

AMERICAN CANOE ASSOCIATION
July 2011 thru June 2012
PADDLE AMERICA CLUB AGREEMENT AND INSURANCE PROCEDURES

Including
PAC Insurance, Waiver and Reporting Requirements
PAC Certificate of Insurance Request Form
PAC Insurance Contact Information Form
PAC Additional Insured Request Form

The **AMERICAN CANOE ASSOCIATION**, (hereinafter referred to as "ACA") and (club name) _____
_____ (hereinafter referred to as "the PAC") enter into this Paddle America Club Agreement (this "Agreement") to enroll the Club in the ACA's Paddle America Club program, and to promote both organizations to the paddlesports community in general. This agreement lists the roles and responsibilities of ACA and the PAC, and also sets forth the procedures and requirements for obtaining ACA insurance.

WHEREAS the ACA, a nonprofit organization under section 501(c)(3) of the Internal Revenue Code, provides education on matters related to paddling, supports stewardship of the paddling environment, and enables programs and events to support paddlesports recreation,

WHEREAS the ACA recognizes that local and regional paddling clubs provide the most visible and readily available opportunities for individuals to participate in paddlesports, and therefore are vital to the ACA's pursuit of its education, stewardship and recreation goals,

WHEREAS paddling clubs recognize that the ACA provides valuable services to the paddlesports community, and wish to support the ACA and its programs by offering their individual members an opportunity to purchase an ACA membership,

WHEREAS ACA and its member paddling clubs, working together, are better able to obtain affordable insurance coverage, and can thereby enhance their collective ability to sponsor paddlesports education, recreation and stewardship activities,

NOW, THEREFORE, the ACA and the Paddle America Club willfully enter into this Agreement.

SECTION I. Roles and Responsibilities of the American Canoe Association

The ACA assumes the following roles and responsibilities while this agreement is in effect:

- A. Promotion and Support of PACs: The ACA agrees to promote and support the Paddle America Club Program and its individual Paddle America Clubs through ACA publications and the ACA website. The ACA also agrees to provide access to expertise in stewardship and public policy, safety education and instruction, recreation and athletic competition.
- B. Membership: The ACA agrees to make ACA memberships available to members of the PAC at the rates of \$30.00 per individual and \$40.00 per family per year (12 months). These members will be known as "ACA Paddle America Club Members" or "ACA PAC Members."
- C. General Liability and Excess Liability Insurance: The ACA agrees to provide insurance coverage under the ACA's General Liability and Excess Liability Insurance Policies for all PAC activities that are properly registered under Section II.C of this agreement.
 1. Upon receipt of this agreement, the ACA will request a PAC General Certificate of Insurance using the information on the form attached to this agreement. The PAC should receive its certificate within 10 business days.
 2. Coverage will be for the following named insureds and activities, subject to the exclusions and limitations listed in the policy (available upon request):
 - a. Paddle America Clubs including their club members, event members, coaches, event leaders and administrators arising from club-sponsored and adult-supervised on-water activities such as

sanctioned events and workshops, practices, training, and instruction as well as off-water activities such as fundraisers, banquets and meetings; and

- b. Any person who is a volunteer worker for a named insured, but only while acting at the direction of a named insured, and within the scope of volunteer duties for a named insured.

3. **DISCLOSURE OF EXCLUSIONS: ACA insurance provides NO COVERAGE for the following types of claims or any resulting liability:**

- a. Claims against or liability of an entity or individual other than the PAC named in this agreement or the persons named in Section I.C.2, unless the entity or individual is named in a Certificate of Additional Insured.
- b. Claims relating to or liability resulting from the operation of a motor vehicle. Claims for injuries or damages caused by a motor vehicle (including damage to boats and other vehicles) should be directed at the driver's individual auto insurance policy.
- c. Claims relating to or liability resulting from actual or alleged abuse or molestation of any person while in the control of any named insured. The ACA's policy excludes coverage for these claims.
- d. Injuries or damages resulting from an "accident" where no person other than the injured party is allegedly at fault. The ACA's GL policy does not provide accident coverage.

D. Waiver of Sanctioning Fees: The ACA agrees to provide sanctioning for PAC activities and events for no additional event sanctioning charge ("additional insured" fees will still apply).

E. ACA Promotional materials: The ACA agrees to provide ACA promotional materials such as ACA logos and banners to the PAC for the PAC to use in promoting the ACA.

SECTION II. Roles and Responsibilities of the Paddle America Club:

The PAC assumes the following roles and responsibilities while this agreement is in effect:

A. Promotion of the ACA: The PAC agrees to promote the ACA through its activities and publications, and specifically agrees to do the following:

1. The PAC will prominently display the unaltered logo of the ACA on all PAC publications, promotional materials, press materials, banners, and other printed materials associated with all public activities. Display will be in accordance with the ACA Logo Style Guide. (The PAC acknowledges its use of the ACA logo is a limited license subject to the ACA's discretion, and that ownership of the ACA logo remains entirely with the ACA).
2. The PAC will identify the ACA in connection with ACA-insured activities and events using appropriate language such as "ACA-Sanctioned Event," "Conducted in Partnership with the American Canoe Association," or something similar.

B. Membership: In order to be considered a PAC and to receive the Liability Insurance coverage referred to in Section I.C, above, the PAC agrees to the following membership requirements:

1. PAC dues: The PAC agrees to pay Paddle America Club membership dues in the following amounts, based on the club's membership as of June 1, 2011.
 - a. For clubs with 1 to 49 ACA Paddle America Club members, \$100.00.
 - b. For clubs with 50 to 99 ACA Paddle America Club members, \$150.00.
 - c. For clubs with 100 or more ACA Paddle America Club members, \$225.00.
2. ACA memberships: The PAC agrees to offer its existing and newly-joining club members a discounted ACA membership for the rate of \$30.00 for individual members and \$40.00 for family members per year (12 months). The PAC will offer this option to PAC members on its membership solicitations and at the PAC's insured activities and events. At the time of purchase, the PAC will collect signed **ACA Combined Membership and Waiver and Release of Liability** forms (hereinafter "Waiver & Release of Liability forms" or "waivers") from all of its ACA Paddle America Club members and submit the **SIGNED ORIGINAL** waivers to the ACA. The PAC may copy the waivers before submitting them to the ACA. The PAC may also request a customized waiver form that names both the ACA and the PAC.

3. Procedure for renewing Paddle America Members: In order to renew the memberships of its joint ACA and PAC members, the PAC will select one of the following renewal procedures (**Please check the appropriate box on the signature page of this agreement**):
 - a. Option 1: The PAC and the ACA will each issue separate renewal invoices directly to members for their respective portions of the member's combined dues. The ACA will provide waiver forms to PAC members with membership renewal invoices. ACA will retain completed waivers with member signatures in the national office.
 - b. Option 2: The PAC will transmit invoices and waiver forms provided by the ACA to PAC members holding joint memberships. The PAC will accept combined dues payments and signed waivers from members and forward their names, addresses and **SIGNED ORIGINAL** waivers to the ACA along with the ACA portion of their dues payments.
 4. Procedure for adding new Paddle America Members during the agreement period: In order to add new members to its roster during the agreement period, the PAC agrees to accept combined PAC and ACA dues payments from new members and to forward their **SIGNED ORIGINAL** waivers to the ACA along with the ACA's portion of their dues payments.
- C. Insured activities and events. The PAC agrees to meet the following requirements for insuring its activities and events:
1. Notification of PAC Activities. The PAC agrees to notify the ACA in advance of all activities to be insured, in accordance with the following requirements:
 - a. Initial Schedule of Activities: The PAC agrees to provide an initial schedule of activities as soon as possible after submission of this agreement. Schedules printed in the PAC's newsletter are acceptable if submitted to the ACA office. Schedules posted on the PAC's websites are not acceptable unless the PAC sends a link to the schedule to "insurance@americancanoe.org" and receives a personalized confirmation of receipt. Subsequent schedule changes must meet the requirements of Section II.C.1.b, below.
 - b. Schedule additions and deletions: The PAC may add activities to or delete activities from its schedule of insured activities by notifying the ACA. Additions to its schedule must be received by the ACA no later than 4pm eastern time on the business day prior to the start of the activity, and must describe the activity and state the planned venue (subject to Section II.C.1.c, below). Cancellations and deletions from the PAC's schedule must be submitted as soon as possible. Faxed notifications sent to 888-229-3792 and email notifications sent to "insurance@americancanoe.org" are acceptable if received before the 4pm deadline. Notifications sent by email will generate an auto-reply receipt confirmation.
 - c. Venue changes: The PAC may make last-minute venue changes due to weather and water conditions without notification, so long as the initial notification was timely submitted and the resulting activity complies with the ACA's Risk Management Guidelines (See Section II.C.3).
 2. Additional insured and rush fees. The PAC agrees to pay the ACA \$20.00 for each additional insured request, and a \$25 rush fee for any certificate request or additional insured request submitted within ten days of the start of any activity occurring after August 1, 2011.
 3. Risk Management and Indemnification:
 - a. The PAC agrees to conduct all insured activities in accordance with the ACA's Risk Management Requirements. The PAC understands its responsibility to comply with reasonable and appropriate safety standards in conducting its activities, and acknowledges that its failure to do so could adversely impact its insurance coverage and the ACA's insurance program.
 - b. **[REVISED]** Before entering into any written or oral agreement to indemnify, hold harmless, or assume the liability of a third party, the PAC will provide ACA with a copy of the agreement and allow ten (10) business days for ACA review.
 4. ACA membership: In order to be covered by the ACA's insurance policy, all participants must be members of the ACA. To satisfy this requirement, the PAC agrees to require all participants in insured activities and events to be ACA members in one of the following ways:

- a. As ACA Paddle America Club Members of the PAC: For members of the PAC, an ACA Paddle America Club membership in good standing satisfies the membership requirement, whether previously purchased or purchased at the time of the activity;
 - b. As current ACA Members: For participants who are not members of the PAC but are ACA members in good standing in another category (individual, family, student, introductory, life or through another PAC), the PAC agrees to accept a current ACA membership card or other proof of ACA membership in satisfaction of the participant's ACA membership requirement. (**Note:** These persons must sign a new waiver. See Section II.C.5.b, below);
 - c. As new ACA Members: For participants who are not ACA members in one of the preceding categories, the PAC may offer the option of purchasing a stand-alone (non-PAC) full-price individual, student, or family membership at current ACA membership dues rates.
 - d. As ACA Introductory Members: For participants who are not ACA members in one of the preceding categories, the PAC agrees to offer a one-time introductory ACA membership for the rate of \$15.00. Introductory members receive full ACA member benefits for a period of six months, including unlimited participation in ACA-insured activities and three issues of a *Rapid Media* publication.
 - e. As ACA Event Members: For participants who are not ACA members in one of the preceding categories, the PAC agrees to require participants to be ACA event members in order to participate in an activity. Single event memberships may be purchased for \$5.00 each. Non-refundable blocks of 25 event memberships may be purchased for \$100.00 (\$4.00 each). Event memberships are good for a single event, defined as any one of the following:
 - i. A single paddling trip lasting one or more consecutive days, not to exceed 30 days;
 - ii. A single paddling event or festival lasting one or more consecutive days, not to exceed 30 days;
 - iii. A single course of ACA instruction taught by ACA-certified instructors; or
 - iv. A single pool session. Participants in multiple pool sessions must hold at least an Introductory membership in order to avoid multiple event membership fees.
5. Waivers. The ACA's insurance policy requires PACs to obtain a signed Waiver & Release of Liability form from all activity participants. In order to satisfy this requirement, **THE PAC AGREES TO REQUIRE ALL PARTICIPANTS TO READ AND SIGN AN ACA COMBINED MEMBERSHIP AND WAIVER & RELEASE OF LIABILITY FORM BEFORE PARTICIPATING IN ANY ACA-INSURED ACTIVITY, AND ALSO AGREES TO SUBMIT THE SIGNED ORIGINAL FORM TO THE ACA NATIONAL OFFICE.** The PAC may satisfy this requirement in the following ways:
- a. For members of the PAC:
 - i. In accordance with Section II.B.2, above, by collecting a signed waiver from all of its ACA Paddle America Club members when they purchase or renew their memberships, and submitting the **SIGNED ORIGINAL** waiver to the ACA. The PAC may copy the signed waiver before submitting it to the ACA.
 - ii. On the day of an insured activity, by confirming that all members of the PAC who are participating in the activity have submitted a **SIGNED ORIGINAL** waiver to the ACA, and by requiring those who have not done so to sign a waiver before participating in the activity.
 - b. For other current ACA members: By requiring all current ACA members who are not members of the PAC to **read and sign a waiver** before participating in an insured activity. This includes non-PAC ACA individual, student, family, life and introductory members, and persons who are members of another Paddle America Club.
 - c. For new introductory or event members: By requiring participants who purchase an introductory or event membership in order to participate to **read and sign a waiver** before participating in the activity.
 - d. **Failure to submit waivers: (NEW)** The PAC understands that failure to collect and submit signed waiver forms may expose the club to monetary liability. The ACA reserves the right to require PACs that do not submit signed original waivers to the ACA to submit a \$250 waiver deposit before insuring any additional activities.

6. Event Reporting: The ACA must receive reports on all insured PAC activities in order to provide insurance coverage to all participants, and to keep insurance costs to minimum. Therefore, the PAC and its activity leaders agree to submit reports for their insured activities to the ACA, in accordance with the requirements listed below.
 - a. Activities with no non-members: For activities in which all participants are ACA members in good standing (*i.e.*, no participants purchased a membership in order to participate), the PAC must submit a report satisfying the following requirements:
 - i. The report must indicate the total number of participants in the activity (*i.e.*, a head count), and whenever possible, the number of minor participants;
 - ii. The report must include a **SIGNED ORIGINAL** waiver for each member of the PAC who has not previously submitted a waiver to the ACA; and
 - iii. The report must include a **SIGNED ORIGINAL** waiver for each participant who is not a member of the PAC. This includes non-PAC ACA individual, student, family, life and introductory members, and persons who are members of another PAC.
 - b. Activities with non-members: For activities in which one or more participants purchased memberships (of any kind) in order to participate, the PAC must submit a report meeting the following requirements:
 - i. The report must indicate the total number of participants in the activity who are current ACA members in good standing (*i.e.*, a headcount of ACA members), and whenever possible, the number of minor participants;
 - ii. The report must include a **SIGNED ORIGINAL** waiver for each member of the PAC who has not previously submitted a waiver to the ACA;
 - iii. The report must include a **SIGNED ORIGINAL** waiver for each participant who is not a member of the PAC. This includes non-PAC ACA individual, student, family, life and introductory members, and persons who are members of another PAC;
 - iv. The report must include a **SIGNED ORIGINAL** waiver for each participant who purchases a membership (in any category) in order to participate in the activity; and
 - v. The report must include payment for all ACA membership fees collected during the activity, in accordance with Section II.C.4.
 - c. Reporting procedures and due dates. Reports must be submitted as follows:
 - i. The informational portion of the report (Sections II.C.6.a.i and II.C.6.b.i, above) may be submitted by electronic mail to "insurance@americancanoe.org," so long as the email identifies the PAC and includes an activity description, date and venue. No separate form is required. Reports for multiple activities may be submitted together, so long as each activity is separately identified by description, date and venue.
 - ii. The **SIGNED ORIGINAL** waivers and membership fees must be submitted by mail or delivery service.
 - iii. Reports must be submitted to the ACA within thirty (30) days of the completion of the activity. **Reports submitted more than thirty days after the completion of an activity will incur a \$25.00 late fee.**
7. Incident reports. **Prompt notification of incidents that occur during ACA-insured activities is absolutely critical for proper claims management.** Therefore, the PAC agrees to require its representatives to promptly report any incidents in accordance with the requirements listed below. Incident reports must be submitted whether or not the person involved is a participant or a spectator, and whether or not the incident is likely to result in a liability claim:
 - a. In the case of a serious injury, the PAC's representatives must contact the insurance company's claims management hotline at (800) 566-7491 as soon as is practical after the incident has been stabilized.

- b. In all incidents, the PAC's representatives must complete, to the best of their ability, an incident report using the ACA Incident Report Form, and **must submit the report AND THE PARTICIPANT'S SIGNED ORIGINAL Waiver & Release of Liability** form to the ACA within seven (7) days of the incident. If the participant's waiver has already been submitted to the ACA, the PAC's representative should so indicate on the incident report.

D. **Limitations on Liability Insurance coverage:** The PAC understands and agrees that the insurance protection provided under this agreement is **limited to the scope of covered activities under Section I.C and that some club activities may not be covered under this agreement or the underlying insurance policy.**

SECTION III. Other terms:

A. **Payment due dates:**

- 1. Payment of the PAC dues referred to in Section II.B.1 must be submitted with this signed agreement.
- 2. Payment for individual and family memberships must be made in accordance with the option selected on the signature page, as required by Section II.B.3.

B. **Effective dates:** This agreement will be in effect from the date when both parties have signed the agreement through June 30, 2012.

SIGNATURES

(Submit this signature page to the ACA along with the forms on the next two pages)

IN WITNESS OF their agreement to the terms on pages 1 through 7 of the July 2011 to June 2012 12-Month American Canoe Association Paddle America Club Agreement, the parties hereto have caused this signature page to be executed by their duly authorized representatives as of the date written below.

FOR: **AMERICAN CANOE ASSOCIATION**

Signature: _____ Date: _____

Name: _____ Title: _____

FOR (name of PAC): _____

Signature: _____ Date: _____

Name: _____ Title: _____

Select a procedure for renewing Paddle America Members: In order to renew the memberships of its joint ACA and PAC members, the PAC selects one of the following renewal procedures (**Please check the appropriate box**):

Option 1: The PAC and the ACA will each issue separate renewal invoices directly to members for their respective portions of the member's combined dues. The ACA will provide waiver forms to PAC members with membership renewal invoices. ACA will retain completed waivers with member signatures in the national office.

Option 2: The PAC will transmit invoices and waiver forms provided by the ACA to PAC members holding joint memberships. The PAC will accept combined dues payments and signed waivers from members and forward their names, addresses and **signed original** waivers to the ACA along with the ACA portion of their dues payments.