

Rotary International

U.S. Rotary Club and District

Liability Insurance Program

Loss Prevention Strategies

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

TABLE OF CONTENTS

<u>Aircraft at Events</u>	Page 2
<u>Serving Liquor at Events</u>	Page 3
<u>Athletic Events and Activities</u>	Page 4
<u>Autos</u>	Page 6
<u>Construction Projects</u> (including the maintenance of Parks and Playgrounds)	Page 8
<u>Contract Best Practices</u>	Page 11
<u>Copyright Infringement & Privacy</u>	Page 14
<u>Fireworks</u>	Page 15
<u>Food Handling and Serving</u>	Page 16
<u>Golf Carts</u>	Page 18
<u>Inflatables, Amusement Rides and Commercial Tents & Canopies</u>	Page 20
<u>Rotary’s Visual Identity</u>	Page 23
<u>Slip, Trip & Fall Prevention at Outdoor Events</u>	Page 24
<u>Sport Shooting Events</u>	Page 25
<u>Waivers and Releases</u>	Page 27
<u>Watercraft and Water Activities</u>	Page 30
<u>Youth Activities</u>	

U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

EVENTS WITH AIRCRAFT ACTIVITIES

UNDERSTANDING THE INSURANCE COVERAGE

The Program **does not** provide coverage for:

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

Aircraft is defined as any aircraft, including, but not limited to, spacecraft, satellite, drone, missile or hot air balloon.

Coverage under the Program still exists for non-aircraft related claims. Subject to policy terms and conditions, the Program covers claims for trip and falls such as a claim for injuries sustained from a trip and fall while walking to a hot air balloon (the claim involves a premises exposure and not an aircraft exposure). See Total Aircraft Exclusion Endorsement in the policy posted on Gallagher's website

Note: Clubs or districts involved in events with aircraft activities should seek advice from an insurance professional on how to properly protect your club/district from claims and lawsuits that may arise from those activities, such as:

- Purchasing a general liability/special event/aviation liability policy with limits of a minimum of **\$5M per occurrence** or what the city/municipality is requiring from your club or district, whichever is greater; and
- Require limits of **\$5M per occurrence** from the owner/operator of the aircraft or what the city/municipality is requiring of your club, whichever is greater.

If your club or district owns aircraft, separate insurance coverage must be purchased.

LOSS PREVENTION STRATEGIES

Please consider the following:

- Have a **written contract** with all aircraft owner/operators and other vendors involved with the event. Such contract should include indemnification of your club/district and liability insurance requirements including naming your Rotary club/district and the premises owner as an additional insured on their insurance policy. An attorney should review all contracts. Aircraft owner/operators and other vendors should be required to provide a certificate of insurance to you evidencing the required coverage.
- Your club should request that the vendor's coverage be "primary" because that designates the aircraft's liability policy is responsible for responding to a claim before another entity's policy would respond. Noncontributory stops the aircraft's insurer from seeking contribution from your club's policy.
- When your Rotary club is **required to provide additional insured** status to another party, such as the facility where the event is being held, "flow down" that same requirement to the aircraft owner/operators and your club's vendors (or any other party hired by your club) - the vendor would be required to name the facility as an additional insured on their general liability policy on a primary and non-contributory basis (as well as your Rotary club's policy).
- All aircraft passengers should sign a waiver releasing the Rotary club/district, any other event organizers, and the property owners of any liability. See **Loss Prevention – Waivers and Release** for further information.



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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

SERVING ALCOHOL/LIQUOR AT EVENTS

UNDERSTANDING THE INSURANCE COVERAGE

The Program provides liquor liability coverage for bodily injury or property damage to a third party arising from the selling, serving or furnishing of alcoholic beverages, subject to policy terms and conditions. Liquor liability is shown on the Certificate of Insurance, so a request to add or include it is not needed.

LOSS PREVENTION STRATEGIES

Please read these guidelines as you are planning your event:

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



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

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

ATHLETIC EVENTS AND ACTIVITIES

UNDERSTANDING THE INSURANCE COVERAGE

The Program's general liability policy excludes medical payments for persons injured while practicing, instructing or participating in any athletic events and activities, unless there is legal liability resulting from the negligence of your club/district. If there is a suit or claim that alleges the club/district is liable for injury from athletics, the Program would respond, subject to policy terms and conditions.

LOSS PREVENTION STRATEGIES

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

Participants

- Prior to the event, **all participants should sign a waiver and release** form releasing the Rotary club/district, other event organizers, and the property owner(s) of any liability.
 - Please seek the advice of local legal counsel when working with waiver or release forms.
 - The waiver and release form for volunteers and participants under 18 years of age should be signed by the parent or legal guardian.
 - **A copy of all waivers and releases signed by participants should be kept on record with the club/district, even after the event has occurred.**
 - Review **Loss Prevention – Waivers and Releases** for further details.
- Ensure that participants are aware of the experience, skill, and fitness levels required for the event/activity. Participants who are not medically fit for the activity should not be allowed to participate.
- Where appropriate place participants (especially youth) into groups according to skill level, weight, physical and mental maturity.
- For events involving youth participants or volunteers, club organizers and adult volunteers should be familiar with [Rotary's youth protection guidelines](#) and ensure youth are protected while at the event.
- Encourage participants and volunteers to be properly dressed and prepared for outdoor elements (cold and hot), as well as to wear comfortable and appropriate footwear.
- Ensure that **all participants have appropriate protective equipment** that is properly sized and adjusted to participants. Equipment must be in good condition with no sharp or dangerous edges.
- Equipment should be checked regularly before and after use and should be repaired/replaced/discarded as necessary.
- Encourage participants to stretch before and after engaging in any physical activity.



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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

Event Planning and Emergency Preparedness

- **Have a written contract with vendors and other sponsors** involved in the event. Contractually require the vendor to carry \$1M in general liability insurance or the limit required of your club by the park/city/township, whichever is greater with your Rotary club/district named as an Additional Insured, on a primary noncontributory basis, on their general liability insurance policy and provide your club/district with a certificate of insurance.
- If your club/district hires an event planner or race organizer, your contract should require that the event planner have insurance in place, indemnify your club/district and name your club/district as an additional insured on a primary and noncontributory basis.
- Ensure the venue can accommodate the anticipated number of participants and spectators to avoid overcrowding.
- **Establish a safety committee** and partner with the appropriate local public safety authorities. Determine how you will communicate with safety and security members throughout the event.
- Provide safety training so that everyone involved knows what to look for and how to respond in an emergency. Local authorities may provide free safety training.
- Establish a well-coordinated plan for emergencies. Ask participants to provide emergency contact information as part of the registration process. Consider having an adult supervisor trained and certified in first aid techniques as part of your safety committee. Have medical personnel on hand with the appropriate equipment in the event of an emergency.
- **Inspect the premises before, during, and after the event.** Involve the property owners' supervisory or maintenance personnel. Clear the area of potential hazards, such as broken glass, nails, divots, rocks or uneven areas.
- Select a location, time, and date that is appropriate for the event/activity to reduce the possibility of bodily injury or property damage.
- **Monitor the weather closely** to ensure that the event/activity is conducted under safe conditions. Develop a plan to determine when to cancel practices, games or events due to inclement weather.
- Take frequent water breaks and have extra water on hand, especially in high temperatures, humidity, or altitudes. Set up refreshment stations along the route. Have shade and rest areas available.



Running Events

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

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LOSS PREVENTION STRATEGIES

AUTOS

UNDERSTANDING THE INSURANCE COVERAGE

The Program provides **excess** liability coverage for the use of rented and non-owned autos, above any other valid and collectible insurance on the auto.

- This coverage is intended for insured entities only and does not extend to individuals who use their personal auto for Rotary club business.
- If the Rotary club/district owns an auto, it must be separately insured. There is no comprehensive or collision (physical damage) coverage for any auto.
- The Program does not provide coverage for driving to and from club meetings or other Rotary activities.

Auto Liability - Trailers

A "trailer" is included in the definition of "auto" in the insurance policy. When a trailer is attached to a vehicle, the vehicle owner's insurance is primary. If the trailer is not owned by the club/district, the Program provides excess coverage above the vehicle owner's insurance policy limit subject to policy terms and conditions. The Program does not provide excess coverage if the trailer is owned by the club/district as the Program does not cover owned auto liability. No coverage is provided for damage to the trailer itself.

Auto Liability - Rentals

When renting a vehicle for club or district use (including on behalf of Interact, RYLA, etc.) the club or district should elect appropriate insurance coverage through the rental agency. The Program provides excess coverage for rented (and non-owned) autos, above any other valid and collectible insurance on the rented auto. No coverage is provided for damage to the rental vehicle itself.

Rotarian/Volunteer Owned Autos

- **Rotarians and volunteers using their personal autos in the course and scope of insured activities must carry appropriate auto liability insurance limits.**
- The auto owner's auto liability or any other available insurance policy would provide primary insurance coverage should an accident occur. The Program does **not** provide any insurance coverage to the auto owner.
- When participant automobiles are being driven at a parade or car show, participants should sign a waiver advising the owner/operator that there is no coverage under the Program for damage to their own vehicles; the owner's personal or commercial automobile insurance is primary.



Coverage Territory

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

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan events that may involve driving:



- Create guidelines for those driving in the course and scope of club or district activities.
- Ask volunteer drivers to sign a Volunteer Driver Pledge Form to confirm that the volunteer agrees to maintain his/her vehicle in good condition and to follow the driver guidelines.
- Allow only experienced drivers with clean driving record to operate rented or borrowed autos in the course and scope of insured activities
- Ask drivers (Rotarians and volunteers) to provide proof of valid driver's license, auto insurance, and current vehicle registration.
- **Prohibit use of mobile devices while driving.**
- Limit driving in dangerous weather conditions.
- Limit the number of passengers when using personal autos.
- Consider hiring a shuttle van charter with driver to transport small groups of people.
- **Avoid using 15-passenger vans, which are statistically more likely to rollover.**
- Check safety records of autos you are planning to use in the course and scope of insured activities.

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

CONSTRUCTION PROJECTS

(INCLUDING THE BUILDING AND MAINTENANCE OF PARKS & PLAYGROUNDS)

UNDERSTANDING THE INSURANCE COVERAGE

If your club or district is involved in a construction project where the value of materials (donated or purchased) is \$50,000 or more, your club or district is **required** to:

- Purchase a primary insurance policy with minimum limits of \$1M per occurrence up to the project cost including products liability and completed operations for 5 years.
 - Please contact an insurance agent or broker to discuss what insurance coverage your club may need to protect itself from liability.
 - The Program will sit excess over a club or district's primary insurance policy in the case of a catastrophic loss.
- The Rotary club or district should be named as an additional insured on the contractor's applicable insurance policy(ies) on a primary and noncontributory basis.
- The Rotary club or district should have a plan for coverage once the construction project is done (maintenance and ownership)
- Because a separate general liability policy coverage is required of your club or district for the above described activity, it is expected that your club or district send to Risk Management a Certificate of Insurance evidencing the primary coverage is in place for your club or district's event/activity. You can email it to insurance@rotary.org or fax it (847) 556-2147.

If your club or district is involved in a smaller construction, repair or rehab project, the Program insurance coverage remains unchanged to your club or district. Continue to provide training for your volunteers, when appropriate. All volunteers should sign waiver and release forms, so that they understand and sign off on the risks associated with the activity. Volunteers should carry their own health and property insurance.

The Program **does not** provide:

- **Coverage for Damage to property** in the care, custody or control of an Insured. This includes, but is not limited to, equipment, personal property, and vehicles that are owned, borrowed, or rented.
- **Health (accident) insurance for Rotarians or volunteers. All Rotarians and volunteers are expected to maintain their own health and property insurance.** **Note:** Your club/district may consider obtaining accident coverage or a workers' compensation policy to cover injuries to volunteers while working on a project.

LOSS PREVENTION STRATEGIES

Please review as you plan your events:

- If your club or district plans any project (renovation or construction), whenever possible, **hire a professional company to design and build the project** that follows required safety standards.
- **Have a written contract/agreement in place with each party involved in the project**, including the property owner, contractors, and subcontractors. The contract/agreement should outline each party's duties and responsibilities, including indemnification and insurance. See **Loss Prevention – Contract Best Practices** for information regarding indemnification and sample language.
 - Have local legal counsel draft and review all legal documents such as contracts and waivers.
- **The contractors and subcontractors should be contractually required to carry general liability insurance that is primary and non-contributory** and names your Rotary club/district, other organizing entities, and the property owner(s)

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

as Additional Insureds on a primary and noncontributory basis on their insurance policy. Require evidence (certificate of insurance) of the coverage.

- Require all contractors and subcontractors providing professional services to provide evidence of their professional liability insurance covering the services they are performing during the project.
- **Inspect all power tools, hand tools, ladders, and scaffolding before use.** Clean tools if needed. Do not use defective tools. Inspect tools to ensure proper guards are in working order. Prohibit use of any tools without guards or other safety devices that have been tampered with or removed.
- Ensure that **all volunteers are properly trained** to perform their assigned tasks and provide volunteers with the appropriate equipment and personal protective gear required to complete the project.
- **All participants/volunteers should sign a waiver** releasing the Rotary club/district, other organizing entities, and the property owner of any liability. Sample language can be found on the **Loss Prevention – [Waivers & Releases](#)**.
- **Minors under the age of 18** should not operate power tools, work with hazardous materials, or work from elevated platforms, such as ladders or scaffolds. Parents should sign a waiver for any participants/volunteers under 18.



- Block access or clearly mark floor and wall openings that could potentially cause a slip and fall injury. Use sturdy covers for floor openings that can support anticipated weight loads.
- Ensure the construction area is properly secured when not in use.
- Keep the worksite clean and allow sufficient space for safe working conditions.
- The supervisor(s) should monitor work performed on an ongoing basis to ensure quality and safety.
- Inform everyone where the first aid kit is located and how to get emergency help.
- Establish a well-coordinated plan for emergencies and have participants provide emergency contact information. Injuries should be immediately reported to the supervisor(s) and to RI Risk Management (insurance@rotary.org)
- **Playgrounds.** If your club plans a playground project (renovation or construction), when possible, **hire a professional company** to design and build a playground that follows national safety standards.
 - The play areas should be designed to allow clear sightlines to enable supervision of all children while on the equipment.
 - Establish a plan for maintenance and inspection of the playground after construction or renovation is completed.
 - Playground equipment checks should be scheduled and performed regularly (visual and written, with a checklist) by a designated, qualified person who will identify any potential violations of local ordinances.
 - Review and comply with all label restrictions and warnings on the playground equipment (weight, weather conditions, and other restrictions). Clearly mark and post appropriate warning signs.
 - Check playground for tripping hazards such as exposed concrete footings, tree stumps and rocks.
 - Check playground for dangerous hardware such as open "S" hooks or protruding bolt ends, sharp points or edges.
 - Make sure elevated surfaces, like platforms and ramps, have guardrails to prevent falls.
 - Repair playground equipment as soon as you become aware of any damage or issues. Clearly mark and restrict access to the equipment awaiting repair.
 - Wood equipment should be free of splinters, large cracks, or deterioration.

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

- There should be no loose ropes on playground equipment.
- If there is a body of water such as swimming pool, fountain, or water retention pond nearby, erect a barrier between the children's playground and that body of water.
- If possible, enclose the playground area with a fence to keep children within the play area, restrict access to those using the playground, and to facilitate supervision of play.
- **Ladder safety.** The danger in using a ladder is not only falling from it, but having objects fall on you.
 - Inspect the ladder before use.
 - Do not carry tools or materials up the ladder. Have someone hand the items up to you.
 - Never use an aluminum ladder near electrical lines.
 - Never use a ladder outdoors during inclement weather or on windy days.
 - Use the appropriate size ladder and place the ladder on solid ground.
 - Never allow a person to use a ladder unassisted – always have a spotter.
- **Maintenance Responsibilities.** Contracts should specifically state who is responsible for maintenance of property once a project is complete.
 - When possible, transfer responsibility for maintenance to another party such as the school district, city or municipality or hire a company to manage the maintenance.
 - Ensure there is a written agreement listing the responsibilities of each party and include appropriate indemnification and insurance language.
 - **Note:** There have been several claims arising from maintenance issues after a completed construction project. Due to the ongoing responsibility to maintain property, it is **recommended** that the property owner assume this responsibility once a project is finished.
 - Develop and document a maintenance schedule. Clearly communicate the maintenance plan to those responsible to make sure they understand how to maintain the property after work is completed.

U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

CONTRACT BEST PRACTICES

UNDERSTANDING THE INSURANCE COVERAGE

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

1. **INDEMNIFICATION.** Indemnification provisions require one party to compensate another party for harm or loss. An indemnification clause transfers risk from one party to another, often without regard to who actually caused the loss. These provisions may require one party to assume responsibility for third party claims made against the other party, including the costs to defend a lawsuit and any damages that party is required to pay as a result of the claim.

Indemnification provisions are separate from insurance. Insurers agree to provide coverage only as stated in the insurance policy, not based on an indemnity provision in a contract. When your club/district agrees to indemnify another party, **it is your club/district, not the insurance company, that is agreeing to indemnify (make whole) the other party.** Liability assumed in an indemnification provision may be broader than the insurance coverage provided under the Program.

If the Program does not provide coverage for a loss, your club/district could still be responsible for damages based on an indemnification agreement. Your club should only agree to indemnify another party for the acts or omissions of your own club/district. You should not agree to indemnify another party for risks beyond your control.

Sample indemnification language:

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

2. **INSURANCE.** Insurance provides the financial means to protect and defend your Rotary club/district against claims and suits alleging negligence. Your Rotary club/district should always ensure the other contracting party maintains adequate insurance to cover its obligations. In some states, if the negligent party does not have insurance or other assets, your Rotary club/district could be held 100% responsible for payment of the loss even if your club/district has minimal fault.
 - a. **Insurance Requirements.** The contract should require that vendors and other parties maintain general liability insurance. Depending on the nature of the activity, a club/district should also require the contracting party to carry additional insurance policies such as auto liability, workers' compensation, professional liability, etc. (Additional Insureds cannot be added to workers' compensation or professional liability policies.) Sample contract language:

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

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

Your club should request that the vendor's coverage be "primary" because that designates the vendor's liability policy is responsible for responding to a claim before the club's policy would respond. Noncontributory stops the vendor's insurer from seeking contribution from your club's policy.

- b. **Additional Insured. When another party is added as an additional insured** to a general liability policy the additional insured (a person or entity, other than the Named Insured) is then covered by that policy (usually without additional cost) subject to the policy terms and conditions. The insurance company will add an Additional Insured to the policy when additional insured status is required in a written contract (e.g., a lease of premises or vendor agreement) or permit application.

If a claim arises from your Rotary club/district's event where your club/district has contractually agreed to name another party as an Additional Insured, the other party could qualify as an insured under the Club/District policy. You should agree to provide Additional Insured status only when your Rotary club/district controls the risks. You should NOT agree to provide additional insured status for the sole negligence of the additional insured. To protect itself from such claims, the additional insured entity must have its own general liability policy.

When should your Rotary club be added as an Additional Insured to another party's general liability policy?

Your club/district should contractually require another party to name your Rotary club/district as an Additional Insured:

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

Note: When requiring your club/district be named as an additional insured:

- The additional insured requirement must be included in a written contract;
- The coverage provided to additional insureds should be primary and non-contributory to any other insurance maintained by the additional insureds; and
- The contract should require that the party provide the club/district a certificate of insurance evidencing the additional insured requirement.

Example: Your club holds a festival in a public park and hires an event organizer, sound professional, band, and food vendors. In order to obtain a permit, the City requires your club to include the City as an additional insured on the club's general liability policy. Your club then requires that each vendor name the club and City as an additional insured. An attendee trips and falls on an electrical cord at the event and sues your club. Your club tenders the claim to the sound professional responsible for the electrical cord that allegedly caused the fall. Because your club required that it be named as an additional insured, the sound vendor's insurer pays the legal expenses to defend your club.

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

- If a facility owner requires that the owner be named as an additional insured in order to rent premises for an event or meeting; or
- If a municipality requires that it be named as an additional insured in order to obtain a permit to use a public park for an event.

Note: When your Rotary club is required to provide additional insured status to another party, such as the facility where the event is being held, all vendors (or any other party your club hires) should also be required to name the facility as an additional insured.

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

Example: Your Rotary club leases a school gym for a home/garden show. The school requires that your club carry \$1M in general liability insurance and name the school as an additional insured. Every vendor that rents booth space with your club should (1) provide evidence of \$1M in general liability insurance and (2) name your club and the school as additional insureds for the event on a primary and non-contributory basis. An attendee at the event trips on equipment set up by your club and sues the school and your club. Because the school is an additional insured on the club's policy, the school tenders the claim to your club and is defended under the club's policy.

3. **INSURANCE COVERAGE FOR CO-ORGANIZED EVENTS.** When your Rotary club is an event co-organizer, each co-organizer (i.e. Chamber of Commerce, Lions, Kiwanis, etc.) should carry its own liability insurance to protect its interests. To ensure coverage for all entities involved in the event, a locally purchased special event liability policy with all parties included as the Named Insureds is recommended.

BEST PRACTICES:

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

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

COPYRIGHT INFRINGEMENT & PRIVACY

When your club/district uses songs, poems, photographs, illustrations, charts, videos, or graphs in presentations, club/district websites, online or in newsletters, you must obtain a license or permission from the author prior to use.

This includes any songs, photos, etc. you find on the Internet or created by a Rotary club member. If you cannot identify the copyright owner or if you do not have permission from the owner, do not use it.



Look for organizations that provide public copyright licenses (Creative Commons), open access images or royalty free licenses. Paying a small fee to use an image is preferable to your club receiving a copyright infringement demand letter. **Consult an attorney for assistance in determining copyright ownership.** Please know that "fair use", a defense to copyright infringement, generally applies to commentary, criticism and parody, and does not appear to apply to a Rotary Club's activities and promotions.

If you are using a photograph, video or other recording that includes the image or any personal data of any recognizable person, you must obtain permission from each person (or the parent or guardian of any minor child) before using that photograph, video or other recording.

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

FIREWORKS

UNDERSTANDING THE INSURANCE COVERAGE

Fireworks can be an integral part of community celebrations enthralling the public with color and excitement. However, there are many risks with fireworks. The unstable nature of explosives poses a safety threat to the public in addition to those providing the display. Mishandling of fireworks is also a danger. Additionally, there is the threat of property damage if the launch site is not a safe distance from buildings and homes.

If your club or district hires a pyrotechnic firm or other company to detonate fireworks, your club or district is **required** to:

- Purchase a primary general liability policy with a minimum limit of \$5M per occurrence.
 - Contact an insurance agent or broker to discuss your insurance needs for your event.
- **AND** the pyrotechnics firm the Rotary club or district is hiring must have a general liability policy with minimum limits of \$5M per occurrence or the minimum limits required by the city/municipality, whichever amount is greater.
- The Program will provide excess insurance over a club or district's primary \$5M insurance policy in the case of a catastrophic loss.

Additional considerations:

- Insurance requirements in the contract with the pyrotechnic firm should **include your club being named as an additional insured on a primary and noncontributory basis** on the pyrotechnics' general liability policy and a certificate of insurance being issued to your club.
- **An attorney should review the pyrotechnic contract.** Do not agree to indemnify the pyrotechnic firm for risks your club cannot or does not control.
- If a town signs the agreement with the pyrotechnic firm, the Rotary club/district should still ask the pyrotechnic firm to name your club (in addition to the town) as an Additional Insured; both your club and the town should receive a Certificate of Insurance.
- If sponsoring an event with fireworks displays, ensure that the organizer has secured a reputable pyrotechnics company that is **fully licensed** to detonate fireworks in the municipality where the event takes place.

Separate coverage is required for fireworks because there was a prior claim arising out of misfired fireworks that harmed approximately 100 people and resulted in total claims costs exceeding \$7M.

Because a separate general liability policy is required of your club or district for the above described activity, it is expected that your club or district will send to Risk Management a Certificate of Insurance evidencing the primary coverage is in place for your club or district's event/activity. You can email it to insurance@rotary.org or fax it (847) 556-2147.

Your club/district is not required to obtain a standalone general liability policy if your club or district's role is to sponsor or provide funding for the fireworks, and another party, such as a municipality or chamber of commerce, signs the contract with the pyrotechnic firm.

With respect to the "sale" of fireworks, there is coverage under the Program, subject to policy terms and conditions, for the "legal sale for fundraising purposes of pre-wrapped fireworks purchased from a licensed third party"



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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

FOOD HANDLING AND SERVING

UNDERSTANDING THE INSURANCE COVERAGE

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

LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

- **Consult your local Health Department** to ensure that your club/district will be in compliance with all relevant government regulations and health codes.
- Proper hand washing is one of the most effective defenses in fighting the spread of food borne illnesses. **Food handlers should keep their hands and forearms clean at all times.** This is especially important after handling raw food, money, or using the toilet.
- To avoid contamination and to ensure proper standards of sanitation, **it is very important that you have proper storage, preparation, and refrigeration amenities.**
- The surfaces in which food will be placed should be sanitized prior to, during, and after the event.
- Food preparers should be healthy; not suffering from an illness or disease that could be spread through the food.
- **Hair should be tied back or a hair net worn.**
- Monitor continuously the temperatures of all foods being served to ensure the appropriate temperature is maintained.
- Keep raw meats and their juices away from all other foods.
- **Wear disposable gloves** instead of using bare hands and sanitize serving utensils before and after the serving of raw meats and dairy.
- Assign separate individuals to collect money and serve/prepare food.
- **Ensure that all food is stored properly before cooking/serving and disposed of in a timely manner if not sold/served within the recommended timeframes.**
- Ensure that the venue and area where food is prepared and served is equipped with the appropriate fire extinguishing equipment.
- **Volunteers:**
 - Train all volunteers in proper food handling procedures.
 - Supervise younger volunteers, especially in the cooking area.
 - Ensure volunteers wear proper clothing (long pants, closed-toe shoes) while working in kitchen prep areas.



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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

- Keep area around sources of heat (grill, stove, etc.) clear of any combustible or flammable items.



FOOD SAFETY

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

ADDITIONAL RESOURCES

Partnership for Food Safety Education: www.fightbac.org

Food Safety: www.foodsafety.gov

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

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

GOLF CARTS

UNDERSTANDING THE INSURANCE COVERAGE

The Program **does not** provide coverage for

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



LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

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

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES



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

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

INFLATABLES, AMUSEMENT RIDES AND COMMERCIAL TENTS & CANOPIES

UNDERSTANDING THE INSURANCE COVERAGE

The Program **does not** provide coverage for:

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

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

LOSS PREVENTION STRATEGIES

Please read these guidelines as you are planning your event:

INFLATABLES & AMUSEMENT RIDES:

- Use a reputable vendor who maintains their equipment, has staff trained/experienced in inflatable operations, and understands the manufacturer's required safety measures. **Insist that the vendor install and operate the inflatable and amusement rides.**
- Contractually require the vendor to maintain general liability insurance with your Rotary club/district named as an Additional Insured on a primary and noncontributory basis. See **Loss Prevention - Contract Best Practices** for specific insurance language to use.
- If the vendor requires the Club to maintain property coverage on the Inflatable/tent, the Club must delete this requirement from the agreement or purchase property insurance; there is no Property coverage under the Program and the Program's General Liability policy does not cover property in the club's care, custody or control.
- Ensure the vendor contractually agrees to **follow all industry best practices and government regulations**, including the U.S. Consumer Product Safety Commission (CPSC) guidelines issued for inflatables.
- **For events lasting more than a day, daily checks should occur** before use in accordance with the manufacturer's requirements, including:
 - confirming the inflatable/equipment is properly anchored;
 - verifying there are no holes or rips in the fabric or seams;
 - inspecting equipment for any exposed electrical contacts; and
 - reviewing weather forecasts.
- **An operator must attend/supervise the inflatable and riders at all times.** Attendants should stand in a position where he/she has a clear view of riders. For example, per CPSC guidelines, a minimum number of two operators should be assigned to large inflatable slides over 15 feet tall and one operator for an inflatable bounce or small slide under 15 feet.
- Never position an inflatable or amusement ride near power lines, trees, over sprinkler heads or any obstructions.
- Never allow anyone onto the inflatable who is impaired by drugs or alcohol.



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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

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



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

COMMERCIAL TENTS & CANOPIES:

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

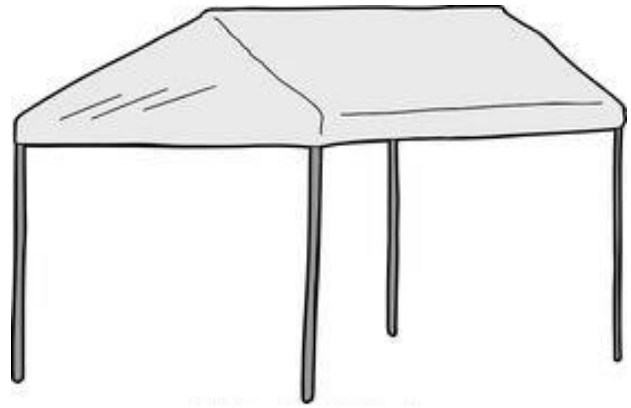
- Use reputable vendors who maintain their equipment, have staff trained/experienced in the operation of setting up and taking down the tents, and understand required safety measures. **Insist that the vendor set-up the tents.**
- Contractually require the vendor to maintain general liability insurance with your Rotary club/district named as an Additional Insured on a primary and non-contributory basis. See **Loss Prevention - [Contract Best Practices](#)** for specific insurance language.
- If the vendor requires the Club to maintain property coverage on the Inflatable/tent, the Club must delete this requirement from the agreement or purchase property insurance; the Program does not include Property coverage and the Program's General Liability policy does not cover property in the club's care, custody or control.

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

- Ensure the vendor contractually agrees to **follow all industry best practices and local regulations**. In some cases, the vendor may be able to obtain a permit, if required, on behalf of your club.
- **For events lasting more than a day, daily checks should occur** before use in accordance with the manufacturer's requirements, including:
 - confirming the inflatable/equipment is properly anchored;
 - verifying there are no holes or rips in the fabric or seams;
 - inspecting equipment for any exposed electrical contacts; and
 - reviewing weather forecasts.
- Never position a tent near power lines or trees. Make sure the tent is set up on a flat and even surface. Check for utility lines buried in the ground.
- Have a plan in place to take down the tent, and/or vacate the area if weather becomes unsafe for use.



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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

ROTARY'S VISUAL IDENTITY – NAMING GUIDELINES FOR ROTARY CLUB AND DISTRICT PROJECTS

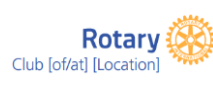

When naming your project and creating promotional materials (including websites and social media) follow these guidelines set forth in the *Rotary Code of Policies* (See *RI Code of Policies* ("RCP") Article 34). Visit the Brand Center to create your club logo and to learn how to tell Rotary's Story. Reference *Rotary's Voice and Visual Identity Guidelines* for further guidance.

- **Use of "Rotary" without a further identifier, such as the name of a Rotary club, a Rotary district or other Rotary Entity, refers to the international association, Rotary International (RCP 34.030.6).**

- **The following represent Rotary International:**

-  **The Masterbrand Signature**
-  **The Simplified Logo**
-  **The Mark of Excellence**

- **Rotary clubs and districts should use the following for their club and district logos:**

-  **Club Logo**  **District Logo**

- Project and activity names must include the name of the participating Rotary club(s), district(s) or other Rotary Entity immediately following or preceding "Rotary." (RCP 34.030.6)
- Project and activity branding and promotional materials must include a club, district or other Rotary Entity signature, see *Voice and Visual Identity Guidelines* for help creating a club or Rotary Entity signature.
- Use of "Rotary" is only authorized in the name of a project or activity that is under the full control of a Rotary club, district or group of Rotary clubs or districts. The governance of that project or activity must not include non-Rotarian individuals or organizations. (RCP 34.040.11)
- No modification of "Rotary" or the Rotary logos is permitted. Follow the brand specifications set forth in the *Voice and Visual Identity Guidelines* (RCP 34.040.6)
- Rotary clubs, districts, and Rotary Entities must purchase domain names that comply with the naming policies outlined in RCP 52.020.1 and 34.030.6. Rotary International reserves the right to ask for the transfer of ownership of any non-compliant domain name.
- Projects not conforming to these policies should be renamed to include a club or district name/identifier, or Rotary International Board approval must be received. (RCP 34.040.6 and 34.040.7)
- In creating a club or district foundation, the words "Rotary" and "foundation" must not appear together but must be separated by the name of the participating Rotary club(s) or district(s). (RCP 34.040.5)
- Rotary policy prohibits use of any of Rotary's trademarks for commercial purposes. (*RI Bylaws*, RCP 34.030.2)

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

SLIP, TRIP & FALL PREVENTION AT OUTDOOR EVENTS

UNDERSTANDING THE INSURANCE COVERAGE

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LOSS PREVENTION STRATEGIES

Many Rotary clubs/districts organize various outdoor events such as festivals, farmers’ markets, or concerts which have the potential for **trips, slips, and falls**. It is important that clubs/districts planning outdoor events understand and implement the appropriate loss prevention techniques to reduce the potential for injury. To ensure the safety of attendees, volunteers, and property, please consider the following proactive loss prevention strategies:

Event Area Inspection

Inspect the venue area (which could include parks, streets, parking lots or neighborhoods) before, during, and after the event for any potential risks of a slip, trip or fall injury. Involve the venue’s supervisory or maintenance staff, if needed. Assign this inspection role to your members or volunteers who will document hazard(s) and follow up on any corrective action(s).

- **Clear the area of possible hazards**, such as broken glass, rocks or other objects.
- Look for areas that could pose a slipping or tripping hazard such as unsecured or loose electrical cords lying on the ground.
- Direct your vendors to check their areas and ensure that they secure all loose cables/wires in and around their booths or tents.
- If necessary, vendors will need to seal off and create clearly marked “Do Not Enter” barriers to protect the public from their exposed equipment.
- Require responsible parties to properly raise and anchor their tents, canopies and other temporary structures using post weights and marked ropes/stakes. Review **Loss Prevention – [Inflatables, Amusement Rides and Commercial Tents & Canopies](#)**.
- **Ensure walkways are sufficiently lit**, wide enough and clutter free for people to walk around safely.



- Mark divots, trenches, uneven surfaces or inclines on the grounds or in walkways with the use of cones, flags, yellow caution tape, etc.
 - Puddles and other wet areas can pose a hidden threat of a slip, trip or fall injury and should be marked appropriately.
 - Create safe passages leading up to the venue by using crowd fencing and signage.
- For multi-day events, **the venue area should be inspected daily** for any slip, trip or fall hazards created from the day before.

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

SPORT SHOOTING EVENTS

UNDERSTANDING THE INSURANCE COVERAGE

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

Types of Shooting Events: Skeet shooting, target shooting, skeet shooting fundraisers, turkey shoot, sporting clay fundraisers and tournaments, clay bird shooting, target shooting contests.

LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

Event Planning and Emergency Preparedness

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



Participants

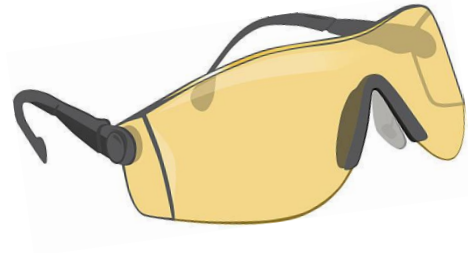
- Prior to the event, **all participants should sign a waiver and release** form releasing the Rotary club, other event organizers, and the property owner(s) of any liability. Include language that indicates the participant understands and agrees to abide by safety guidelines and instructions.

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

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



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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

WAIVERS AND RELEASES

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

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

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

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

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

Consult an attorney to draft and/or review these forms to ensure the waiver and release comply with applicable state laws.

PLEASE SEE THE FOLLOWING PAGES FOR SAMPLE LANGUAGE FOR ADULT AND MINOR PARTICIPANTS.

U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

WAIVER AND RELEASE (Minor)

I fully understand that training for and participating in activities such as _____ may result in accidents, illness, or serious injury. I am voluntarily allowing my child to participate in _____ (hereinafter the "event") sponsored by the _____ Rotary Club (hereinafter "the Rotary Club") with complete understanding of the risks associated with participation in the event.

I further acknowledge that this event requires participants to be in proper physical condition. By signing this Waiver and Release Form, I declare that my child is medically able, properly trained, physically fit, and capable of participating in the event.

My child agrees to follow the rules of the event/activity. In consideration for my child being allowed to participate in the event, we agree to release and hold harmless the premises owner, event organizers, and event sponsors, including the Rotary Club, its affiliates, officers, directors, volunteers, agents, employees and representatives, from all liability for any injuries and/or illnesses sustained by my child, which may directly or indirectly result from my child's conduct or from the negligence of other participants in the event, and/or from the negligence of the premises owner, event organizers, and event sponsors, including the Rotary Club, its affiliates, officers, directors, volunteers, agents, employees and representatives. I also acknowledge full and sole responsibility for any and all medical expenses that my child may incur as a result of any injury and/or illness that occurs as a result of my child's participation in the event. I understand and agree that this Waiver and Release is binding upon my child and myself.

I hereby grant my consent and permission to use my child's name, photograph, videotape, motion picture recording, voice, or likeness for Rotary purposes, including pre and post event publicity. I have carefully read this Waiver and Release and fully understand its contents. On behalf of myself and my minor child, I consent and agree to the terms of this Waiver and Release and, by my signature below, authorize my child's participation subject to those terms.

X _____
Signature of Minor's Parent or Legal Guardian

Date

X _____
Signature of Minor Participant

Date

Print Name of Minor Participant

U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

WAIVER AND RELEASE (Adult)

I fully understand that training for and participating in activities such as _____ may result in accidents, illness, or serious injury. I am voluntarily participating in _____ (hereinafter the "event") sponsored by the _____ Rotary Club (hereinafter "the Rotary Club") with complete understanding of the risks associated with participation in the event.

I further acknowledge that this event requires participants to be in proper physical condition. By signing this Waiver and Release Form, I declare that I am medically able, properly trained, physically fit, and capable of participating in the event.

I have read and understand and agree to follow the rules of the event/activity. In consideration for being allowed to participate in the event, I agree to release and hold harmless the premises owner, event organizers, and event sponsors, including the Rotary Club, its affiliates, officers, directors, volunteers, agents, employees and representatives, from all liability for any injuries and/or illnesses that may directly or indirectly result from my conduct or from the negligence of other participants in the event, and/or from the negligence of the premises owner, event organizers, and event sponsors, including the Rotary Club, its affiliates, officers, directors, volunteers, agents, employees and representatives. I also acknowledge full and sole responsibility for any and all medical expenses that I may incur as a result of any injury and/or illness related to my participation in the event. I understand and agree that this Waiver and Release is binding.

I hereby grant my consent and permission to use my name, photograph, videotape, motion picture recording, voice, or likeness for Rotary purposes, including pre and post event publicity.

I have carefully read this Waiver and Release and fully understand its contents. By my signature below, I consent and agree to the terms of this Waiver and Release.

Signature of Participant

Date

Print Name of Participant

U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

USE OF WATERCRAFT AND WATER ACTIVITIES

UNDERSTANDING THE INSURANCE COVERAGE

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

The Program **does not** provide coverage for:

- liability arising out of any watercraft **owned** by a club/district unless the watercraft is on shore on premises you own or rent, and
- watercraft being used to carry persons or property for a charge.



LOSS PREVENTION STRATEGIES

Please review these guidelines as you plan your events:

- All participants should sign a **waiver and release form** releasing the Rotary club/district and any other organizers from liability arising out of injuries sustained during the event or activity. Please seek the advice of local legal counsel in drafting the appropriate language for the waiver and release. See **Loss Prevention – Waivers and Releases** for sample language.
- Ensure there is a written contract with all organizations (including watercraft owners) involved with the event/activity and require proof of watercraft owner's liability insurance. If applicable, your Rotary club/district should be named as an additional insured on the owner's liability policy on a primary and non-contributory basis.
- Select a location and date that is appropriate for the event/activity to help avoid/minimize the possibility of drowning, collision, and other health risks associated with extremely hot or cold weather.
- **Monitor the weather** closely to ensure that the event/activity is conducted under safe conditions.
- Structure the event/activity to avoid collision by not overcrowding the waterways and controlling the speed of the watercrafts. Ensure that boaters know and agree to follow navigation rules (include language in a release/waiver).
- All watercraft should be seaworthy and appropriate for the event/activity. Ensure proper maintenance of the watercraft and be aware of the threat of carbon monoxide poisoning for motorized watercraft.
- Require that participants **wear a life jacket/vest** while training and participating in any event.
- Ensure all volunteers have gone through pre-event training, understand their responsibilities and know who to contact if problems arise.
- **Prohibit alcohol while boating** and enforce a zero-tolerance drug and alcohol policy for anyone who operates watercraft.
- Ensure qualified lifeguards and medical personnel are available with the appropriate emergency equipment.
- Establish a **well-coordinated plan for emergencies**. Have participants list an emergency contact when registering.

Nothing in this document can be construed to extend, alter, vary or waive any of the provisions of the insurance policy described herein. The information provided in this document is intended to help Rotarians manage risks. The information provided does not constitute professional, legal, financial or insurance advice. It is highly recommended that you contact a local legal, financial, or insurance professional for such advice.

U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

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



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

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

YOUTH ACTIVITIES

UNDERSTANDING THE INSURANCE COVERAGE

The Program includes coverage for **Certified Youth Exchange** organizations and RYLA, Interact, and Rotaract activities, as well as other youth programs and activities.

The Program excludes medical payments for persons injured while practicing, instructing or participating in any athletic events or activities. Participants of athletic events should sign a release prior to their participation in an athletic event. If there is a suit or claim alleging the club/district is liable for injury from athletics, the Program would respond, subject to policy terms and conditions.

In some areas a school district may provide accident coverage for students; please check with the local school district. Your club/district may purchase an accident policy as well.

SEXUAL MISCONDUCT LIABILITY COVERAGE

The Policy provides separate sexual misconduct liability coverage on a claims-made basis. Sexual misconduct means sexual molestation, including but not limited to, any unwanted sexual involvement, sexual conduct or sexual contact. Upon request, Certificates of Insurance will reflect a separate coverage limit for sexual misconduct liability coverage.

ROTARY INTERNATIONAL STATEMENT OF CONDUCT FOR WORKING WITH YOUTH

The statement of conduct provides the basic principle to follow when working with young people in any capacity:

Rotary International strives to create and maintain a safe environment for all youth who participate in Rotary activities. To the best of their ability, Rotarians, Rotarians' spouses and partners, and other volunteers must safeguard the children and young people with whom they come into contact and protect them from physical, sexual, and psychological abuse.

This principle must be followed throughout Rotary, including by our districts, clubs, Rotary members, and other volunteers at all levels, as well as in our materials, programs, and communications with parents and guardians.

YOUTH RESOURCES

Rotary Youth Programs for Young Leaders has compiled resources for Rotarians who interact with youth. When planning youth activities, please review these resources available on [My Rotary](#).

- [Rotary Youth Protection Guide](#)
- [RYLA Handbook](#)
- [Interact Guide](#)
- [Rotaract Handbook](#)
- [Youth Exchange Handbook](#)

Please encourage all club members who interact with youth to complete the online course: *Protecting Youth Program Participants* (available in the online Learning Center on my.rotary.org)

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U.S. Rotary Clubs and Districts Liability Insurance Program

LOSS PREVENTION STRATEGIES

For general program enquiries, you may contact:

interact@rotary.org

rotaract@rotary.org

newgenerations@rotary.org

ryla@rotary.org

youthprotection@rotary.org

youthexchange@rotary.org

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