



TNC-pol-60

Insurance Coverage

Purpose

To outline the types of insurance coverage for Club-related activities, Biathlon program participants and Directors, in addition to overall liability and general insurance coverage.

General

Telemark Nordic has liability insurance coverage for cross country skiing activities under the following group policy of Cross Country BC. It covers members for most club related activities.

Athletes participating in the Biathlon program are insured under the Biathlon Canada liability insurance.

All Telemark Nordic directors are covered by Cross Country Canada Directors and Officers Errors and Omissions Liability insurance to \$1,000,000 per incident.

In addition, Telemark Nordic is covered by a liability insurance provided by the Ministry of Forests, Lands and Natural Resource Operations. This insurance is limited to the area covered under the Management Agreement with the Ministry of Forests, Lands and Natural Resource Operations only. Therefore, it does not cover the parking lot, lodge and washroom area.

Telemark Nordic also has general insurance coverage for the buildings and equipment through Western Financial Group, Kelowna. This policy does not cover the loss or damage to personal items.

Cross Country BC Clubs Insurance

a. CCBC clubs are those that are registered with CCBC and are in good standing.

b. CCBC clubs include the following: club staff, club Boards of Directors or Executives and Officers, and club program committees.

c. Coverage is for all club registered programs/activities (e.g. coaching, officiating, competitions, pre-season activities, trail preparation and grooming, fund-raising, social events, etc.) as approved by the club Board of Directors or Executive, as well as any incidental programs conducted, and/or sponsored, and/or sanctioned by the club.

d. Coverage is also provided for all nationally/divisionally sanctioned programs/activities (as identified above) in which the club participates.

e. The club, its members, its sponsors and its programs/activities **must be registered with the CCBC Office** and **must adhere to CCC/CCBC safety guidelines**. Instructions on registration procedures and timings are explained in Section 3 of this document.

f. Coverage is extended to include venue providers (municipal, provincial or federal governments and/or private landowners) **if requested**.

g. Coverage includes grooming/maintenance of trails and track-setting done by a club, either on its own property and/or on land owned by others, provided permission is granted in writing by the landowner and kept on file with the club. When trail maintenance involves the use of a chainsaw, be advised that such activities need to be compliant with current safety standards as published by the Canadian Centre for Occupational Health and Safety. These procedures are available on their website at www.ccohs.ca/oshanswers/safety_haz/chainsaws/ and have been inserted into this manual as Appendix A. During such activities it is advisable to have at least one person on site who is qualified to administer first aid treatment and capable of developing an 'emergency action plan' in the event of a serious accident. Any questions about specific coverage are to be directed to the CCBC office for processing to CCC.

2.3.4 Conditions Relating to Coverage

a. **Use of Automobiles.** Liabilities that relate to the operation of an owned vehicle (i.e. division or club van) **are excluded**. It is important for individuals who use their vehicles for division or club activities and particularly for carrying passengers to have adequate Third Party Automobile Liability Insurance. A minimum Third Party Automobile Liability of not less than \$1 million is recommended. The member's auto insurance will defend the member, and may also include the defence of the club, CCBC and CCC against a claim arising out of the operation of an automobile while acting within the scope of duties, provided that the member's automobile insurer has been notified of and accepted the club, CCBC and CCC as additional named insureds. The non-owned automobile extension on the CCC Policy does not apply to member's automobiles (as a member is a named insured (2.1.3.a.2)). The non-owned automobile extension will defend the club, CCBC and CCC. Non-owned extension for leased/rental vehicles is limited to 60 days duration at one time.

b. Snowmobiles and Trail-Grooming Equipment. The operation of all grooming equipment (i.e. motorized snow vehicles – including quad runners - and their trailers) is included in the Policy providing this equipment is used by individuals experienced in their use and for a purpose directly related to essential club operations such as trail maintenance, safety or event management. Such activities as trail-grooming, casualty evacuation, race course inspection and deployment of race controllers or safety patrollers are recognized as legitimate uses of motorized snow vehicles and their trailers for the purposes of the Policy. All grooming equipment is included in the Policy with the exception of licensed or licensable motorised equipment which must be insured on an automotive policy. In this case any liability beyond the automotive coverage will be covered by the Policy. The insurance provided by the Policy shall not apply to any motorized snow vehicle except when used as described above.

Note: There are different rules and regulations in place by the Provinces governing licencing and insuring such vehicles. These regulations must be observed as a condition of coverage.

c. Non-Skiing Activities. Club meetings, club socials, fundraising and public relations activities are covered by the Policy. Availability of alcohol at these functions is permitted but good judgement should be used in the interests of safety and club reputation and local regulations and by-laws must be observed. Non-host bars should be avoided. Fundraisers should be of a type that is in line with the nature of cross-country skiing, and should not include activities such as car rallies that entail higher risk. Activities such as auctions, raffles, bingos, etc. are considered to be appropriate.

d. General Skiing. General club skiing by members is covered by the Policy, subject to members following commonly accepted safety practices. For example, if a club member is injured due to poor preparation of the trail, any liability action initiated would cover both the club and the person in charge of grooming.

e. Day Use by Non-Members

Day Use by Non-members on Club Owned and/or controlled land

1) **Recreational Skiing.** Day use members are covered as regular members so long as they are appropriately registered. Clubs should have evidence that such individuals are day members, e.g. day tickets printed with "Ski at Your Own Risk". Otherwise the club will not be covered on any claim registered by the day use member. The following notes provide answers to questions that are frequently posed with respect to day-use skiers:

a) Day users are considered invitees to the club trail system; as such there must be some form of registration, but the day-user is not required to sign an Informed Consent and Assumption of Risk Agreement.

b) Clubs do not need to sell or issue day passes/tickets. It is sufficient for day-users to sign their names and the date on a registration sheet at the trail-head or lodge, provided that the warning "Ski at Your Own Risk" is prominently displayed on the registration sheet and/or signs.

c) Clubs should also consider posting a sign indicating whether trails are suitable for novices and/or advanced skiers.

d) With respect to land/trails owned and/or directly under the sole control of the club it is recommended they post signs to warn that skiers who are not members or registered day-users are considered to be trespassers. Clubs are advised to consult with the actual land owner before any signs are posted along with if agreed the specific wording to be employed on any signage. Special operating procedures must be developed where trails are shared with other users such as "fat" bike; snowshoe; snowmobiles.

e) Considerable care must be taken if dogs are permitted on trails.

Day Use by Non-Members and Club Members on "open"/public lands

a) In some cases, Clubs are operating on land they do not own or have full control over, that is also open and available to the public, and the club is not permitted or restricted to post signs or to restrict public usage of the trails. Such lands may belong to Provincial, Municipal or Local Governments or may be private land owned by farmers, golf courses, etc., where the owner does not restrict access in any way to their land but makes it available to the club.

b) It is essential in all such cases for the club to determine the actual terms and conditions granted by the owner of the land granting the clubs usage of such land and in particular to ensure that any requirements and/or conditions that define such usage are in writing.

c) The actual Landowner (Government Body/Private) usually requires that the club carry liability insurance, may set out actual terms of insurance and liability and may impose restrictions on the use of the land by the Club.

We note that some clubs provide grooming and trail maintenance services with these private or Government landowners and that in most cases the landowner stipulates requirements as well as specific insurance requirements as well as requires written "hold harmless and indemnity agreement" as well as proof of liability insurance. It is wise to have any agreements in writing and to review any such requirements with CCBC and its insurers. In most cases there should be no issue.

2) Competitions

a) **Nationally Sanctioned.** The Policy requires that all participants in CCC-sanctioned competitions hosted by CCBC clubs must be either individual members (in good standing) of CCC/CCBC, foreign racers holding a race licence issued by their national association or supporting members of CCC/CCBC. Skiers not falling within one of these categories must not be permitted to race as this may cause the Policy to be invalidated and expose the host club to liability.

b) **Divisionally Sanctioned.** Competitors who are not CCC/CCBC members and who compete in a divisionally sanctioned competition hosted by a CCBC club may be considered as "additional Named Insured" for the duration of the competition for which they have signed an Informed Consent and Assumption of Risks Form, *provided that the club and CCBC have defined "member" to include such individuals.*

f. **Informed Consent and Assumption of Risk Agreement.** All club members and participants in club-hosted events, programs and structured activities must have signed an Informed Consent and Assumption of Risk Agreement.

1) **Informed Consent and Assumption of Risk Agreement.** Form #1. Note that all CCC racing license holders do not need to sign an Informed Consent and Assumption of Risk Agreement for events or competitions while the CCC racing license is valid.

2) Once signed, **Informed Consent and Assumption of Risk Agreement** (for non-license holders) must be kept on file by the club for a minimum of three (3) years. By signing the Consent and Assumption of Risk Agreement, both the member/participant and the club formally acknowledge that there is some element of risk or danger associated with the activity and/or the event.

g. **Unauthorized Use of Club Trails.** The Policy provides for protection against claims initiated by non-members who trespass on club trails.

h. **Pre-Season Training.** Pre-season training for athletes includes the following activities: running, hiking, roller-skiing (as described below in Notes), rollerblading, road cycling (as described below in Notes), organized games such as soccer, hill/track intervals, weight and resistance training, off-season glacier skiing. Other activities may be covered but contact the CCBC office first to ensure the activity would be covered in the policy.

3) Notes Regarding Cycling

a) Second and third party liability coverage is extended to "road cycling" **training** activities as prescribed by a coach regardless of the type of bike used in that activity.

b) Coverage under the Policy is extended to supervised training activities, regardless of the type of bike used in the activity.

c) Recreational cycling (road bikes only) of athletes/members, is covered when done as a supervised **training** activity in groups.

d) In no case does the Policy cover "competitive biking" (any type of bike) for events or time trials.

i. **Back Country Skiing and Overnight Camping.** The coverage provided by the Policy in these general areas is as follows:

1) **Out of Town Tours (Including Overnight Camping).** Club-approved and organized ski excursions that go "out of town" and/or beyond a tracked trail system, including overnight camping, fall into this category. Such excursions are considered to be a **regular** club activity and are covered by the Policy. These activities should be listed and submitted each year to the CCBC Office on the club calendar that is sent in with club registration. Section 2.4 of this manual explains the safety considerations that apply. Notably, these types of touring activities require a club approved and designated leader with suitable qualifications.

2) **Mountain Touring (Including Overnight Camping).** These activities are also covered by the Policy, but are considered to be **special** activities because of the increased risk. They require additional precautions in order to meet the Insurer's standards. Suitably qualified tour leaders must be identified and approved. If there is any risk of avalanche **at all**, or any other risk that could be considered greater than normal, the trip must not only have club approval but also suitably qualified leadership certified by a recognized Canadian agency specializing in back-country skiing. In all cases, the activity must be properly identified and registered with the CCBC Office on Form #2. To err on the side of caution, special approval should be sought from the Insurer if there are any doubts about risk or the qualifications of the tour leader.

3) **High Risk Activities – e.g. Mountain Climbing.** These activities **are not** covered by the Policy.

j. **Snowshoeing activities.** These activities are covered by the Policy provided they are part of the club's normal activities.

k. **Nordic walking or Nordic hiking activities.** These activities are covered by the Policy provided they are part of the club's normal activities.

Housekeeping

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