recommendations for mitigating risks.
- Recommend the appropriate method(s) of risk control and/or risk financing for all given club projects or activities
- Liaise with National Risk Management Coordinator (at HQ) in the case of any potential “grey areas” where legal or liability issues are unclear.
- Liaise with stakeholders with respect to any insurance or legal requirements that may be necessary on any given projects or issues.
- Ensure all required club documentation and submissions to each level of the association are filed correctly and on time (e.g., dues, membership reporting forms, insurance reporting forms, etc.)
- Ensure the club is in good standing with respect to provincial or territorial corporate status.
- Act as or designate a sole point of contact with the public, media, etc., on any projects where an accident or incident may have occurred.
- Act as sole point of contact with insurers and Kin HQ when advising of new projects, determining whether additional coverage is required and submitting incident reports.

## **CLUB RISK MANAGER HELPFUL HINTS**

To successfully do your duties as your clubs Risk Manager here are a couple helpful hints that can get you through each event your club holds for its members and for the public.

- First you should always remember that Kin National and our Broker are always there to answer any questions your club has in regards to events. If we don't know the answer off the top of our heads, we can promise to do our best to find the answer for you.

Try contacting your District Risk Manager or

Your contact at Kin National is Mélanie Nieson, (800) 742-5546, ext. 208, or by email at [mnieson@kincanada.ca](mailto:mnieson@kincanada.ca).

For Certificates of Insurance, fax a request form to Mélanie Nieson at (519) 650-1091 or [mnieson@kincanada.ca](mailto:mnieson@kincanada.ca).

For special coverage, contact Madonna Law at (800) 232-2024, or by email at [madonna.law@hkmb.com](mailto:madonna.law@hkmb.com).

- The Risk Management Committee has outlined many tasks that the Club Risk Manager must take care of to ensure that all steps are taken to reduce any risks that clubs are faced with. This list is a guideline, something you should try to follow, but something you can add too, or improvise on. Also if you come up with any ideas on how to improve such a position we would love to hear it.
- There are many tools that you can use to help you through these actions. When you are looking into club projects and procedures to determine potential risks the checklists found in this Guide can be of great help.
- Brainstorm with others of the potential risks that you might be faced with. Compare that list with the checklist. Did you miss anything? Did we? Or use the checklist as a way to get started; it can help you get in the right frame of mind in terms of potential risks.
- It is wise to keep the lists you make for future use. If this is an annual event having the list from last year will put you a bit ahead of schedule. This isn't to say that you no longer have to think of potential risks, but maybe less of them. Your lists will be living documents, meaning things are changing including risks and you should be prepared for this year.
- When you are unsure of things don't just ignore them ask someone who might know. Seek legal advice if you are questioning any potential laws, or contact a local insurer if you have liability concerns. Your local municipality can be a great source of information in terms of bylaws and policies.
- Documentation can be your best friend. Even if you are positive you sent out the proper forms, on the proper day, it does not always mean it was received. Documents can go through many hands before they reach the right ones. Be sure that you make copies and note the date that you sent important mail out.
- For example, you should keep copies of the insurance form you send to National, as well as verification of the date it was sent. There is a chance that we might not receive it. Thus, if we contact you to receive the information, you have a copy on hand to send out. In the long run it can save you time.

- Keeping copies of anything your club sends out in terms of checklists, waivers, incident reports and any other information maybe helpful or necessary for your club to use in the event of a claim, it can be a huge asset in your defence. This type of documentation can help show that your club took all the necessary steps to prevent, or respond to a potential liability as best you could.
- Corporate status is another important part of your duties. Each year you will be required to file an annual return in your province so you can maintain your status.
- This status makes your club a legal entity; it could protect your members from being seriously affected if a claim ever came against your club. Make copies of this documentation for your files and to forward proof of filing to National Headquarters. Make sure that you are aware of the necessary steps in order to maintain corporate status. KIN National has provided each club with a booklet outlining the steps involved in corporate status. Keep this booklet in a safe place for reference. Mark your anniversary date on the calendar.
- Safety audits, media relation tips, incident reports and waiver forms are available to every club.
- If your club owns any property, i.e. a pool, building, park, it is vital that you get liability insurance on that property with a \$2,000,000 limit. You must have Kin Canada listed as an additional insured.
- If your Club rents or leases property from a third party, make sure that you are listed as an additional insured on their liability insurance. For example, if you lease a room in a municipal building, see if you can be named as additional insured on their policy. You might want to look into insurance on any property you have in that room. This can also be done if you are helping another organization with a project. Make sure they have insurance (request a certificate) with your club listed as additional insured's.

If you are unsure about any coverage contact Mélanie Nieson at KIN National.

## 3.2

### DISTRICT RISK MANAGER SKILL SET & JOB DESCRIPTION

#### **Skill Set:**

- Strong verbal/written communication skills, in particular the ability to deliver presentations and educational material in an easily understood manner
- An understanding of risk management concepts and the important of risk management within the association
- Ability to deal with difficult situations in a confidential and professional manner
- Strong organizational skills and ability to anticipate potential problems arising from projects and club ventures
- Good understanding of National / District / Zone / Club / etc. reporting requirements and procedures, including provincial / territorial corporate status filing procedures
- Familiarity with Constitution (National) and By-laws (National and District), and ability to articulate policies, rules and procedures based on these documents
- Understanding of the relationship between the District and any Foundations operated at arm's length by the District or by clubs within the District, and ability to communicate the RM requirements applicable to Foundations
- Experience in the insurance industry, health and safety, event management and or risk management is a valuable asset

#### **Responsibilities:**

- Participate in training sessions/conference calls provided by National Risk Management Committee to become familiar with the issues regarding RM and to establish how RM information should be collected and dispersed
- Act as an information and education resource to all clubs and individuals within the District with respect to matters pertaining to RM
- Act as a conduit for communications from the National Board of Directors, the insurers or the National Risk Management Coordinator to ensure that all RM-related information is communicated to the clubs and from the clubs back to these parties
- Provide support to Zone and or Club Risk Managers as needed
- Liaise with the National Risk Management Coordinator (at HQ) and NRMC
- Work with the Deputy Governors to ensure that all required club documentation and submissions to each level of the association are filed correctly and on time (e.g., dues, membership reporting forms, insurance questionnaires, etc.)
- Ensure that each club is in good standing with respect to provincial or territorial corporate status
- Provide education to fellow District Executive/Council members on risk management and insurance issues as they pertain to club administration and activities



## **DISTRICT RISK MANAGER HELPFUL HINTS**

- Keep yourself familiar with the Step by Step Risk Management Guide and the education information you received from the Risk Management committee
- Keep clubs informed of any changing information.
- If clubs are doing similar events get them in contact with each other so they can share information in terms of possible risks. The more heads together the better!
- Keep informed about corporate status and annual filings with National; are your clubs doing it?
- Keep on hand copies of checklists, audits and any other helpful forms for clubs that way if they are ever having a function you can supply them with helpful information on possible risks and what to watch out for
- You are not the be all end all and for clubs to get information in regards to risk, remember KIN National is there for you as well as our insurance brokers
- Contacts
  - KIN National HQ <sup>TM</sup> Mélanie Nieson (800) 742-5546 ext. 208, [mnieson@kincanada.ca](mailto:mnieson@kincanada.ca)
  - HKMB International Insurance Brokers, Madonna Law (800) 232-2024, [madonna.law@hkmb.ca](mailto:madonna.law@hkmb.ca).

### 3.3 SO, YOU'RE THE NEW DISTRICT RISK MANAGER!

*\* Article by Gail Brittain-member of the National Risk Management Committee to help new District Risk Managers understand their role.*

July 1<sup>st</sup> has come and gone and you have officially taken on the District Risk Management position of your district executive. What now?

Yours is a very important position! The safety of the District and indeed the Association is in your hands. The first and most important aspect of your job is education. At every opportunity you should be promoting risk awareness to members. It is through constant communication that members become responsible for a safe, secure environment where all members can grow, learn, make friends and have fun.

At your District Leadership Seminars & Pre-Terms, you were given the basic rundown of the duties of a District Risk Manager. One of your duties is to ensure all Zones have a Risk Management Director. These people will be the pulse of the zones. Through the ZRM you will communicate items of education and information. This may be done by email, phone or regular mail. From time to time it would be beneficial to talk with the ZRM's to find out if there is anything on the horizon that may require a risk management evaluation. It's always good to be aware of any such events in and around the zones of your District. Also, people seem to pass on more information in a personal conversation.

From time to time, you may receive a call from a ZRM or even a Club President with a question or concern about risk management and/or an incident. Please advise the club in question to complete an Incident Report Form and forward it immediately to Headquarters. This being done, Remember, you are not alone. You will be assigned a Risk Management buddy from the National Risk Management Committee. This person can prove to be a very valuable resource. Keep in touch with him/her on all risk activity in your District. All matters of Risk Management must also be reported to Melanie Nieson, the National Risk Management Coordinator. These are the people who need to be in the know at all times in the event of legal proceedings. Do Not Try To Handle Things By Yourself. That is not your job. The Association has professional people at its disposal to intervene on its behalf. Remember, your job is to educate and communicate.

Early in your DRM position you will be required to oversee the Insurance Questionnaires and Corporate Status information for the clubs in your District. Each month you will receive a printout from Melanie at HQ. This printout will tell you the clubs who are compliant with their forms. With the help of your Zone Risk Managers you will encourage everyone that has not already done so, to submit the papers immediately. Honestly, this may take several calls and emails, but 100% compliance can be achieved. Once again, education and communication is the key.

From time to time, you may be required to present a Risk Management Module. There are many modules available at National Headquarters. These presentations have been

prepared for delivery at Fall Leadership Conferences, Mid-Terms, Spring Zones and any other venue that provides Kin Education.

There will be several National mailings from National Headquarters regarding Risk Management. You will receive all information that is forwarded to your District Executive and to the clubs. Please read, act upon and forward as required by the Risk Management Coordinator.

I have just completed a year as District Risk Manager with District 7. It's a position that I very much enjoyed. It was interesting to hear about the many events going on in the District and to find out the differences between the provinces in regards to licenses, corporate status, etc. The most rewarding was providing the information and training we all need to reduce Risk to all levels of the Association. Please, do not hesitate to call upon your buddy on the NRMC on any topic of Risk Management. We are here to provide help to you in your new position." Kingratulations" and have a safe year as District Risk Manager.

### **3.4 DEPUTY GOVERNOR SKILL SET & JOB DESCRIPTION**

#### **Skill Set:**

- Knowledge of parliamentary procedures and Kin history
- Working knowledge of District and Zone House Rules and Polices & Procedures Manuals
- Familiar with National, District, and Zone service projects
- Has held at least one Club executive position including President
- Has attended at least one Spring Zone Conference and District Convention
- Commitment to follow the District Plan
- Display strong organization skills, Problem solving and conflict resolution skills
- Must be a team player, Open minded and adaptable
- Superior written and verbal skills along with computer competency for email correspondence
- Displays self motivation and dedication to all tasks
- Familiarity with Microsoft word/office for reports/newsletters
- Some experience in public speaking or making presentations

#### **Responsibilities:**

- The Senior Kin position in the Zone
- A communication liaison between the District and Clubs
- Mentor to Clubs
- Offer motivation and encouragement to Clubs
- Promote Membership and possible new Club Charters
- Act as a facilitator or instructor of Kin Education
- Communicate Club issues to the appropriate District Executive Member
- Work hand in hand with the District Risk Managers to help ensure that clubs have submitted their insurance reporting forms and their annual corporate status filing to their provincial government while submitting proof of filing to National

#### **DEPUTY GOVERNOR HELPFUL HINTS**

- Attend District Convention as incoming and outgoing DG and attend FLC during your term Attend District Council meetings, including a Pre-term and Mid-term meeting
- Attend a District Leadership Seminar (DLS) training weekend
- Organize and chair President's pre-term and mid-term meetings
- Organize and chair a Club Executive Seminar and a Membership Seminar for your Zone
- Organize and chair a Spring Zone meeting
- Consider attending National Convention
- Visit each club in the Zone at least twice, including Executive Installation Night
- Produce and distribute at least 4 Zone newsletters
- Contact Club Presidents on a regular basis to monitor club activities, challenges and successes

### **3.5 WHAT IS THE NATIONAL RISK MANAGEMENT COMMITTEE'S (NRMC) INVOLVEMENT?**

- The Risk Management committee works closely with the Kin Education and Training Committee to develop training programs for Governors, Vice-Governors and Deputy Governors.
- The NRMC shares in the responsibility of the assessment and management of the risk issues (insurable and otherwise) associated with Kin Canada operations including the identification, assumption, elimination and/or transference of that risk.
- The Risk Management Committee outlines many tasks that the Club Risk Manager must take care of to ensure that all steps are taken to reduce any risks that clubs are faced with.
- They are available to help any Kin member with questions they might have regarding insurance and or risk management
- The NRMC helps in the creation of risk management documents to help educate all Kin members.
- The Risk Management Committee participate in monthly calls with the Risk Management Coordinator at National to help determine the needs and how the needs can be met
- The committee meets at the end of each Kin year for a face-to-face meeting with the Risk Management Coordinator at National to help determine the needs for the year ahead.

### **3.6 HOW CAN THE NATIONAL RISK MANAGEMENT COORDINATOR BE OF HELP?**

The National Risk Management Coordinator provides up to date information and training material on Risk Management and Insurance to the DRM's. This allows the DRM's to provide clubs with helpful information to help ensure safe and fun events. For the Risk Management to be accurate she must receive the completed insurance reporting forms from your clubs. This allows National to determine if our policy coverage is sufficient, if changes need to be made and most importantly is helps to determine if the events being held by the club requires insurance coverage that is not available under our National umbrella policy. If a club is hosting an event not covered under the Kin policy the National Risk Management Coordinator can help the club take the appropriate steps to acquire the required insurance. Clubs often need to provide proof of coverage to a third party. This again is something that the Risk Management Coordinator can help you with. She can provide you with a certificate of insurance request that you will need to complete and forward to her attention. Once she is satisfied with the information she will submit the request on your behalf to our insurance brokers for final approval.

As we all know, incidences is a part of life and we can't always avoid them. When an incident occurs during a Kin event the National Risk Management Coordinator needs to be made aware within 24 hours. This allows the National office to prepare for media, lawyers, insurance...The National office can't help the club if there are kept in the dark. The Risk Management Coordinator will provide you with an incident reporting form for completion. This form will help protect the entire association. Documentation is your best friend. Once all information is documented the National office is able to evaluate the gravity of the situation and will determine if our insurers need to be advised.

When planning an event many tasks are involved. Tasks create hard work but sometimes they can also create confusion. The National Risk Management coordinator is there to help you answer questions regarding events, to clear up confusion, to give suggestions, to help you determine the insurance implications to the club event and find any potential grey areas where legal or liability issues are unclear.

The National Risk Management Coordinator has documents, information material, checklists, modules, articles and waivers that will be helpful in planning a safe and fun event. Please contact the National Risk Management Coordinator, Mélanie Nieson at 1-800-742-1920 ext 208 for any of these documents.

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## **SECTION 4: RISK MANAGEMENT POLICIES & PROCEDURES**

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During the development of the corresponding policy and procedure guidelines for each of the key exposures and other important topics, the committee tried to keep in mind the following differences among clubs:

- (1) Geographic and legislative differences between districts;
- (2) Available resources—financial and human;
- (3) Community needs.

It is important to note that the checklists included in this guide are representative of a “reasonable” standard of care that should be assumed for a specific category of project. Individual circumstances will dictate whether the standard of care should be higher for the specific event that you are conducting. Consider these checklists as a minimum acceptable national standard. If a project being run has special circumstances that warrant a higher standard of care, then those higher standards of care should be used. However, in setting this higher standard of care, be wary of setting your project up to fail by making the enforcement of this standard of care so onerous that the project is unworkable.

These checklists are intended to provide some assistance and suggestions to consider in the development of each individual policy and applicable procedures. They are recommended checklists only. Each club may have project-specific checklists that supersede these checklists that do the job far better, and that’s fine. The important thing is to ensure that processes and procedures for risk management are in place for every endeavour, no matter the size and frequency. Each club may wish to use the waiver forms in the appendices, or set up their own forms; regardless of what is done, it is crucial that everything is well documented. Every project should have a detailed file with current reports, budgets, checklists and waiver forms on file. Standard forms, such as the Incident Report forms, should not be amended, but other forms can be changed to suit a club’s projects or specific activities.

### **4.1 TOOLS AND TECHNIQUES IN RISK MANAGEMENT**

Many different strategies can be used to control risks in an activity. These range from avoiding risks altogether by discontinuing an activity, to transferring risks by means of contracts, to reducing risk by changing peoples behaviour or modifying the environment.

#### **SOME RISK MANAGEMENT TECHNIQUES INCLUDE:**

- Waivers and related written forms

A waiver is a legal contract between two parties. A good waiver is one that meets the legal requirements of a binding contract.

- Staff and volunteer training

The care in which an organization takes in selecting, training, and supervising staff and volunteers is critical to an overall risk management plan. Nearly all accidents are caused by human error, and when an organization is found negligent it is most often because an activity was

not adequately supervised. The best risk management plan is one that pays close attention to these “people” factors. A risk management plan should identify minimum standards for certification and qualification of both employees and volunteers and in recruiting, organizations should adhere to them. Staff and volunteers should participate in an ongoing training program in risk management. An active program of ongoing personnel training and development helps to show that an organization is doing its best to meet the reasonable standard of care expected by the law.

- Rules, warnings and signs

Help to prevent injuries by encouraging safe participation in activities, they play an important role in educating participants. They not only make participants more aware of the need for safety, they may also deter lawsuits, as an injured person is less likely to sue if they believe that they were fully warned about the risks of an activity. Should a lawsuit occur, proper use of rules, warnings and signs makes it easier for an organization to prove due care, voluntary assumption of risk, or contributory negligence.

### **IMPORTANT FACTORS WHEN WRITING SIGNS**

1. Clear and direct

- Especially if children will be reading it. “No helmet, no game!” vs. “During play a helmet is to be worn at all times. Participation by members without helmets will not be permitted”.

2. Specific about the risks it is warning against

- “Use at your own risk” is meaningless. Must say what the risk is, so a person can make an informed decision about whether or not to participate, thus accept the risk.

3. Located at point of entry to facility or hazard, and be prominent

- For example, a sign ten feet off the ground cannot be read easily by children or by people in wheelchairs.



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## **SECTION 5: USING THE KIN LOGO**

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Before using the Kin Logo you must contact Kin Headquarters to obtain a licensing agreement. Once the agreement has been signed it must be returned to Kin Headquarters for review.

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## **SECTION 6: USING THE KIN NAME**

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It should become common practice for all clubs to never put the Kinsmen/Kinette or Kin name on a project that someone else controls. For example if your club helps to organize getting the circus to town you should not allow the circus to sell tickets to business's and the public claiming that it is the Kinsmen/Kinette or Kin Club of that area running it.

Should your club be approached by a circus to bring them to your town, and your club's services are hired by the circus, they should still not be allowed to use your name in any way to promote the circus or the selling of tickets.

Under no circumstances should the Kinsmen/Kinette or Kin named be used to promote something that is not in the control of your club. Our policy was not created to provide other groups with free liability insurance.

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## **SECTION 7: DONATIONS AND SPONSORSHIP**

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**When donating an object or money** the club should have a waiver completed by the recipient of the donation waiving the club from any liability exposure. Also, if the club name is to appear on the donated item please make sure that it is specified that the item was a donation made to recipient name. This will allow the public to know that it was a donation only and that the club is not responsible for the upkeep or use of the item. It is recommended that clubs not purchase an item for donation; clubs will be better protected if they provide the recipient with money to put towards the item. **Please see Cash Donation Transfer Waiver & Asset Transfer Waiver in section 8 of this guide.**

**When sponsoring an event or team** the club should always have a waiver completed by the recipient indicating that the club is only contributing money towards the event and that they are in no way to be help responsible for the event or team. The item or team being sponsored should not carry the Kin name; ex: Kinsmen Club of.....minor baseball league or Kinette Club of ...playground but can indicate the wording "Sponsored by the Kinsmen or Kinette Club of ....." **Please see Cash Donation Transfer Waiver & Event Waiver of Liability in section 8 of this guide.**

*\*Other useful documentation includes:*

*-Risk Management Module # 8 found in section 16 of this guide.*

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**SECTION 8:**

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# **Risk Management Waivers**

8.1



**CASH DONATION TRANSFER WAIVER**

**Cash donation will be applied to:**

**Recipient of cash donation:**

**Date of Donation:**

The recipient hereby accepts the above-described cash donation on the above noted date from the Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of \_\_\_\_\_ as a cash donation only. The Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of \_\_\_\_\_ will not be responsible for how and when the cash donation will be used nor will they be responsible for the event or asset mentioned above.

As a condition of this cash donation, the recipient forever releases the Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of \_\_\_\_\_ from any and all liability that may result from the ownership, use, maintenance, or operation of such asset or event held by the recipient of the cash donation.

Furthermore, the recipient agrees to hold the Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of \_\_\_\_\_, its employees, officers, directors, agents, volunteers and members, harmless and indemnify them from any and all liability, claims, actions, losses, injuries, expenses, or damages whatsoever arising out of the event taking place or the ownership, use, maintenance, or operation of the asset purchased with the donation.

\_\_\_\_\_  
Signed on behalf of the Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed by an authorized representative of the Recipient

\_\_\_\_\_  
Date

8.2



## ASSET TRANSFER WAIVER

**Asset Description & Location:**

**Asset Recipient:**

**Effective Date of Transfer:**

The recipient hereby accepts the above-described asset in its current form and condition (“as is”) on the above noted date from the Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of \_\_\_\_\_.

As a condition of this asset ownership transfer, the recipient forever releases the Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of \_\_\_\_\_ from any and all liability that may result from the ownership, use, maintenance, or operation of such asset.

Furthermore, the recipient agrees to hold the Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of \_\_\_\_\_, its employees, officers, directors, agents, volunteers and members, harmless and indemnify them from any and all liability, claims, actions, losses, injuries, expenses, or damages whatsoever arising out of the ownership, use, maintenance, or operation of the above described asset.

\_\_\_\_\_  
Signed on behalf of the Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signed by an authorized representative of the Recipient

\_\_\_\_\_  
Date



## EVENT SPONSORSHIP AGREEMENT

- Date:** “Insert Date”
- Sponsor:** “Insert Kinsmen Club”, located at “Insert Address” (“Kinsmen Club”)
- Organizer:** “Fill in Business Name or Organization” located at “Insert Address (“Organizer”)
- Event:** “Insert Kinsmen Club” shall sponsor the “Insert Event” for the term of “Insert Term” located at “Insert Location”
- Sponsorship Rights:** Organizer grants to “Insert Kinsmen Club” the following sponsorship rights (the “Sponsorship Rights”) for the Event: (a) “Insert Kinsmen Club” name shall be displayed at “insert location name” exclusive. Name category sponsor; (b) “Insert Kinsmen Club” shall be the “Official Sponsor” of the “enter name of item” and shall have the exclusive right during the Term (defined below) to refer to such designation in advertising, promotions and merchandising; (c) “Insert Kinsmen Club” shall receive “Title Sponsorship”
- Sponsorship Fees:** In consideration of the Sponsorship Rights, “Insert Kinsmen Club” shall donate money “Insert Amount” during the term of the contract (the “Sponsorship Fee”).
- Insurance:** Organizer will provide and maintain comprehensive general liability insurance coverage in an amount not less than \$5,000,000.00 per occurrence during the Term (defined below) naming “Insert Kinsmen Club” and Kin Canada an additional named insured. Upon execution of this Agreement, the Licensee will provide “Insert Kinsmen Club” and Kin Canada with evidence of such insurance coverage in the form of a certificate of insurance naming “Insert Kinsmen Club” as an additional named insured.
- Indemnification:** During the Term and thereafter, Organizer agrees to indemnify “Insert Kinsmen Club” , its partners, licensed brands and affiliates and their respective directors, officers, employees, and agents, from and against any and all expenses, damages, claims, liabilities and costs whatsoever (including attorneys’ fees and expenses) suffered or incurred by any of them and arising in connection with; (a) the breach by Organizer, its officers, directors, agents or employees of this Agreement; or (b) the willful misconduct or negligent act or omission of Organizer, its officers, directors, agents or employees.
- Term:** The term of this Agreement shall begin on the date of signing and end on [Insert date] (the “Term”). “Insert Kinsmen Club” shall have the right to renew this Agreement on substantially the same terms and conditions for subsequent events.
- Termination:** This Agreement may be terminated by either party immediately upon notice to the other party: (a) in the event of the winding up, dissolution, liquidation, bankruptcy or insolvency of the other party; (b) if any execution or other enforcement process becomes enforceable

against any material property of the other party; or (c) if the other party breaches a material term or condition of this Agreement and fails to remedy such breach within ten (10) days from receipt of notice thereof.

**Cancellation:** If the Event is cancelled for any reason whatsoever, so Sponsorship Fee shall be due and any Sponsorship Fees paid in advance shall be refunded to **“Insert Kinsmen Club”** immediately. If there is any change in law that would limit **“Insert Kinsmen Club”** from using in whole or in part any rights, entitlements or privileges hereunder, the parties shall reduce Sponsorship Fees accordingly.

**Approvals:** Nothing herein shall be construed as granting Organizer any right to use **“Insert Kinsmen Club”** name, logos, trademarks or other property in any way without the prior written approval of **“Insert Kinsmen Club”** . All advertising, promotions or merchandising programs relating to **“Insert Kinsmen Club”** sponsorship of the Event may be subject to the prior approval of regulatory authorities.

**Non-Recourse:** Organizer agrees that any liability of **“Insert Kinsmen Club”** hereunder is a liability of **“Insert Kinsmen Club”** only and is not a liability of any of its partners. As such, any such liability shall be paid or otherwise satisfied only by **“Insert Kinsmen Club”** or the application of the assets of **“Insert Kinsmen Club”** . Organizer acknowledges that it shall have no right or recourse under this Agreement against any partner individually or jointly with respect to the payment or other satisfaction of any liability or obligations incurred by **“Insert Kinsmen Club”** hereunder, and that its sole recourse shall be against **“Insert Kinsmen Club”** and the assets thereof. Organizer expressly and irrevocably waives any right to proceed against any of **“Insert Kinsmen Club”** partners individually with respect to any matter hereunder or to satisfy any judgement or order against **“Insert Kinsmen Club”** . This non-recourse provision shall survive the termination of this Agreement.

**General:** During the Term and at all times thereafter, the parties agree to keep the terms of this Agreement confidential. The parties shall not assign this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and permitted assigns. In the event that any provision of this Agreement is found to be illegal or be unenforceable under the law now or hereafter in effect, such illegality or unenforceability shall not affect the validity of the remaining provisions of this Agreement. This Agreement, including schedules, contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all previous agreements or understandings between the parties with respect to the subject matter herein, whether written or oral, expressed or implied. Each party hereto is an independent contractor and has no authority or right to incur obligations of any kind in the name of or for the account of the other party. Neither party is or shall be deemed to be, an associate, partner, principal or agent of the other party. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**“Insert Kinsmen Club” 2006**

**“Insert name of recipient” 2006**

\_\_\_\_\_  
**Name and Title:**

\_\_\_\_\_  
**Name and Title:**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Name and Title:**



FULL AND FINAL RELEASE

FOR AND IN CONSIDERATION of the sum of .....

.....

to me/us in hand paid by .....

the receipt of which is hereby acknowledged, I/we being of lawful age, for myself/ourselves, my/our heirs, administrators, executors, successors and assigns hereby fully and forever release,

acquit and discharge the said.....,

his/her/their/heirs administrators, executors, successors and assigns from any and all actions, causes of action, claims and demands of whatever kind or nature on account of any and all known and unknown injuries, losses and damages by me/us or my/our property sustained or received on or

about the.....day of ....., 2..... through .....

.....

for which injuries, losses and damages, I/we claim the said.....

..... to be legally liable, which liability is expressly denied, it being understood and agreed that the acceptance of said sum is in full accord and satisfaction of a disputed claim and that the payment of said sum is not an admission of liability.

IT IS expressly understood and agreed that this release and settlement is intended to cover and does not only all now know injuries, losses and damages, but any future injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof:

AND I/WE hereby declare that I/we fully understand the terms of this settlement; that the amount stated herein is the sole consideration of this release and that I/we voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims for injuries, losses and damages resulting or to result from said accident.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s) this.....

.....day of....., 2.....

WITNESSES:

CAUTION! READ BEFORE SIGNING

.....

.....

.....

.....

DIRECTION TO PAY

The consideration for the agreement set out above is to be paid out as follows:

|         |          |
|---------|----------|
| TO..... | \$.....  |
| TO..... | \$.....  |
| TO..... | \$.....  |
| Total   | \$ _____ |

WITNESS..... SIGNED.....





**PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

---

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.

4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
  
5. If despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
  
6. I sign this agreement on my own behalf and on behalf of the Minor.

**I HAVE READ THIS PRENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.**

\_\_\_\_\_  
 Signature of parent or guardian      Printed name of parent or guardian      Date

\_\_\_\_\_  
 Signature of Witness      Printed name of Witness      Date

8.6



**MINOR'S ASSUPTION OR RISK ACKNOWLEDGEMENT**

|                                      |                     |
|--------------------------------------|---------------------|
| Description and Location of Event(s) | Date Release Signed |
|--------------------------------------|---------------------|

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave or refuse to participate further in the event(s).
2. I understand that the **ACTIVITIES OF THE EVENT ARE VERY DANGEROUS AND INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.**
3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, or the negligence of others, including those persons responsible for conducting the event(s).

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGEMENT, UNDERSTAND THAT I HAVE READ, AND SIGN IT VOLUNTARILY.

|                                |      |
|--------------------------------|------|
| SIGNATURE OF MINOR PARTICIPANT | DATE |
|--------------------------------|------|

|                                   |     |
|-----------------------------------|-----|
| PRINTED NAME OF MINOR PARTICIPANT | AGE |
|-----------------------------------|-----|

|         |                         |
|---------|-------------------------|
| WITNESS | PRINTED NAME OF WITNESS |
|---------|-------------------------|



**ORGANIZATIONAL HOLD-HARMLESS AND INDEMNITY AGREEMENT**

\_\_\_\_\_ shall indemnify, hold free and harmless, and assume liability  
 (Organization)  
 for, and defend the Kinsmen/Kinette Club of \_\_\_\_\_, its chartered councils, groups, agents,  
 servants, employees, officers, and directors from any and all costs and expenses including, but not  
 limited to, attorneys' fees, reasonable investigative and discovery costs, court costs, and all other sums  
 which the Kinsmen/Kinette Club of \_\_\_\_\_, Kin Canada, its chartered councils, groups, agents,  
 servants, employees, officers and directors may pay or become obligated to pay on account of any, all and  
 every demand for claim or assertion of liability, or any claim or action founded thereon, arising or  
 alleged to have arisen out of \_\_\_\_\_ use of real or personal property as  
 (Organization)  
 described below belonging to the \_\_\_\_\_ Club of \_\_\_\_\_, Kin Canada, its chartered  
 councils, groups, agents, servants, employees, officers, and directors, or by any action or omission  
 by \_\_\_\_\_, its members, agents, servants, employees, officers, or directors  
 (Organization)  
 during the period of use as specified hereafter.

Property and period to be used:

\_\_\_\_\_  
\_\_\_\_\_

Organization: \_\_\_\_\_ Authorized by: \_\_\_\_\_

(member with authority to sign documents)

Date: \_\_\_\_\_



**RE: EVENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**WAIVER OF LIABILITY**

I/We, the Undersigned, do hereby in consideration of the sum of One (\$1.00) Dollar now paid to me/us (the receipt and sufficiency of which is hereby acknowledged) and for other good and valuable consideration received by me/us, do hereby agree to save harmless and keep indemnified any or all of the clubs belonging to Kinsmen & Kinette Clubs of Canada (hereinafter referred to as "the Association") and without restricting the generality of the foregoing, the Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of \_\_\_\_\_, their organizers, directors, agents, officers, officials, servants, representatives, assigns and successors from and against all claims, actions, causes of actions, costs, expenses and demands in respect to injury, death, loss or damage to my/our person or property, or the person or property of anyone who, at my/our invitation or request, attends howsoever caused arising out of or in connection with my/our membership and/or participation in competitions, tournaments, demonstrations and other activities hosted, arranged, sponsored or held by the Association or in respect to my/our occupation of, or the occupation of anyone who, at my/our request, occupies premises owned, controlled, leased, occupied and/or used by the Association and which I/we occupy by right, licence, lease or other agreement through the Association, notwithstanding that the same may have been contributed to or occasioned by the negligence of the Association, its organizers, directors, agents, officers, officials, servants, representatives, assigns and/or successors. It is understood that this agreement is binding on myself/ourselves, my/our heirs, executors and assigns.

IN WITNESS WHEREOF I/we have hereunto set my/our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Organisation)

Per: \_\_\_\_\_

(Please print name of officer or other person authorized to bind the Organization.)

\_\_\_\_\_  
Name of Witness  
(Please print): \_\_\_\_\_)

\_\_\_\_\_  
Name of Individual  
(Please print: \_\_\_\_\_)

\_\_\_\_\_  
Name of Guardian if individual is not the age majority.

\_\_\_\_\_  
Signature of Guardian



**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

\_\_\_\_\_  
DESCRIPTION AND LOCATION OF  
SCHEDULED EVENT(S)

\_\_\_\_\_  
DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees" FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY DAMAGE, OR COST they may incur arising out of or related to the EVENTS(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges 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 RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**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 A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

***\*ALL SECTIONS MUST BE COMPLETED\****

**PRINT NAME HERE**

**SIGN NAME HERE**

**DUTIES**

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8.10



**WAIVER OF LIABILITY**

I/We, the Undersigned, do hereby in consideration of the sum of One (\$1.00) Dollar now paid to me/us (the receipt and sufficiency of which is hereby acknowledged) and for other good and valuable on consideration received by me/us, do hereby agree to save harmless and keep indemnified any or all of the clubs belonging to Kinsmen & Kinette Clubs of Canada (hereinafter referred to as "the Association") and without restricting the generality of the foregoing, the Kinsmen/Kinette/Kin/Kinsmen & Kinette Club of \_\_\_\_\_, their organizers, directors, agents, officers, officials, servants, representatives, assigns and successors from and against all claims, actions, causes of actions, costs, expenses and demands in respect to injury, death, loss or damage to my/our person or property, or the person or property of anyone who, at my/our invitation or request, attends howsoever caused arising out of or in connection with my/our membership and/or participation in competitions, tournaments, demonstrations and other activities hosted, arranged, sponsored or held by the Association or in respect to my/our occupation of, or the occupation of anyone who, at my/our request, occupies premises owned, controlled, leased, occupied and/or used by the Association and which I/we occupy by right, licence, lease or other agreement through the Association, notwithstanding that the same may have been contributed to or occasioned by the negligence of the Association, its organizers, directors, agents, officers, officials, servants, representatives, assigns and/or successors. It is understood that this agreement is binding on myself/ourselves, my/our heirs, executors and assigns.

IN WITNESS WHEREOF I/we have hereunto set my/our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Organisation)

Per: \_\_\_\_\_

(Please print name of officer or other person authorized to bind the Organization.)

\_\_\_\_\_  
Name of Witness  
(Please print): \_\_\_\_\_)

\_\_\_\_\_  
Name of Individual  
(Please print): \_\_\_\_\_)

\_\_\_\_\_  
Name of Guardian if individual is not the age majority.

\_\_\_\_\_  
Signature of Guardian



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## **SECTION 9: FINANCIAL RISKS**

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### FINANCIAL RISKS FOR NEW AND EXISTING PROJECTS

When your club is considering or involved in a project the first thing you need to do is list all of the liabilities the project has in its entirety. Meaning all expenses involved in running the project and make sure your club has availability to enough money to pay all expenses with no income from the project what so ever.

This means your club has enough cash and borrowing power against assets to cover a total flop of the project. If your club cannot afford to do the project on your own it would be wise not to partake in it. However in the end it is the club's decision to weigh out the pros and cons and make a decision on whether you should do the project or not.

### THE UNWRITTEN RULE

It should become common practice for all clubs to never put the Kinsmen/Kinette or Kin name on a project that someone else controls. For example if your club helps to organize getting the circus to town you should not allow the circus to sell tickets to business's and the public claiming that it is the Kinsmen/Kinette or Kin Club of that area running it.

Should your club be approached by a circus to bring them to your town, and your club's services hired by the circus, they should still not be allowed to use your name in any way to promote the circus or the selling of tickets.

Under no circumstances should the Kinsmen/Kinette or Kin named be used to promote something that is not in the control of your club.

### EXAMPLE: PARTICIPARK

15-20 years ago Municipalities were instructed by their insurance companies to get rid of or upgrade their playground equipment. Most Municipalities found the upgrades were too costly and opted to pull the equipment out. When the Kinsmen and Kinette clubs got word of this they started ParticiPark Projects across Canada.

The project was jumped into the Kin way to make sure that kids had a place to play. In some cases municipalities gave Kin the land and they went in and made their own equipment and in others Kin supplied money and labour to put equipment in land owned by the cities and municipalities and they were called "Kin Parks".

Some of our current insurance problems have been caused by the Kin name being on property that Kin have no control over.

Looking back at ParticiParks, liability was transferred to Kin by the municipalities and it is now costing us in terms of increased liability and insurance. As a result of ParticiPark, regardless of Kin's good intentions we now see the need for waiver forms for any property our name is on and

that we do not control. Further, this is why we now have to ask individual clubs who own property to obtain their own liability insurance.

Hopefully by transferring this risk from our national policy to individual property policies owned by clubs we can maintain a national policy for all clubs.

For waiver forms your club can use the ones, found in this guide or make similar ones. Waivers can be found in section 8 of this guide.

For information on our National Insurance Policy and Director's and Officer's Insurance information please look in section 22 of this guide.

### Risk Control & Risk Financing

The following risk control and risk financing techniques should be chosen and implemented. These techniques are used to minimize the risk to an individual or club in the event that the worst-case scenario occurs in a given situation. In general, a variety of options, often used in combination with each other, are available for use.

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*;
- (2) *Reduction*; and
- (3) *Transfer*.

*Avoidance* is 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 the club's operations. So, 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.

*Reduction* involves practising either loss prevention or implementing measures 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.

*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 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:

*Retention; and Transfer.*

*Retention* involves all means of generating funds internally to pay for losses (for example, creating a “contingency fund” within a project budget to allow for unforeseen risks).

*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.

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## **SECTION 10: ALCOHOL RELATED EVENTS**

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### **10.1 ALCOHOL POLICIES**

An alcohol policy establishes a set of rules and regulations concerning the management and operation of events where alcohol is served as a private, closed, or open event. In accordance with provincial law and local consideration, it specifies indoor and outdoor locations where alcohol can be consumed for these events and other locations where alcohol can never be consumed.

This is an important area for Kin to be on top of. As many events that clubs hold include alcohol, each club should have in place House Rules that govern the consumption of alcohol whether by members or the public. This is especially important for clubs that own clubhouses.

Most Municipalities and Cities in Canada have in place Alcohol Polices that patrons and occupiers (renters/leasers) must follow if they wish to serve/consume alcohol while on their premises. These policies have an effect on how clubs can serve and to whom they can serve alcohol.

Although, most of Kin have good alcohol practices, it might be a good idea to write out a few rules or regulations that need to be followed when you hold an event that involves alcohol.

A few examples of best practices would be:

- Anyone serving alcohol at a Kin, or Kin related function must have taken a Smart Serve course or similar
- Alcohol should not be served where there are minors, unless the alcohol is served in a restricted area and all patrons entered such area are checked for proper identification.
- Anyone who appears to be intoxicated should no longer be served alcohol. A way that can help ensure this is limiting the amount of alcohol one person can be served at any given time (i.e. two drinks maximum given at one time).
- Your club might want to have an “Operation Red Nose” or free taxi service for patrons so they do not need to drive after they have been drinking at one of your events. If it is not possible make sure numbers are posted for local taxi services and phones are available to patrons.
- Non-alcoholic beverages should be available, and you might want to give them free of charge if the person is acting as the designated driver, or at a lower cost.

Some other alcohol policies include:

- Listing designated indoor and outdoor sites where alcohol is and is not permitted
- Serving food, low alcohol and no alcohol drinks available
- Proper signage, i.e. maximum serving limit to patrons at the bar area, or spot checks posted by exits
- Having adequate supervisory workers and bartenders for the amount of patrons at any one event
- The need to have liability insurance
- Not allowing intoxicated people into the event

It is important that each club contacts their local municipality to ensure that they are following the Municipal Alcohol Policy, and know what the policy entails. By doing this, your club may also form a policy around what your town stipulates.

If your club owns a Clubhouse it is essential for you to have Liability Insurance and to ensure that the serving of Alcohol is responsible and guided by House Rules.

## 10.2 LIQUOR ACT

Every province and territory in Canada has a different Liquor Act in place. Generally speaking, each Act sets out the constitution and powers of the controlling body (for example, the Yukon Liquor Corporation), and the rules under which liquor can be sold or otherwise dispensed in the jurisdiction. As with Occupiers' Liability, it is important to become familiar with the Liquor Acts prevailing in your jurisdiction, and to become aware of your rights and responsibility under the Acts. Be particularly aware of your responsibility to ensure that a patron of an event at which you are selling liquor does not come to any harm either at, or on the way home from, the event.

Because of the inherent risks involved in liquor-related events, clubs that are regularly involved in liquor-related events should invest some time and a relatively small amount of money in a Smart Serve Training Program. Details about Smart Serve can be found at <http://www.smartserve.ca>.

*Other useful documentation includes:*

- Risk Management Checklist # 1 found in section 19 of this guide.
- Risk Management Module # 11 found in section 16 of this guide.
- Article below **“Managing Your Risk with Liquor Liability”**

## 10.3 MANAGING YOUR RISK WITH LIQUOR LIABILITY

*\* Article by Kelly Douglas- Former Member of the National Risk Management Committee*

Kin Canada is one of the very few organizations that still has liquor liability coverage on our national policy. Over the past few years the Canadian Insurance market has been through a liability “Hard Market” (difficult to obtain) and liquor liability was hit particularly hard. As recently as a few years ago the Hospitality industry could not purchase the coverage. Since then it has become more available but sometimes at 5 times the original cost. Coverage has also been restricted as insurers are stringently following the provisions of the Liquor Liability Act with respect to hours of operation and the serving of minors.

Society has become more and more litigious and it is increasingly important for our Association to recognize the necessity of managing our risks with care and responsibility.

To help keep our own insurers from pulling the plug on the Kin liquor liability coverage we are being pro-active by collecting information regarding our liquor events and sales. As of the 2006-07 Kin year all clubs will be reporting their total revenue made from liquor sales. This information will include revenue from the prior year and will be reporting on the Annual Insurance Reporting Form sent to clubs in early October. (Update to article made by HQ July 27, 2006)

What would cause us to jeopardize our coverage?

First some legal background: We would suffer the expense of a large insurance loss if we were to be found negligent in our dealings with the public whom we serve. Negligence is defined as: “The omission to do something which a reasonable person would in similar circumstances have done, or the doing of something which a reasonable person in such circumstances would not do.”

I’m sure all of us as members of Kin Canada, while likely not familiar with the definition of negligence, conduct ourselves in the manner of a reasonable person. However, the reason we purchase insurance is that sometimes mistakes are made. So to define negligence further, there are three requisites for a person to be considered negligent.

1. There must be a duty owed on the part of the defendant.
2. The defendant must have failed to perform that duty.
3. There must be damage caused to the plaintiff as a result of that failure to perform by the defendant.

As a side note: There is a legal concept of contributory negligence, which means those we may have wronged in our actions may bear some of the responsibility for the damages they suffered. As this is an article about liquor liability let us use the example of someone who drinks too much at one of our functions. It is logical to think they should control how much they consume and if anything should happen a large part of the responsibility should lay with them as they are adults who are responsible for conducting themselves in a responsible manner.

As for the courts, most often they assess little blame to the intoxicated individual, laying most of the blame on the people who served the individual while they were in an intoxicated state. There are many case studies that can be found to show this.

Kin Canada’s liquor liability is reasonably priced and our goal is to maintain coverage, reasonable terms and prices.

How do we do this? Take a look back at the three requisites for a person to be considered negligent and consider them the next time you host an event where liquor is served. You will see that since you are hosting the event you have a duty to be sure people are safe, that they are not over served and they do not become injured as a direct or indirect result of you serving them.

Here are some suggestions to consider when hosting a liquor event:

1. Familiarize yourself with the Liquor Act in your province and with municipal requirements
2. Always follow correct licensing and other requirements
3. Ensure all servers have taken Smart Serve, SIPs or equivalent courses.
4. Hold an awareness meeting before a liquor event to be sure each member or volunteer knows and is comfortable with his or her duties and responsibilities. For example; A Kinette club was holding a video dance party and was considering opening it up to all ages in order increase ticket sales. When considering the procedures for ensuring that no minors would be served or allowed to consume alcoholic beverages it was discovered that no one felt comfortable with the idea of taking a drink away from a minor or confident that they could be sure no minors would inadvertently be served. Therefore a review was needed.
5. Always have a standard plan in place for handling intoxicated and/or belligerent patrons. Refuse to admit intoxicated patrons to the premise; Do not serve alcohol to anyone who appears intoxicated; Do not sell alcohol to anyone under 19 years of age; Monitor consumption by patrons by counting the number of drinks; Make reasonable assumptions

- to whether someone is impaired; and Take steps to ensure that an impaired patron does not drive a vehicle by either arranging alternative transportation, removal of keys, alerting the police, and otherwise ensuring that the individual gets home safely."
6. And if there is a way that you can avoid being directly responsible for the serving of alcohol by purchasing bartending services at a cost effective price, give it strong consideration. Never offer bartending services to third parties unrelated to your activities where they need you to provide the liability insurance. Always ask for a certificate of insurance and ask that you and Kin Canada be added as additional insured's for that function.

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## **SECTION 11: INCIDENT REPORTING & CLAIMS HANDLING**

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In the event of an incident, any incident (regardless of apparent size or seriousness) that occurs on a club's premises, during the execution of a club project or in the course of the club's day-to-day operations, the following procedure must be followed:

Contact National Headquarters at 1-800-742-5546 ext. 208 to report the incident. Complete in full and submit a standard Incident Report Form found in section 11 of this guide). This form must be submitted to National Headquarters within 24 hours of the incident. The facsimile number at National Headquarters is 1-519-650-1091.

**DO NOT admit liability for the injured party's damages or injuries.** However, DO ensure that the party receives immediate medical attention or whatever other assistance is required to alleviate the immediate damage.

*\*Other useful documentation includes:*

*-Risk Management Module # 10 found in section 16 of this guide.*



*Kin Canada*

**INCIDENT REPORT FORM**

Report any incident that might lead to a claim against Kin Canada policies by:

1. Immediately following the incident, call National Headquarters at 1-800-742-5546, ext. 208, to report the incident.
2. Follow up immediately completing and submitting an Incident Report Form to National Headquarters, preferably by fax to 1-519-650-1091.

PLEASE NOTE: This Incident Report Form must be received at National Headquarters no later than 24 hours after the incident. Failure to notify may result in loss of Insurance coverage. Information collected within this report will be retained according to the Association Privacy Policy.

**PLEASE PRINT**

|  |   |
|--|---|
| <b>TYPE OF INCIDENT:</b>                                       |   |
| Accident or Injury <input type="checkbox"/>                    | Property Damage <input type="checkbox"/>  |
| Ejection of Patron <input type="checkbox"/>                    | Minor on Premise <input type="checkbox"/>   |
| Public Disturbance <input type="checkbox"/>                    | Theft <input type="checkbox"/>  |
| Service Refused <input type="checkbox"/>                       | Other <input type="checkbox"/>  |
| <b>CLUB/ZONE:</b>  | <b>DISTRICT:</b>  |
| <b>DATE:</b>   | <b>TIME:</b>  |
| <b>WEATHER:</b>  |   |
| <b>LOCATION OF INCIDENT:</b><br>(Address)                      | <b>LOCATION OF INCIDENT:</b><br>(Hall, Parking Lot, Washroom etc.)                          |
| <b>PERSON COMPLETING THIS REPORT:</b><br><b>Name:</b>          | <b>WHAT KIN WERE INVOLVED IN THE INCIDENT?</b>  |
| <b>Address:</b>  |   |
| <b>City:</b>   |   |
| <b>Postal Code:</b>  |   |
| <b>Phone No.:</b>  |   |
| <b>Cell No.:</b>   |   |
| <b>PATRON INFORMATION:</b><br><b>Name:</b>                     | <b>PATRON DESCRIPTION:</b><br>Male <input type="checkbox"/> Female <input type="checkbox"/> |
|  | Weight: _____ Height: _____   |
|  | Eye Colour: _____   |
| <b>Address:</b>  | <b>Hair Colour:</b>   |
|  | <b>Beard or Moustache?</b>  |
|  | <b>Glasses:</b>   |
| <b>City:</b>   | <b>Age:</b> Under 19 19-30 31-40 41-50 51-65 66+  |
| <b>Postal Code:</b>  | <b>Ethnic Background:</b>   |
| <b>Phone No.:</b>  | <b>Distinguishing Marks:</b>  |
| <b>Cell No.:</b>   | <b>Other:</b>   |
| <b>DESCRIPTION OF INCIDENT:</b> Use additional paper if needed |   |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |



## INCIDENT REPORT FORM – Con't – Page 2

|  |  |                                  |
|--|--|----------------------------------|
| <b>ACCIDENT OR INJURY</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>IF YES, PLEASE COMPLETE</b>  |  |                                  |
| What part of the body?   |  | Did patron contribute to injury? |
| Medical Attention Given? Yes <input type="checkbox"/> No <input type="checkbox"/>  | Hospitalization Required? Yes <input type="checkbox"/> No <input type="checkbox"/>                                 |                                  |
| By Whom?   | Name of Hospital?  |                                  |
| Describe:  |  |                                  |
|  |  |                                  |
|  |  |                                  |
|  |  |                                  |
| <b>WAS ALCOHOL INVOLVED?</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>IF YES, PLEASE COMPLETE</b>   |  |                                  |
| Was Patron Alone? Yes <input type="checkbox"/> No <input type="checkbox"/> Number in Party _____ Who With _____  |  |                                  |
| Was Service Refused? Yes <input type="checkbox"/> No <input type="checkbox"/>  | Server Knows Patron? Yes <input type="checkbox"/> No <input type="checkbox"/>                                      |                                  |
| Reason: Signs of Intoxication <input type="checkbox"/> Signs of Impairment <input type="checkbox"/> Troublesome <input type="checkbox"/> Minor <input type="checkbox"/> Other <input type="checkbox"/> |  |                                  |
| Was Patron Caught Drinking Alcohol Under Age? Yes <input type="checkbox"/> No <input type="checkbox"/> Please complete:  |  |                                  |
| If Yes, Who Gave the Minor the Drink?  |  |                                  |
| Was ID Checked? Yes <input type="checkbox"/> No <input type="checkbox"/>   | Age if Majority Yes <input type="checkbox"/> No <input type="checkbox"/> Driver's License <input type="checkbox"/> |                                  |
| Was ID Falsified? Yes <input type="checkbox"/> No <input type="checkbox"/> Explain:  |  |                                  |
| Was Patron Ejected from Premises? Yes <input type="checkbox"/> No <input type="checkbox"/> Please complete:  |  |                                  |
| Time of Arrival?                      AM/PM  | Time of Departure?                      AM/PM  |                                  |
| Was Force Used to Remove the Patron? Yes <input type="checkbox"/> No <input type="checkbox"/> What Type?   |  |                                  |
| Did Patron Suffer Any Injuries While being Ejected? Yes <input type="checkbox"/> No <input type="checkbox"/> Type:   |  |                                  |
| Reason: Signs of Intoxication <input type="checkbox"/> False ID <input type="checkbox"/> Verbal Abuse <input type="checkbox"/> Destruction of Property <input type="checkbox"/>                        |  |                                  |
| Fighting <input type="checkbox"/> Domestic Dispute <input type="checkbox"/> Drugs <input type="checkbox"/> Minor <input type="checkbox"/> Trespassing <input type="checkbox"/> Other:                  |  |                                  |
| <b>TRANSPORTATION</b>  |  |                                  |
| Which Method Did Patron Use To Leave The Premises?   |  |                                  |
| Did Patron Leave Alone <input type="checkbox"/> With Someone <input type="checkbox"/>  |  |                                  |
| Walking <input type="checkbox"/> Taxi <input type="checkbox"/> Car <input type="checkbox"/> Was Patron Driving? Yes <input type="checkbox"/> No <input type="checkbox"/>                               |  |                                  |
| Friend from Home <input type="checkbox"/> Friend on Premises <input type="checkbox"/> Bicycle <input type="checkbox"/> Motorcycle <input type="checkbox"/> Other:                                      |  |                                  |
| Police <input type="checkbox"/> Ambulance <input type="checkbox"/>   |  |                                  |
| Were Alternative Methods Offered? Yes <input type="checkbox"/> No <input type="checkbox"/> Specify:  |  |                                  |
| If Patron Driving, Describe Vehicle: Make _____ Colour _____   |  |                                  |
| Licence No. _____ Province/State _____ Other _____   |  |                                  |
| Direction Heading:   |  |                                  |
| Was a Police Witness Statement Filed Out? Yes <input type="checkbox"/> No <input type="checkbox"/> Police Report No. _____   |  |                                  |
| <b>WITNESSES</b>   |  |                                  |
| Last Name:   |  | First Name:                      |
| Street Address:  |  | City:                            |
| Postal Code:   |  | Phone: (    )                    |
|  |  |                                  |
| Last Name:   |  | First Name:                      |
| Street Address:  |  | City:                            |
| Postal Code:   |  | Phone: (    )                    |
| <b>Other Comments or Remarks:</b>  |  |                                  |
|  |  |                                  |
|  |  |                                  |
|  |  |                                  |
| <b>Signature</b>   |  |                                  |
| _____  | _____  | _____                            |
| Print Name   | Signature of Person<br>Completing Form   | Position/Title                   |

11.2

**Refusal of Medical Care Form**

If the injured person refused medical care and or treatment please have them complete the following.

I \_\_\_\_\_, understand that I maintain the right to refuse medical care or treatment. I further acknowledge that I have been advised by members of the \_\_\_\_\_ (name of club), that they have recommended I receive medical care and/ or treatment. I further understand that I may refuse medical care and/ or treatment, but do so at my own risk. I do not have any known physical or mental condition that would prohibit me from making an informed decision to refuse medical care and/ or treatment that has been offered and/ or recommended to me.

I hereby release \_\_\_\_\_ (name of club), it's members, employees, volunteers, agents, officers and directors from any and all claims regarding injury arising out of or in connection with my refusal of medical care and/ or treatment.

Injured or Guardian \_\_\_\_\_ Date \_\_\_\_\_

Print name & relationship to the injured in question \_\_\_\_\_

Name of Witness \_\_\_\_\_ Signature of witness \_\_\_\_\_

Name of club representative \_\_\_\_\_

Signature of representative \_\_\_\_\_

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## SECTION 12: MEDIA RELATIONS

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Claims are sometimes more about the claimant gaining recognition than the actual incident. There are ways that you or your club can diffuse, which might result in a claim. If an incident should occur your club should name **one** person as the spokesperson to be responsible to deal with the media and the potential claimant.

If there is an incident at one of your club functions where someone is injured your best option is to follow up with the possible claimant, **without admitting liability**. One way of doing this is by phoning the person. You should phone the person shortly after the incident happened, in days, not weeks after it happened.

Some things that you can say the person, without admitting liability include:

- That you are in receipt of the injury report detailing the unfortunate incident involving the person.
- That you hope the injury is not serious and that they have returned to normal activity.
- One of your functions is to keep statistics on such incidents and review each of them to prevent similar ones, and if they feel this could have been prevented you would appreciate to hear their views.
- If you can be of any further assistance that they should not hesitate to contact you.

Document your contact with the potential claimant, by recording the date and time of the call, as well as any vital information that was exchanged during the conversation.

### **Things that you should not say to the person or the Media:**

- **Never** say you or your club is sorry that the incident happened, as that can be taken as admitting responsibility that the incident happened.
- **Never** make any statements to the media regarding any type of liability or incident that involved your club or a member of your club
- Remember that nothing is ever “off the Record” regardless of whom you are talking to, even if it is your best friend.
- The less you say the better off you are. If you say nothing, nothing can be used against you.

By making this phone call, you might show the person that the incident happened unintentionally and unexpectedly and thus your club was doing all they could to maintain their duty of care. You can also find out information on what the person might be planning on doing. In other words, where they stand, are they going to make a claim or let the incident go. One thing that is important to remember, no matter how upset this person may get with you, you need to stay calm and keep aware of what you say to them. It is very easy for people to say they are sorry just to quiet a person, you however cannot do this. It might be easier to end the call than to let the person continue on.

### **Phrases that you can use to reassure the potential claimant without admitting liability:**

- I hear that you are upset, and perhaps this is not the best time for this phone call.
- Tell them that they can either call you back when they are ready, or perhaps you will try them again in a couple days.
- It would be wise not to pressure a person who is upset into things that they do not want to do.

- If they tell you not to call back at least try and leave your number for them to contact you if they change their mind.
- You may try and call them later but if they are very upset with you it is best to let things be as they are and not to call them again.

If an incident happens in which there is a negative view of your club or a club member and the media has shown an interest in publishing this, your club should have the assigned spokesperson. Only the spokesperson should talk to the media and take this as an opportunity to discuss the good things that your club does and avoid the topic of the incident. Again it is best to say nothing then say something that could cause more harm.

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**SECTION 13:**

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# **Crisis Management**

## **CRISIS MANAGEMENT AND THE FOUR R'S<sup>1</sup>**

When a crisis strikes, it is time to rely on the "Four R's": **React, Respond, Retain** and **Return**. Never lose sight of these principles during and after the crisis. Endeavour to tackle them one at a time

### **React**

When the crisis hits, assign troops to the battle stations. Deploy your crisis plan. The faster you can react, the less damage will be done.

### **Respond**

Now it's your turn. Go on the offensive. Neutralize charges against you by honestly stating the strengths and history of safety and care that you have offered to your community. State your position

### **Retain**

Do all that is necessary to retain the good name and reputation of your club. Make sure that any reporter you speak with understands what the club is about and what it has accomplished. Do all you can to ensure that your club is portrayed in an accurate and positive light.

### **Return**

Get back to normal as soon as possible. The sooner you can return to "business as usual," the sooner the crisis atmosphere will dissipate. Where necessary, bring in professional crisis response professionals to help your members. Members need to know that everything is OK again. Do all you can to reassure them.

As you read the following material, some key points will become apparent, and it's essential they be understood and recognized.

- **First of all, no club is immune to crisis.**
- **No one crisis is likely to ruin an organization, but a poorly managed response can.**
- **A history of credible service and good media relations will help.**
- **Develop a crisis response plan. Be like Nike ~ Just do it!**
- **Select a single spokesperson.**
- **Do not put yourself at odds with the media.**
- **Never give "off the record" comments. There is no such thing!**
- **Resist the temptation to offer a "No comment" response.**
- **Show compassion for any who may suffer because of the situation.**
- **Assert your rights ~ you're not on trial, you're simply serving as a communicator and providing information.**

If the foregoing seems a likely fit for your Kinsmen, Kinette or Kin Club, it's time to move on and learn what to do when the worst that could happen ~ does!

<sup>1</sup> Adapted from "When a Crisis Hits ... Hit Back!" published by Boys and Girls Clubs of America in the Spring 1988 issue of Connections. Used with permission.

### **13.1 WHEN THE WORST THAT COULD HAPPEN ~ DOES!**

*Your worst nightmare as a service club has come true. You wake up one morning to learn that a person has died in a club-sponsored event, a long-time member has embezzled local funds, or a member of your club has been arrested for child sexual abuse. Perhaps they've discovered a drug ring operating without your knowledge in your club house, or an overnight fire or flood has caused extensive damage to the building that houses all your history, regalia and a community service area to the community.*

You find that the media has been calling all morning ... and they want answers ~ NOW. Before you can even begin to collect your wits, the phones start ringing again. What do you do? Who do you call? How do you respond?

If you're like many of us, it's only now that you wish you hadn't made that decision "not to worry about problems until they happen." In today's world of instant communications, it's an attitude that can be dangerous. That's why it's important for Kin Canada to recognize the critical need to prepare for a crisis, even if one never occurs.

You can start by accepting the premise that a crisis can hit any organization at any time. You can run the safest, most secure club in the country, but a lightning bolt or an automobile accident can land you face-to-face with a camera or a microphone. And while it's unlikely that any one crisis can ruin an organization, a poorly managed response to a crisis can. The credibility and reputation of your club, which may have taken years to build, can be knocked down overnight. This reality is not a reason to panic, but it is reason to plan ahead and prepare for the crisis that, hopefully, will never occur.

#### **Start Before the Crisis Happens**

If a crisis does happen, it is helpful if local media already know about your club, its work, and its accomplishments. If they do, they will probably be supportive, and they may even help to contain the crisis by reporting it as "an unfortunate incident in a long history of service to the community." If, however, they have never heard of the club before, you can be sure that they will want to start from the beginning: What is the club all about? What services does it provide to the community? How is it governed? How is it funded? Is there really a need for your services?

You can see it's important to have an ongoing media relations program in place. If you don't have one, Kin Canada will provide you with information that offers a great beginning.

Having a media relations program is not a substitute for having a crisis plan, however, and the time to plan ahead and develop one is now ~ before the crisis.

## **Develop a Crisis Plan ~ Now**

The first step is to form a crisis committee, composed of key members (especially the club's president, and public relations committee or other experienced volunteers). Once the committee is formed, it should begin to develop a detailed written plan ~ a series of steps to be taken and carefully and quickly followed in the event of a crisis.

The best way to go about developing a crisis plan is to create an imaginary crisis and walk through the process step by step. Start at the beginning: What happened? Who should be notified? How should they be notified and how soon after the event? Should Kinsmen & Kinette Clubs of Canada or your district governors be notified? Should the club meet immediately? How should phone calls be screened?

As you do this, you will be forced to create contingency steps as you encounter obstacles. Eventually, you will be able to work out a plan that accounts for every foreseeable contingency. To make sure that the plan works in every instance, imagine a different crisis and follow the same plan. Does it work? Are there problems? If so, continue to fine-tune the plan so that, in the end, the result is viable and fail-safe.

When developing your crisis plan, make sure the follow items are included:

1. the crisis committee is alerted;
2. a spokesperson is briefed and a response is developed;
3. the national executive director and staff are briefed about the situation;
4. the national executive and district executive members are made aware of the situation;
5. members are reassured
6. major contributors, legal counsel, and insurers are informed.

Although the specifics of each club's plan may vary, these basic elements should be part of the total package. Once your plan is developed, place yourself in the position of all of the parties ~ members, club executive, the spokesperson, neighbours of the club, and the media. Are you satisfied with the actions and responses? If not, rework the plan.

## **Select a Single Spokesperson**

It is imperative during a crisis that one person, and only one person, speaks for the club. This creates a feeling of honesty and consistency. The committee should select a spokesperson to serve in this capacity. The individual should be knowledgeable about the club and its activities, a good speaker, and able to remain calm and credible under pressure. In short, you should select your most credible representative. The club president or the national executive director may be among the most logical choices.

All questions and requests for statements and interviews should be directed to the spokesperson who in turn should be in communication with the national executive director to ensure prompt precise responses. Clubs should make sure that all volunteers who answer phones or may be approached for comment understand this rule. No one other than the spokesperson should offer his or her personal thoughts or opinions. The club simply cannot control its message or manage the flow of information if various individuals are allowed to comment at will, especially in the early stages of a controversy, when the facts are being gathered and a measured response is being planned.

Your spokesperson should be more than a mere voice that relays the opinions or statements of the club or the crisis committee. He or she should be actively involved in the decision-making process that leads to the formulation of the club's proactive position. It is vital that this position be determined quickly ~ within hours, if at all possible ~ because the earliest stages of a crisis are when media and public interest will be greatest.



Once your club's position is approved, it needs to be shared with everyone involved in the operation of the club. Everyone who will have a role to play in the event of a real crisis will need to know in advance what that role is.

## **13.2 SOME "DO'S AND DON'TS" FOR THE SPOKESPERSON**

Picture, if you will ... it's the morning after the crisis ~ your phone is ringing and the media are waiting for a response. Assume for the moment that you are the spokes person. You already have gathered as much information as you can and met with the crisis committee. You are now ready to face the media. Before you do, here are a few points to keep in mind.

The media are not out to "get you." Reporters have a job to do ~ to tell the story and report the news. If the story is important, they will get the facts, one way or another. Don't put yourself at odds with the media; work with them and do everything possible to present the club's position and explain the steps the club is taking. Try to co-operate and provide the media with the information they need.

You probably will not have all of the necessary information when a crisis first hits. However, tell what you do know, acknowledge what you don't know, and offer to provide additional information. This will create an image that the club is being responsive and responsible.

Start communicating with the media as soon as possible. Return phone calls, answer questions, and even advise the media of a crisis if they have not discovered it for themselves, because, in most cases, they soon will. The more open you are, the less they will push for information.

Resist the temptation to offer a "No comment" response ~ it suggests you are trying to hide something or are afraid of the question. Saying "No comment" to reporters is like waving a red flag in front of a bull, and it sounds terrible when you are quoted in the news. "I don't know" or "We don't wish to speculate until more facts are available" are much better answers.

If you can't provide answers, someone else will. Unfortunately, they may not be the answers you wish to be given. Therefore, it is important that you find the answers and fill in the blanks whenever you can. After all, the story is about your club. Isn't it better if you tell it?

Another phrase that should never be used is "off the record." If you say something, you can ~ and probably will ~ be quoted. A reporter is not a buddy with whom you can share private thoughts. If the information is not worth mentioning, don't mention it. If the information is important, state it as part of the story.

Positioning is important, and first impressions are the most lasting. The way you are first portrayed to the public will be the way you will be remembered. Will the club be viewed as cold and aloof or warm and involved? That depends largely on the image you create.

Convey the message that "We, too, are victims." Plant the thought that the club, its good name, and its excellent record of service are important to you. This helps to position the club as a victim of the incident.

Keep the problem in perspective. The club probably has been a vital part of the community for many years, and has made a positive difference in the lives of thousands of communities. Don't lose sight of this and don't let others lose sight of this either. Keeping things in perspective won't make the problem go away, but it will help overcome the situation as quickly as possible.

Show compassion for any who may suffer because of the situation. Express concern and describe your efforts to make amends. Your club was founded on the principle of concern for others. Don't lose sight of this now.

Be cautious about discussing legal issues. That's what lawyers are trained to do. If the situation has legal implications, know what they are, but avoid giving detailed legal answers. Also, don't try to play police officer, prosecutor, or judge. Don't talk about stiff jail sentences, heavy fines, or other penalties. The best you can do is to promise full co-operation with the proper agencies or authorities involved in a case.

Don't attempt to answer questions about other subjects that require technical training, such as science, chemistry, or engineering. Again, simply say, "I don't know. That's a question for an expert to answer."

Assert your rights. Keep in mind that you are not on trial. You are simply serving as a communicator and providing information. Your prime responsibility as a leader of the club is to operate in a safe and responsible fashion and to provide for the welfare of club members. Accommodate the media, but do not compromise the club's integrity or operation. For example, if a television reporter wants to interview you in the library during a current event, feel free to say that this would be distracting. Offer an alternate location.

### **13.3 WORKING WITH THE MEDIA**

It is important to understand and anticipate the media's needs. Prepare a news release (see accompanying samples) containing your statement and a fact sheet with additional information when you encounter a group of reporters or have an announcement to make. These are valuable resources for reporters and will keep you from having to repeat the same information over and over. Also, respect the competition for stories among reporters. Send your materials to all news organizations, or invite them all to your news conference, but don't play favourites.

### **13.4 DEALING WITH HOSTILE REPORTERS**

In the process of dealing with the media, you may encounter hostile reporters. Unfortunately, you cannot ignore these people; if you do, you do so at your club's peril. Following are some tips on how to make the experience more positive.

The "machine gunner" will fire a series of questions at you. The best way to handle a situation like this is to choose to answer only one question, preferably the one that helps you to make your point. Don't feel obligated to answer more than one question at a time. If the question is important, the reporter will repeat it.

The "paraphraser" will (incorrectly) restate your views, placing them in a context that shows your position in an unfavourable light. Deal with this by patiently correcting the person and restating your case. Never let your views go stated incorrectly. Once they appear in print or on the air, it's too late.

The "interrupter" will never let you complete a thought and will try to stop you in the middle of a productive statement. Don't let it happen. There are two ways to deal with this problem. You can stop and patiently listen to the new question and say you will address that after you have made your initial point. A better way is to pause, completely ignore the question, complete your thought, and then say, "You brought up another point. What was it?"

The "hypothetical questioner" is one who is constantly creating hypothetical situations that are designed to leave you with no way out. You are under no obligation to play this game. Simply say, "That's a hypothetical question, and I am unable to answer it."

These types of reporters are the exception to the rule. Most are trained professionals, without a personal interest in the story, who are there to do a job. Work enthusiastically with the good ones, and make the best of it when you encounter the others.

## 13.5 COMMUNICATING WITH OTHER AUDIENCES

If you have done your job well, the media will report your story in a fair and balanced manner. But you have other audiences that need to be reached and handled in a special way: your members of the club and other levels of Kin government. All of them need to be alerted when the story breaks and reassured throughout and after the crisis.

### Club Executive

Some key executive members, as part of the crisis committee, will learn about a crisis immediately. However, the entire club should be alerted, provided with information as soon as possible, and periodically kept informed until the situation is resolved. Bear in mind that these are people who have volunteered to be responsible for the leadership of your club. They need to be well informed, especially when their club is suddenly in the spotlight.

This can be done in many ways, such as emergency meetings, meetings of the executive committee, phone calls, or letters. The method you choose will depend on the size of your club and the nature of the crisis.

### National Staff

Obviously, our national staff needs to know about a crisis situation. They have a vital role to play because they communicate with members, sponsors and people in global community. Staff will have many questions regarding safety, responsibility, and the future status of the club within the Association.

Fill the vacuum before rumours do by calling a meeting and giving the national executive director as much information as possible. Take time to keep him or her informed, and be sensitive to his or her fears and uncertainties. Make everyone feel like a member of the crisis team ~ informed, involved, and responsible. If necessary, request outside assistance from professionals or organizations that specialize in debriefing critical incidents.

### Members

The nature of the crisis will determine the form and severity of the detrimental effect it will have on your members and their families. Leave no stone unturned to assure them of your interest, support, and availability. If there have been circumstances where children or families have been traumatized, help them find appropriate professional assistance and counselling. Consider the value of bringing in independent, qualified critical incident debriefing professionals to your club. First and foremost we must assist those who need help and encouragement in the face of adversity. Don't fail them.

### Community Members

Communities today are bombarded with statistics on the risks facing services within our communities. You'll find they will have two basic concerns: (1) Are citizens in any danger? and (2) Will the club continue to operate? It is very important that you reassure them quickly on these two issues. It is better that they learn about the situation from you, and not from a neighbour or from the newspaper or television.

You should be as open, responsive, and responsible to the community partners as you are to the media. They may be upset or fearful, so be sensitive. They will have questions, so be patient. They will want assurances, so give them. If you have been doing a good job all along and running a good club, the community will trust you, believe your answers, and eventually reward you with their support.

## 13.6 THE AFTERMATH

After a crisis is over, sit back and evaluate how effectively the club responded to the situation. One way to do this is to ask the following questions:

- How was the crisis handled?
- Were steps taken to keep the problem from happening again?
- Do you continue to enjoy the support of the club members, the loyalty of the Kin government, and the faith of the Association?
- Was the club's position reported fairly in the media?

Just as tragedy cannot be avoided in our personal lives, neither can problems or emergencies be avoided over time by any organization. But, through advance planning and sensitive handling, a crisis can help a club to grow even stronger in the long run, with little or no lasting harm to the Association.

## 13.7 PRESS RELEASES

When a crisis occurs, you may be called upon to develop press releases designed to represent your club's position accurately and consistently to the media and to serve as a basis for your spokesperson's public pronouncements.

Though some of us function best "under fire," many Kinsmen, Kinette or Kin clubs have found it useful to anticipate issues with potential to become high profile and prepare outlines of media releases that could be revised by their crisis management committee and approved for use as required.

For example, allegations of sexual misconduct against volunteers have become increasingly prevalent in a wide range of services whose purpose is to serve children and teens. On the following pages you'll find examples of real documents used in the past by other service clubs. They have been assessed to be suitable for completion and use in times of crisis. You'll note that each is designed for a specific purpose and each intended for final clearance by the crisis management team prior to distribution to the media.

***Purpose:*** *To be used to notify members of arising police investigations that are likely to result in media attention.*

*\*See the crisis manual found at [www.kincanada.ca](http://www.kincanada.ca) under the risk management section for examples on press releases.*

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## SECTION 14: APPLICABLE LEGISLATION

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Laws and legislation applicable to clubs and the types of events and activities they are involved in are identified, and a brief explanation of how these may impact their decisions is provided.

To manage risk effectively, it is important to understand the applicable legislation that will affect many decisions that you make on behalf of your local club. Various laws and doctrines of law dictate the duty of care that certain persons are responsible for regarding the protection of others. Having a general awareness of the laws and legislation that affect you will assist in both identifying the risk that your club is exposed to and making an appropriate risk management decision to handle the risk.

**Note:** this section is only a brief review of what is involved in the legal framework around risk. If you foresee any legal problems arising from a project or operation being undertaken by your club or its members, it is essential that you contact a legal professional. Do not think about taking on a high-risk venture without consulting a lawyer to determine the legal consequences. And, don't just go to the lawyer in your club because he / she will provide services at reduced rates. It is better to spend a few dollars on an independent outside opinion, rather than get free advice from someone who may be too close to the situation.

### 14.1 TORT LAW

There are some legal terms – like *liability*, *tort*, and *negligence* – that clubs should be aware of when they run projects. For example, clubs can sometimes be found negligent in providing a *duty of care* to their patrons, or the club can be found *vicariously liable* for the actions of one of its members. While this section should by no means be considered a full description of all the legal risks to which clubs are exposed, it provides an introduction to the legal framework around the concept of duty of care, liability and, of course, negligence.

- ◆ *Negligence*: a civil wrong that occurs through the commission or omission of an act that leads to the breach of a duty of care to a person or persons.
- ◆ A person who has suffered harm must show that:
  - He/she was owed a duty of care.
  - The duty of care was breached.
  - Harm or injury occurred as a result of that breach.
  - The potential harm involved must have been foreseeable (the duty ought to have been known).
- ◆ *Defenses against negligence*:
  - Contributory negligence: the person that is making the claim contributed to the injury.
  - Voluntary assumption of risk: the person making the claim knew the risks involved but went ahead with the actions anyway
  - The incident was unintentional and a freak accident (chance that it would have happened was slim to none).
- ◆ *Vicarious liability*: principals should be held liable for all of their agents. For a club this means that the club may be held liable if a member of the club commits a tort of some kind while acting on behalf of the club.

## 14.2 NEGLIGENCE – WHAT’S IT ALL ABOUT?

One of the most common ways clubs can leave themselves open to lawsuits or claims of one kind or another is through a *tort* (the legal term for a civil wrong), such as *negligence*. Negligence can be defined as a civil wrong that occurs through the commission *or* omission of an act that leads to the breach of a duty of care to a person or persons. *Tort law* sets standards for how we should behave and provides remedies if we don’t meet those standards. It imposes on each of us the duty to take reasonable care to avoid causing harm to others and it provides legal recourse to those who suffer harm as a result of the breach of this duty. A person who has suffered such harm may have the right to obtain compensation for the injury in a *civil action*. A civil action is a legal proceeding in court that resolves disputes between people.

To get compensation, a person who has suffered harm must show that:

- (1) He or she was owed a *duty of care*;
- (2) That the duty of care was breached;
- (3) Harm or injury occurred as a result of that breach; and
- (4) The potential harm involved must have been foreseeable; i.e. the respondent must have known or ought to have known that they owed a duty of care to the plaintiff or complainant.

The law of *negligence* requires that we meet a certain standard of care towards people and their property. The standard that we must meet is that of any reasonable person in the same circumstances. For example, the law of negligence requires that a people take reasonable care to make sure that people visiting their home are not injured. If a visitor slips on icy steps and is injured, the homeowner may be liable in negligence. Obviously, the duty of care required in this particular case would be to ensure that the steps were kept clear of ice, or some form of non-slip material, such as sand or gravel, was applied to the ice. If a court finds the homeowner negligent, then he or she may be ordered to compensate the injured visitor. To be entitled to compensation, the injured person must show that the homeowner did not meet the standard of care owed to the visitor and that the injury resulted from that failure.

### **If “the worst that can happen” does ...**

You may have a defence if you are sued for negligence. For example, if your neighbour is suing you after slipping and being injured on your steps, you may not be liable. You may argue that your neighbour's actions were negligent and contributed to the injury (*contributory negligence*). Or you may argue that your neighbour accepted the risks of your conduct (*voluntary assumption of risk*). You may also argue that the injury was the result of an unavoidable accident. It is also a defence to show that the injury was a “freak” and not reasonably foreseeable. In any case, your insurance company will usually tell you that you should never assume liability for an incident that occurs on your property or through your action or inaction. It is better for the experts to work it out.

### **Other Torts:**

Other torts commonly used as the basis for lawsuits in Canadian courts include *assault*, *battery*, *trespass*, *nuisance* and *defamation* (*libel* or *slander*). Although they are less likely to be used as cause for action in the types of projects undertaken by your club, it is important to be aware of these torts, in case something happens.

### 14.3 VICARIOUS LIABILITY

The principle of vicarious liability is that principals should be legally responsible for all of their agents' wrongful acts that are done in the scope of the agents' employment or retainer. What this means for a club, then, is that the club may be held liable if a member of the club commits a tort of some kind while acting on behalf of the club. For example, if a club member is involved in a motor vehicle accident when taking part in a club project; vicarious liability may provide grounds for the club, as well as the individual, to be named in a court action, since the individual was acting on behalf of the club in the course of carrying out the project.

There are three main reasons for imposing vicarious liability on the principal (in this case, the club or the Association). First, the principal should be responsible for losses that will inevitably occur in the course of doing business. Secondly, the principal is better positioned to control the risk than either the plaintiff or the agent. Finally, the plaintiff will usually be able to recover more in damages from the principal than from the agent.

You should familiarize yourself with the principle of vicarious liability. It may give you pause to think about whether or not you or one of your club members should be involved in carrying out errands or other duties on behalf of the club.

### 14.4 CONTRACT LAW

Generally speaking, the most common legal issue you or your club will get involved in will be some form of contract. It may be an agreement to procure some service, such as a performing artist at a concert, or a rental agreement, or perhaps the purchase of a piece of property. In cases such as these, you will likely be entering into a *contract*.

Formation of a contract is contingent on the presence of several essential components:

- (1) *An offer*. This is a tentative promise on the part of one party to do something if the other party is willing to do whatever the first party requests. An offer should not be confused with an *invitation to treat*, (for example, an advertisement on television or in the newspaper) which is an invitation to the public to engage in the process of negotiation – which in turn may lead to a formal offer being tendered.
- (2) *Acceptance*. Acceptance must be *unconditional*. In other words, if an offer is tendered, the acceptance of the offer must not have any additional conditions attached, otherwise it becomes a counter-offer, and the offer-acceptance cycle starts all over again.
- (3) *Consideration*. This is the price one promises to pay for the promise of another. This may not necessarily mean the exchange of money. It may be that the two parties agree to exchange something of value to each.
- (4) *Capacity*. The parties must have the legal capacity to enter into a contract: they must not be minors and they must not be insane or impaired in any way. There may be other ways in which parties' capacity to contract is restricted, depending on issues prevailing around the contract.
- (5) *Legality*. It goes without saying that for any contract to be valid, it must be consistent with all federal and provincial statutes. In addition, contracts may not be made against public policy. For example,

contracts may not: commit a crime or tort; involve immoral acts; obstruct justice; unduly restrain trade; or cause damage to the state in some way.

(6) *Intention*. The parties to the contract must agree to be bound by the terms and conditions of the contract, otherwise there is no intention to create legal relations, and the contract can be voided.

There is much more detail behind the six pre-requisites to formation of a contract noted above than is included in this manual. So, if a club is planning to engage in any form of agreement with another party, regardless of size, it should consider engaging a lawyer to determine and inform it of the legal risks inherent in entering into the agreement.

## 14.5 STATUTES

*Statutes* are created by Acts of Parliament, and take precedence over judge-made law (i.e. common law or law based on equity). Statutes can be created by federal or provincial parliaments, and as such may vary somewhat from one jurisdiction to another. For example, each province in Canada may have an *Occupiers' Liability Act*, or *Workers' Compensation Act*, each of which may be fundamentally similar but which vary in terms of the detailed content. It is up to you and your club (with the able assistance of your appointed legal counsel) to determine which statutes apply in your jurisdiction.

## 14.6 OCCUPIERS' LIABILITY ACT

Generally speaking, an Occupiers' Liability Act, or similar legislation in jurisdictions throughout Canada, sets out certain duties on occupiers of a property to take reasonable care of all *visitors* coming onto the premises. The Act will define a visitor as someone lawfully on the premises, someone permitted to be there, or someone whose presence has become unlawful but who is taking reasonable steps to leave. Occupiers are responsible for the condition of the premises, for the activities on those premises and the actions of third parties on the premises.

The liability of the occupier to the visitor extends to loss or damage of the visitor's property brought onto the premises, although the occupier would not be responsible for loss or damage to the visitor's property caused by the actions of third parties. An example of this would be if a fight were to break out at a beer garden. The party running the beer garden would likely not be responsible for the damage to a patron's clothes if they were damaged during a fight with another customer.

The Act differentiates between a visitor and a trespasser, and the duty of care owed to a trespasser depends on the Act prevailing in a particular jurisdiction. The other issue that depends strongly on the Act prevailing in the jurisdiction is the treatment of minor trespassers (i.e. trespassers under the age of majority in the jurisdiction). It is essential that you determine the jurisdiction prevailing in your jurisdiction and the implications that it may have for any project in which your club is involved. Again, as noted several times previously, engage the services of a qualified legal professional whenever there is any doubt as to the legal implications of your actions or inactions.

It is important to become familiar with the Occupiers' Liability Act prevailing in your jurisdiction, and to become aware of your rights and responsibility under the Act.



## **14.7 LIQUOR ACTS**

Every province and territory in Canada has a different Liquor Act in place. Generally speaking, each Act sets out the constitution and powers of the controlling body (for example, the Yukon Liquor Corporation), and the rules under which liquor can be sold or otherwise dispensed in the jurisdiction. As with Occupiers' Liability, it is important to become familiar with the Liquor Acts prevailing in your jurisdiction, and to become aware of your rights and responsibility under the Acts. Be particularly aware of your responsibility to ensure that a patron of an event at which you are selling liquor does not come to any harm either at, or on the way home from, the event.

Because of the inherent risks involved in liquor-related events, clubs that are regularly involved in liquor-related events should invest some time and a relatively small amount of money in a Smart Serve Training Program. Details about Smart Serve can be found at <http://www.smartserve.ca>.

## **14.8 MUNICIPAL BY-LAWS**

There may be any number of municipal by-laws which affect the way clubs run projects, build facilities, or otherwise go about doing the good works they do in their communities. Thus, clubs and their members should be aware of all by-laws and ordinances that affect club activities, including land use by-laws, noise by-laws and public appeals by-laws. Failing to do so could result in unfortunate situations like being halfway through the construction of a hall or playground and finding out that it was necessary to obtain a development and/or building permit, or finding that the charitable appeal project being conducted was subject to the issuance of a charitable appeals licence.

The above examples are only part of the legal framework around risk management, and the considerations herein are only some of those to be considered when planning a project. During the planning of a project that may expose a club or its members to liability, any concerns should be allayed by consulting a professional risk consultant, an insurance broker or a lawyer.

## **14.9 KEY LIABILITY EXPOSURES**

The following list represents the key liability exposures that Kin Canada faces. These were determined by:

- (1) Reviewing the organization's past claims experience;
- (2) Reviewing the activities, operations, and events reported by the various member clubs; and
- (3) Learning about the potential liability impact based on previous court cases involving other similar organizations.

The key liability exposures can be summarized under the following categories:

- (1) Alcohol-related events
- (2) Facility management
- (3) Playgrounds
- (4) Swimming Pools
- (5) Bingo/Casinos
- (6) Sporting Events
- (7) Facility Rentals
- (8) Lease Agreements

- (9) Festivals/Parades/Performances
- (10) Special Events
- (11) Trips/Tours
- (12) Lotteries/Raffles/Skill Contests
- (13) Courses/Clinics/Trade Shows
- (14) Club Operations
- (15) Children's Programs
- (16) Food Handling

*\*Some useful documentation:*

*- Risk Management Module 4 found in section 16 of this guide.*

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## **SECTION 15: KIN CANADA PRIVACY POLICY AND PROCEDURES**

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### **Privacy Mission Statement**

To protect the personal information and privacy of all members, directors, officers, employees, and other interested parties of the Kin Canada in accordance to the Federal Legislation of the *Personal Information Protection and Electronic Documents Act (PIPEDA)*.

### **Objectives**

1. To determine the Association's Privacy requirements to protect our members, directors, officers, employees and other interested parties.
2. To co-ordinate and supervise the privacy needs of all those involved with the Association.
3. To plan and deliver our privacy policy to all involved.
4. To train all individuals involved in terms of collection, use and disclosure of any personal Information.
5. To ensure that the Association meets all requirements as set out in the *Personal Information Protection and Electronic Documents Act (PIPEDA)*.

### **Policies**

The Association will:

1. Be responsible for personal information under its control and shall designate an individual or individuals that are accountable for the Association's compliance with established privacy principles, including:
  - A: Accountability
  - B: Identifying Purposes
  - C: Consent
  - D: Limiting Collection
  - E: Limiting uses, disclosure and retention
  - F: Accuracy
  - G: Safeguards
  - H: Openness
  - I: Individual Access
  - J: Challenging Compliance
2. Identify the purpose for which personal information is collected at or before the time the information is collected.
3. Require the knowledge and informed consent of the individual for the collection, use and disclosure of personal information, except where exempted by law.
4. Limit the collection of personal information to that which is necessary for the purposes identified by the association.

5. Collect information in a fair and lawful manner.
6. Not use or disclose personal information for purposes other than those for which it was collected, except with informed consent of the individual or as required by law.
7. Retain personal information only as long as necessary for the fulfilment of the purposes.
8. Maintain accurate, complete and up to date personal information as is necessary for the purposes for which it was used.
9. Ensure that the appropriate security safeguards shall protect personal information.
10. Make readily available to individuals specific information about our policies and procedures relating to the management of personal information.
11. Upon request inform individuals of the existence, use and disclosure of their information and provide them access to that information.
12. Allow an individual to challenge the accuracy and completeness of the information and have it amended as appropriate.
13. Allow an individual to address a challenge concerning compliance with the above policies to the designated individual(s) accountable for the Association's compliance.
- 14.

### **Procedures**

Specific policies and procedures will be developed and implemented in order for our Association to ensure that the privacy of any personal information used, disclosed or retained by the Kin Canada. These policies and procedures will be based on the ten principles as outlined in PIPEDA.

1. To ensure that we adhere to the first principle of Accountability the following procedures will be followed:
  - Accountability for compliance will be assigned to a specific person, or groups of persons within the Association.
  - The identity of this person or persons will be available, along with their contact information to our membership, employees and third parties.
  - These persons will be trained, and we will ensure that they understand and are capable of implementing privacy policies and procedures.
  - Policies and procedures will be reviewed annually to ensure consistent implementation.
  - Front line staff will be trained to handle inquiries regarding complaints, correction requests, and request for access to information.
2. To comply with the Principle of Identifying Purposes the Association will:
  - Define what personal information is necessary to fulfil the purposes identified, both primary and secondary.
  - Document so that staff and individuals to whom the information is related understand the purposes.
  - Gain consent from the affected individuals, when personal information is to be used for a new purpose, unless required by law.
  - Ensure personal information use purposes are publicly displayed at the time of collection.
  - Ensure purposes are regularly reviewed so they remain current.
3. The Principle of Consent will be followed using the following procedures:
  - Clear procedures are in place to seek informed customer consent prior to using or disclosing personal information for a new purpose not identified at the time of collection.
  - Consent to the collection of personal information is not mandatory nor a condition of membership with the Association.

- Contracts and other such measures will be used to ensure that when third parties process personal information on our behalf, they should maintain a level of privacy comparable to ours.
  - Inform individuals that they may withdraw consent at any time and explain the implications of the withdrawal to them.
  - Take into account the reasonable expectations of the individual when determining how to seek consent.
  - Periodically review and update consent and withdrawal of consent for each individual.
  - Consent will be documented noting how the consent was given for each individual.
  - Verify when and for what reasons consent for collection of personal information has not been obtained from an individual.
  - Have processes in place that ensure consent is gained before personal information is disclosed within or outside the association.
4. Limiting collection will be ensured by the following procedures
- Limit both the type and amount of personal information collected to only what is necessary for our purposes.
  - Personal information will be collected in a fair and lawful way, and will not deceive or mislead individuals.
  - The type of personal information collected will be described in how it will be used and disclosed.
  - Restrict the amount and type of information collected to that which the individual has consented to.
  - Inform membership of their options to restrict the collection of their personal information where available.
  - If personal information is collected from a third party, ensure that the third party has consent to disclose it.
5. The procedures for limiting use, disclosure and retention are:
- Regular review of collection and handling practices to ensure compliance with the restricted collection principle.
  - Information is retained only as long as necessary to fulfil our identified purposes.
  - Procedures are in place to govern the secure destruction of personal information.
  - Use and disclose personal information in our control only for the purposes for which the Association collected it, unless consent was obtained, or uses or disclosure are required by law.
  - Communicate the limitations on use and disclosure of personal information to all pertinent staff.
  - Disclose personal information to third parties only for the purposes identified at the time of collection.
  - Data retention practices include specific retention procedures, as well as minimum and maximum retention periods.
  - Communicate practices regarding use, disclosure and retention to the functions responsible for retaining personal information.
  - Retain personal information only for the purposes for which it was collected except when required by law.
  - Inform individuals of our retention periods and what we intend to do with the information after the max retention periods are reached.

6. Records will be kept accurate by the following procedures:
  - Personal information will be updated only as appropriate.
  - All personal information in our control will be kept accurate, complete and up to date as necessary for the identified purposes.
  - We will ensure that personal information is sufficiently accurate to minimize the chances of inappropriate data being used when making decisions about people.
  - Procedures will be set to verify and correct personal information.
  - Individuals will be informed of how to access and correct personal information in our custody.
  - Periodic assessments will be conducted to ensure accuracy within our database.
  
7. The following safeguard practices will be followed:
  - Monitoring of procedures, legal contracts, policies, and technical controls will be done regularly to ensure appropriate restrictions on the use and disclosure of personal information are in place.
  - Security safeguards will be implemented to protect personal information in our control against loss or theft and unauthorized access, disclosure, copying, use or modification.
  - Security safeguards are to be appropriate and proportional to the sensitivity of the personal information in our custody.
  - Staff is aware of the importance of maintaining the confidentiality of personal information in our control.
  - Personal information will be disposed of or destroyed in a way that prevents unauthorized parties from gaining access to it.
  - Safeguards will be communicated to all staff.
  - Misuse of personal information will be documented and the affected person contacted.
  - All personnel will have unique identifiers and passwords in order to access information.
  - An information security policy will be in place that includes specific requirements for maintaining the confidentiality of personal information.
  
8. To ensure the principle of Openness is met, the following procedures will be done:
  - Descriptions of how individuals get access to personal information that we hold; the type of information we hold; how we use that information; and what personal information we make available to related organizations will be available.
  - We will make publicly available through our website or other documents information explaining our privacy and information management policies, practices and standards.
  - Individuals will be able to obtain information about our policies and practices without an unreasonable effort, and that is generally understandable.
  - Our privacy program will be described to all third party partners in agreements and contracts.
  - All staff will understand and commit to complying with our program.
  - Individuals will know how their personal information is being used and to whom it was disclosed.
  
9. Individual Access will be given to members and other interested parties following these procedures:
  - Respond to an individual's request for access in a reasonable time and at minimal if no cost.
  - Provide the requested information to the individual in a format that is generally understandable, along with any needed explanation.
  - Enable the individual to challenge the accuracy and completeness of personal information in our control and amend it appropriately.
  - Authenticate the identity of the individual making a request for personal information.
  - Provide individuals with a list of organizations to which we may have disclosed their personal information.

10. Complaint principle will be met by:
- Implementing procedures to receive and respond to complaints or inquiries about our handling of personal information.
  - Explaining inquiry and complaint procedures to individuals.
  - Investigating all complaints.
  - Taking appropriate measures to rectify the situation if the complaint is justified.
  - Changing policies and practices if necessary.
  - Ensuring compliance process is easily accessible and simple to use.
  - Ensure staff responds to public enquiries in a fair, accurate and timely manner.
  - Established a complaint process to receive and respond to complaints and inquiries about our information management practices.

## **15.1 PRIVACY OFFICER PROCEDURES FOR THE CONSENT, USE, DISCLOSURE AND RETENTION OF PERSONAL INFORMATION**

### **Definition of Personal Information:**

- Personal information is defined as any information that can be used to distinguish, identify or contact a specific individual. This information includes an individual's opinions or beliefs, as well as facts about, or related to the individual. Business and club contact information is not considered personal information.
- Where an individual uses his or her home contact information as business or club contact information as well, we will consider that the contact information provided is business or club contact information and is not therefore subject to protection as personal information.

In order for the Kin Canada to serve their membership it is necessary to have the following personal information:

- Name
- Address
- Phone
- Email
- Spouse Name
- Occupation
- Sex

### **Obtaining Consent:**

Consent must be received from members, employees and any other interested party in order for the Kinsmen & Kinette Clubs to use their personal information.

Only Staff with the proper training in our policies and procedures may deal with any Privacy issues, including but not limited to the consent, use and disclosure of personal information.

If you **do not have** the proper training please forward any phone calls, emails, or other requests to the Chief Privacy Officer.

When obtaining initial consent for the use, disclosure and retention of personal information, you:

- Must explain and ensure that the individual understands why the personal information is required
- Give the individual the choice to opt out of any of our identified purposes; however it is important to tell them the effects of opting out of certain purposes.
- Document the consent given, date, time, name and any limitations to use. Consent can be given explicitly either in writing or verbally \*\*.
- Consent can be implied if the use of personal information is required in order to fulfil any of our identifying purposes. For Example, when a member purchases something from Kin Sales, their address may be used and given to a postal service in order to send them their purchase.
- Inform the individual that they can obtain more information about our Privacy Policy on the website, or through Kin Magazine.
- Inform that they can request to access their information at any time through our Privacy Officer.
- Give them the contact information for our Privacy Officer.

\*\*Consent can be given verbally by phone or in person, in letterform, or email. It is essential to document all forms of consent. Ideally consent will be in writing through our formal consent form as given with our Membership Status Reporting form. All documentation and written consent will be securely filed.

### **Identifying Purposes:**

- The Association will post our Identifying Purposes (what we use personal information for) on our website and an original copy sent to each Club in one mailing, and in KIN Magazine.
- Any updates or changes to these purposes will also be publicised on our website, or in KIN Magazine, as well as to the general membership in order to give them the opportunity to opt out of the purpose.

### **New Purposes and Consent:**

- If the Association needs to use the personal information for any purpose other than those listed in our identifying purposes it is necessary to obtain consent from those affected in order to use their information.
- The Association will identify and publicise the new purpose in order to give those members, employees and other third parties the opportunity to opt out of having their information used.

### **Using information without consent:**

- If personal information is used and consent has not been given it must be documented as to why consent was not given for the collection.
- Consent must then be received in order for any future use.
- The individual's whose information was used, will be notified with in 30 days of the use of their information and told why consent was not obtained prior to use.
- If consent cannot be given at the time of use it must be obtained with in 30 days of the use of that information.
- Any misuse of information will be documented with date, time, misuse and name of person who misused information and why.



- Misuse of information is considered any use, disclosure, or failure to destroy information in any way other than what is outlined in our Privacy Policy.
- Personal information can be used with out consent when required by law, for journalistic or statistical reasons or for other such purposes.

### **Limiting Collection:**

- Membership will be informed of their right to limit collection of their personal information through Kin Magazine and our Website.
- Use and disclosure of information will be limited to only those purposes we have received consent for, unless required by law, for journalistic or statistical reasons.

### **Retention and Destruction of Personal Information:**

- Destruction of personal information will be in a secure fashion. Any physical documentation will be shredded and thrown out. Information on our database will be securely deleted.
- Personal information will be retained for as long as necessary for use by the Association in order to meet the identified purposes.
- Personal information will be retained for at least 10 years after the person is no longer part of the Association. Once the person is no longer part of the Association their information will only be used for those purposes as required by law, for journalistic or statistical reasons.

### **Requests for Access and Verification of Information:**

- Requests for access to information will be dealt with through our Chief Privacy Officer.
- Persons will be requested to file a Request for Access Form with the CPO. This form may be completed online, over the phone, in person or via email.
- Access to personal information may only be given to the person whose information it is, or to someone who has been given permission to access that information.
- Requests for access will be fulfilled within 30 days of initial request. If the request cannot be given with in that time, the person requesting the information will be notified and told when access will be given, no longer then 90 days will pass from initial request to fulfilment.
- Personal information will be verified and corrected upon National receiving written notification that personal information is wrong.
- The individual will have the right to challenge any information personally theirs and this challenge will be amended appropriately with in 30 days, and notification sent to said individual within 60 days of any amendments made

### **Complaints of use, disclosure and retention of personal information:**

- Complaints will be forwarded to the Privacy officer who will then investigate and make any necessary changes. If the complaint is found unwarranted the individual will be informed as such, and given the right to contact their Provincial Privacy Officer.
- The person who made the complaint will be contacted to ensure that we have the proper information, and to discuss what the complaint is in further detail with the Privacy Officer. The person must be contacted with in 15 days of the complaint being made.
- If the complaint is found warranted the Association will make any necessary changes or amendments to our policy and practices. If any changes are made they will be publicised on the Website and in Kin Magazine.

## 15.2 HOW CAN THE PRIVACY LEGISLATION AFFECT YOUR CLUB FUNCTIONS?

*\*Article by Mélanie Nieson –National Risk Management Coordinator*

As many of you aware, as of January 1<sup>st</sup> 2004 a new privacy legislation was implemented. PIPEDA-The Personal Information Protection and Electronic Documents Act was introduced to help protect anyone with an identity (personal information). While technically PIPEDA does not apply to Kin Canada, the association has adopted privacy and policy procedures which follow and adhere to the spirit of the legislation.

Personal information is defined as any information that can be used to distinguish, identify or contact a specific individual. This information includes an individual's opinions or beliefs, as well as facts about, or related to the individual.

### **Personal information can be any of the information on this list.**

|                                     |                           |
|-------------------------------------|---------------------------|
| Home Address                        | Home Phone number         |
| Age, Date of Birth                  | Personal e-mail address   |
| Race                                | National or ethnic origin |
| Weight/ Height                      | Colour                    |
| Sexual Orientation                  | Marital Status            |
| Mental or physical disability       | Family member's names     |
| Income                              | Donation information      |
| Credit Card/ Banking info           | Affiliations              |
| Sin, Health Card,, Driver's licence |                           |

The National Risk Management Committee (NRMC) with the support of the National Board of Director's has written a Privacy Policy and Policy Statement for Kin Canada. The Statement was issued to all clubs in the October 2004 mailing and can be found on the web site.

The Privacy Policy and Statement was created to protect the member's and volunteers of Kin Canada. *Now, how do we protect individuals that participate in Kin events?* Clubs often have raffles or door prizes where individuals are asked to complete a ticket stub with their personal information. The information provided on these tickets is personal and the PIPEDA guidelines should be respected. Some of our clubs have donor list that they keep on file for when funds are needed. Clubs will take the names and contact information from their lists and send the individual's letters looking for donations. Clubs should obtain consent from the individuals before disclosing the personal information to others or any time the individual's information is being used for more then one purpose. An application form may be used to seek consent or a check-off box may be used to allow individuals to request that their names and addresses not be given to other organizations or used for more then one specific purpose. Individuals who do not check the box when it is provided are assumed to consent to the transfer of this information to a third party. However it should be noted that a ruling from the Privacy Commissioner has made it clear that any OPT-OUT option needs to be clearly stated and easily executed.

When obtaining initial consent for the use, disclosure and retention of personal information a club must explain and ensure that the individual understands how the personal information will be used. A club must document the consent given, date, time, name and limitations of use. Consent can be given explicitly either in writing, or verbally. For obvious reasons written consent is always the safer route. Personal information can only be used without consent when required by law, for journalistic or statistical reasons or for other such purposes.

When the personal information is no longer needed it should be destroyed in a secure fashion. Example, using a shredder prevents anyone from being able to access the information.

For more information on the Privacy Legislation please visit:  
Privacy Commissioner of Canada: <http://www.privcom.gc.ca/>  
[http://www.privcom.gc.ca/fs-fi/02\\_05\\_d\\_19\\_e.asp](http://www.privcom.gc.ca/fs-fi/02_05_d_19_e.asp)

**The above is intended for general information purposes only. Following is the Privacy Policy adopted by Kin Canada.**

## **15.3 KIN CANADA PRIVACY POLICY STATEMENT**

### **Our Commitment**

The Kin Canada is committed to protecting the privacy of our members, employees, and other interested parties in terms of their personal information. We value the trust of those we deal with, and of the public, and recognize that maintaining this trust requires that we be clear and accountable in how we use the information that you choose to share with us.

Our privacy practices are designed to protect anyone from who we collect information for the purpose of running our Association. Anyone from whom we collect such information should expect that it will be carefully protected and that any use of or other dealing with this information is subject to consent.

### **Personal Information**

Personal information is defined as any information that can be used to distinguish, identify or contact a specific individual. This information includes an individual's opinions or beliefs, as well as facts about, or related to the individual. Business and club contact information is not considered personal information.

Where an individual uses his or her home contact information as business or club contact information as well, we will consider that the contact information provided is business or club contact information and is not therefore subject to protection as personal information.

### **Privacy Practices**

Personal information gathered by our Association is kept in confidence. Our personnel are authorized to access personal information based only on their need to deal with the information for the reasons for which it was obtained. Safety measures are in place to ensure that the information is not disclosed or shared more widely than is necessary to achieve the purpose for which it was collected. Measures are also taken to ensure the integrity of this information and to make sure it is not lost or destroyed.

We collect, use and disclose personal information only for the purpose that a reasonable person would consider appropriate given our position. We regularly offer our membership and others we deal with the opportunity to opt not to have their information shared for purposes beyond those for which it is explicitly collected.

### **Website and Electronic Commerce**

We use password protocols and digital encryption software to protect personal and other information we receive when a product is requested and/or paid for online. Our software is routinely updated to maximize protection of such information.

### **Updating of Privacy Policy**

The Association regularly reviews our privacy practices for our various purposes, and updates our policy when warranted. The membership and any interested party will be informed of any updates through our Website, and other publications made by the Association.

## **Contact Information**

Any questions, concerns or complaints relating to the Kin Canada's Privacy Policy should be emailed to [privacyofficer@kincanada.ca](mailto:privacyofficer@kincanada.ca) .

### Request for Access to Personal Information

Person Requesting Access: \_\_\_\_\_

Permission to Access information (if not your own):  
\_\_\_\_\_

Relation to Person: \_\_\_\_\_

Contact information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requesting access to the personal information of: \_\_\_\_\_

Reason for Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Access to full or partial information: \_\_\_\_\_  
(If partial please specify areas with a checkmark)

|                    |                    |       |
|--------------------|--------------------|-------|
| Name               | Sex                |       |
| Address            |                    | Email |
| Phone              | Spouse             |       |
| Consented purposes | Purposes opted out |       |

**For Office use only**

|                               |                       |         |
|-------------------------------|-----------------------|---------|
| Form completed over the phone | in person             | in mail |
| Date received: _____          | Date completed: _____ |         |
| Date contacted: _____         | Completed by: _____   |         |

## 15.5

### **Kin Canada Use of Personal Information Agreement**

The following is an agreement between \_\_\_\_\_ (name) and Kin Canada in response to the *Personal Information Protection and Electronic Documents Act*.

Personal information under the control of Kin Canada shall not, without the consent of the individual to whom it relates, be used except:

- (a) for the purpose for which the information was obtained or compiled by the Association; or
- (b) for a use consistent with that purpose

In order to serve our membership, information is obtained by Kin Canada of their members for the following purposes:

|  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| ➤ Membership information and services                            | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Insurance Questionnaires                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Conventions and Conferences                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Dues and Invoicing   | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Kin Sales  | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Committees, including meetings and travel information          | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Facilitate Communication between all levels of the Association | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Bursaries and Scholarships                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Kin Events   | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Alumni   | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Statistical Reasons  | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Kin Magazine   | <input type="checkbox"/> | <input type="checkbox"/> |
| ➤ Mailings from National, District and Zone Levels               | <input type="checkbox"/> | <input type="checkbox"/> |

By becoming a member of Kin Canada, you agree to have your personal information on our database for the reasons listed above. If you wish not to have your information used for any specific listed purposes please check the NO box beside the corresponding purpose, or you may contact National's Privacy Officer and notify them.

If the Association is required to use any of your personal information for a purpose not listed you will be contacted to either consent to the use, or deny the use of your information for that specific use.

Please print your name and Club in the spaces provided, as well as your signature and date.

I, (name) \_\_\_\_\_ of the Kinsmen/Kin/Kinette Club of \_\_\_\_\_ consent to the use of my personal information by Kin Canada, for the reasons indicated.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**SECTION 16:**

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# **RISK MANAGEMENT MODULES**

**NOTE: Information provided in the following modules are for information purposes only and should not be used as your only source of information. Please take the time to educate yourself further on the subjects found in these modules.**



## 16.1 MODULE 1: THE RISK MANAGEMENT PROCESS

The Process of Risk Management (RM) is defined as minimizing the detrimental effects of accidental loss through the process of:

Identifying Risks

Measuring the impact

Applying Control and Finance techniques

### RISK IDENTIFICATION

Risk identification is the first and the most important step of the RM process. It involves determining what the inherent risks are for your function/event. There are several areas in which these risks can lie, including:

**Property Risks:** fire or other damages to real property, accidents, theft, etc.

**Liability Risks:** an organization or individual can be held liable for an act, or failure to act in a given situation

**Personal Risks:** death or injury to participants or spectators

**Financial Risks:** failure to make a profit or incurring a significant loss

### MEASURING THE IMPACT OF THE RISK

Once you have determined what the possible risks are you must evaluate them and determine the significance they might have on your function. This is nothing more than weighing the potential cost (both in money and liability) of the project being planned against the potential benefit that may come from the event.

It is here that you determine the **frequency and severity** that each risk poses. Frequency is the number of times the loss can occur in a given time period, and severity is the magnitude of the loss.

### RISK CONTROL AND FINANCE TECHNIQUES

These techniques are used to minimize the impact of the risk for the individual or the Club. Risk Control and Finance Techniques are typically used in conjunction with each other.

Risk Control measures involve either preventing losses from happening or reducing the adverse affects. There are three classifications of Risk Control.

**Risk Avoidance:** Avoid doing anything that might cause the risk to happen

**Risk Reduction:** take steps to decrease the chance of the risk happening

**Risk Transfer:** contractually transferring legal and financial responsibility to another party

**Risk Finance:** involves finding ways to deal with paying for losses that do occur. You can either *retain* by generating your own funds to cover any loss, or *transfer*, typically by obtaining insurance.

As a Club that provides services to the public, you are faced with different types of liability exposures. The Risk Management Manual has available checklists for some of KIN's more popular events that pose liability exposure. Each Checklist provides you with potential exposures within each of the Risk Management Process steps.

This following is an overview of how to put these checklists to use for your Club when going through the RM Process.

The Checklists are laid out following the RM Process Steps, within each step there are descriptions of the possible exposures you are faced with, and the possible solutions to decreasing the chance of them happening. For this purpose we will go through the Liquor Functions Checklist (Number 1).

**Risk Identification: What can possibly happen?**

There are many areas in which you need to look for possible risks. These include, however are not limited to,

- Property damage
- Personal Injury
- Liability for sponsoring Club
- Financial exposure
- Criminal Charges
- Civil suits involving negligence or vicarious liability

The following is an example of what could happen at a liquor-related function, and the possible risks that might occur under each area.

*A local Club was hosting a beer garden at a Baseball tournament. After one of the late afternoon games two of the teams went to the gardens to have some beverages. The game had been a close one and there were some heated exchanges between some of the players. After a couple hours, and a few too many drinks, two of the players from opposing teams started arguing over the game. One thing lead to another and one of the players threw a punch at the other giving him a black eye. Soon other players of each of team started getting into it. Security soon came in to break up the fight and separate the teams, however not before a table was broken and chairs thrown. Everything soon came under control and the local police were called in. The two instigators were charged with creating a disturbance, as neither wanted to lay assault charges against the other. Eventually everything was back to normal and all the patrons involved were escorted from the Beer Gardens and told that they could no longer be in the tournament.*

In this example most of the areas of possible risks are hit on, can you name them and give the exposure?

**Property Damage:** Chairs and table broken during fight.

**Personal injury or death:** Some patrons suffered bruises and scrapes as a result of the fight.

**Liability for sponsoring Club:** The Club could be liable for over serving some of the patrons.

**Financial Exposure:** The broken tables and chairs will cost money to fix, if any of the players decide to file any suits the Club could have to pay out a claim.

**Criminal Charges:** Patrons charged by police for causing a disturbance at the beer gardens.

**Civil suits in negligence or vicarious liability:** The Club might be faced with a suit if one of the patrons was seriously hurt and states that the fight was a result of the over serving of alcohol to the instigator of the fight. As well as a failure for security to break up the fight before it got out of hand (i.e. when they were just arguing they should have been separated)

Next you will need to look at the impact these exposures might have on your club.

### **Risk Impact**

Damages can be caused in many areas, but the most prominent ones are:

The high cost of Legal proceedings

The potential financial ruin for Club's and/or individual members

The possibility that the insurance company will not underwrite loss

The high cost of premiums for future endeavours

You must also consider other side effects to such happenings. For example your Club's public image can change from a positive one to a negative one, depending on how you deal with a given situation. This might cause you troubles with you next fundraising project, especially if the town no longer wants to support you, regardless of the cause for the fundraising.

There are things that you can do to help control these risks and eliminate, or at least, decrease the chances of them happening. The following are some Risk Control techniques that you can put to use, not only for liquor-related functions, but for any function.

## **Risk Control Techniques**

As previously discussed in Module 1, risk control techniques can be carried out in three ways:

- Avoidance
- Reduction and
- Transfer

Techniques in avoidance are pretty straightforward; do not do anything that could cause a potential risk to happen. Therefore, if you think that the risks are too high you should probably not do the event.

**Reduction** is taking steps to reduce the chance of something happening. In our example of the fight, one of the mitigating factors was that the patrons had too many drinks. In order to reduce the chance of a fight, as a result of too much alcohol, you need to make sure that your bar staff is properly trained, and have a strict policy in place to cut people off when they seem to be intoxicated. You can also limit the number of drinks served to a person at one time, as well as the number of beer tickets sold at one time to a person. This may not stop a fight from happening, but it does show that your Club took the necessary steps to ensure that people would not get intoxicated while at your event. Having security is another form of reduction. You are decreasing the chance of things getting too out of hand; you have hired professionals to over see and stop any fights or disturbances at your event decreasing the chance of any serious injury, or damages.

**Transfer** is putting the liability on another party. If you do not want the liability of serving alcohol to people, out source that aspect of your event. Rent a hall that supplies you with a bar and bartenders. When you do this though make sure that they have the proper insurance in place, as well as your Club.

Finally you can use some **Risk Finance Techniques** to cover any risks that may occur, regardless of how prepared you might be. In the end there is always a chance of an incident, like someone slipping and falling. You can do your best to make sure that any spills are cleaned up right away, and that you have nothing on the floor that might cause someone to trip. For cases like these you can obtain insurance. Check with National's brokers to see if your event is covered under the policy, or contact a local insurer to cover your event.

## 16.3 MODULE 3: YOUR CLUB INSURANCE FORM

The Annual Insurance Questionnaire is an important part of Risk Management for your Club. By completing and returning it you are you making sure that your Club maintains insurance coverage under the National Policy. You are also helping to make sure that we can maintain a policy that covers events held by your Club.

Over the past three years the Association has made some changes to the form to make it easier to fill out.

The insurance form asks basic questions of your club in terms of contracts, events for both members and the public, assets, whether donated, owned or sponsored, as well as any vehicles your Club might rent.

In order to fill the form out correctly you must be prepared to know the following information, as well as to send any required documentation.

### What You Need to Bring:

- **Certificate of Insurance or Proof of Insurance**  
If your Club owns any Property, you must have a minimum \$2,000,000 Liability Insurance Coverage on any Property. The Association must also be named on your Insurance Policy.  
Preferably you will send a copy of your Policy to National.
- **Certificate of Insurance from Third Parties**  
If your Club runs/operates any Property for a Third Party, request a Certificate of Insurance from them, making sure that both your Club and the Association are named as Additional Insureds for that Property.
- **Asset Transfer Waivers**  
If your Club has donated any Property to a Third Party, meaning your Club bought the asset and gave it to the Third Party; you need to have an Asset Transfer Waiver signed by that Third Party. If your Club just gave money to the Third Party you do not need an Asset Transfer Waiver.

### You Need to Know the Details of:

- **Club Mailing Address** - does it go to a member or directly to the Club
- **Events** - For Members and their families, for the Public (do you operate or sponsor the event), and the number of Liquor Functions, excluding regular Club meetings

- **Property** - own/rent/lease, rent out to third parties, name of third parties, Club Liability insurance, insurance through a Third Party, building inspections.
- **Assets** - Assets your Club has donated (bought the asset) or sponsored (gave money towards).
- **Rental Vehicles** - who rents them, good driving record/valid license, number of vehicles rented and why
- **Contracts** - who signed the contract, reviewed by a lawyer, save harmless, Certificates of Insurance Sub contractor or Co Manager, amount of insurance

You also need to know information about your respective K-40 and K-ette Club.

### **K-40 and K-ette Insurance Forms**

- Please note that if the Club is only social, and/or assists your Club for certain Functions this information needs to be noted in the proper places on the Insurance Questionnaire.
- For Example, under "Member Events", you would put down where and when the Club meets, and if they assist your Club this should be noted under "Public Events".

It is very important that you have the correct Contact Information for this Club; including the address that they provide us (you may use your own Club address).

## 16.4 MODULE 4: LEGISLATION AFFECTING LIABILITY

Laws and legislation applicable to clubs and the types of events and activities they are involved in are identified, and a brief explanation of how these may impact their decisions is provided in this module.

### **Tort Law**

- ◆ *Negligence*: a civil wrong that occurs through the commission or omission of an act that leads to the breach of a duty of care to a person or persons
  
- ◆ A person who has suffered harm must show that
  - He/she was owed a duty of care
  - The duty of care was breached
  - Harm or injury occurred as a result of that breach
  - The potential harm involved must have been foreseeable (the duty ought to have been known)
  
- ◆ *Defences against negligence*:
  - Contributory negligence: the person that is making the claim contributed to the injury
  - Voluntary assumption of risk: the person making the claim knew the risks involved but went ahead with the actions anyway
  - The incident was unintentional and a freak accident (chance that it would have happened was slim to none)
  
- ◆ *Vicarious liability*: principals should be held liable for all of their agents
  - For a club this means that the club may be held liable if a member of the club commits a tort of some kind while acting on behalf of the club

### **Contract Law**

- ◆ A legal agreement to perform a service for another party
- ◆ Essential Components
  - An offer*: a tentative promise on the part of one party to another to do something at their request
  - Acceptance*: party accepts the offer unconditionally, this can include a handshake
  - Consideration*: the price one promises to pay for the service (does not need to be monetary)
  - Capacity*: must have the legal capacity to enter into a contract, must not be minors, insane or impaired in any way
  - Legality*: the services performed must not be against the law

*Intention:* the parties must agree to be bound by the terms and conditions of the contract

### **Occupier's Liability Act**

- ◆ Legislation sets out certain duties on occupiers of a property to take reasonable care of all visitors coming onto the premises. The Act will define a visitor as someone lawfully on the premises, someone permitted to be there, or someone whose presence has become unlawful but who is taking reasonable steps to leave.
- ◆ Occupiers are responsible for the condition of the premises, for the activities on those premises and the actions of third parties on the premises
- ◆ The liability of the Occupier to the visitor extends to loss or damage of the visitor's property brought on the premises, although the occupier would not be responsible for loss or damage to the visitor's property caused by third parties

### **Liquor Act**

- ◆ Every Territory and Province in Canada has a different Liquor Act, that sets out who can sell alcohol, powers of the controlling body, conditions alcohol can be sold under and the seller's responsibilities.
- ◆ Be aware that municipality's also have liquor by-laws that your club should take note of.



## 16.5 MODULE 5: POLICIES

A policy establishes a set of rules and regulations concerning the management and operations of your Club. You already have the Constitution and By-laws and House Rules that help guide your Club, but you can also put in place your own policies to deal with things not covered. For example, if you Club holds liquor functions for the public, you might want to establish a set of rules and common procedures to follow. You can do this in the form of a Policy. A policy can be put in place for any action your Club might take. For example purposes we will review aspects of an Alcohol Policy.

### **Alcohol Policies**

An Alcohol Policy will establish rules and regulations for events where alcohol is served as a private, closed, or open event. In accordance with provincial law and local consideration, it specifies indoor and outdoor locations where alcohol can be consumed for these events and other locations where alcohol can never be consumed.

This is an important area for Kin to be aware of, as many events that clubs hold include alcohol. Each club should have in place House Rules that govern the consumption of alcohol whether by members or the public. This is especially important for clubs that own club houses.

Most Municipalities and Cities in Canada have Alcohol Polices that patrons and occupiers (renters/leasers) must follow if they wish to serve/consume alcohol while on their premises. These policies have an effect on how clubs can serve and to whom they can serve alcohol.

Although, most of Kin have good alcohol practices, it might be a good idea to write out a few rules or regulations that need to be followed when you hold an event that involves alcohol.

It is important that you contact your local municipality to ensure that you are also following the Municipal Alcohol Policy, and know what the policy entails. By doing this, your club may also form a policy around what your town stipulates.

## 16.6

### **MODULE 6: NATIONAL INSURANCE POLICY COVERAGE**

What exactly does our National Insurance Policy cover when it comes to Kin? We have two types of coverage for our Clubs. There are Directors and Officers (D & O) Liability Insurance, as well as Third Party Comprehensive Liability Coverage for all regular Club Events.

#### **D & O Insurance**

Our D & O insurance covers all past, present and future directors, officers, trustees, employees, volunteers, committee members of your Club and the Association. Please note that to have this coverage for your Club Executive, you need to be incorporated with your Provincial Registry.

D & O covers the legal liability for claims made during the policy period for any wrongful act. The assured in the discharge of duties considers wrongful acts any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by individually or collectively.

The loss that is covered are any damages, settlements and costs, charges, and expenses provided, however that loss shall not include punitive or exemplary damages, criminal or civil fines or penalties imposed by law or matters that are uninsurable under the law.

#### **National Comprehensive Liability Insurance**

The basic insurance is designed to protect you and your Club in case of lawsuits resulting from Bodily Injury and Property Damage to third parties. This policy covers all regular Club operations and functions, as well as such things as unlicensed automobiles that are held for prizes, liquor liability, auxiliary Clubs, non owned swimming pools and non-owned watercraft (26 feet in length or less).

What does "Third Party" mean?

The intention of the National Insurance Policy is to protect our Members and Clubs from being faced with having to pay for a defence or settlement in a suit. Meaning that when you have a function and a patron at that function gets injured our National Policy will cover the legal defence for your club if you are faced with a suit. However, if a Member is

injured at a Kin event our National Policy does not cover any payment for their injuries; it is the responsibility of the member to have in place their own accidental insurance. Also as many Clubs have volunteers (not a member of Kin) that help them with their functions or events, the National Policy has coverage extended to cover volunteers as if they were members. Thus, as members, if a volunteer were to be injured while helping you with your function, they would not receive compensation for their injuries, as well as no basis for a suit.

An insured cannot sue their insurer.

You should be aware that this coverage does NOT cover the following activities.

- All racing events or vehicle contests that involve automobiles, co-carts, motorcycles, snowmobiles, etc
- Rodeos
- Circuses
- Aircraft or balloons
- Watercraft in excess of 26 feet in length
- Bungee Jumping
- Detonation of Fireworks (you may sell them as long as you do not alter the packaging on them)
- Bodily injury to athletic or sports participants
- Operation of Mechanical Amusement Devices

Please note, that if you would like to hold any of the above listed events you may contact our Broker to see if you can get special events coverage for it, or contact a local broker for coverage. You must have a minimum of \$2,000,000 coverage with Kin Canada named as additional insured's.

As well, for every item your Club OWNS or leases (land, swimming pool, building, playground, etc.), you are required to take out a separate property and liability insurance policy for your Club. This policy must name both Kin Canada and your local Club as the insured parties and, must have a minimum of \$2,000,000 per incident coverage.

## 16.7 MODULE 7: PROPERTY INSURANCE

If a Club owns or leases (depending on the lease) property, they need to have their own Property and Liability Coverage for that Property, as the National Policy does not cover it.

### **Leasing a Building/Property**

If your Club leases a building you may have options on what you buy for insurance depending on what it stipulates in your lease. Clubs that have leases might have different types of leases. The first type might transfer the responsibility of insuring the building/premises, contents and liability onto Kin.

The second type might make the Kinsmen Club responsible for insuring their own contents as well as the liability but not the building.

In both cases the Clubs would be required to purchase Property and General Liability insurance, with a minimum of \$2,000,000 per incident. Please note you also need to have the Association named as Additional Insured on your Policy.

The national program is not intended to cover leased premises but Clubs would have coverage for their events held on those premises.

### **Owning a Building/Property**

If your Club owns a building you need to purchase the proper Property and Liability Insurance, including the building from either a local insurer or through National's Broker, HKBM (contact information provided below). As with leased premises, you need to have at least \$2,000,000 coverage per incident and the Association named as Additional Insured's.

If your Club has a bar at your Location, make sure that you have the proper operations coverage for your building. You may also want to look into Crime Coverage as the National Policy does not cover this.

### **Additional Information**

Please note that it is important to put on your Annual Insurance Questionnaire any property your club does own or lease, as well as specifying the type of insurance you are carrying on it. Also include with your form, **a copy of your Insurance Policy** for your Property. If you lease the premises and a third party has a policy on the building premises, ask to be named as Additional Insured, as well as to be supplied with a Proof of Insurance, a copy of this should also be sent to National.

If you currently own Property, but do not have the proper coverage on it, it is vital to your Club that you obtain coverage. If you cannot afford to insure your property one option you may have is to donate this property to your Municipality or another organization, and see if you can make an agreement with them to continue using it. Make sure that you obtain an Asset Transfer waiver if you do this.

Please feel free to contact Madonna Law at HKMB Insurance Brokers to obtain insurance on your property. He can be reached at:

(800) 232-2024  
or fax (416) 597-2313

[madonna.law@hkmb.com](mailto:madonna.law@hkmb.com)

HKMB International Insurance Brokers  
595 Bay St  
Box 81, Suite 900  
Toronto, ON M5G 2E3

It is not a new phenomenon for our Clubs to be asked by other organizations or individuals to help sponsor or to donate assets towards their cause. However, it is important to realize the difference between sponsorship and making a donation.

### **Sponsorship**

Sponsorship is when your Club raises and gives money towards another organization so they can make a purchase of an asset. This type of activity is beneficial for your Club because you can get the recognition of helping another organization, but the risk associated with sponsorship is low, given that you sponsor an organization that holds a good cause. If it is one that your Club is not familiar with, you should make sure you do the proper background check to ensure that they are legitimate in their efforts, and do not support something that is contradictory of your mission, or general opinion. You should verify that the organization you are sponsoring is insured and ask that your club and Kin Canada be named as additional insured's on their policy.

### **Donations**

Donations are when your Club actually purchases an asset and gives it to a third party. When your Club makes a donation it is important to get an Asset Transfer Waiver signed. This is to make sure that your Club is no longer held responsible for that asset, that it is now the responsibility of the third party that now owns it. Although having a waiver signed does not totally absolve you of potential liability, it does decrease the chance of your Club being held Liable for the Property. Thus a better option might be to sponsor rather than make a donation.

As well, many Clubs are given the incentive to Donate or Sponsor for a third Party, in return for the Club name to go on that Asset. Although this is great publicity, and you should not deny your Club that, you should consider having the sign say, "Sponsored by the Kinsmen Club of ..." instead of "Kinsmen Club of ... Park". Your name still gets put up and you get the publicity, however you also put in place that the Park is not your Club's, which might lessen the chance of your Club being named in a suit should someone get injured.

## 16.9 MODULE 9: PARADES

As children we attended festive holiday parades and think of them in terms of Santa Claus, candy, lights, decorated floats and clowns driving in small cars. As time goes by and we became adults, we start to think of the work put into the floats, the different organisations and causes involved, the people who volunteered their time and yes, even the dangers surrounding such an event.

Parades can be very exciting for all ages but they can also be a huge liability issue if precautions are not taken. When planning or participating in such an event it is crucial to put the safety of the members, volunteers and spectators as a top priority. It is also important to protect the club from lawsuits and bad publicity. To achieve this, the club must work as a team by brainstorming, following some simple guidelines and when in doubt contacting National.

The guidelines are different if you are the 'organizers' of the parade or if you are a 'participant' only.

### Organizers

#### **Insurance and coverage issues**

- As the organizer you are not to issue Certificates of Insurance to any organization participating in the Parade. It is they who need to provide you with Certificates (proof of insurance).
- Obtain from all participating organizations a Certificate of Insurance naming Kin Canada and your local Kinsmen club as "Additional Insured". Your role as organizers is not to assume other organizations liabilities.

#### **Risk Management Guidelines**

- It is your responsibility to ensure that all floats and participants adhere to the same level of Risk Management standards. Make certain you communicate these expectations to all concerned.
- When borrowing equipment it is recommended that you have the owner sign a waiver or a contract releasing you of all liability. (Contracts can be reviewed by National)

## **Participants**

### **Insurance and coverage issues**

- Animals are not covered under the Kin policy, therefore it is recommended that you do not allow pets or other animals as part of your float or parade
- Licensed vehicles are not covered under the Kin policy
- The Kin policy was not created to insure the property or liability of others. Please ensure you have the owner of the truck/flat bed being used provide you with an Insurance Certificate naming the club and Kin Canada as additional insured's. Most companies will not have a problem with this since they are getting free advertising.

### **Risk Management Guidelines**

- When borrowing equipment it is recommended that you have the owner sign a waiver or a contract releasing you of all liability. (Contracts can be reviewed by National)
- When putting people on a moving float ensure that all people are sitting down while the float is moving. Ensure that the float is safe. You don't want people falling off or tripping.
- It is suggested that all participants sign a waiver releasing the club from liability.
- Children must not be on the float without adult supervision.
- Remember to have the children's guardians complete the waiver.
- Make sure the decorations on the float are well secured to avoid participants and spectators from being injured.
- Make sure that rented equipment is in good working condition before using it.

By using these simple guidelines your parade will not only be fun and exciting but it will be safe for everyone involved.



## 16.10 MODULE 10: INCIDENT REPORTS

An Incident Report is useful for a variety of reasons. It's your club's record of the situation as it occurred, how it was handled and any follow-up information that is relevant to the situation. The report form should be completed immediately after the incident occurred while details are still fresh in everyone's mind. Waiting to complete the form can result in details being confused or forgotten. Forms must be completed by a member who witnessed the incident or was a part of the incident (i.e. breaking up a bar fight.)

This Incident Report may become necessary evidence if the situation becomes a legal matter. The incident report must be completed accurately. You can never record too much information. Many of these forms will never be used, however if your club is ever notified of action being taken due to an incident at your hosted event, the information documented will be invaluable.

When clubs are "named" in legal action it is often months or even years following the incident. For example, individuals who have a personal injury and are under the age of 18 have until two years following their 18<sup>th</sup> birthday to make a claim.

An Incident Report should be completed when:

- the incident could lead to a claim
- someone was injured
- police, ambulance or fire were called
- equipment or property was damaged
- loss or theft of property, equipment etc.
- someone was asked to leave your event/function or refused admission
- an intoxicated guest is refused service
- a minor presents false ID at a licensed event
- a guest becomes violent or a fight breaks out
- a liquor inspector visits your event/function
- a health inspector visits your event/function
- someone becomes ill at your event/function

Incident Reports must be kept in a secure location and not available to the general public. Information on these reports includes personal information under the privacy act and therefore must be kept confidential and used only in the case of legal action. All Incident Report forms are to be sent to National Headquarters and to the District Governors within 24 hours of the incident. Serious incidents should be reported immediately to National Headquarters

## 16.11 MODULE 11: LIQUOR LIABILITY

What exactly is Liquor Liability and how to prevent it?

There are three types of liquor liability that could affect you and your club.

\*The first is criminal liability. This type of liability occurs when a social host provides alcohol to a guest. The guest after partaking in drinking may injure or kill an innocent bystander. Not only can the host be sued but the establishment where the event was held, employees and employers of that establishment may also be named.

\*If you have a liquor license, you are susceptible to the second type of liability, which is administrative. These rules govern serving liquor to underage patrons, someone becoming intoxicated, the handling by personnel of intoxicated patrons and the safety of everyone at the licensed establishment.

\*A third type of liquor liability is civil liability. This is when liquor related incident takes place during an event such as an inebriated person becoming injured or victimized or causes another to be injured or victimized. All individuals involved may issue a claim against the organization.

There are steps your club can take to minimize your risk.

1. As stated in Module 5 your club should develop a policy regarding events where alcohol is served.
2. Ensure all licenses and permits are in place.
3. Establish an Identification policy. You may want to set an age limit slightly over the legal age.
4. Use a facility- use an agreement if you have rented out your club's building.
5. Stand firm by established hours to sell or serve alcohol. A common offence is serving alcohol after hours, usually involving employees or volunteers drinking after hours.
6. Consider a zero tolerance Alcohol policy for members serving liquor.
7. Train servers. This may be the step that is most beneficial to your club.

All provinces in Canada provide training programs for servers in the hospitality industry. These programs are available to service organizations and members who are involved in selling and serving liquor. All programs have been designed to comply with the legislature regarding alcohol of each province.

Most provincial training programs are very similar. Some topics covered are:

- Alcohol and How it affects the body
- Signs of Intoxication
- Legal Responsibilities
- Your Legal Rights

- Civil Liability
- Prevention & Intervention Techniques
- Club/House Policies
- Provincial Liquor Laws and Standards
- Risk Assessment & Management

Upon completion of a training program, members will know their responsibilities and how to implement strategies to become proactive in the prevention of alcohol-related incidents.

For information in your province, please contact the departments listed.

|  |  |
|--|--|
| <p><b>British Columbia</b><br/>Serving It Right &amp; Food Safe:<br/>Tourism Education Council<br/>800-665-8883<br/>604-930-9770</p>   | <p><b>Manitoba</b><br/>It's Good Business-Manitoba<br/>Tourism Education Council<br/>800-820-6832<br/>204-957-7437</p>   |
| <p><b>Ontario</b><br/>Smart Serve Ontario: Hospitality<br/>Industry Training Organization<br/>877-620-6082<br/>416-695-8737<br/><a href="mailto:general@smartserve.ca">general@smartserve.ca</a></p> | <p><b>Quebec</b><br/>Smart Serve French Language<br/>Responsible<br/>Alcohol Beverage Service Training<br/>Program<br/>877-620-6082<br/><a href="mailto:general@smartserve.ca">general@smartserve.ca</a></p> |
| <p><b>New Brunswick</b><br/>IT'S- It's Good Business:<br/>Tourism New Brunswick<br/>800-668-5313</p>   | <p><b>Nova Scotia</b><br/>It's Good Business: Nova Scotia<br/>Tourism Human Resources Council<br/>877-565-0556<br/>902-424-6161</p>  |
| <p><b>Prince Edward Island</b><br/>It's Our Business Responsible<br/>Beverage Service Program: Tourism PEI<br/>800-446-5265<br/>902-629-4214</p>   | <p><b>Newfoundland &amp; Labrador</b><br/>It's Good Business: Hospitality<br/>Newfoundland &amp; Labrador<br/>800-563-0700<br/>709-722-2000</p>  |

## 16.12 MODULE 12: GAMBLING- IS IT LEGAL?

Gambling is the fad of this decade. Various forms of gambling are being enjoyed throughout the world by adults of all ages. Casinos, horse track races, card games, bingo's and lotteries. If gambling is everywhere then why are some forms of gambling illegal? How do we determine what, when and how it becomes legal?

Many of these questions have been asked of the Canadian government and our provincial governments because most are still unclear on how the rules and regulations apply to them. Our clubs are no different.

The history of gambling is linked to the 1892 Canadian Criminal Code that declared a ban on all gambling activities with the exception of horse racing. In 1969 the criminal code was amended to authorize provincial governments to conduct lotteries under licenses. In 1985 another amendment was made to permit provincial governments to administer computer and video gaming such as slot machines and VLT's. Slowly provincial governments have been taking the Canadian Criminal Code and applying it to their own provincial regulations while continuing to work within the limitations.

So what does this mean? In simple terms what it means is that some of our provincial governments have found ways of legalizing some forms of gambling. It's now safe to say that some provincial governments have made the decision to allow gambling such as **Texas Hold'em**. While these provincial governments have made this decision clubs still need to follow guidelines. Organisations who wish to host such events must apply for a license and must follow the guidelines set by the provincial government (they in turn follow guidelines set by the Canadian Criminal Code). If an organisation does not follow the guidelines or decides to host the event without a license their event is considered illegal. If an organization is caught hosting an illegal gambling event they are putting their computer and video gaming license at risk, they are putting their liquor license at risk, they could be presented with a fine and they could even be faced with jail time. It isn't just organizers who should be concerned about gaming laws. An officer from the Fredericton Police Force says that anyone caught attending an illegal gambling event could also be charged, and face up to a \$2,000 fine or six months in jail.

What does this mean for our clubs? The only way to determine if your club is legally able to host such events is by contacting your provincial governments and possibly seeking legal advice. For more information please visit your provincial government website.

|           |  |  |  |
|-----------|--|--|--|
|           |  |  |  |
|           |  | <b>Organization and Management of Gambling in the Canadian Provinces</b> |  |
|           |  |  |  |
|           |  |  |  |
| <b>ON</b> | Alcohol and Gaming Commission              | <a href="http://www.agco.on.ca">www.agco.on.ca</a>                       |  |
| <b>QC</b> | Régie des alcools, des courses et des jeux | <a href="http://www.racj.gouv.qc.ca">www.racj.gouv.qc.ca</a>             |  |
| <b>BC</b> | Gaming Policy and Enforcement Branch       | <a href="http://www.gov.bc.ca">www.gov.bc.ca</a>                         |  |
| <b>AB</b> | Alberta Gaming and Liquor Commission       | <a href="http://www.aglc.gov.ab.ca">www.aglc.gov.ab.ca</a>               |  |
| <b>SK</b> | Sask. Liquor and Gaming Authority          | <a href="http://www.slga.gov.sk.ca">www.slga.gov.sk.ca</a>               |  |
| <b>MB</b> | Man. Gaming Control Commission             | <a href="http://www.mgcc.mb.ca">www.mgcc.mb.ca</a>                       |  |
| <b>NB</b> | Lotteries commission of NB                 | <a href="http://www.qnb.ca">www.qnb.ca</a>                               |  |
| <b>NS</b> | NS Alcohol and Gaming Authority            | <a href="http://www.gov.ns.ca/aga">www.gov.ns.ca/aga</a>                 |  |
| <b>NL</b> | Government of Newfoundland & Labrador      | <a href="http://www.gs.gov.nl.ca/cca">www.gs.gov.nl.ca/cca</a>           |  |
| <b>PE</b> | Consumer, Corporate Insurance Division     | <a href="http://www.gov.pe.ca/oaq">www.gov.pe.ca/oaq</a>                 |  |
|           |  |  |  |

Illegal gambling is a serious offence. Please be responsible and contact your local gaming authorities before hosting these events. You owe it to your club, your and your guests.

Now that summer is here, we as Kin, have a whole new variety of projects that we have on the go. Carnivals, Camps, Fairs, BBQ's, Parades, Exhibitions, and Festivals just name a few. One thing that most of these projects have in common is most of them involve working with, or catering to youth. This is something that sometimes we, as volunteers, do not give enough thought or consider to the consequences of when something might go wrong. Today's society has established very strict guidelines and laws to help protect the youth. Projects should not be abandoned due to a Club fearing repercussions from the law or their community. Some of the greatest and most successful projects in Kin are youth related. It would be a shame to give these up. Here are a few simple guidelines to follow to help make sure you have done due diligences in your Club's and your own behalf.

- Go through every aspect of your project or event and make sure that it is safe. This includes everything from your actual site of the event right down to whatever you may be feeding or giving out to the youth.
- Have a written project plan in place that outlines the activity from start to finish. Leave nothing to chance or personal interpretation. Make sure that everyone working the events has a copy of it and understands it. Just winging it doesn't apply when kids are involved. Too many things can go wrong.
- Make sure that you have adequate supervision for the number of youth you will be dealing with. Make sure you have an adequate mixture of male and female volunteers. It is a lot better to have sufficient volunteers available to help than have just a few volunteers being overwhelmed. This leads to things being out of control. We must be in control of all aspects of the project.
- Do not leave yourself or others open to situations that may be compromising. Sometimes the wrong perceptions lead to situations being blown out of proportion.
- Never exclude parents or guardians participation or help. Most of the time their only interest is the well being of their child. Excluding them often fosters mistrust and a sense of "what are you hiding". Including them may recruit you a new member.

Here are a few common sense things that we all know but sometimes just have to take a look at just to remind ourselves of.

- ✓ Respect the rights and dignity of all youth.
- ✓ Set a good example for all youth to look up to and follow. We are leaders in our communities.
- ✓ Do not assert your beliefs or opinions on a youth. That's why they're so special. They need to formulate their own opinions and beliefs.
- ✓ Respect a child's right to personal privacy and space.

- ✓ Avoid unaccompanied and unobserved activities with youth. Be within earshot and in vision of another adult volunteer.
- ✓ Avoid potentially compromising situations by insuring that you are never alone with a child. There should be at least 2 adults with a youth. Remember, if you are thinking "this could look bad" it's probably because it does.
- ✓ Realize that bullying, physical, verbal or cultural abuse, sexual harassment, neglect, or any type of abuse is totally unacceptable by anyone.
- ✓ Physical contact with a youth is something that is left open to the interpretation of the person that views it. A pat on the back, a high five may be acceptable to some but not others. A simple hug may be totally unacceptable to some but acceptable to others. This may be an area that you advise all volunteers to stay away from.
- ✓ Vulgar and inappropriate language is not acceptable in the public and especially around youth. Remember we are role models in our communities.
- ✓ Parents or a guardian of a child have the right to know what is going on with every aspect of what their child is involved in.
- ✓ It is important that you know your volunteer's and your volunteer's limits and abilities. Always make sure that you are working within your capabilities. Don't operate on the edge. You are not only endangering yourself and your fellow Kin, but also the youth.

Here are some quick points that might make it a lot easier to run a youth oriented event.

- ❖ Have a volunteer screening done on all volunteers, including your Club members. This usually consists of a police record check. Consult your local policing service as to what they require. Allow adequate time for this process to be completed. There may be a cost involved so work that into your project expenses. In today's volunteer world these are mandatory with most agencies that deal with youth.
- ❖ Have all waivers and consent forms in place before the event starts. Contact Kin Headquarters as to what forms need to be used or refer to your Risk Management Guide.
- ❖ If any sort of allegation should occur, contact Kin Headquarters immediately and refer to the Crisis Management Manual for information on how to handle the situation.
- ❖ If you are not sure on policies regarding dealing with youth, ask one of your local agencies such as Big Brothers, Scouts Canada, Boys & Girls Club, or your local church. They all have very good information and are more than willing to share it with you. After all, it is all for the good of the youth in our communities.

Use this material to make your event or project even bigger and better than ever, and to keep everyone safe, especially yourselves.

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## **SECTION 17: VOLUNTEER SCREENING RECOMMENDATIONS**

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*\*Article by Kathrin Delutis & Guy Smith, former National Risk Management Committee Members.*

All organizations, small or large, local, national or international have a moral and legal obligation to appropriately screen those who work for them, including volunteers. Screening is not only the right thing to do; it is legally required under the principle of “Duty of Care.”

The safety of our members and stakeholders must always be a top priority. Screening is intended to prevent a problem from occurring, no matter how high its probability of occurrence. Organizations, including Kinsmen, Kinette and Kin Clubs, have to be extremely careful about whom they accept as volunteers or employees, because more and more, the courts are holding non-profit and charitable organizations accountable for their volunteers’ actions.

Screening is a complex moral and legal issue. Screening policies need to be determined in a manner that is sensitive to the prevailing circumstances and to the individuals involved. They need to meet the needs of the club to ensure the safety of the association, the members and the community. Policies must be transparent and detailed, including the screening process, what is and is not acceptable and how often the process must be completed. It must be remembered that screening is not a one-off process; it must be conducted on a regular and ongoing basis, as circumstances change over time.

Many will assume that the solution to screening is a police or criminal check. This is only one step in the process; it is only one piece of the puzzle. Screening needs to be based on the level of a given organization’s risk. Quite often a police check is the least effective of all screening tools. Volunteer screening is a necessity but police record checks are not always necessary. If the community says, “you must have a police record check” it leads to a false sense of security that because everyone is checked, everything is fine, without an understanding of what is involved in volunteer screening and an understanding of the limitations of police record checks.

It should go without saying that your club will want to avoid having convicted criminals (especially those with a record of crimes perpetrated on minors) or people with a record of causing a child to require protection participate in a project that involves minors or other persons less able to defend themselves. Where a club is planning to undertake a project that will involve first-hand contact with minors, it is advisable, at minimum, to have a Criminal Background Check and a Child Welfare Record Check conducted for every club member. This will show that your club has exercised its duty of care to the minors involved in the project.

The forms required for a Criminal Background Check may be obtained from the local RCMP detachment or local police services in your club’s area. Forms for a Child Welfare Record Check may be obtained from the office of the Ministry responsible for Child Services or Social Services in your province or territory.

As in everything, however, caution must be exercised in the use of the information gathered in such a manner. The issue of how far to go when establishing risk management procedures for projects involving minors is complex and fraught with considerations of personal privacy and access to information. In accordance with the Freedom of Information and Protection of Privacy Acts prevailing in your club’s jurisdiction, there is a limit to how much information may be provided and made available to your club. It often becomes a case of the information provided being released at the discretion of the individual



concerned. In most parts of Canada, the information is confidential and can only be released to the individual concerned. In this case, it becomes the responsibility of individuals whose records are not clean to excuse themselves from involvement in the project if they present a potential danger of injury to the minors.

Also, it must be remembered that the record obtained may indicate that a person with the same or similar name and an unknown birth date might have placed a minor in need of protection; therefore it is not always possible to determine whether the applicant is the person in the record.

All this might seem to defeat the whole purpose of attempting to gather information in the first place, but this is not the case. What is important to your club is that a significant effort has been made to set up policies that are transparent and that are targeted at protecting the individuals and organizations that are either involved in or are direct beneficiaries of a project of any kind.

As a matter of course, it is recommended that the Risk Manager of any club participating in projects involving minors to make themselves familiar with the registry of known child sex offenders and sexual predators in their specific jurisdiction, if such a registry is maintained.

Read the “small print” on the application form for a Child Welfare Record Check - if your club makes it “blanket policy” to refuse an applicant who wants to become involved in a project involving minors because their background checks reveal that they caused a child to require protection, you may be discriminating against an applicant who has worked hard to resolve their issues and to make a change in their life.

The responsibility of obtaining sensitive information about club members in order to raise the standard of care taken on a project is onerous and complex. The rights of each person or organization benefiting from a project be taken into consideration, but they must be balanced against the rights of an individual to privacy. However, in the event of a claim against your club by the parents or guardian of a minor involved in a club project, the fact that your club has taken the initiative to obtain background information on the participating members may go some way towards demonstrating effective risk management procedures in this difficult area.

*Further reading:*

Volunteer Canada offers a very comprehensive screening guide and ten-step process that can be found on the World Wide Web at:

<http://www.volunteer.ca/volcan/eng/content/screening/safe-steps.php>

## 17.1

### Volunteer Confidentiality Agreement

1. Each of the parties agree that they will:

- i. not communicate, disclose or make available any personal or confidential information to any third party;
- ii. not directly or indirectly use, or permit others to use, confidential information other than for the purposes of keeping club information accurate;
- iii. not make any announcement or disclosure in connection with any confidential information obtained during public events, meetings or social gatherings without the prior written consent of the other party.

2. The volunteer shall each ensure that all measures necessary are taken to secure the confidentiality of the other party's information including but not limited to:

- i. keeping separate all confidential information and all information generated through volunteering from all other documents and records;
- ii. allowing access to any confidential information only to members and employees of Kin Canda. The sharing of such information will be treated as confidential and all volunteers will comply with the confidentiality and non-disclosure obligations contained in this agreement.

I have read, understand and agree to abide by the terms and conditions as set out in the Non-Disclosure Confidentiality Agreement.

SIGNED by \_\_\_\_\_

Name (print) \_\_\_\_\_

Date (Day / Month / Year) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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## **SECTION 18: EVENT RELATED INFORMATION**

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### **18.1 FESTIVALS, PARADES AND PERFORMANCES**

When planning a festival, a parade or a special performance/ concert please make sure you use the following helpful documents and that you contact the Risk Management Coordinator at National to verify coverage for your event.

Mélanie Nieson  
National Risk Management Coordinator  
1-800-742-5546 ext. 208

*\*Some useful documentation:*

*-Risk Management Module # 9 found in section 16 of this guide.*

*-Risk Management Checklist # 9, 10, 17 found in section 19 of this guide.*

### **18.2 CASINOS, BINGOS, LOTTERIES AND RAFFLES**

#### **Gaming**

The Canadian Criminal Code indicates that gambling is illegal. The following are ways to help determine if your event is illegal. Anytime there is a game, players, a gain or wagering in a public setting you could be breaking the law. The only way gambling is legal is when it is held in a casino, it is part of an agriculture event (horse racing), it is in the privacy of your own home and among friends or you have been able to obtain a gaming license specific to your event. In most provinces such licenses are not available for our clubs. If you are caught hosting an illegal gambling event your club could be charged. These charges can result in putting the entire Association and our insurance at risk. The club could lose their liquor license and it could make it impossible for them to ever acquire another one.

For all events involving wagering please contact your municipality or local law and gaming authorities before hosting the event to obtain a gaming license. Once again, without this license you are breaking the law.

Important: It is important to note that some Canadian Provinces have made changes to their provincial laws allowing some forms of gambling. Once again please contact your provincial government to see if your event is legal within your province.

*\*Other useful documentation on gaming:*

*-Risk Management Module # 12 found in section 16 of this guide.*

*\*Other useful documentation on bingo's lotteries and raffles:*

*-Risk Management checklist # 12 found in section 19 of this guide.*

## 18.3 SPORTING EVENTS

### *IMPORTANT*

**Sporting events are excluded** in our National Policy. The policy states that:

Bodily Injury or death of any person while practicing for or participating in any contest or exhibition of an athletic or sports nature, sponsored, conducted or directed by the Insured is not covered.

The following are examples of excluded events but are not limited to:

- |                                     |                             |
|-------------------------------------|-----------------------------|
| -Baseball                           | -Mountaineering             |
| -Bobsled                            | -Orienteering               |
| -Boxing                             | -Rafting                    |
| -Cricket                            | -Rodeos                     |
| -Cycling                            | -Roller derby               |
| -Cliff diving                       | -Rugby                      |
| -Curling                            | -Running                    |
| -Football                           | -Scuba diving or snorkeling |
| -Hang gliding/ sky diving           | -Skiing or snowboarding     |
| -Hockey (ice, field and/or street)  | -Sports parachuting         |
| -Jai alai                           | -Triathlon, biathlon        |
| -Judo and other martial arts        | -Windsurfing                |
| -Lacrosse (arena, box and/or field) | -Wrestling                  |
| -Luge                               |                             |

\*If your event does not appear on this list please contact the National Risk Management Coordinator to verify coverage.

Coverage for these events can be purchased by contacting HKMB Insurance Brokers or your local insurance broker.

*\*Other useful documentation:*

*-Risk Management Checklist # 6 found in section 19 of this guide.*

## **18.4 TRIPS AND TOURS**

When planning trips and tours please make sure you call the National Risk Management Coordinator to confirm coverage for your event.

All participants should sign a waiver before participating. See Event Waiver of Liability.

If participant is a child please ensure that you receive written consent from a parent or legal guardian.

See Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity agreement.

It is important to ensure that all locations of the trip have their own liability coverage.

*\*Other useful documentation:*

*-Risk Management Checklist # 11 found in section of this guide.*

## **18.5 COURSES, CLINICS AND TRADESHOWS**

When planning courses, clinics and tradeshow please make sure you call the National Risk Management Coordinator to confirm coverage for your event.

*\*Other useful documentation:*

*-Risk Management Checklist # 13 & 17 found in section 19 of this guide.*

## **18.6 CHILDREN ACTIVITIES / PROGRAMS**

When hosting an event for children please make sure you follow and establish guidelines such as:

- never find yourself alone with a minor (someone under the age of 18)
- always have the parent/guardian provide you with written consent for their child to participate. *See Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity agreement.*
- have the parent/guardian complete a participation waiver indicating the risks
- try and cover all bases for safety
- have someone available at all times for First aid
- ensure you have the appropriate adult supervision

*\*For other useful tips:*

- Risk Management Checklist #15 found in section 19 of this guide.*
- Risk Management Module #13 found in section 16 of this guide.*

## **18.7 FOOD HANDLING**

Before performing any food-related activity, consult and review the Risk Management Checklist # 16 to make sure you have done everything in your power to ensure the food you are serving is safe.

Contact your local health department and municipality for any information they might have on safe handling of food or if you are uncertain about anything.

Call your municipal government and local health department prior to starting your food service/station to determine if any additional steps need to be taken to adhere to existing by-laws.

Make sure you are following all municipal by-laws prior to opening your food station/service (i.e. do you need a license).

*\*For useful tips see the Risk Management Checklist # 16 found in section 19 of this guide..*

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**SECTION 19:**

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# **Risk Management Checklists**

## **USING THE RISK MANAGEMENT CHECKLISTS:**

During the development of the corresponding policy and procedure guidelines for each of the key exposures and other important topics, the committee tried to keep in mind the following differences among clubs:

- (4) Geographic and legislative differences between districts;
- (5) Available resources—financial and human;
- (6) Community needs.

It is important to note that the checklists included in this guide are representative of a “reasonable” standard of care that should be assumed for a specific category of project. Individual circumstances will dictate whether the standard of care should be higher for the specific event that you are conducting. Consider these checklists as a minimum acceptable national standard. If a project being run has special circumstances that warrant a higher standard of care, then those higher standards of care should be used. However, in setting this higher standard of care, be wary of setting your project up to fail by making the enforcement of this standard of care so onerous that the project is unworkable.

These checklists are intended to provide some assistance and suggestions to consider in the development of each individual policy and applicable procedures. They are recommended checklists only. Each club may have project-specific checklists that supersede these checklists that do the job far better, and that’s fine. The important thing is to ensure that processes and procedures for risk management are in place for every endeavour, no matter the size and frequency. Each club may wish to use the waiver forms in the appendices, or set up their own forms; regardless of what is done, it is crucial that everything is well documented. Every project should have a detailed file with current reports, budgets, checklists and waiver forms on file. Standard forms, such as the Incident Report forms, should not be amended, but other forms can be changed to suit a club’s projects or specific activities.



## 19.1 PLANNING AN EVENT? FILL OUT CHECKLISTS

*\*Article by Claire Gear, National Risk Management Committee member. Article was created to help members understand the value in using checklists while planning an event.*

Spring has now arrived and many clubs are busy preparing for various projects, including carnivals, festivals, sporting events, etc. One of the key elements to any project plan is the identification and evaluation of the risks involved in holding that project or event.

The National Risk Management Committee (NRMC) has developed the Risk Management Checklists in order to provide your club with the tools to help you control the risks involved in any project or event you may hold. By using and acting upon the information provided in a particular checklist geared toward the project you are holding, your club will go a long way in showing you have practiced due diligence.

There are a number of ways to use the checklists. Use them as a starting point for brainstorming the potential risks involved in your project. Once you've identified and evaluated the risks, use the checklist to help you determine risk control techniques. Each one provides a list of techniques to be used prior to, during and after the event, dealing with both liability and financial controls. It is important that you review each of the available checklists to ensure you are using the one or ones most suited to your particular project. Every club project or event will have specific requirements and it may take one or five different checklists to cover all of your project's needs.

Your community, for example, is holding a festival and your club is providing support in various areas. "Festivals/Parades/Performances" would be the checklist specific to this project but this one may not be enough, depending on what parts of the festival your club is running. Are you responsible for a beer tent? Then you will also need to include the "Liquor Functions" checklist in your planning. Are you selling raffle tickets? There is a "Lotteries/Raffles/Skill Contests" checklist with specific information for that. If you are running an event involving minors there is a "Children's Programs" checklist you need to go through as well. Some of the control techniques may be duplicated from checklist to checklist but it is important your club review each of the 16 available to ensure you are practicing due diligence in all possible areas.

It is vitally important that at least four weeks prior to the event your club contact the Risk Management Coordinator or our broker at HKMB to ensure the project is listed on your club's insurance form filed at National Headquarters and that you have insurance coverage for that specific event. There are a number of exclusions, including, but not limited to, rodeos, circuses, bungee jumping, etc. Make sure each and every portion of the event your club is responsible for has insurance coverage. If it is not covered, you may then be able to purchase special event coverage from our broker or locally.

Remember to add and/or revise your checklists to suit your own particular project's needs. All documentation pertaining to the project should be kept in a project file and reviewed after the event has been completed, including checklists, waivers, consent forms, etc. Completed checklists and waivers must be kept for a period of at least, but not limited to, one year. It is equally important to keep in mind that risks can change from year-to-year and project-to-project and that your club must review and re-evaluate the project from a risk management standpoint each and every time.

There are, in total, 16 checklists your club can use to help you control the risks of your projects and events. By no means are they definitive; you still must go through the six-step Risk Management Process outlined in the Guide to Risk Management to ensure you cover the potential risks specific to your project. The checklist is one tool of many that is provided to your club to help you practice due diligence and put into place risk controls you will need to ensure a safe and successful project.

## 19.2 CHECKLIST 1: LIQUOR FUNCTIONS

| Risk Control Tasks to be Completed: Liquor Functions   | Yes | No | N/A |
|--|-----|----|-----|
| <b>Prior to the Event:</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ A provincial liquor licence must be obtained prior to any event and displayed on the premises;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Consult your local Municipal Alcohol Policy to ensure that you comply with all by-laws in place relating to Alcohol service.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that event is for patrons of legal drinking age ONLY. If not possible, then the liquor consumption should be restricted to a designated area such as a separate room or a fenced in beer garden</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Check all tables and chairs within the facility and remove any unsafe or defective items</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that all entrances are free of any obstructions</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If the event held in winter all entrances and sidewalks must be cleared and salted and post signs indoors “Floor Slippery When Wet”. Ensure that all areas are kept as dry as possible by mopping up any wet area. If event is held when rainy post signs indoors “Floor Slippery When Wet”. Ensure that all areas are kept as dry as possible by mopping up any wet area.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If the bar is maintained by Kin, it is recommended that all servers (Kin members or other individual volunteers) have taken and passed the Smart Serve program – previously known as the Server Intervention Program (S.I.P.) – or a similar provincially qualified program;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If someone other than Kin is responsible for maintaining and operating the bar, the local Club needs to obtain a Certificate of Insurance from this other organization adding Kin Canada and your local Club as “Additional Insured”. This Certificate needs to show that they have coverage for liquor liability;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Should the event be held in an outdoor area, appropriate fencing must be used to section off the area;</li> </ul>   |     |    |     |
| <b>During the Event:</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Should any patron appear to be younger than 25yrs of age, acceptable photo identification <i>must</i> be requested;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Contact local taxi companies to ensure they are available for patrons’ use and post the telephone numbers of these companies in appropriate areas (e.g. washrooms / telephone areas);</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Contact local Car Jockey, Operation Red Nose or similar types of companies or programs that allow for patrons to leave safely by having someone else drive their vehicle and post the telephone numbers of these companies in appropriate areas (e.g. washrooms / telephone areas);</li> </ul>  |     |    |     |

Checklist 1: liquor functions cont...

|  |  |  |  |
|--|--|--|--|
| <ul style="list-style-type: none"> <li>▪ Make public announcements that the above services are available at frequent intervals during the event;</li> </ul>  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Should any patron appear intoxicated, advise the bar staff and quietly advise the patron that he/she will no longer be served alcohol;</li> </ul>         |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Should anyone be acting in an unsafe manner, whether intoxicated or not, advise the individual to refrain or otherwise leave the premises;</li> </ul>     |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Should any patron become abusive, contact the local law enforcement agency – do not attempt to interfere in any potentially violent situation;</li> </ul> |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Complete an Incident Report for any incident that occurs during the event.</li> </ul>   |  |  |  |
|  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Should any liquid spill on the floor, mop up the liquid immediately to prevent anyone from slipping or falling;</li> </ul>                                |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Should any food fall on the floor, clean up the area immediately to prevent anyone from slipping or falling;</li> </ul>                                   |  |  |  |
| <b>After the Event:</b>  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Identify any damaged equipment and prepare an Incident Report</li> </ul>  |  |  |  |

**Important information:** All clubs will be required to provide National with the **total revenue generated from their liquor sales**. This information will be requested on the annual Club Insurance Reporting Form as of the 2006-07 Kin year and will be used to help our insurer determine our liquor liability coverage needs and insurance cost. National will be reporting this information to our insurers prior to our annual policy renewal of February 1 of every year.

### 19.3 CHECKLIST 2: FACILITY MANAGEMENT

| Risk Control Tasks to be Completed: Facility Management  | Yes | No | N/A |
|--|-----|----|-----|
| <b>General:</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Arrange for Annual inspections by qualified individuals or companies to ensure the facility or property is in safe condition</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Carry out regular maintenance to all major and minor components</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If the facility is a park or building, ensure that grounds, access, and vegetation are properly maintained</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that all current fire codes are met and that all alarms and fire protection equipment are serviced and serviceable</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that kitchen and bathroom facilities are clean and sanitary and that equipment is safe</li> </ul>  |     |    |     |
| <b>When Holding an Event: Prior to</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Sign an agreement with the owners of the facility where the contract outlines the responsibilities of both parties</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Obtain appropriate licenses for the event being run</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure all entrances and exits are free of obstructions</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Post signs indoors “Floor Slippery when Wet” if it has been raining outside</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Check all tables and chairs and other loose furnishings within the facility and remove any unsafe or defective items</li> </ul>   |     |    |     |
| <b>During the Event:</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure all fire exits are clearly marked and unobstructed</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure all electrical wires or devices do not obstruct patrons</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If the event held in winter all entrances and sidewalks must be cleared and salted and post signs indoors “Floor Slippery When Wet”. Ensure that all areas are kept as dry as possible by mopping up any wet area. If event is held when rainy post signs indoors “Floor Slippery When Wet”. Ensure that all areas are kept as dry as possible by mopping up any wet area.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Should any drink spill on the floor, mop up the liquid immediately to prevent anyone from slipping or falling</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Should any food fall on the floor, clean up the area immediately to prevent anyone from slipping or falling</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Should anyone be acting in an unsafe manner, advise the individual to refrain or other wise leave the premises</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Should any patron become abusive, contact the local law enforcement agency – do not attempt to interfere in any potentially violent situation;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ 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 potential danger</li> </ul>   |     |    |     |

Checklist 2: Facility management cont...

|  |  |  |  |
|--|--|--|--|
| <ul style="list-style-type: none"> <li>▪ Complete an Incident Report for any incident that occurs during the event.</li> </ul>   |  |  |  |
| <b>After the Event:</b>  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ 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 reporting form</li> </ul>   |  |  |  |
| <b>Financial Controls</b>  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program for your facility and for the event. If you are not certain, contact Kin Canada Risk Management Coordinator to inquire.</li> </ul> |  |  |  |
|  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Send completed Certificate Request Forms to Kin Canada Risk Management Coordinator <u>at least four weeks prior to an event</u>, to request all required Certificates</li> </ul>  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ If Club owns or leases the facility they must purchase Property and Liability Insurance, minimum of \$2,000,000 coverage, with the Kin Canada named as Additional Insured's</li> </ul>  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage may be required and you should contact HKMB, to discuss your insurance needs.</li> </ul>  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Ensure that a facility maintenance reserve fund is established to ensure that the cost of periodic maintenance and component replacement is dealt with over a manageable time frame</li> </ul>  |  |  |  |

19.4

**CHECKLIST 3: PLAYGROUND MANAGEMENT**

| Risk Control Tasks to be Completed: Playground Management   | Yes | No | N/A |
|---|-----|----|-----|
| <b>Involved in Construction or Playground Operation</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the playground meets the safety codes in place at the time it was constructed. Check with local municipality for playground regulations and by-laws</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Conduct frequent maintenance and upgrades to ensure that the most recent codes are met (safety and standards governed by CSA)</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Arrange for semi-annual inspections by qualified individuals or companies to ensure that the playground is in safe condition.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Carry out regular maintenance to all major and minor components. A Playground Inspection Checklist should be completed, signed and dated and kept in the clubs' records for at least seven (7) years.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the grounds, access and vegetation are properly maintained, are clean and sanitary and that the entire play space is safe</li> </ul>   |     |    |     |
| <b>Club contributed in the past to the playground by providing Financial Assistance or Human Resources</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with the Municipality or body that operates the playground to ensure that the body carries out the safety checks as noted above</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that an effective risk transfer agreement is in place as part of the contract, holding the Club and Kin Canada harmless from any potential liability emanating from the use and maintenance of the playground. Consult qualified legal counsel to ensure that such an agreement is in place.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that Municipality has sufficient insurance in place and that they provide you with a Certificate of Insurance, naming your Club and Kin Canada as additional insured. Confirmation that these have all been obtained should be sent to Kin Canada Risk Management Coordinator.</li> </ul>               |     |    |     |
| <b>Financial Controls</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Club must purchase Property and Liability Insurance on the playground if they own or lease it. Kin Canada must be named as Additional Insured.</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Contact Kin Canada Risk Management Coordinator to ensure that the facility is registered with your Club files, whether owned and operated by the Club or another party</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage may be required and you should contact HKMB to discuss your insurance needs.</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the play space, ensure that the Facility Management Checklist has been completed.</li> </ul>   |     |    |     |

19.5

**CHECKLIST 4: SWIMMING POOLS**

| Risk Control Tasks to be Completed: Swimming Pools  | Yes | No | N/A |
|---|-----|----|-----|
| <b>Involved in Construction or Operation of Pool or Water Park</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the swimming pool meets the safety codes in place at the time it was constructed. Check with local municipality for swimming pool and water park regulations and by-laws</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Conduct frequent maintenance and upgrades to ensure that the most recent codes are met.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Arrange for semi-annual inspections by qualified individuals or companies to ensure that the swimming pool or water park is in safe condition</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Carry out regular maintenance to all major and minor components. A Swimming Pool/Water Park Inspection Checklist should be completed, signed and dated and kept in the clubs' records for at least seven (7) years.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the grounds, access and vegetation are properly maintained, are clean, sanitary and that the entire facility is safe</li> </ul>  |     |    |     |
| <b>Minimum Standards for the Operation of Swimming Pools</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ All swimming pools are to be completely fenced. Check with local bylaw officer for the appropriate height and other requirements not listed</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ All fenced in swimming pools are to have a gate that locks securely</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Clearly mark the depth of the pool. Markings indicating safe jumping and diving areas are advisable</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Keep safety equipment nearby including reaching and throwing aids. Keep at least one pole long enough to reach half way across the pool</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Lock chemical supplies in secure area</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Lighting fixtures in or around the pool should be insulated with non conducting material</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that adequate supervision and qualified lifeguards are on duty at all events in which third parties are involved</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Appropriate rules of conduct, behaviours, health and safety should be established and posted</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Post signs identifying times of operation of the pool</li> </ul>   |     |    |     |
| <b>Club contributed in the past to the pool or water park by providing Financial Assistance or Human Resources</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with the Municipality or body that operates the facility to ensure that the body carries out the safety checks as noted.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that an effective risk transfer agreement is in place as part of the contract, holding the Club and Kin Canada harmless from any potential liability emanating from the use and maintenance of the facilities. Consult qualified legal counsel to ensure that such an agreement is in place.</li> </ul> |     |    |     |



Checklist 4: Swimming Pools cont...

|   |  |  |  |
|---|--|--|--|
| <ul style="list-style-type: none"> <li>▪ Ensure that Municipality has sufficient insurance in place and that they provide you with a Certificate of Insurance, naming your Club and Kin Canada as additional insured. Confirmation that these have all been obtained should be sent to Kin Canada Risk Management Coordinator.</li> </ul> |  |  |  |
| <b>Finance Controls</b>   |  |  |  |
| <ul style="list-style-type: none"> <li>▪ The Club must purchase Property if they are responsible for pool and at least \$ 2,000,000 Liability coverage with the club name and Kin Canada named as Additional Insureds.</li> </ul>   |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage is required and you should contact HKMB to discuss your insurance needs.</li> </ul>  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the event location, ensure that the Facility Management Checklist has been completed.</li> </ul>   |  |  |  |

19.6

**CHECKLIST 5: BINGOS AND GAMING EVENTS**

| Risk Control Tasks to be Completed: Bingos and Casinos   | Yes | No | N/A |
|--|-----|----|-----|
| <b>Generally</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Carry out regular maintenance and inspections of facility in accordance with the Facility Management Checklist.</li> </ul>  |     |    |     |
| The following policy should be a checklist in relation to any event in which a gaming manager is engaged:  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Sign a contract with the gaming manager which clearly outlines roles and responsibilities of all parties and the share of funds raised going to the various parties (manager, facility, club, prizes, etc. – usually dictated by local gaming legislation);</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Sign a lease agreement with the owners of the facility where the contract outlines the responsibilities of both parties. Complete Lease Agreement Checklist.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Obtain appropriate licences for the event being run;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Make sure all licence regulations are being followed</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Check all tables and chairs and other loose furnishings within the facility and remove any unsafe or defective items</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure all entrances and exits are free of any obstructions;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure Fire Exits are clearly identified;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure all electrical wires or devices do not obstruct patrons;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If the event held in winter all entrances and sidewalks must be cleared and salted and post signs indoors “Floor Slippery When Wet”. Ensure that all areas are kept as dry as possible by mopping up any wet area. If event is held when rainy post signs indoors “Floor Slippery When Wet”. Ensure that all areas are kept as dry as possible by mopping up any wet area.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Should any drink spill on the floor, mop up the liquid immediately to prevent anyone from slipping or falling;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Should any food fall on the floor, clean up the area immediately to prevent anyone from slipping or falling;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Should anyone be acting in an unsafe manner, advise the individual to refrain or otherwise leave the premises;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Should any patron become abusive, contact the local law enforcement agency – do not attempt to interfere in any potentially violent situation;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Complete an Incident Report for any incident that takes place during the event.</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ 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.</li> </ul>  |     |    |     |

Checklist 5: Bingos and Casinos cont...

| Finance Controls   |  |  |  |
|--|--|--|--|
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to inquire that the event is covered;</li> </ul> |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Send completed Certificate Request Forms to Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to request all required Certificates;</li> </ul>   |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage are required if you own or lease the premises. You should contact HKMB to discuss your insurance needs.</li> </ul>  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the event location, ensure that the Facility Management Checklist has been completed.</li> </ul>  |  |  |  |
| <ul style="list-style-type: none"> <li>▪ Consider purchasing “no-loss” insurance for each event if the club is not part of a pooled winning arrangement with other organizations</li> </ul>  |  |  |  |

## 19.7 CHECKLIST 6: SPORTING EVENTS

| Risk Control Tasks to be Completed: Sporting Events  | Yes | No | N/A |
|--|-----|----|-----|
| <b>Prior to the Event:</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the event location meets local safety codes;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Consider conducting frequent upgrades to ensure that local codes are met;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Arrange for annual inspections by qualified individuals or companies to ensure that the event location is in safe condition;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Carry out regular maintenance to all major and minor components;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that grounds, access and vegetation are properly maintained, are clean and sanitary and that the entire event is safe;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that there are sufficient washroom facilities at the event location;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with event organizers, police and other authorities to ensure that there are adequate traffic, participant and spectator controls in place;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with event organizers, fire department and other emergency response teams to ensure that an effective emergency response plan and Medical response plan is in place;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Participation waivers are encouraged and must be signed by persons of legal age (or parent or guardian where the participant is a minor);</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Obtain certificate of insurance from third party promoting/organizing the event or from sanctioning organization;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that an effective risk transfer agreement is in place holding the Club and Kin Canada harmless from any potential liability emanating from the event. Consult qualified legal counsel to ensure that such an agreement is in place.</li> </ul>   |     |    |     |
| <b>Finance Controls</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to inquire that the event is covered.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Send completed Certificate Request Forms to Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to request all required Certificates;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage may be required and you should contact HKMB <u>at least four weeks prior to the event</u>, to discuss your insurance needs.</li> </ul>  |     |    |     |

Checklist 6: Sporting Events Cont...

|   |  |  |  |
|---|--|--|--|
| ▪ If your Club owns or operates the event location, ensure that the Facility Management Checklist has been completed. |  |  |  |
|---|--|--|--|

The following events all require additional insurance to be purchased by your Club:

- Demolition Derbies
- All racing events or vehicle contests that involve automobiles, go-carts, motorcycles, snowmobiles, etc.
- Rodeos
- Circuses
- Aircraft or Balloons
- Watercraft in excess of 26 feet
- Bungee Jumping
- DETONATION or DISPLAY OF FIREWORKS
- Amusement Parks (Operation of Mechanical Amusement Devices including rides and water slides)

**\*\*Please note that there is NO coverage for bodily injury to athletic or sports participants.\*\***

19.8

**CHECKLIST 7: FACILITY & EQUIPMENT RENTALS**

| Risk Control Tasks to be Completed: Facility and Equipment Rentals   | Yes | No | N/A |
|--|-----|----|-----|
| <b>Prior to the Rental:</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ 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 agreement clearly outlines the roles and responsibilities of each party including who is responsible for physical damages and liability exposures resulting from the use of the facilities or equipment.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the facility and/or equipment meets local safety codes and Public Health standards;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Consider conducting frequent upgrades to ensure that the most recent codes are met;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Arrange for annual inspections by qualified individuals or companies to ensure that the facility/equipment is in safe condition;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Carry out regular maintenance to all major and minor components;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that grounds, access and vegetation are properly maintained, are clean and sanitary and that the entire facility/equipment is safe;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with the municipality or body that operates the facility to ensure that the body carries out the safety checks noted above;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that an effective risk transfer agreement is in place, holding the Club and Kin Canada harmless from any potential liability emanating from the use of the facility/equipment. Consult qualified legal counsel to ensure that such an agreement is in place;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the renter provides proof of insurance of the facility or equipment, adding your club as an additional insured.</li> </ul>  |     |    |     |
| <b>Finance Controls</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator to inquire that the facility/equipment is covered;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If Club owns or leases the facility they must purchase Property and a minimum of \$2,000,000 Liability Insurance coverage, with the Kin Canada named as Additional Insured's</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the event location, ensure that the Facility Management Checklist has been completed.</li> </ul>  |     |    |     |

19.9

**CHECKLIST 8: LEASE AGREEMENTS**

| Risk Control Tasks to be Completed: Lease Agreements   | Yes | No | N/A |
|--|-----|----|-----|
| <b>Prior to the Rental:</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ All lease agreements should be formalized by a written contract (this does not necessarily have to be a complex legal document – it must simply outline the basic elements of the agreement). Ensure that agreement clearly outlines the roles and responsibilities of each party including who is responsible for physical damages and liability exposures resulting from the use or the facilities or equipment.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with the party that operates the facility to ensure that the party carries out the requisite safety checks;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that an effective risk transfer agreement is in place, holding the Club and Kin Canada harmless from any potential liability emanating from the use of the facility. Consult qualified legal counsel to ensure that such an agreement is in place.</li> </ul>  |     |    |     |
| <b>Finance Controls</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Contact Kin Canada Risk Management Coordinator to ensure that the lease agreement is registered in your club’s files;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator to inquire that the event is covered;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If Club owns or leases the facility they must purchase Property and a minimum of \$2,000,000 Liability Insurance coverage, with the Kin Canada named as Additional Insured’s</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the event location, ensure that the Facility Management Checklist has been completed.</li> </ul>  |     |    |     |

**19.10 CHECKLIST 9: FESTIVALS / PARADES / PERFORMANCES**

| Risk Control Tasks to be Completed:<br>Festivals/Parades/Performances  | Yes | No | N/A |
|--|-----|----|-----|
|  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the event meets the safety and other requirements deemed appropriate by the authority granting the permit for the event;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that grounds, access and vegetation are properly maintained, are clean and sanitary and that the entire event location is safe;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that sufficient washroom facilities are provided;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with event organizers, police and other authorities to ensure that there are adequate traffic, participant and spectator controls in place;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with event organizers, fire department and other emergency response teams to ensure that an effective emergency response plan and Medical response plan is in place;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that all event organizers, participants and performers have sufficient insurance or participation waivers in place and that they provide proof of same, to the event organiser, naming your Club and Kin Canada as additional insured. Confirmation that these have all been obtained should be sent to Kin Canada Risk Management Coordinator.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that an effective risk transfer agreement is in place as part of the contract, holding the Club and Kin Canada 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.</li> </ul>  |     |    |     |
| <b>Finance Controls</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to inquire that the event is covered;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Send completed Certificate Request Forms to Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to request all required Certificates;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage may be required and you should contact HKMB <u>at least four weeks prior to the event</u>, to discuss your insurance needs.</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the event location, ensure that the Facility Management Checklist has been completed.</li> </ul>  |     |    |     |



## 19.11 CHECKLIST 10: SPECIAL EVENTS

| Risk Control Tasks to be Completed: Special Events  | Yes | No | N/A |
|---|-----|----|-----|
| <ul style="list-style-type: none"> <li>▪ Ensure that the event meets the safety and other requirements deemed appropriate by the authority granting the permit for the event;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that grounds, access and vegetation are properly maintained, are clean and sanitary and that the entire event location is safe;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that sufficient washroom facilities are provided;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with event organizers, police and other authorities to ensure that there are adequate traffic, participant and spectator controls in place;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with event organizers, fire department and other emergency response teams to ensure that an effective emergency response plan and Medical response plan is in place;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ 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. Confirmation that these have all been obtained should be sent to Kin Canada Risk Management Coordinator.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that an effective risk transfer agreement is in place as part of the contract, 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.</li> </ul>  |     |    |     |
| <b>Finance Controls</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to inquire that the event is covered.</li> </ul>                          |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Send completed Certificate Request Forms to Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to request all required Certificates;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage may be required and you should contact HKMB <u>at least four weeks prior to the event</u>, to discuss your insurance needs.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the event location, ensure that the Facility Management Checklist has been completed.</li> </ul>   |     |    |     |

The following events all require additional insurance to be purchased by your Club:

- Demolition Derbies
- All racing events or vehicle contests that involve automobiles, go-carts, motorcycles, snowmobiles, etc.
- Rodeos
- Circuses
- Aircraft or Balloons
- Watercraft in excess of 26 feet
- Bungee Jumping
- DETONATION or DISPLAY OF FIREWORKS
- Amusement Parks (Operation of Mechanical Amusement Devices including rides and water slides)

Please note that there is NO coverage for bodily injury to athletic or sports participants.

**19.12 CHECKLIST 11: TRIPS / TOURS**

| Risk Control Tasks to be Completed: Trips/Tours   | Yes | No | N/A |
|---|-----|----|-----|
| <b>Risk Control:</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with the trip/tour operator to ensure that it has sufficient insurance in place and that it provides proof of same, to the club’s event chair, naming your Club and Kin Canada as additional insured. Confirmation that these have all been obtained should be sent to Kin Canada Risk Management Coordinator.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that all participants in the trip/tour signs a participation waiver. Confirmation that these have all been obtained should be sent to Kin Canada Risk Management Coordinator.</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your club owns or operates the vehicle involved in the trip/tour, ensure that sufficient insurance coverage is in place for the vehicle;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that an effective risk transfer agreement is in place, holding the Club and Kin Canada harmless from any potential liability emanating from the trip/tour. Consult qualified legal counsel to ensure that such an agreement is in place.</li> </ul>   |     |    |     |
| <b>Finance Controls</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to inquire that the event is covered;</li> </ul>                  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Send completed Certificate Request Forms to Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to request all required Certificates;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Additional liability insurance coverage may be required and you should contact HKMB <u>at least four weeks prior to the event</u>, to discuss your insurance needs.</li> </ul>   |     |    |     |

The following events are excluded and require additional insurance to be purchased by your Club:

- Rallies, Poker Runs and other similar events.

**19.13 CHECKLIST 12: LOTTERIES / GAMING / RAFFLES / SKILL CONTESTS**

| Risk Control Tasks to be Completed: Lotteries/Raffles/Skill Contests  | Yes | No | N/A |
|---|-----|----|-----|
| <b>Risk Control:</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that a gaming licence is in place as dictated by the gaming authority in your club’s jurisdiction;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your club engages a lottery or raffle manager, ensure that your club enters into a formal contract with the manager, which clearly defines the financial and contractual responsibility of the club and the manager;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that all aspects of the lottery, gaming event or raffle are conducted in full accordance with the requirements of the licence and the particular rules of the lottery, gaming or raffle;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Where your club engages in a skills contest, engage the services of an insurance broker to advise you concerning available insurance for your contest. The services should be itemised in a formal contract, specifying the rights and obligations of each party.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If there are specific requirements determined by the insurer for a skills contest, ensure that the requirements are followed to the letter and that the insurer is satisfied with your club’s efforts to meet these requirements prior to the contest getting underway;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ When conducting a raffle for vehicles (car, motorcycle, snow machine, ATV, watercraft, aircraft, etc.) it is important that the club not take legal possession of the prize from the dealership but enter into an agreement whereby the dealer will transact directly with the winner and the Clubs only responsibility is to pay the dealership for the prize.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that your club has a “fall-back” position in the event of the failure of the project; this involves setting up a communications strategy to deal with the possible repercussions of a failed project.</li> </ul>  |     |    |     |
| <b>Finance Controls</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to inquire that the event is covered;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Send completed Certificate Request Forms to Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to request all required Certificates;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage may be required and you should contact HKMB <u>at least four weeks prior to the event</u>, to discuss your insurance needs.</li> </ul>   |     |    |     |

**19.14 CHECKLIST 13: COURSES / CLINICS**

| Risk Control Tasks to be Completed: Courses/Clinics  | Yes | No | N/A |
|--|-----|----|-----|
| <b>Risk Control:</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the course/clinic is conducted by individuals professionally qualified to deliver the instruction or information contained in the presentation;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that instructors and presenters have adequate insurance and that they provide proof of same, naming your Club and Kin Canada as additional insured. Confirmation that these have been obtained should be sent to Kin Canada Risk Management Coordinator.</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that an effective risk transfer agreement is in place as part of the contract, holding the Club and Kin Canada harmless from any potential liability emanating from the course/clinic. Consult qualified legal counsel to ensure that such an agreement is in place.</li> </ul>  |     |    |     |
| <b>Finance Controls</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator <u>at least four weeks prior to the course/clinic</u> to inquire that the course/clinic is covered.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Send completed Certificate Request Forms to Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to request all required Certificates;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage may be required and you should contact HKMB <u>at least four weeks prior to the event</u>, to discuss your insurance needs.</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the event location, ensure that the Facility Management Checklist has been completed.</li> </ul>  |     |    |     |

**19.15 CHECKLIST 14: CLUB OPERATIONS**

| Risk Control Tasks to be Completed: Club Operations  | Yes | No | N/A |
|--|-----|----|-----|
| <b>Risk Control:</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Follow the basic operational requirements of the Club Presidents' Manual (copy available from Kin Sales or downloadable from the Association's web site);</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Download a copy of the Crisis Management Manual to determine what actions to take in the event of a crisis arising from the actions of the club or its members.</li> </ul>  |     |    |     |
| <b>Finance Controls</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Contact Kin Canada Risk Management Coordinator to ensure that club's files are up to date, and that it is in good standing with respect to dues paid at National and District Level, corporate documentation is up to date and the most recent insurance questionnaire has been filled in.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator to inquire that your operations are covered;</li> </ul>                                |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage may be required and you should contact HKMB to discuss your insurance needs.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the play space, ensure that the Facility Management Checklist has been completed.</li> </ul>  |     |    |     |

**19.16 CHECKLIST 15: CHILDREN’S PROGRAMS**

| Risk Control Tasks to be Completed: Children’s Programs   | Yes | No | N/A |
|---|-----|----|-----|
| <b>Risk Control:</b>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that any program your club undertakes that involves children is conducted with the written consent of the children’s parents or guardians. Make consent forms available to parents well in advance of the event or program in order that the parent is aware of all the activities being undertaken;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the Program Organizers/Co-ordinators is conducted by individuals professionally qualified to deliver the instruction/program;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that Organizers and Co-ordinators have adequate insurance and that they provide proof of same, naming your Club and Kin Canada as additional insured. Confirmation that these have been obtained should be sent to Kin Canada Risk Management Coordinator.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that all program co-ordinators, supervisors and club members directly involved in the program have been subjected to a thorough background/police check to determine whether any criminal or civil charges have been laid against the individuals;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that fist aid care is readily available.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that any adult is not permitted to spend any time alone (one-on-one) with any child. Regardless of what may or may not have occurred, if there are no witnesses, the individual finds him/herself in a difficult position when the situation of an adult’s word against a child’s is allowed to occur.</li> </ul> |     |    |     |
| <b>Finance Controls</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator <u>at least four weeks prior to the program</u> to inquire that the program is covered;</li> </ul>        |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Send completed Certificate Request Forms to Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to request all required Certificates;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage may be required and you should contact HKMB <u>at least four weeks prior to the event</u>, to discuss your insurance needs.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the event location, ensure that the Facility Management Checklist has been completed.</li> </ul>   |     |    |     |

## 19.17 CHECKLIST 16: FOOD HANDLING

This checklist contains simple acts that you can do prior, during and after serving food to the public. Before performing any food-related activity, consult and review the list to make sure you have done everything in your power to ensure the food you are serving is safe. All of your answers should be YES. Also, contact your local health department and municipality for any information they might have on safe handling of food or if you are uncertain about anything.

| Risk Control Tasks to be Completed: Food Handling   | Yes | No |
|---|-----|----|
| <b>Prior to the Event:</b>  |     |    |
| Call your municipal government and local health department prior to starting your food service/station to determine if any additional steps need to be taken to adhere to existing by-laws.   |     |    |
| Make sure you are following all municipal by-laws prior to opening your food station/service (i.e. do you need a license).  |     |    |
| <b>Getting and Storing the Food:</b>  |     |    |
| Examine food and packaging before buying it   |     |    |
| Examine food and packaging before using it.   |     |    |
| Make sure your refrigerator is set and kept at 4° C or less.  |     |    |
| Make sure your freezer is set and kept at -18° C or less.   |     |    |
| Label and date food after repackaging and storing.  |     |    |
| Store your food in a tightly sealed container to ensure there is no chance of contamination.  |     |    |
| Throw out food that you were uncertain about (i.e. because of mould, bacteria, broken packaging, expiry date, etc.)   |     |    |
| <b>In The Kitchen:</b>  |     |    |
| Clean and sanitize any surface touched by raw food between each use.  |     |    |
| Wash all equipment (i.e. cutting boards, counter tops, sinks, utensils, etc.) before use and between uses throughout preparation with soap and hot water. (Consider using chlorine bleach for sanitizing equipment, surfaces and linens after preparation of raw foods. See the label for specific instructions.) |     |    |
| Make sure kitchen is pest free.   |     |    |
| Store your utensils properly.   |     |    |
| Make sure a proper garbage disposal area exists away from the food preparation area.  |     |    |
| Make sure the area has adequate and working ventilation, lighting, etc.   |     |    |
| <b>Preparing the Food:</b>  |     |    |
| Thaw food in the refrigerator or in cold water. (Food should not be thawed at room temperature.)  |     |    |
| Wash fresh produce in clean, cold water.  |     |    |
| Cook the food immediately after it was thawed. (Do not refreeze thawed food unless it is cooked)  |     |    |
| Make sure the food was not left out in temperatures between 4° C and 60° C. (Bacteria grow the most between those temperatures)   |     |    |
| Make sure all cooked food is kept away from raw food. (Do not mix juices of cooked and raw food, as this spreads bacteria.)   |     |    |
| Make sure hot foods are kept at temperatures above 60° C.   |     |    |



Checklist 16: Food Handling Cont...

|   |  |  |
|---|--|--|
| Make sure cold foods are kept at temperatures below 4° C.                           |  |  |
| Keep the food covered.  |  |  |
| Cook the food at the proper temperature.  |  |  |
| Meat thermometers should be used at all times.                                      |  |  |
| <b>Staff:</b>   |  |  |
| Tie your hair back or put it in a hair net if you keep it long.                     |  |  |
| Make sure you have clean clothes or a clean apron to wear while preparing the food. |  |  |
| Wash your hands before starting to prepare the food.                                |  |  |
| Continue to wash your hands throughout the food preparation.                        |  |  |
| Make sure all staff was in good health, with no infections, cuts or abrasions.      |  |  |

**A HANDY GUIDE TO PROPER INTERNAL COOKING TEMPERATURES:**

|                                  | Internal Temperature |
|----------------------------------|----------------------|
| <b>Ground Meat:</b>              |                      |
| Beef, Pork, Veal                 | 71°C                 |
| Chicken, Turkey                  | 80°C                 |
| <b>Fresh Beef:</b>               |                      |
| Rare                             | 60°C                 |
| Medium                           | 71°C                 |
| Well Done                        | 77°C                 |
| Rolled Beef Roasts or Steaks     | 71°C                 |
| Beef Minute Steak                | 71°C                 |
| <b>Fresh Pork:</b>               |                      |
| Pork Chops                       | 71°C                 |
| Roasts                           | 71°C                 |
| Fresh Cured Ham                  | 71°C                 |
| Cooked Ham (to reheat)           | 60°C                 |
| <b>Poultry:</b>                  |                      |
| Chicken, turkey - whole, stuffed | 82°C                 |
| Chicken - whole, unstuffed       | 82°C                 |
| Turkey - whole, unstuffed        | 77°C                 |
| Chicken, Turkey pieces           | 77°C                 |
| <b>Stuffing:</b>                 |                      |
| Cooked alone                     | 74°C                 |
| <b>Eggs and Egg Dishes:</b>      |                      |
| Egg casseroles, sauces, custard  | 71°C                 |
| Leftovers-reheated               | 74°C                 |

Checklist 16: Food Handling Cont...

**A HANDY GUIDE TO THE PROPER STORAGE OF FOODS:**

Storage Chart for Refrigerators and Freezers

|  | Refrigerator 4°C | Freezer -18°C |
|--|------------------|---------------|
| <b>FRESH MEAT:</b>                         |                  |               |
| Beef-Steaks Roasts                         | 2-4 days         | 10-12 months  |
| Pork Chops Roasts                          | 2-4 days         | 8-12 months   |
| Lamb Chops Roasts                          | 2-4 days         | 8-12 months   |
| Veal Roasts                                | 3-4 days         | 8-12 months   |
| Ground Meat                                | 1-2 days         | 2-3 months    |
| <b>FRESH POULTRY:</b>                      |                  |               |
| Chicken, Turkey - whole                    | 2-3 days         | 1 year        |
| Chicken, Turkey - pieces                   | 2-3 days         | 6 months      |
| <b>FRESH FISH:</b>                         |                  |               |
| Lean Fish                                  | 3-4 days         | 6 months      |
| Fatty Fish                                 | 3-4 days         | 2 months      |
| Shellfish                                  | 12-24 hours      | 2-4 months    |
| Scallops, Shrimp, Cooked Shellfish         | 1-2 days         | 2-4 months    |
| <b>HAM:</b>                                |                  |               |
| Cooked Ham                                 | 3-4 days         | 6-9 months    |
| Canned Ham                                 | 3-4 days         | Do not freeze |
| <b>BACON &amp; SAUSAGE:</b>                |                  |               |
| Bacon                                      | 1 week           | 1 month       |
| Sausage, raw                               | 1-2 days         | 1-2 months    |
| Pre-cooked                                 | 1 week           | 1-2 months    |
| <b>LEFTOVERS:</b>                          |                  |               |
| Cooked Meat, Stew, Egg or Vegetable Dishes | 3-4 days         | 2-3 months    |
| Gravy and Meat Broth                       | 1-2 days         | 2-3 months    |
| Cooked Poultry and Fish                    | 3-4 days         | 4-6 months    |
| Soups                                      | 2-3 days         | 4 months      |
| <b>HOT DOGS AND LUNCH MEATS:</b>           |                  |               |
| Hot Dogs                                   | 2 weeks          | 1-2 months    |
| Opened                                     | 1 week           |               |
| Lunch Meats                                | 2 weeks          | 1-2 months    |
| Opened                                     | 3-5 days         | 1-2 months    |
| <b>DELI FOODS:</b>                         |                  |               |
| Deli Meats                                 | 3-4 days         | 2-3 months    |
| Store-prepared or Home-made Salads         | 3-5 days         | Do no freeze  |
| <b>TV DINNERS/CASSEROLES:</b>              |                  |               |
| Keep frozen until ready to serve           |                  | 3-4 months    |

Checklist 16: Food Handling Cont...

|  |                  |                      |
|--|------------------|----------------------|
| <b>EGGS:</b>                           |                  |                      |
| Fresh - in shell                       | 3-4 weeks        | Do not freeze        |
| Fresh - out of shell                   | 2-4 days         | 4 months             |
| Hard Cooked                            | 1 week           | Does not freeze well |
| Egg Substitutes                        | 10 days          | Do not freeze        |
| Opened                                 | 3 days           | 1 year               |
| <b>DAIRY PRODUCTS:</b>                 |                  |                      |
| Milk                                   | Best before date | 6 weeks              |
| Opened                                 | 3 days           |                      |
| Cottage Cheese                         | Best before date | Does not freeze well |
| Opened                                 | 3 days           |                      |
| Yoghurt                                | Best before date | 1-2 months           |
| Opened                                 | 3 days           |                      |
| Cheese:                                |                  |                      |
| Soft                                   | 1 week           | Does not freeze well |
| Semi-soft                              | 2-3 weeks        | 8 weeks              |
| Firm                                   | 5 weeks          | 3 months             |
| Hard                                   | 10 months        | Up to a year         |
| Processed                              | Several months   | 3 months             |
| Open                                   | 3-4 weeks        | Do not freeze        |
| Butter                                 | 8 weeks          | 1 year               |
| Unsalted                               | 8 weeks          | 3 months             |
| Opened                                 | 3 weeks          | Do not freeze        |
| Mayonnaise                             |                  |                      |
| Commercial (refrigerate after opening) | 2 months         | Do not freeze        |
| <b>VEGETABLES:</b>                     |                  |                      |
| Beans - green or waxed                 | 5 days           | 8 months             |
| Carrots                                | 2 weeks          | 10-12 months         |
| Celery                                 | 2 weeks          | 10-12 months         |
| Lettuce Leaf                           | 3-7 days         | Do not freeze        |
| Iceberg                                | 1-2 days         | Do not freeze        |
| Spinach                                | 2-4 days         | 10-12 months         |
| Squash - Summer                        | 1 week           | 10-12 months         |
| Winter                                 | 2 weeks          | 10-12 months         |
| Tomatoes                               | Not recommended  | 2 months             |

This chart was produced by the Canadian Partnership for Consumer Food and Safety Education.

**19.18 CHECKLIST 17: TRADE SHOWS / HOME SHOWS**

| Risk Control Tasks to be Completed: Trade Shows/Home Shows  | Yes | No | N/A |
|---|-----|----|-----|
|   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that the event meets the safety and other requirements deemed appropriate by the authority granting the permit for the event;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that grounds, access and vegetation are properly maintained, are clean and sanitary and that the entire event location is safe;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that sufficient washroom facilities are provided;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with event organizers, police and other authorities to ensure that there are adequate traffic, participant and spectator controls in place;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Work with event organizers, fire department and other emergency response teams to ensure that an effective emergency response plan and Medical response plan is in place;</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that all event organizers, exhibitors and participants have sufficient insurance in place and that they provide proof of same, to the event organiser, naming your Club and Kin Canada as additional insured. Confirmation that these have all been obtained should be sent to Kin Canada Risk Management Coordinator.</li> </ul> |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Ensure that an effective risk transfer agreement is in place as part of the contract, holding the Club and Kin Canada harmless from any potential liability emanating from the Club's involvement in the event. Consult qualified legal counsel to ensure that such an agreement is in place.</li> </ul>                                 |     |    |     |
| <b>Finance Controls</b>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Review the Insurance coverage summary on the Kin Canada website to determine if coverage is provided by the National Insurance Program. If you are not certain, contact Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to inquire that the event is covered;</li> </ul>                            |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Send completed Certificate Request Forms to Kin Canada Risk Management Coordinator <u>at least four weeks prior to the event</u> to request all required Certificates;</li> </ul>  |     |    |     |
| <ul style="list-style-type: none"> <li>▪ Additional property and/or liability insurance coverage may be required and you should contact HKMB <u>at least four weeks prior to the event</u>, to discuss your insurance needs.</li> </ul>   |     |    |     |
| <ul style="list-style-type: none"> <li>▪ If your Club owns or operates the event location, ensure that the Facility Management Checklist has been completed.</li> </ul>   |     |    |     |

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## SECTION 20: DOCUMENTATION & RECORD KEEPING

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- *Each club must designate a member (the club secretary or safety officer would be the logical choices) to keep track of all documentation with respect to annual inspections of assets, project checklists, incident report forms and any other paperwork that might be of use to the club in the event of a claim.*
- The paperwork for each club project or asset should be kept for a minimum of ten years in an easily accessible location. Depending upon a club's relationship with its legal counsel, the legal counsel may be willing to keep this paperwork in an accessible archive on the club's behalf. Failing this, the club should ensure that the files are kept with an individual who has a reputation for good organization and record-keeping
- Liquor liability is a huge expose for our association and therefore all clubs will now be asked to provide their total liquor revenues involving their licensed events. Clubs will be required to provide these numbers on their annual Insurance Reporting Form due November 15<sup>th</sup> of every year.
- While the above measures may appear extreme, it is important to note that it is the club's ability to prove its side of a claim that counts in court. It may well be that the facts of any given case would indicate that the club is liable. However, if the club can prove that reasonable measures were taken to reduce or eliminate risk, and these measures are well documented, its liability may be mitigated somewhat, depending on the seriousness of the claim and the measures taken to reduce risk.

**Here are some examples on what should be kept on hand at the club level:**

- Insurance Reporting Form
- Incident Reporting Forms
- Liquor Revenue totals and anything else related to the licensing
- Project Reports
- Financials
- Club executive lists

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**SECTION 21:****UNDERSTANDING YOUR INSURANCE REPORTING FORM**

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**Contact information**

- Listed here should be your club's Risk Manager
- Please make sure that your clubs address is correct

**Liquor Functions**

- This is the number of functions your club has involving liquor.
- Both public and member only events.

**Total revenue generated by liquor sales**

- You must indicate the revenue made from selling liquor at your events
- The number required in this section will include revenue made in the prior Kin year

**Club contracts**

- Any contracts your club has with a third party.
- These can include leases, rentals, etc.

**Member events**

- The events listed here involve only members of your club and their family members
- Make sure you take off any events that your club no longer does, or specify the times you do it

**Public Events**

- This area is concerned with any event your club holds that involves the public.
- Please list here events your club organizes, help organize, sponsors and/or operates
- It is important that you specify if you operate or only sponsor the event.
- Included here can be parades, breakfasts, any sport teams etc.

**Club property information**

- This area is concerned with all property your club, either owns, leases, or rent.
- In terms of 'operate', we are concerned with the ongoing management of the facility.
- Co-managed deals with you helping another party with the maintenance of the facility/property.
- Please be sure to fill in all the information in this section.
- You must have liability insurance for any owned property and attach a certificate of insurance to your questionnaire
- If you're an additional insured (you do not own the property but are named under the owners liability insurance) please provide a certificate of insurance showing you are listed.

**Asset Information**

- Listed here are any assets your club has donated or sponsored to a third party.
- It is important for you to distinguish if the asset was donated (purchased by your club and given to the third party) or sponsored (money was given to third party to buy the asset themselves)
- If your club donated the asset it is important for your club to have an asset transfer waiver signed.
- Contact Mélanie Nieson at National if you require an asset transfer waiver, (800) 742-5546 ext. 208
- Please make sure you send the ORIGINAL Asset Waiver Transfer to National and retain a copy for your files.

**Club vehicle Information**

- Deals with any vehicles your club owns or rents for club purposes
- If your club rents any type of motorized vehicle for an event it should be listed here

#### Auxiliary Clubs

- You must indicate the name of all auxiliary clubs sponsored by your club
- Contact information for the auxiliary club is also required

#### Incorporation information provided

- Listed here is the clubs incorporation number to allow clubs the capability of verifying their status with their provincial government.
- Listed here is the clubs incorporation date to allow clubs the ability to determine when their clubs annual incorporation return is due.

*Other useful documentation includes:*

*-Risk Management Module # 3 found in section 16 of this guide.*

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**SECTION 22:**

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# **Insurance**



## INSURANCE ADMINISTRATION

- ◆ **For Certificates of Insurance** your Club can download the Certificate of Insurance Request form off the website and fax it to Mélanie Nieson at KIN National (519) 650-1091. Requests no longer need to be faxed to HKMB. Please allow a minimum of 2 business days for processing. It is suggested that all certificate of insurance requests be submitted 4-6 weeks prior to the event. Please make sure you take the time to properly complete the request, that all fields are complete and that the section indicating “Who has requested this certificate?” also known as the certificate holder indicates the 3<sup>rd</sup> party information and not the clubs information.

**When to use the Certificate of Insurance Request:** The request is only to be used if a third party is requesting proof of insurance from the club. For example; if a club is hosting a BBQ in a Municipal Park, the club might be asked by the city to provide proof of liability insurance before they agree to let the club use the park.

- ◆ **For special coverage and coverage interpretation** your club is to call Madonna Law at HKMB Ins. Brokers (416) 597-0008 or (800) 232-2024, however it is also prudent to call Mélanie Nieson at National Headquarters so that she is also aware of your request.
- ◆ **Policies and procedures regarding changes** affecting your national coverage might happen from time to time. When this occurs, the insurer and Kin Headquarters will inform you of any materiel changes as soon as possible.
- ◆ **Clubs are not covered under the National Insurance policy for property insurance including liability coverage.** Therefore if your club owns any property (buildings, pool, playground, etc) you must purchase your own Property and Liability Insurance as soon as possible. Your coverage for liability should be at least \$2,000,000 and Kin Canada should be named as an additional insured. **You must provide a Certificate of Insurance to National Headquarters.**

*\* Other useful documentation on our insurance coverage includes:*

*-Risk Management Module # 6 found in section 16 of this guide.*



22.1

## CERTIFICATE OF INSURANCE REQUEST

Attn: Mélanie Nieson  
Phone: (800) 742-5546 EXT. 208  
Fax (519) 650-1091  
E-Mail: [mnieson@kincanada.ca](mailto:mnieson@kincanada.ca)

**NOTE:** When using this form please fax a copy of your request to Kin Canada only

|                                    |             |
|------------------------------------|-------------|
| Club Requesting Certificate:       | _____       |
| Person Requesting Certificate:     | _____       |
| Fax Number (copies will be faxed): | ( ) - _____ |
| Phone Number:                      | ( ) - _____ |
| Email address:                     | _____       |

|  |       |
|--|-------|
| Name of Event:   | _____ |
| Description of Event:  | _____ |
| What will the Club be doing or what services will be provided? | _____ |
| Date(s) of Event:  | _____ |

**Who has requested this certificate? i.e.: City of Toronto (known as Certificate Holder):  
Complete Address Must Be Provided**

|  |         |
|--|---------|
| Name of Organization (Certificate Holder):   | _____   |
| Address of Organization:   | _____   |
| Postal Code:   | _____   |
| Attention of:  | : _____ |
| Has the Certificate Holder requested to be added as Additional Insured? <input type="checkbox"/> Yes <input type="checkbox"/> No |         |

**Comments/Special Instructions:**

\_\_\_\_\_  
\_\_\_\_\_

Note: All original Certificates will be mailed directly to the Certificate Holder, unless otherwise specified.



22.2

**Kin Canada**  
**National Comprehensive Liability Insurance 02/07**

**SPECIAL NOTICE**

For more information, contact:

**Madonna Law**  
Phone: (800) 232-2024  
Phone: (416) 597-0008  
Fax: (416) 597-2313  
E-mail: Madonna.law@hkmb.com

The following events/activities are **EXCLUDED OPERATIONS**:

- ALL racing events or vehicle contests that involve motorized vehicles (automobiles, go-carts, motorcycles, snowmobiles, lawnmowers, ATV's, personal watercrafts, etc.)
- Rodeos
- Circuses
- Aircraft or Hot Air Balloons
- Watercraft in excess of 26 feet
- Bungee Jumping
- Operation of Mechanical Amusement Devices
- Detonation of Fireworks (Sale of Fireworks is covered, provided there is no altering or repackaging and subject to approval by HKMB Insurance Brokers.)
- Bodily injury to athletic or sports participants

If your club is involved in sponsoring such events, separate coverage may be obtained, in some cases, at an additional premium. Coverage for excluded events may be arranged for an additional premium. Please contact HKMB Insurance Brokers with full particulars FOUR (4) weeks in advance of the event.

Policy is subject to a Circus Exclusion, Amusement Devices Exclusion, Sexual Abuse Exclusion, Animal Mortality Exclusion, and Employment-Related Practices Exclusion.

For every item (e.g. piece of land, building, sports complex, swimming pool, piece of playground equipment etc.) that your Club donates to a third party (e.g. municipality), you are required to have a nationally approved waiver signed by that third party. Keep a copy of the waiver and submit the original to National Headquarters. For monetary donations, please obtain a certificate of insurance adding name both Kin Canada and your local Club as "Additional Insured", and/or obtain a signed waiver of Liability.

For every item that your Club owns or leases (e.g. a daycare business, housing complex, piece of land, building, club room, swimming pool, piece of playground equipment, etc.) you are required to take out a separate property and liability insurance policy for your Club. This policy must name both Kin Canada and your local Club as the insured parties and must have a minimum of \$2,000,000 per incident coverage. You must also have every item that you own inspected by a qualified, professional inspector on an annual basis. A copy of this inspection must be sent to the National Headquarters.

Do not, at any time, admit responsibility of liability. You may advise any claimant that you are referring the matter to your insurers and they will be contacted in due course.

This resume is intended to give you a basic description of the protection afforded. However, any claim that occurs will be subject to the terms, conditions and exclusions of the actual policy wording on file at National Headquarters.

THIS IS NOT A POLICY. THIS IS INTENDED FOR INFORMATION PURPOSES ONLY. ORIGINAL POLICY ON FILE AT NATIONAL HEADQUARTERS.

## Kin Canada National Comprehensive Liability Insurance 02/07

The basic insurance is designed to protect you and your club in case of lawsuits resulting from Bodily Injury and Property Damage to third parties. In addition to the basic coverage, the following extensions are included:

### 1) Occurrence Property Damage

The coverage normally provided by liability policies is on a 'caused by accident' basis. This restriction is amended by making the coverage apply on an 'Occurrence Basis.'

### 2) Personal and Advertising Injury Liability

Personal injury includes protection for any liability arising out of:

- a) False arrest, malicious prosecution, wrongful detention or imprisonment;
- b) Libel, slander, defamation of character or humiliation;
- c) Invasion of privacy, wrongful eviction or wrongful entry;
- d) Misappropriation of advertising ideas;
- e) Infringement of copyright.

### 3) Contingent Employers Liability

Provides coverage in those instances where an employee is injured while engaged in a task that does not fall within their regular duties or in circumstances where an employer may be called upon to reimburse the Workers' Compensation Board.

### 4) Products Liability

Products Liability provides for Bodily Injury or Property Damage claims arising out of the consumption, handling or use of goods or products manufactured, sold, handled or distributed, providing such claim occurs away from the premises and after possession of the said goods or products has been relinquished.

### 5) Contractual Liability

A standard Comprehensive Liability policy limits Contractual Liability cover for liability assumed only under certain reported contractual agreements, such as: "Railway Sidetrack Agreement, Easement Agreement, Elevator Agreement, etc." This policy is amended to broaden the contractual liability cover so as to cover all contracts under which the insured assumes liability of another, if the contract is made prior to any Bodily Injury or Property Damage actually occurring.

### 6) Incidental Malpractice

Coverage is provided for the club members who are held responsible for the injury caused to a third party by the administration of first aid.

### 7) Additional Insureds

Association coverage has been extended to include all members and volunteers, while acting on club activity. In addition to indemnifying the member, the costs of defence are also paid, even though the club may eventually be held entirely liable. Certificates for additional insureds may be obtained from HKMB Insurance Brokers.

### 8) Foundations

The policy has been endorsed to include any charitable subgroup of Kin Canada that mirrors the National Association from an administration basis.

### 9) Non-Owned Automobile Liability

This policy grants cover to the club itself for legal liability arising out of the operation of non-owned vehicles while on club business if you become involved in a suit arising from the operation of the non-owned vehicle. Legal liability for damage to non-owned vehicles is covered to a limit of \$30,000 and subject to a deductible of \$250. Note that these vehicles must be rented in the club's name for this coverage to apply.

### 10) Unlicensed Automobiles

The policy has been extended to cover liability only for unlicensed automobiles on loan that are held as prizes for draws. Coverage does not apply for vehicles operated on a public road or involved in a race or contest. Note that the insurance does not provide physical damage to any owned or leased unlicensed vehicles.

### 11) Non-Owned Watercraft

Coverage is in effect for liability claims arising out of the business use of Non-Owned Watercraft of 26 feet in length or less.

### 12) Swimming Pools

All swimming or paddling pools of any size must conform to the local, municipal by-laws, including the regulations regarding the hiring of fully certified staff to operate the pool.

### 13) Liquor Liability

This coverage is provided to protect clubs from claims that may arise from the occasional serving or sale of liquor at club functions and fundraising activities. The intent of this coverage is not to insure ongoing bar or restaurant type operations (i.e. daily run facilities).

### 14) Auxiliary Clubs

The policy has been endorsed to include any subgroup of Kin Canada that mirrors the National Association from an administration basis.

### 15) Claims Procedure

In the event of any incidents involving Bodily Injury and/or Property Damage to a third party, the attached incident report is to be completed immediately and forwarded to National Headquarters.

### 16) Deductible

Please note that a \$5,000 deductible amount applies to each Bodily Injury and/or Property Damage occurrence, including expenses. The Club pays the first \$1,000 of any claim deductible. National Headquarters pays the difference, up to the remaining \$4,000.

THIS IS NOT A POLICY. THIS IS INTENDED FOR INFORMATION PURPOSES ONLY. ORIGINAL POLICY ON FILE AT NATIONAL HEADQUARTERS.



**Kin Canada  
National Director's & Officer's Insurance 02/07**

Do not, at any time, admit responsibility of liability. You may advise any claimant that you are referring the matter to your insurers and they will be contacted in due course.

This resume is intended to give you a basic description of the protection afforded. However, any claim that occurs will be subject to the terms and conditions of the actual policy wording on file at National Headquarters.

This insurance for your club is designed to protect as follows:

Limit of Liability \$1,000,000 per loss; \$5,000,000 annual aggregate limit in the policy year including defense costs.

|   |   |
|---|---|
| <p><b>Who is insured?</b><br/>Past, present and future Directors, Officers, Trustees, Employees, Volunteers, Committee Members of your club, including the estates, heirs, legal representatives and assigns of each of the above.<br/>Your club on behalf of the Corporation for all loss for which the Corporation may be required or permitted by law to indemnify such Assureds.</p> <p><b>What is insured?</b><br/>Legal Liability for claims made during the policy period for Wrongful Acts.</p> <p><b>What is a "Wrongful Act"?</b><br/>Any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the Assureds in the discharge of their duties, individually or collectively.</p> <p><b>Loss Covered</b><br/>"Loss" shall mean damages, settlements and costs, charges and expenses, provided, however, that loss shall not include punitive or exemplary damages, criminal or civil fines or penalties imposed by law or matters that are uninsurable under the law pursuant to which this policy shall be construed.</p> <p><b>Important Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Personal profit or advantage</li> <li>• Return of remuneration, which should not have been paid</li> <li>• Fraudulent, dishonest, or criminal acts</li> <li>• Claims insured by other valid insurance</li> <li>• Bodily Injury and Property Damage (see National Liability Program)</li> <li>• Wrongful Act or any fact, circumstance or situation where notice has been given prior to Aug. 20, 1994 (the date your</li> </ul> | <p>coverage began) including interrelated Wrongful Acts</p> <ul style="list-style-type: none"> <li>• Claims made by another director or officer unless it is part of and results directly from a claim not otherwise excluded</li> <li>• Claims made by the club against a director or officer</li> <li>• Pollution</li> <li>• Duties not related to club activities</li> <li>• Claims of which the Insured have received notice or of which they otherwise have knowledge prior to Aug. 30, 1994</li> <li>• Claims arising out of Fiduciary Liability (Liability of or pertaining to Directors or Officers acting as a Trustee or Trusteeship, i.e. Wrongful use or mismanagement of a trust fund)</li> <li>• Wrongful dismissal excluded, except to a very limited degree (i.e. If the Courts awarded a dismissed employee severance pay in excess of the amount give by the Corporation, the Insuring Company would not reimburse the Corporation for this difference; however, the policy would likely respond towards defence costs.)</li> </ul> <p><b>Claims Procedure</b><br/>National Headquarters staff is to be immediately advised of any circumstance indicating that an eventual claim may be made against any Director or Officer. Please note that HKMB Insurance Brokers will not accept any claim notification that has not been received by National Headquarters. It is, therefore, imperative that any such circumstance (and all relevant documentation) be communicated without delay to National Headquarters staff, who will then contact HKBM Insurance Brokers on your behalf.</p> <p><b>Information</b><br/>For information relating to the coverages provided, please contact HKMB Insurance Brokers.</p> |
|---|---|

THIS IS NOT A POLICY. THIS IS INTENDED FOR INFORMATION PURPOSES ONLY. ORIGINAL POLICY ON FILE AT NATIONAL HEADQUARTERS.

## 22.3 DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

*\*Article by Gary Julius, National Risk Management Committee member*

Directors and Officers Liability Insurance; do we need it? Absolutely. What is it? It complements and is in addition to the Association's general liability policy and protects our directors and officers for actions brought against them for which they might be found legally liable for damages. But it is not a guarantee.

When one is elected director or officer of his or her club, they take the Charge or Oath of Office, which states, "The office to which you have been elected is one of dignity and importance. In accepting this office, you undertake a responsibility that is not to be assumed lightly nor carelessly discharged". The oath goes on to say, "With the Constitution and By-Laws as your guide you must always be ready to exercise the functions of the office to which you have been entrusted."

There is more, however, to being elected an officer or director within the Association. As an elected official of the Association you have a basic responsibility to represent the members in directing the affairs of your club within the law. The legal responsibility that you assume is not just limited to the Association's Constitution and By-Laws but is also in accordance with many federal and provincial statutes and as interpreted by common law.

As a director or officer you have certain duties to fulfil in representing your members. You must, in discharging your duties, exercise diligence, loyalty and obedience. You must show care in your actions and decisions. What does this mean? Simply put - you have a duty to act reasonably and in the best interests of the club and the members that you represent, you have a duty to place the interests of the club first and to not use your position for benefit or gain, and you have a duty to obey the applicable laws governing the club. The responsibilities and duties placed on you are no different when you serve as a director or officer of a not-for-profit organization than if the organization is for profit.

When you fail to exercise your duties and responsibilities properly you can be sued and you could lose and be held financially responsible.

Many corporations whether they are for profit, or not-for-profit, have by-laws that indemnify their directors and officers in the event that they are sued. The problem is that with many not-for-profit entities they do not necessarily have the financial means to fulfil this obligation. As well the not-for-profit may not have the financial means to rectify the problem. Depending therefore on the situation the directors and officers of the corporation could be financially liable.

An example of this is where the club contracts work to an independent contractor. Subsequently, the Canada Revenue Agency (CRA) determines that the contractor was an employee of the club and the club is assessed for statutory payroll deductions owing, together with interest and penalties. The club cannot pay. CRA could pursue collection against the directors and officers jointly and severally. Jointly and severally means that they could attempt collection from all of the directors or commence action against some or even one director. Another situation where directors and officers are often held personally liable is with respect to unpaid wages of an employee. Of course the potential for liability can be reduced if there has been a degree of care and diligence taken to prevent the wrongdoing.

Further, and this depends on the province in which you are incorporated, provincial legislation prohibits a not-for-profit organization from indemnifying its directors or officers where there has been wrongdoing of a criminal nature or where a director or officer has not exercised a certain standard of care in discharging his or her duties. Depending upon the particular provincial legislation, the standard of care that must be exercised by a director or officer can differ. As an example, if you are the treasurer of the club and you are also a certified accountant; the standard of care that you must exercise in your position will be different than if you did not have a certified accounting designation.

That is why the Association has Directors' and Officers' Liability Insurance (DOLI). DOLI is not a bulletproof vest however. It does not cover you against any and all wrongful acts. If you do something that is dishonest, if you breach a contract including wrongfully dismissing an employee you may not be covered. You also may not be covered if you were aware that your club or a member of your club was breaking a law and chose not to do anything to address the situation or if you failed to notify your insurer of a possible claim. You may also not be covered for a claim made against a director or officer who was acting outside of their role of director or officer.

All of this also applies to officers and directors of the Association at a zone or district level with one important exception. Clubs are incorporated; zones and districts are not. Therefore the degree of diligence and care that a zone or district officer should take is even more important. District and zone officers are still covered under the Association's DOLI but they must also remember that the protection that an incorporated body can offer its directors and officers does not exist at the zone and district level.

So what does all this mean? The Association has DOLI to protect its officers and directors against lawsuits that may occur as a result of incorrect and wrongful actions. However, like any insurance policy there are inclusions and exclusions. As well, statutes differ between provinces so depending upon the province in which you are incorporated; the degree of protection provided might differ. Don't forget that zones and districts are unincorporated bodies so that can also make a difference.

All this stresses the importance, of having a Risk Manager position in your club, zone, and district. Make sure you have the right person for the job. Make sure you know and understand your DOLI. As a director or officer, make sure that you know what is going on in your club and that you are aware of any particular legislation that governs your activities. Ask questions, be prudent, take care, do your homework, and act with due diligence. If you do all of these things you should not have a problem. And most importantly, remember, "You undertake a responsibility that is not to be assumed lightly nor carelessly discharged."

If you wish clarification as to coverage, etc. or have any questions regarding Directors' and Officers' Liability Insurance do not hesitate to contact the Risk Management Coordinator at headquarters.

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**SECTION 23:****CORPORATE STATUS**

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## HELPFUL HINTS TO MAINTAIN YOUR STATUS

Please note that these hints are intended to be for general use and may not be specific to your province. For complete verification contact your local Registries Office.

- Each year you must file an annual return. The annual return is due during your anniversary month, this is the original month you became incorporated. It is suggested that you make note of this month on your club calendar so you do not forget.
- Most Registry Offices will send you a copy of your annual return for your club to make changes to, and then file with them. If your Registry Office has not sent you an annual return at least 2 weeks prior to your club's anniversary month contact them and request one to be sent. It is better to depend on yourself to remember to file your annual return then to depend on the government to remind you.
- Make sure that you have a current address filed with the Registry. If you change your address you must file a Change of Address Form. It is recommended that your club has a permanent address that is specific for the club rather than using a member's address, i.e. president. If not, make sure that the member taking care of your club's Corporate Status (i.e. Risk Manager) has given the correct address to the Registry Office and that it is changed when the contact person changes. If you know the address at the time you file your Annual Return, you can change it on there.
- Keep a copy all your Corporate Documents as they might be necessary if your club ever needs them to file for revival. It is recommended that these documents be kept in a safe & secure location. Keep your copies for at least 10 years.
- Remember to send Kin National copies of the confirmation of filing of your Annual Return. Maintaining Corporate Status is part of our Constitution and By-laws, as well as your Province's Corporate Status Acts. Forward proof-of-filing to National within 6 months of your club's incorporation anniversary date.

**Contact Information**

|  |  |
|--|--|
| <b>Alberta:</b> Corporate Registry<br><i>Phone:</i> (780) 427-2311<br><i>Website:</i> <a href="http://www3.gov.ab.ca/gs/information/clcte/">http://www3.gov.ab.ca/gs/information/clcte/</a>  | <b>British Columbia:</b> Corporate and Personal Property Registries<br><i>Phone:</i> (250) 356-8673<br><i>Website:</i> <a href="http://www.fin.gov.bc.ca/registries">www.fin.gov.bc.ca/registries</a>              |
| <b>Manitoba:</b> Companies Office<br><i>Toll Free in Manitoba:</i> (888) 246-8353<br><i>Website:</i> <a href="http://www.gov.mb.ca/cca/comp_off/index.html">http://www.gov.mb.ca/cca/comp_off/index.html</a>                                   | <b>Newfoundland:</b> Registry of Companies<br><i>Phone:</i> (709) 729-3317<br><i>Website:</i> <a href="http://www.gov.nf.ca/gsl/cca/cr/registry_companies.stm">www.gov.nf.ca/gsl/cca/cr/registry_companies.stm</a> |
| <b>New Brunswick:</b> Service New Brunswick, Corporate Affairs<br><i>Phone:</i> (506) 453-2703<br><i>Website:</i> <a href="http://www.gnb.ca/snb">www.gnb.ca/snb</a>   | <b>Nova Scotia:</b> Registry of Joint Stock Companies<br><i>Phone Toll Free:</i> (800) 225-8227<br><i>Website:</i> <a href="http://www.gov.ns.ca/snsmr/forms/rjsc.stm">www.gov.ns.ca/snsmr/forms/rjsc.stm</a>      |
| <b>Ontario:</b> Companies and Personal Property Security Branch<br><i>Phone:</i> (800) 361-3223<br><i>Website:</i> <a href="http://www.cbs.gov.on.ca/mcbs/english/company_info.htm">http://www.cbs.gov.on.ca/mcbs/english/company_info.htm</a> | <b>Prince Edward Island:</b> Consumer/Corporations and Insurance<br><i>Phone:</i> (902) 368-4550<br><i>Website:</i> <a href="http://www.gov.pe.ca/corporations/home">www.gov.pe.ca/corporations/home</a>           |
| <b>Saskatchewan:</b> Sask. Justice, Corporations Branch<br><i>Phone:</i> (306) 787-2962<br><i>Website:</i> <a href="http://www.saskjustice.gov.sk.ca/Corporations/default.htm">http://www.saskjustice.gov.sk.ca/Corporations/default.htm</a>   | <b>Quebec:</b> L'Inspecteur général des institutions financières<br>Répondant Provincial/Pour tout le Québec<br>800, place D'Youville, rez-de-chaussée<br>QUÉBEC (Québec) G1R 4Y5                                  |



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## **SECTION 24:       PROPERTY OWNED BY KIN**

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- If your club owns any property, i.e. a pool, building, park, it is vital that you get liability insurance on that property with a \$2,000,000 limit. You must have Kin Canada listed as an additional insured.
- If your Club rents or leases property from a third party, request to be listed as an additional insured on their liability insurance i.e. if you lease a room in a municipal building, see if you can be named as additional insured on their policy. You may also want to look into purchasing insurance on any property you keep in rented or leased premises.
- If you are helping another organization with a project, you should ensure that they have insurance (request a certificate) with your club listed as an additional insured.
- Please provide National with copies of any certificates of insurance that are issued and a copy of your purchase, lease or rental agreement.

**Reminder: The Kin Canada National policy does not cover property. Property can be land, buildings or even objects.**

*\* Other useful documentation on our insurance coverage includes:  
-Risk Management Module # 7 found in section 16 of this guide.  
-Please see checklists #2, 3, 4, 7, 8 found in section 19 of this guide.*

If you are unsure about any coverage contact Mélanie Nieson at KIN National, or Madonna Law at our brokers.

## 24.1 LEASED/RENTED PREMISES

*\*Article by Cindy Colby –Former Risk Management Committee member*

The National Insurance Liability Policy is designed to protect you and your Club in the event of lawsuits resulting from Bodily Injury and Property Damage to parties (excluding members or volunteers of the Club) arising out of your negligence.

However, did you know that there is no coverage for your legal responsibilities associated with premises you rent or lease unless the location(s) you are renting/leasing are specifically listed on a Liability Policy you purchase?

The most common types of claims that occur are “slip and fall incidents” on premises that the Kin Clubs occupy or control. If your club is signing a rental, lease, or use agreement/permit with a landlord, city, or municipality, ensure the language of the agreement/permit is reviewed by your lawyer and/or the National Risk Management Committee to make certain your club is protected from not assuming undo responsibilities such as the condition of the property prior to your Club’s activities on those premises. A rental agreement should establish, in clear terms, the duties and responsibilities of the owner/landlord and the Club. Don’t sign a permit or agreement until you have read and understand what it means for you. This is a legally binding document and should not be taken lightly.

A lease agreement is different from a rental agreement in terms of the period of occupancy. Written rental agreements provide for a tenancy for a short period and are automatically renewed at the end of this period unless the tenant or landlord ends it by giving written notice. A written lease gives the tenant the right to occupy a rental unit for a set term as long as the tenant pays the rent and complies with all lease provisions. Unlike a rental agreement, when a lease expires it does not usually automatically renew itself.

If your Club leases a building you may have options on what you buy for insurance depending on what it stipulates in your lease. Clubs that have leases might have different types of leases. The first type might transfer the responsibility of insuring the building/premises, contents and liability onto the Kin Clubs making the Clubs primarily responsible for liability and or property loss.

The second type might make the Kin Clubs responsible for insuring their own contents as well as the liability but not the building. In both cases the Clubs would be required to purchase Property and General Liability insurance, with a minimum of \$2 million per incident. Please note you also need to have the Association named as an Additional Insured on your Policy to ensure the Association is protected with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule on the Policy. It is important to note that a large amount of money need not change hands between the two parties. Some Clubs lease or rent their premises for as little as \$1 from the city or another organization.

It is important to recognize the Club’s legal responsibilities within a very litigious and complex society. As such, it is crucial to identify the risks and exposures your Club faces during the course of its activities within the community. The best way to minimize legal and financial risks inherent with the Club’s contact with the public is to consult with your local legal representative or insurance professional to ensure the Kin Clubs (locally & nationally) are protected effectively from financial harm.

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**SECTION 25:****GLOSSARY OF TERMS**

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The terminology used in the legal, insurance, and risk management fields can be very technical. Several of these terms have been defined and are listed in this section of the Manual for ease of reference.

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|----------------------------|---|
| <b>Avoidance</b>           | The act of responding to an identified risk by agreeing not to conduct the project  |
| <b>Broker</b>              | An individual or company engaged to search the insurance market to find acceptable insurance coverage at a reasonable price. The broker does not actually “buy” or “sell” the insurance – he merely facilitates the transaction between the purchaser and the provider. Kin’s broker is HKMB Insurance Brokers, which is referred to throughout this document as “the insurers” |
| <b>Contract</b>            | A formal agreement to transact business between two parties, conveyed into legal form   |
| <b>Frequency</b>           | The number of times an event occurs, or is estimated to occur   |
| <b>Liability</b>           | The state of being criminally or civilly liable for the actions of yourself, your club or its members   |
| <b>Negligence</b>          | A tort which deals with the concepts of duty of care, preventability, and foresee ability of an incident  |
| <b>Reduction</b>           | 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)   |
| <b>Retention</b>           | A sum built into a project budget to cover contingent items   |
| <b>Risk assessment</b>     | A detailed process of analysing 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”)   |
| <b>Risk control</b>        | The process of putting controls in place on a project to lessen the risk of an incident occurring   |
| <b>Risk financing</b>      | The act of financing a potential loss through the project, either by building a contingency into the budget or buying additional insurance  |
| <b>Risk identification</b> | 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 to reduce it in a reasonable manner wherever it is identified

**Statute**

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

**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.

**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, e.g., by buying insurance

**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