

KIN CANADA



RISK MANAGEMENT POLICY MANUAL

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KIN CANADA

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Risk Management Policy Manual

I. General Introduction

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 a playground, 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.

What is Risk Management, and why now?

This manual deals with the concept of risk, and how to identify and manage it while conducting fundraising or service projects or going about our day-to-day business as members of Kin Canada. The first step, however, is to understand the concept of *risk management*, its importance to present and future endeavours in Kin, and what we stand to gain from a well-developed and well-implemented risk management program.

Former Kinsmen Mark J. Hiltz, in his book *Project Management Handbook Of Checklists, Volume 2 (1994)* offers the following definitions of Risk Management:

Risk Management is:

- (1) The art and science of identifying, analysing and responding to risk factors throughout the life of a project and in the best interests of its objectives;
- (2) The preparation for possible events in advance, rather than responding as they happen;
- (3) The formal process whereby risk factors are systematically identified, assessed, and provided for.

Risk has to do with uncertainty, probability or unpredictability and contingency planning. In simple terms, we need to not only be more careful in how we do business, but also be seen to be exercising *due diligence* and maintaining a *reasonable standard of care*.

This manual has been prepared with the intent that it will assist each member, at every level of the Association, to adopt a way of thinking that will increase awareness of risk factors. In so doing, we should be able to minimize the risk inherent in our activities. A second intent of this manual is to set some optimum standards of risk management that can be exercised consistently across the country.

There are many results that the Association hopes to derive from the successful implementation of a risk management program. The factors that would indicate that the program is a success are:

- (1) Association members and staff will act reasonably and diligently, upholding their legal duties and obligations and protecting the rights and well being of others.
- (2) Potential accidental losses will be either eliminated or avoided and detrimental effects of accidents that do occur will be minimized. In addition, these risk management techniques would serve as a deterrent from frivolous claims and act as a tool in defence against any legitimate claims.
- (3) Demonstrating effective risk management policies and procedures could help the Association to secure the most cost-effective general insurance program available in the marketplace.

Sounds like a plan – Where do we start?

First, the following fundamental principles need to be established. These principles are straightforward, self-explanatory and should be acceptable to everyone.

Risk management is:

- (1) Everyone's responsibility;
- (2) An investment in the future success of the Association; and
- (3) No longer an option – it is a necessity for today and the future.

Second, it is important to understand that this manual is neither the be-all and end-all of what members of the Association should do to reduce risk in their operations, nor is it an attempt to regulate the activities of clubs and their members. Different communities in different parts of Canada have different ways of doing business. What works in Whitehorse, Yukon, may not work in Wetaskiwin, Alberta but may work in Walkerton, Ontario. Rather, this manual is a series of guidelines aimed at ensuring that all members of the Association use risk management as an essential part of their ongoing operations and activities.

The manual is divided into several sections, each dealing with a specific aspect of risk management. First, a general discussion about risk management, including defining how the risk management process is developed and administered, is presented. Then, a discussion about the legal framework around risk, including tort law, with particular attention to the principles of negligence and vicarious liability, is included. Third, the key categories of risk exposure, presenting some checklists of the main things to look out for to administer a successful project or series of operations while optimizing exposure to risk, are discussed. The final section in the manual is a glossary of frequently used terms. Insurance and risk management have their own language, and it is essential that members gain an understanding of the terms used in developing a risk management policy. Appendices illustrating a variety of insurance policies, waivers and other relevant forms are included at the back of the manual.

It should be remembered at all times that this manual is a “living” document, which will be evolving and changing as more types of projects are taken on, and more risk issues are encountered. You are encouraged to contact the Association's headquarters if you feel any information should be added to the manual, or you need clarification about some information contained in this manual. It is, after all, your document for your use. It only makes sense to make it as easy to use and implement as possible so that everyone in the Association can do the best job possible in minimizing risk in our operations.

A note about this manual: emphasis has been added to important terms by italicising them in the text. These terms are either explained further in the discussion or included in the glossary of terms found at the back of the manual.

II. Introduction to Risk Management

Each individual and every organization is exposed to the risk of loss in everything that they do. Accidental loss is a fact of life. Risk management is a mindset that can be applied to all of your daily activities and operations. It involves being aware of the risks that you face and taking measures to avoid or minimize the chance of loss.

The process of risk management can be defined as minimizing the detrimental effects of accidental loss through the process of:

- (1) *Risk identification*;
- (2) *Measuring the impact* that a risk will have on the well-being of an individual or organization; and
- (3) Developing and administering the appropriate risk management *control* and *financing* techniques.

(1) Risk Identification

Identifying risk is probably the most important step in the risk management process. Simply put, risks that have not been identified cannot be managed. In this stage of the process, all of the eventualities are examined – with the view to determining what could possibly go wrong.

The types of risk that an organization or person can be exposed to include:

- (1) Property loss (fires or other damages to real property, car accidents, theft of valuables and so on);
- (2) Liability loss (an organization or individual is held liable for an act *or failure to act* in a given situation);
- (3) Personnel loss (death or injury to participants or spectators); and
- (4) Net income loss (a project fails to make a profit, or incurs a significant loss).

Of the above risks, liability losses are generally the most frustrating, as they are very unpredictable with respect to determining the *frequency* and *severity* of a potential loss.

(2) Measuring the Impact of Risk

After the risks you or your club could be exposed to have been identified, the next step involves evaluating those risks to determine the significance or impact that they will have on the project or operations in which you are involved. This stage, called *risk assessment*, is nothing more or less than weighing the potential cost (both in hard dollars and in liability exposures) of the project or activity being planned against the potential benefit that may be derived from it.

It is during this analysis that the frequency and severity that each risk poses needs to be determined. Frequency is defined as the number of times that a loss or type of loss occurs in a given time period. Severity is the magnitude of the loss, such as the amount of money lost, amount of damage, severity of injury, or even loss of life.

(3) Risk Control & Risk Financing

Following the risk evaluation and analysis, various 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:

- (1) *Retention*; and
- (2) *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.

III. Applicable Legislation

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.

In this section, the 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.

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 are either cheap or free. 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.

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 – 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.

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.

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.

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.

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.

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>.

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.

IV. Key Liability Exposures

The following list represents the key liability exposures that the Kinsmen and Kinette Clubs of Canada face. 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

The next section of this manual discusses each of these risk categories in turn, presenting the key risks of each, the impact of these risks, and outlining any control and/or financing techniques available and appropriate.

V. Risk Management Policies & Procedures

During the development of the corresponding policy and procedure guidelines for each of the key exposures and other important topics, the Task Force 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 on the next few pages 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 the following 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.

The following 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.

Risk Control Tasks to be Completed: Liquor Functions	Yes	No	N/A
Prior to the Event:			
<ul style="list-style-type: none"> ▪ A provincial liquor licence must be obtained prior to any event and displayed on the premises; 			
<ul style="list-style-type: none"> ▪ Consult your local Municipal Alcohol Policy to ensure that you comply with all by-laws in place relating to Alcohol service. 			
<ul style="list-style-type: none"> ▪ Check all tables and chairs within the facility and remove any unsafe or defective items; 			
<ul style="list-style-type: none"> ▪ Ensure that all entrances are free of any obstructions; 			
<ul style="list-style-type: none"> ▪ If the event is held in the winter, arrange for all entrances and sidewalks be cleared and salted and post signs indoors “Floor Slippery When Wet”. Ensure that all water areas are kept as dry as possible by mopping up any wet area; 			
<ul style="list-style-type: none"> ▪ If the bar is to be maintained by Kin, it is recommended that all servers have taken and passed the SmartServe program – previously known as the Server Intervention Program (S.I.P.) – or a similar provincially qualified program; 			
<ul style="list-style-type: none"> ▪ If the bar is to be maintained by someone other than individuals in Kin, those individuals should be qualified as above; 			
<ul style="list-style-type: none"> ▪ Should the event be held in an outdoor area, appropriate fencing must be used to section off the area; 			
<ul style="list-style-type: none"> ▪ Post a sign indicating that management reserves the right to deny entry to intoxicated and/or underage persons. 			
During the Event:			
<ul style="list-style-type: none"> ▪ Assign someone who is SmartServe trained to remain at the door to check age identification and fraudulent ID 			
<ul style="list-style-type: none"> ▪ Assign volunteers to work floor security; checking people at tables to ensure minors are not being served by their friends and to monitor those individuals (for intoxication) who are served beverages by friends vs. going to the bar to get their drinks 			
<ul style="list-style-type: none"> ▪ Should any patron appear to be younger than the legal drinking age for the relevant province, acceptable photo identification or Age of Majority card <i>must</i> be requested; 			
<ul style="list-style-type: none"> ▪ 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); 			
<ul style="list-style-type: none"> ▪ Count the number of guest on premises to prevent overcrowding and exceeding the legal capacity. 			
<ul style="list-style-type: none"> ▪ Ensure guests enter and exit from one entrance location only. 			
<ul style="list-style-type: none"> ▪ Should you have to bar someone from your events, send them a notice in writing. 			
<ul style="list-style-type: none"> ▪ 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); 			
<ul style="list-style-type: none"> ▪ Make public announcements that the above services are available at frequent intervals during the event; 			

Risk Control Tasks to be Completed: Liquor Functions – Con’t	Yes	No	N/A
▪ Should any patron appear intoxicated, advise the bar staff and quietly advise the patron that he/she will no longer be served alcohol;			
▪ Should any patron become abusive, contact the local law enforcement agency – do not attempt to interfere in any potentially violent situation;			
▪ Should any liquid spill on the floor, mop up the liquid immediately to prevent anyone from slipping or falling;			
▪ Provide a range of food			
▪ Should any food fall on the floor, clean up the area immediately to prevent anyone from slipping or falling;			
▪ Should anyone be acting in an unsafe manner, whether intoxicated or not, advise the individual to refrain or otherwise leave the premises;			
▪ Offer non-alcoholic beverages at a reasonable price and serve in containers easily distinguishable from alcoholic beverages			
▪ Provide for an adequate guest to staff (volunteer) ratio			
After the Event:			
▪ Identify any damaged equipment and prepare an Incident Report			

Risk Control Tasks to be Completed: Facility Management	Yes	No	N/A
General:			
Arrange for Annual inspections by qualified individuals or companies to ensure the facility or property is in safe condition			
Carry out regular maintenance to all major and minor components			
If the facility is a park or building, ensure that grounds, access, and vegetation are properly maintained			
Ensure that all current fire codes are met and that all alarms and fire protection equipment are serviced and serviceable			
Ensure that kitchen and bathroom facilities are clean and sanitary and that equipment is safe			
When Holding an Event: Prior to			
Sign an agreement with the owners of the facility where the contract outlines the responsibilities of both parties			
Obtain appropriate licenses for the event being run			
Ensure all entrances and exits are free of obstructions			
Post signs indoors "Floor Slippery when Wet" if it has been raining outside			
Check all tables and chairs and other loose furnishings within the facility and remove any unsafe or defective items			
During the Event:			
Ensure all fire exits are clearly marked and unobstructed			
Ensure all electrical wires or devices do not obstruct patrons			
If the event is held in the winter, ensure all entrances and sidewalks are cleared and salted and post signs indoors "floor slippery when wet". Ensure that all water areas are kept as dry as possible by mopping up the wet area			
Should any drink spill on the floor, mop up the liquid immediately to prevent anyone from slipping or falling			
Should any food fall on the floor, clean up the area immediately to prevent anyone from slipping or falling			
Should anyone be acting in an unsafe manner, advise the individual to refrain or other wise leave the premises			
Should the event be held outdoors, ensure the public maintains a safe distance from any potentially dangerous equipment, natural features or obstacles and post signs to identify potential danger			
After the Event:			
When the event is over check all tables, chairs and equipment to ensure that all is returned in good repair. Identify any equipment that was damaged and complete an incident reporting form			
Financial Controls			
Contact insurers as far ahead of time as possible with a calendar of upcoming events involving the facility			
If Club owns the facility they must purchase Liability Insurance, minimum of \$2,000,000 coverage, with the Kinsmen & Kinette Clubs of Canada named as Additional Insured's			
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			

Risk Control Tasks to be Completed: Playground Management	Yes	No	N/A
Involved in Construction or Playground Operation			
Ensure that the playground meets the safety codes in place at the time it was constructed			
Consider conducting frequent upgrades to ensure that the most recent codes are met (safety and standards governed by CSA)			
Arrange for annual inspections by qualified individuals or companies to ensure that the playground is in safe condition			
Carry out regular maintenance to all major and minor components			
Ensure that the grounds, access and vegetation are properly maintained, are clean and sanitary and that the entire play space is safe			
Contributed to the Financial or Human Resources in the past to playground			
Work with the Municipality or body that operates the playground to ensure that the body carries out the safety checks as noted above			
Ensure that an effective risk transfer agreement is in place, holding the club harmless from any potential liability emanating from the use of the play space.			
Consult legal counsel to ensure that such an agreement is in place			
Financial Controls			
Contact insurers to ensure that the facility is registered with your Club files, whether owned and operated by the Club or another party			
Club must purchase Liability Insurance on the playground if they own it. The Kinsmen & Kinette Clubs of Canada must be named as Additional Insured's			
If your Club owns or operates the play space, 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 period of time			

Risk Control Tasks to be Completed: Swimming Pools	Yes	No	N/A
Involved in Construction or Operation of Pool or Water Park			
Ensure that the swimming pool or water park meets all local construction codes that were place at the time it was constructed			
Consider conducting frequent upgrades to ensure that the most recent codes are met			
Arrange for annual inspections by qualified individuals or companies to ensure that the swimming poll or water park is in safe condition			
Carry out regular maintenance to all major and minor components			
Ensure that the grounds, access and vegetation are properly maintained, are clean, sanitary and that the entire facility is safe			
Minimum Standards for the Operation of Swimming Pools			
All swimming pools are to be completely fenced. Check with local bylaw officer for the appropriate height and other requirements not listed			
. All fenced in swimming pools are to have a gate that locks securely			
Clearly mark the depth of the pool. Markings indicating safe jumping and diving areas are advisable			
Keep safety equipment nearby including reaching and throwing aids. Keep at least one pole long enough to reach half way across the pool			
Lock chemical supplies in secure area			
Lighting fixtures in or around the pool should be insulated with non conducting material			
Ensure that adequate supervision and qualified lifeguards are on duty at all events in which third parties are involved			
Appropriate rules of conduct, behaviours, health and safety should be established and posted			
Post signs identifying times of operation of the pool			
If your Club has contributed Financial or Human Resources in the past to a swimming pool or water park			
Work with the Municipality or body that operates the facility to ensure that the body carries out the safety checks as noted			
Ensure that an effective risk transfer agreement is in place holding the club harmless from any potential liability emanating form the use of the facility			
Finance Controls			
Contact insurers to ensure that the facility is registered in your Club's files whether owned and operated by the Club or by another party			
The Club must purchase at least \$ 2,000,000 Liability coverage with Kinsmen & Kinette Clubs of Canada named as Additional Insured.			
If your Club owns or operates the facility, ensure that a facility management reserve fund is established to ensure that the cost of periodic maintenance and component replacement is dealt with over a manageable time frame			

Risk Control Tasks to be Completed: Bingos and Casinos	Yes	No	N/A
General:			
Carry out regular maintenance and inspections of facility in accordance with Liability Checklist No. 2.			
The following policy should be a checklist in relation to any event in which a gaming manager is engaged:			
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);			
Sign a lease agreement with the owners of the facility where the contract outlines the responsibilities of both parties;			
Obtain appropriate licences for the event being run;			
Check all tables and chairs and other loose furnishings within the facility and remove any unsafe or defective items			
Ensure all entrances and exits are free of any obstructions;			
Post signs indoors “Floor Slippery When Wet” should the weather outside be rainy;			
Ensure Fire Exits are clearly identified;			
Ensure all electrical wires or devices do not obstruct patrons; If the event is held in winter, ensure all entrances and sidewalks are cleared and salted and post signs indoors “Floor Slippery When Wet”. Ensure that all water areas are kept as dry as possible by mopping up any wet area;			
Should any drink spill on the floor, mop up the liquid immediately to prevent anyone from slipping or falling;			
Should any food fall on the floor, clean up the area immediately to prevent anyone from slipping or falling;			
Should anyone be acting in an unsafe manner, advise the individual to refrain or otherwise leave the premises;			
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.			
Finance Controls			
Contact insurers <u>at least four weeks prior to the event</u> to ensure that the event is registered in your club’s file;			
Consider purchasing “no-loss” insurance for each event if the club is not part of a pooled winning arrangement with other organizations;			
Additional liability insurance riders may be purchased locally if deemed necessary;			
If your Club owns or operates the facility, ensure that a facility management reserve fund is established to ensure that the cost of periodic maintenance and component replacement is dealt with over a manageable time frame			

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

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 OF FIREWORKS

Amusement Parks (Operation of Mechanical Amusement Devices)

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

Risk Control Tasks to be Completed: Facility and Equipment Rentals	Yes	No	N/A
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Prior to the Rental:			
All facility or equipment rentals should be formalized by a written rental permit (this does not necessarily have to be a complex legal document – it must simply outline the basic elements of the agreement);			
Ensure that the facility and/or equipment meets local safety codes and Public Health standards;			
Consider conducting frequent upgrades to ensure that the most recent codes are met;			
Arrange for annual inspections by qualified individuals or companies to ensure that the facility/equipment is in safe condition;			
Carry out regular maintenance to all major and minor components;			
Ensure that grounds, access and vegetation are properly maintained, are clean and sanitary and that the entire facility/equipment is safe;			
Work with the municipality or body that operates the facility to ensure that the body carries out the safety checks noted above;			
Ensure that an effective risk transfer agreement is in place, holding the club harmless from any potential liability emanating from the use of the facility/equipment. Consult qualified legal counsel to ensure that such an agreement is in place;			
Ensure that the renter provides proof of insurance of the facility or equipment, adding your club as an additional insured.			
Finance Controls			
Contact insurers to ensure that the facility is registered in your Club's files whether owned and operated by the Club or by another party			
The Club must purchase at least \$ 2,000,000 Liability coverage with Kinsmen & Kinette Clubs of Canada named as Additional Insured's for the facility or equipment they own.			
If your Club owns or operates the facility, ensure that a facility management reserve fund is established to ensure that the cost of periodic maintenance and component replacement is dealt with over a manageable time frame			

Risk Control Tasks to be Completed: Lease Agreements	Yes	No	N/A
Prior to the Rental:			
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);			
Work with the party that operates the facility to ensure that the party carries out the requisite safety checks;			
Ensure that an effective risk transfer agreement is in place, holding the club harmless from any potential liability emanating from the use of the facility. Consult qualified legal counsel to ensure that such an agreement is in place.			
Finance Controls			
Contact insurers to ensure that the lease agreement is registered in your club's files;			
Additional liability insurance riders may be purchased locally if deemed necessary			

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

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

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

Risk Control Tasks to be Completed: Lotteries/Raffles/Skill Contests	Yes	No	N/A
Risk Control:			
Ensure that a gaming licence is in place as dictated by the gaming authority in your club's jurisdiction;			
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;			
Ensure that all aspects of the lottery or raffle are conducted in full accordance with the requirements of the licence and the particular rules of the lottery or raffle;			
Where your club engages in a skills contest, engage the services of an insurance underwriter to underwrite the contest. The services should be itemized in a formal contract, specifying the rights and obligations of each party;			
If there are specific requirements determined by the underwriter for a skills contest, ensure that the requirements are followed to the letter and that the underwriter is satisfied with your club's efforts to meet these requirements prior to the contest getting underway;			
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.			
Finance Controls			
Contact insurers <u>at least four weeks prior to the event</u> to ensure that the event is registered in your club's files;			
Additional liability insurance riders may be purchased locally if deemed necessary;			

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

Risk Control Tasks to be Completed: Club Operations	Yes	No	N/A
Risk Control:			
Follow the basic operational requirements of the Club Presidents' Manual (copy available from Kin Sales or downloadable from the Association's web site);			
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.			
Finance Controls			
Contact insurers 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.			
Additional liability insurance riders may be purchased locally if deemed necessary;			
If your club owns or operates property of any kind, 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.			

Risk Control Tasks to be Completed: Children's Programs	Yes	No	N/A
Risk Control:			
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 prior to the event or program in order that the parent is aware of all the activities being undertaken;			
Ensure that all program co-ordinators, supervisors and club members directly involved in the program have been subjected to a thorough background check to determine whether any criminal or civil charges have been laid against the individuals;			
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.			
Finance Controls			
Contact insurers <u>at least four weeks prior to the commencement of the program</u> to ensure that the program is registered in your club's files;			
Additional liability insurance riders may be purchased locally if deemed necessary.			

FOOD HANDLING CHECKLIST:

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
Prior to the Event:		
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).		
Getting and Storing the Food:		
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, broken packaging, etc.)		
In The Kitchen:		
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.		
Preparing the Food:		
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.		
Make sure cold foods are kept at temperatures below 4° C.		
Keep the food covered.		

Cook the food at the proper temperature.		
Staff:		
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.		

FOOD HANDLING CHECKLIST...continued...

A HANDY GUIDE TO PROPER INTERNAL COOKING TEMPERATURES:

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

FOOD HANDLING CHECKLIST...continued...**A HANDY GUIDE TO THE PROPER STORAGE OF FOODS:**

Storage Chart for Refrigerators and Freezers

	Refrigerator 4°C	Freezer -18°C
FRESH MEAT:		
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
FRESH POULTRY:		
Chicken, Turkey - whole	2-3 days	1 year
Chicken, Turkey - pieces	2-3 days	6 months
FRESH FISH:		
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
HAM:		
Cooked Ham	3-4 days	6-9 months
Canned Ham	3-4 days	Do not freeze
BACON & SAUSAGE:		
Bacon	1 week	1 month
Sausage, raw	1-2 days	1-2 months
Pre-cooked	1 week	1-2 months
LEFTOVERS:		
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
HOT DOGS AND LUNCH MEATS:		
Hot Dogs	2 weeks	1-2 months
Opened	1 week	
Lunch Meats	2 weeks	1-2 months
Opened	3-5 days	1-2 months
DELI FOODS:		
Deli Meats	3-4 days	2-3 months
Store-prepared or Home-made Salads	3-5 days	Do no freeze
TV DINNERS/CASSEROLES:		
Keep frozen until ready to serve		3-4 months

EGGS:		
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
DAIRY PRODUCTS:		
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
VEGETABLES:		
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.

VI. Miscellaneous

Documentation & Record Keeping

- 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
- 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.

Incident Reporting & Claims Handling

- 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:
 1. Contact National Headquarters at 1-800-742-5546 ext. 211 to report the incident.
 2. Complete in full and submit a standard Incident Report Form (see Appendix "C" of this manual). 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.
 3. 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.

Insurance Administration

- Policies and procedures regarding material changes that may affect your existing national master policies, as well as coverage clarification for certain events, may change from time to time without prior notice. The insurer will do everything in its power to ensure that the information available regarding these areas is communicated quickly and effectively through National Headquarters. The insurer will work closely with the Standing Committee on Risk Management to ensure that this communication is seamless. In any event, the master policy document will be renewed on an annual basis to reflect and communicate any new conditions prevailing at the time of policy renewal.
- Requests for certificates of insurance should be directed to Louise Malchelosse at the insurers.

- Any other questions relating to whether your proposed project is in fact covered by the national policy, or whether the project in fact requires additional insurance of some kind, should be directed to Rosa Vani at the insurers.

(4). Education and Training

- It is important for all members and clubs to be educated and trained with respect to the realities of risk management
- The Standing Committee on Risk Management will be working closely with the PLD Standing Committee to develop a training program that can be delivered at the annual District Leadership Seminars. The program will be made comprehensive and transferable enough that it can be brought back by District Executives and Councils and delivered at every club within the association. Like everything else you have read so far, this part of the package is mandatory. It does not serve any member or club well to not know their duties, rights and responsibilities with regard to this subject.

VII. Glossary of Terms

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.

Avoidance	The act of responding to an identified risk by agreeing not to conduct the project
Broker	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 Morris & Mackenzie of Montreal, which is referred to throughout this document as “the insurers”
Contract	A formal agreement to transact business between two parties, conveyed into legal form
Frequency	The number of times an event occurs, or is estimated to occur
Liability	The state of being criminally or civilly liable for the actions of yourself, your club or its members
Negligence	A tort which deals with the concepts of duty of care, preventability, and foresee ability of an incident
Reduction	The act of reducing the club or individual’s risk by taking steps to either control the potential risk or to finance it (or both)
Retention	A sum built into a project budget to cover contingent items
Risk assessment	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”)
Risk control	The process of putting controls in place on a project to lessen the risk of an incident occurring
Rick financing	The act of financing a potential loss through the project, either by building a contingency into the budget or buying additional insurance
Risk identification	A detailed process of examining the potential for risk in a project activity
Risk management	An organized system of processes and procedures designed to identify risk and 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

Appendix “A”

National Comprehensive Liability Insurance (2 pages)



Kin Canada
National Comprehensive Liability Insurance 02/05

SPECIAL NOTICE

For more information, contact:

Madonna Law

Phone: (800) 387-2628

Phone: (416) 218-1299

Fax: (416) 221-4905

E-mail: mlaw@morrismackenzie.ca

Richard Boutin

Phone: (800) 387-2628

Phone: (416) 218-1220

Fax: (416) 221-4905

Email: rboutin@morrismackenzie.ca

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 Morris & Mackenzie Inc.)
- 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 Morris & Mackenzie Inc. 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 02/05

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 coverages, 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

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.

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 Morris & Mackenzie Inc.

8) Foundations

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

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.

Appendix “B”

National Director’s and Officer’s Insurance (1 page)



**Kin Canada
National Director's & Officer's Insurance 02/05**

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 policy year including defence costs.

<p>Who is insured? 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. 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>What is insured? Legal Liability for claims made during the policy period for Wrongful Acts.</p> <p>What is a "Wrongful Act"? 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>Loss Covered</p>	<p>coverage began) including interrelated Wrongful Acts</p> <ul style="list-style-type: none"> • Claims made by another director or officer unless it is part of and results directly from a claim not otherwise excluded • Claims made by the club against a director or officer Pollution • Duties not related to club activities • Claims of which the Insured have received notice or of which they otherwise have knowledge prior to Aug. 30, 1994 • 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) • 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.) <p>Claims Procedure National Headquarters staff is to be immediately</p>
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<p>"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>Important Exclusions:</p> <ul style="list-style-type: none">• Personal profit or advantage• Return of remuneration, which should not have been paid• Fraudulent, dishonest, or criminal acts• Claims insured by other valid insurance• Bodily Injury and Property Damage (see National Liability Program)• Wrongful Act or any fact, circumstance or situation where notice has been given prior to Aug. 20, 1994 (the date your	<p>advised of any circumstance indicating that an eventual claim may be made against any Director or Officer. Please note that Morris & Mackenzie Inc. 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 Morris & Mackenzie Inc. on your behalf.</p> <p>Information</p> <p>For information relating to the coverages provided, please contact Morris & Mackenzie.</p>
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THIS IS NOT A POLICY. THIS IS INTENDED FOR INFORMATION PURPOSES ONLY. ORIGINAL POLICY ON FILE AT NATIONAL HEADQUARTERS.

Appendix “C”

Incident Report Form (2 pages)



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

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

INCIDENT REPORT FORM – Con't – Page 2

ACCIDENT OR INJURY Yes <input type="checkbox"/> No <input type="checkbox"/> IF YES, PLEASE COMPLETE		
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:		
WAS ALCOHOL INVOLVED? Yes <input type="checkbox"/> No <input type="checkbox"/> IF YES, PLEASE COMPLETE		
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:		
TRANSPORTATION		
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. _____		
WITNESSES		
Last Name:		First Name:
Street Address:		City:
Postal Code:		Phone: () _____
Last Name:		First Name:
Street Address:		City:
Postal Code:		Phone: () _____
Other Comments or Remarks:		
Signature		
_____	_____	_____
Print Name	Signature of Person Completing Form	Position/Title

IF ADDITIONAL SPACE REQUIRED USE BLANK SHEETS AND ATTACH TO REPORT.

Appendix “D”

Asset Transfer Waiver (1 page)

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 _____

Appendix “E”

Event Waiver of Liability (1 page)

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 Kin 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 Organization)

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 Individual*
(Please print: _____)

(If Guardian, please print name: _____)

*If individual not of the age of majority, then guardian to sign as well.

(Status of Guardian i.e. _____
Parent/court appointed/etc.)

Appendix “F”

**Waiver of Liability for Use of Facilities or Equipment (1
page)**

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 Kin 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 Organization)

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 Individual*
(Please print: _____)

(If Guardian, please print name: _____)

*If individual not of the age of majority, then guardian to sign as well.

(Status of Guardian i.e. _____
Parent/court appointed/etc.)

Appendix “G”

**Organizational Hold-Harmless and Indemnity Agreement
(1 page)**

ORGANIZATIONAL HOLD-HARMLESS AND INDEMNITY AGREEMENT

_____ shall indemnify, hold free and harmless, and assume liability for,
(Organization)
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 _____, 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 described below belonging
to the _____ Club of _____ 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) _____

Authorization By: _____

A member of the Organization who
has authority to sign this document

Date: _____