

Sound Advice for Functions & Events



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Please note: This booklet is designed to provide general information about special events based on our many years of experience in handling claims and lawsuits against nonprofit organizations. This booklet is not intended to offer legal advice or counsel. The information contained in this booklet does not alter the terms of any insurance contract or the law of the jurisdiction which is the site of any potential claim or suit. It is the terms and provisions of your insurance contract which provide the scope of the applicable coverage. Because the areas of law constantly change, those using this booklet should not rely on it as a substitute for independent research.

How to Use This Booklet

This booklet was developed from what we at the Nonprofit Insurance Alliance Group have learned about claims against nonprofits from the fundraisers and other special events that they have held. It is not an exhaustive list of everything you need to know to hold safe events. It is simply a brief overview of some ideas that we hope will help you plan your events and that will also minimize the chance that those attending one of your events will be injured.

You will note that certain words in the text are underlined with a number in brackets next to them, like this [12]. This indicates a topic which is discussed elsewhere in the booklet in more detail. The number in brackets is the page number where the discussion begins.

Throughout the booklet we use the word “insurer” to mean the company that takes in premium dollars and pays out money to defend and settle claims. Whatever the form of the “insurer,” the word is used interchangeably. However, in some cases where we express our company philosophy or where we refer to a service we offer that other “insurers” do not, we use “Nonprofit Insurance Alliance Group” or “the Group” instead of the more generic, “insurer.”

Also, references to “attorney” in this booklet mean an attorney who has been hired by your insurer to represent you and/or your organization in a lawsuit. In all cases, we have referred to the individual who places coverage with an “insurer,” the intermediary, as the “insurance broker.” Some folks may also refer to that person as their “insurance agent.”

Sample checklists and forms are provided in Appendix A at the back of this booklet. Use these samples as a guide to help you develop tools appropriate for your specific needs. Members of the Group can access these forms on the secure member website.

Introduction

Almost all nonprofits have special events. They raise awareness about vital causes and raise funds to cover some of the costs of service delivery. Common types of nonprofit special events include dinners, auctions, fairs and festivals, home and garden tours, tournaments, sporting events, and walkathons. It is important to choose an event that fits your nonprofit’s existing resources and advantages.

Making the decision to have an event involves certain risks. While there’s no way to know exactly what might come up, you need to consider certain possibilities and identify what measures you will take to mitigate any and all possibilities. Purchasing insurance is just one way to manage risks. Good prior planning, which includes safety and emergency procedures, appropriate documentation, and adequate staffing and security can both mitigate risk and reduce insurance costs. Not planning ahead can have a huge impact on both your reputation and your financial stability.

Whether you’re the person who just got the next special event dropped in your lap or a trained risk manager, we hope this booklet will help you with planning. Your employees, your clients, and your communities deserve your best effort to ensure their safety. Remember, your special event is a direct reflection on the operation of your organization.

Chapter 1

Planning the Event

The success of your event depends largely upon what goes on behind the scenes in the months or weeks leading up to it. Determining your risk management objectives in the planning stages will help guide the process of planning and managing the event. Specific risk management goals may include: prevention of injury; operating legally and in compliance with agreements between facility owners and service providers; meeting financial goals; avoiding event cancellation; and fulfilling social responsibilities related to your mission.

People are the key to a successful special event. One person can't pull off an event alone, so organizing a special event management team is important. Identify all the activities that need attending to and create a simple and responsive model. For example:

- **Event Director:** Provide overall leadership, responsibility, direction and control for the event; handle media/public information; take on overall responsibility for event safety
- **Operations Coordinator:** Oversee services and activities involving attendees/participants; handle all things related to the venue (food & beverages, seating, trash, restrooms, etc.)
- **Safety Coordinator:** Oversee risk management (including rescheduling/relocation planning) and emergency response/first aid; handle status and incident reports during the event and post event evaluation
- **Logistics Coordinator:** Handle contracting with vendors who provide supplies/services; coordinate services for event staff and volunteers
- **Finance Coordinator:** Oversee registrations, sales and donations; take on insurance coordination and claims reporting

For smaller events or activities, the functions of these positions can be managed by one or two individuals. However, larger events would require assigning primary functions to each member of the team. As the event grows in complexity and size, you need to add additional people to the team.

To figure out what needs to be done and by when, work backwards from the day of the event. Creating a checklist that is broken down by timeframes and what activities need to be handled will help keep you on track and minimize the possibility of missing a key element.

Your Event Blueprint

An event should be planned with the purpose in mind, as well as the needs and characteristics of the participants and the capabilities and resources of the agency. You need to answer a few other questions before considering the obvious question, "where should we hold the event?" These include determining what type of location will be needed for the types of activities and events you plan to offer. You will also need to estimate approximately how many participants you expect and what special needs they may have. The following are a few key areas of risk your committee should consider when planning:

Food Service

Nearly all special events involve refreshments. The location you select must have adequate preparation, storage and refrigeration facilities for the type of food you intend to offer. Will your employees or volunteers prepare the food, or will you have a vendor or independent contractor [13] provide it? Are there health tests required for those who will be handling food? Will employees/volunteers be knowledgeable about the potential for food spoilage and contamination? Are any permits required to provide food service? The risk of food poisoning and contamination is real and special precautions should be taken with all food handling and service.

Alcohol

Is your nonprofit planning to serve alcohol? Make certain that the location you choose allows alcohol to be served and inquire about any special requirements (i.e., licensed bartender, someone checking identification and/or limiting the amount of liquor that can be served, etc). Review local and state laws regarding the sale and consumption of alcohol. You may need a special license or permit to serve alcohol during your event. If you are not a member of the Group, ask your insurance broker to determine whether your insurance covers events where alcohol is served.

Develop controls to ensure underage and intoxicated guests aren't served. Should you have a procedure in place to check IDs? What will you do if one of the guests becomes intoxicated? Should you consider having a vendor or independent contractor [13] provide the alcohol?

Always serve food when you have alcohol. If your guests are drinking on an empty stomach, the alcohol will impact them harder and faster. Serve more food and non-alcoholic drinks towards the end of your event, and set a "last call" an hour before the event ends to lessen the likelihood of an intoxicated guest getting into a vehicle.

Entertainment

When having contracted entertainment, keep in mind the need to obtain proper certificates of insurance [12] from your vendors. Otherwise, your organization could be held financially responsible for any damage caused by the entertainers. For example:

A nonprofit hired a band to play at a fund-raiser dance. During the course of the evening, some of the band's equipment ripped several holes in the fine white wool carpet of the home that had been donated for the event. The band did not have insurance and the nonprofit was held responsible for the damage. Remember, you will often not be in a position to control the actions of the vendors you hire. Part of the cost of hiring them should include their cost to maintain adequate insurance, which will help to protect you in case they are negligent.

Transportation and Parking

When considering the location of an event, determine what will be the most common mode of transportation used by those attending your event. Will you have to make any special considerations for parking? If you use your own employees or volunteers, be sure they are properly trained and have proper equipment, such as flashlights, reflective vests and radios. Also make sure that the lighting in the parking area is adequate for the safety of your parking aides and attendees. If you use a nontraditional parking area like a grass field, check for any slip and fall hazards. Consider safety and traffic flow of the parked cars.

The auto insurance carried by your nonprofit will likely not cover damage to vehicles that are not owned or operated by your agency. Advise people that they park at their “own risk” and that you are not responsible for damage to vehicles at the event. If there is a serious vandalism or theft threat in the parking area, you can hire an outside security firm to patrol the area. As with any vendor [13], make sure that the security firm is adequately insured and names your agency as an additional insured [11].

Security and Crowd Control

Security firms may be necessary for large groups. They can be useful for general crowd control or may be necessary to escort troublemakers, intoxicated attendees, or suspected thieves or vandals away from the event. Security professionals should be hired to handle these types of situations. Do not assign volunteers to this type of sensitive work. You should determine in advance of your event if hiring an independent contractor, [13] who is adequately trained and insured for this type of security duty, is warranted. Even in small groups, crowd control is important. Your event team should be on the lookout for potential problems and know who is responsible for handling them.

Special Needs

For every event, you should plan for and expect to accommodate individuals with special needs. For example, if your event is primarily designed for children, view the location with a special eye toward active, busy, inquisitive kids. You might even need to determine if there are ways to limit access to various parts of a venue. Take care to avoid locations with access to bodies of water and rugged territory, unless you have adequate supervisory staff available and means to limit access to these areas.

Many nonprofits make the mistake of only planning to meet the needs of known attendees with disabilities. While it is appropriate to ask people signing up for your event if they have any special needs, it is not appropriate to ignore the importance of holding an event at an accessible venue. Before you decide on a location, take care to determine what features may make it inaccessible to someone with special needs. If you need some guidance in this area, we suggest you contact an organization in your community that specializes in ADA compliance. Following is an example of what could happen if you do not plan appropriately:

A nonprofit planned a special outing at a park for the local community. They did not notice that the only entrance to the park was a path that crossed a narrow gauge railroad. An individual in a wheelchair was unable to cross the railroad tracks and filed a lawsuit alleging that the nonprofit discriminated against persons with disabilities.

Staffing Needs

Even before selecting the site of the planned event, you should make an estimate of the type and expertise of staff and volunteers who will be available to help. Review the activities and services you plan to offer, including food, entertainment, parking, security, maintenance and monitoring of the premises, clean-up, safety and first-aid. The number of staff and their duties will be determined by the event and the participants. Always consider the special needs of your participants. Honestly assess whether you will be able to secure the help you need for the event. If not, reconsider the scope of your event.

If you are providing a sit-down event, it is typically recommended that two staff or volunteers be assigned per eight to ten attendees. If your event is something similar to an outdoor fair, seven staff members per 100 attendees may be sufficient. However, you want to keep in mind that these are not hard and fast numbers. You need to establish a staff/volunteer to attendee ratio, based on the type of event and specific activities.

As you plan for the event, you will need to assign individuals to specific tasks. Assess the skills of your team and try to fit the person to the task as much as possible. It is important to get a firm commitment from those who have volunteered their time and energy. Important jobs should be filled from those committed to the project. Don't rely on last minute volunteers to fill critical positions. It's also a good idea to have alternate or extra volunteers to cover for people who signed up to help but don't show up for the event.

Lost and Found

You should plan ahead for the safety of belongings for both your participants and volunteers. Signs should be posted reminding guests to keep track of their valuables. This is especially important in bathrooms and other rest areas. If the agency is providing a coat check area, someone should be there at all times. A sign advising guests that they leave their belongings at their own risk should be conspicuously placed. Despite all the reminders, guests will inevitably lose things, so plan for a secure lost and found area to store items until they are claimed.

Selecting the Location

Finding a location that's pleasant to spend time in, is convenient to your guests, offers the services and amenities you need, and fits within your budget is key to the success of any event. Once you have thought through the key criteria you require in a location and you know what special features you will need to have we suggest you create a checklist, which will assist you in evaluating the suitability of potential sites.

Whether you have an outdoor or indoor event, you should visit the proposed facility, taking special note of the overall condition of the 'space' and its appropriateness for the planned activities. It is best to visit the venue at approximately the same time your event will take place. Take note of lighting, traffic patterns, parking, and any other things that could impact your event.

Are any permits required for the location? What are the lease requirements regarding hold harmless agreements [9] and insurance?

Outdoor Events

If you are planning an outdoor event, you will have some special considerations. Will there be ample places for people to get out of the hot sun? Is inclement weather a consideration? Is the terrain of the event location you are considering appropriate for all anticipated participants? Are there any special hazards at the location or on the adjoining lots? Are there ample sanitary toilet facilities, including facilities accessible to the disabled?

To illustrate some of the unanticipated problems you may encounter with outdoor events, consider the following example:

An outdoor fundraiser was planned, which included dinner and dancing. The tables were set up on the lawn, which surrounded the portable wooden dance floor. During the

night prior to the event, the automatic sprinklers turned on and watered the lawns. The day of the event was warm, but not hot, and the lawn did not dry thoroughly. One of the attendees strolled across the damp lawn with her partner, stepped onto the dance floor and fell and broke her ankle. The fall was caused by the water that had been tracked off the grass and onto the wooden dance floor.

The nonprofit holding the event was found negligent for not turning off the automatic sprinkler, failing to keep the dance floor dry and failing to warn guests that the grass was wet.

Indoor Events

If the event will be held indoors, you need to visit the proposed facility, taking special note of the overall condition of the building and its appropriateness for the planned activities. Is it the right size? Is the floor surface suitable for the planned activities? Are there ample, well-marked exits? Are fire extinguishers up to date and easily accessible? Are there smoke detectors with active batteries? If there are stairs, are they well lit, with stable railings and non-slip surfaces? When you have a good idea of the type of event you want to hold and believe you have found the right location, turn to the next section. It is designed to help you negotiate the necessary paperwork to secure the location and any vendors you want to have at the event.

Chapter 2

Legal Considerations

Certainly a small booklet like this cannot give your organization all the information it may need to make fully informed legal decisions when planning special events. However, in this chapter we offer some basic vocabulary and principles to assist you in negotiating and making sound decisions and to help you recognize when you truly need professional legal advice.

This entire booklet focuses on how to make your special events safer, and thereby reduce the possibility of injury or loss. However, as we all know, accidents sometimes happen, despite careful planning and numerous precautions. The agreements you make prior to the event may dictate who is legally responsible for any injuries.

The most common document containing risk allocating language is the lease. Rental agreements usually include hold harmless agreements. Some contain additional insured endorsement requirements and waivers of subrogation. In this booklet, we use the rental agreement as an example to discuss these legal concepts and provisions. However, you could very well find these same terms in other contracts. The basic concepts and definitions remain—they are simply applied to a different set of facts. If you have questions about a contract and the potential effect of its terms, you should contact an attorney for legal assistance.

Hold Harmless Agreements

A hold harmless is an agreement between two parties stating that one party will assume the risk of legal liability associated with an event for the other party. It is a risk transfer mechanism. Usually a landlord will include hold harmless language in a lease to protect him or her from being sued as a result of the event occurring on his or her property. Funders, such as governmental

agencies, may also require a hold harmless agreement so that they will not be held responsible simply because they fund an event.

The requirement that a hold harmless be signed by the nonprofit is increasingly common. However, you can protect your nonprofit by reading the language and verifying that you have not unwittingly accepted more risk than is appropriate under the circumstances. The following accident took place at a thrift store, but it is an excellent example of the problems associated with a broad hold harmless agreement:

The nonprofit rented a building in which to operate a thrift store. The lease contained a broad hold harmless agreement, wherein the nonprofit agreed to assume all risk for any injury which occurred on the premises. There had been an extensive amount of rain and the landlord had neglected to clean the gutters. One day, during normal business hours, the roof on the building partially collapsed due to the buildup of water in the gutters. A woman was injured trying to escape the collapse, and she filed a suit against the nonprofit and property owner. The owner wanted the nonprofit to defend him and pay the injured woman based on the hold harmless agreement. In the end, the property owner took over the defense of the lawsuit for the nonprofit. Unfortunately, a significant amount of money had already been spent defending the nonprofit. A properly worded hold harmless agreement could have resolved the liability issue much more efficiently.

The lesson learned here is, *if you must assume risk, assume risk for those things over which you have control.* If the nonprofit had been responsible for the maintenance of the building, including the roof, then this type of broad hold harmless would have been understandable. In this case, the nonprofit was not responsible for maintenance, so its agreement to hold the landlord harmless for any injury occurring on the premises was too broad.

This lesson can easily be applied in the context of a special event, where the nonprofit is requested to sign a contract for use of a building or outdoor facility. Before signing a contract containing a hold harmless agreement, always ask yourself whether you are in a position to prevent or control losses covered under the agreement. A venue contract will normally contain a hold harmless provision, but it is rare for the venue to disagree with modifying it. It is acceptable to strike or modify language on legal documents, as long as both parties sign or initial the changes.

On the other side of the hold harmless issue are the agreements you should require from vendors and subcontractors. In these documents, the signer agrees to hold the nonprofit harmless in the event of an accident arising from their operations. Here is the story of one nonprofit's experience when they forgot to have a vendor sign a hold harmless agreement:

The nonprofit held an outdoor fair with vendors. One vendor, a hammock maker, displayed his hammocks in front of his booth. A woman decided to try out the merchandise and attempted to climb into a hammock. She leaned too far to one side, the hammock flipped, and she landed on her side on the ground with an alleged injury to her neck. She filed a suit naming the vendor and the nonprofit. The hammock vendor did not have insurance and had not signed a hold harmless agreeing to defend and indemnify the nonprofit, so the nonprofit's insurer was left paying the settlement and attorney fees.

Keep in mind that a hold harmless agreement signed by someone without means to pay for damages is largely worthless. Proof of insurance or other financial resources backs up the promise to hold your organization harmless. We discuss this issue further in the section that follows.

Additional Insured Endorsements

Additional insured endorsements are probably more important than hold harmless agreements. These endorsements are additions to an insurance policy, which have the effect of adding the name of the endorsement holder to the list of insureds under the policy. A hold harmless agreement is a separate agreement between the parties, while an additional insured endorsement is a modification of an existing contract between the insurance company, or risk pool, and the insured person or organization. For example, the venue where you are planning the special event may require that they are added as an additional insured under your insurance policy. If your nonprofit and the venue are then sued as a result of an accident during the special event, typically your policy will be the primary insurance covering the accident on behalf of both the nonprofit and the venue.

Here again, we can view this issue in reverse and see the value of requiring that the nonprofit be named as an additional insured on the policies of vendors and cosponsors. If the nonprofit is sued as a result of the activities of the vendor or cosponsor, then the nonprofit will be protected by the insurance policies issued to these other persons, businesses or organizations.

Certificates of Insurance

A certificate of insurance is a piece of paper that provides evidence that an individual or an organization has purchased insurance. It typically lists the insurance company, the types of coverage purchased and the limits of coverage. Unlike an additional insured endorsement, it does not confer any rights on the certificate holder. Also, it only serves as evidence that the person or organization had insurance at the time the certificate was issued. There is no guarantee that the insurance has not subsequently been cancelled or non-renewed.

Waivers of Subrogation

By signing a waiver of subrogation in a rental agreement, the signer relinquishes his or her right (and that of his or her organization) to seek reimbursement from the venue in the event that they (the venue) are legally responsible for an accident; therefore, the nonprofit or its insurer must pay the damages. Many times these waivers are included in rental agreements and your booking contact may not understand them. If you are faced with signing a lease or other contract containing a waiver of subrogation, you should request that it be stricken. If the venue is unwilling to do this, suggest that it be amended to become a mutual waiver. In that case, both parties waive their right of reimbursement and agree that each will bear the cost of its own negligence.

Vendors and Other Independent Contractors

A nonprofit will often invite vendors to participate in the organization's special event. Vendors may sell food and beverages, or perhaps arts and crafts, such as the hammocks in the preceding case study. Vendors are an example of independent contractors. In addition to vendors, nonprofits may hire independent contractors to provide other necessary activities, such as security or clean up. If the activity requires a license, such as a security operation, be sure to check that the license is current.

Independent contractors should sign hold harmless agreements, [9] protecting the nonprofit, and should carry their own insurance. The independent contractor should provide evidence of this insurance coverage by providing you with a certificate of insurance [12]. If the independent contractor is one that the nonprofit does business with regularly, or is providing an essential service, the nonprofit should request that it be named as an additional insured [11] on the independent contractor's insurance policy.

If the independent contractor does not carry insurance, then your organization is placed at risk by its operation. Also keep in mind that your nonprofit's general liability insurance policy will not protect the independent contractor in the event of an accident arising out of its operations. Even though the nonprofit may not be at fault, it could still be pulled into an expensive and time consuming lawsuit, such as the nonprofit in our hammock story, if its vendors are not properly insured for both liability and workers' compensation.

Here is another example of a nonprofit faced with a lawsuit because its independent contractor was uninsured:

A nonprofit rented a building. The entry area was dirty, so the nonprofit hired a local cleaning company. The cleaner came and scrubbed the floor and left it wet, without any signs indicating that it may be slippery. A woman walked into the building and slipped on the wet floor breaking her knee. The nonprofit was held financially responsible for the woman's medical bills because warning cones were not used. If the cleaner had carried insurance, his or her policy would have probably picked up most of the damages. Also, if the vendor had named the nonprofit as an additional insured [11], the cleaner's policy would also have defended the nonprofit. However, since the cleaner was uninsured, the nonprofit bore the cost of everything.

Participant Waivers

A participant waiver is a type of hold harmless agreement [9], but it is specifically written to protect the nonprofit from the potential claims of those expecting to participate in a specific event. Typically, waivers are used when minors are involved in school or camp activities. The minors' parents or guardians are required to sign the document agreeing to release the nonprofit from any responsibility for injury to their child, prior to the child's participation in an event. They are also used in both youth and adult athletic programs to protect the programs from lawsuits due to sports injuries.

A participant waiver should be used in any event where the nonprofit can identify the persons participating in activities prior to the event. However, waivers never absolve a nonprofit from liability for injuries directly caused by the organization's own negligence.

Nonprofit managers often ask whether waivers will "hold up" in court. The legal effectiveness of a waiver depends on a number of factors. For example, broadly written waivers that do not specify the risks of an activity can be stricken by the courts. In addition, waivers given to a participant moments before an activity begins are likely to be stricken as coercive. Courts in states throughout the country take a different approach to waivers. In some states, the courts will enforce them if they meet stringent requirements. In other states, waivers are subject to rather lenient scrutiny and are generally upheld. However, even in jurisdictions where waivers are unenforceable, they are often effective and worthwhile as warnings about the danger of participating in a certain activity. Individuals who have been warned about specific danger are more likely to be careful.

Keep in mind that if you use waivers they should:

- Be written in clear and understandable language
- Specify the organization or organizations protected by the waiver
- Be truthful and not contain any fraudulent statements, such as "we do not carry insurance, so you might as well waive your rights..."

- Be appropriately titled - “Waiver and Release” is appropriate, while “Sign-Up Sheet” is not
- Be easy to read, with reasonably sized type

CAUTION:

1. Remember that someone being asked to sign a waiver should always be provided with an opportunity to read the document and ask questions.
2. In all cases, a nonprofit intending to use waivers and releases should seek legal review of these documents before they are used.

Co-sponsored Events

Many special events are the product of collaboration among several co-sponsors. These co-sponsors may be two or more nonprofit organizations or may include a city, county or special district. The legal agreements made in advance of cosponsored events can be critically important if there is an injury at the event. Frequently, the strongest party in the negotiations will try to impose additional liability on the weaker parties. Before signing any type of agreement with a co-sponsor (including hold harmless agreements or agreements which require you to name the co-sponsor as an additional insured), make sure you are not taking on undue responsibility. True co-sponsors should share responsibility for liability in proportion to their control over the location where the event is held and the activities conducted at the event.

Chapter 3

The Day of the Event

It is early morning on the day of the event and your team has worked hard to plan the event with safety in mind. All the arrangements have been made for the food and entertainment. Vendors have been hired and insurance certificates have been received and approved. Even the hold harmless language in the rental agreements has been reviewed and signed. That doesn't mean your work is complete. It's the big day- get down there and check out the set-up before anyone arrives! There still is much to do!

Before the Event Begins

On the day of the event, the location will be buzzing with the activity of staff, volunteers and vendors setting up. What a contrast from the day you selected the site! As tables and chairs are placed, food is prepared and vendors arrive. That once large space may get rather crowded. The Safety Coordinator should inspect the site during the set-up and once the work is complete (but before any guests arrive). If possible, they should take a couple of photos to document the setup. The following example illustrates just one of the hazards that the Safety Coordinator should be looking for:

Parents and children attended a special event in the neighborhood school's cafeteria. All of the attendees were supposed to be seated around tables, but some of the children were running between the tables and around the periphery of the cafeteria. A table was set up on the side to serve refreshments. Coffee was available from a 32-cup electric coffee maker. The serving table was pulled away from the wall so a volunteer

could stand behind the table. The coffee pot cord stretched from the table to the wall plug. The volunteer was called away from the serving station and some children ran behind the table. One of the children tripped on the cord and 32 cups of scalding coffee drenched one of the children. Though burned, the child was saved from serious permanent injury by a fast-thinking staff member who grabbed the child, ran outside and put the child under a hose.

There are lessons to be learned here about the safe placement of coffee pots, but also about the training of volunteers and staff members. Each person stationed at a location at an event should understand the importance of being alert to any hazards that may exist.

Here is another example where a little foresight could have averted serious injury:

The room was set up for a night of bingo. Since the floor was a slippery smooth concrete, a thin indoor/outdoor type carpeting was laid out where people would be walking. The chairs and tables were then set out over the carpeting. Even as the chairs were being set out, you could see the thin carpeting start to buckle and wrinkle, but either no one noticed or no one understood the hazard. Soon after the game started, an elderly woman got up to get refreshments. She tripped on the carpet and broke her hip. The nonprofit was faced with a very expensive claim and the woman may never walk again.

In this case, the location may simply have been unsuitable for the type of activity conducted. If the slippery concrete had to be modified, either a safe solution should have been found or else a different location used. Free or inexpensive rent may not be the gift it appears to be if serious injury and a major lawsuit are the end results of the event.

The variety of special events is too broad and the number of potential hazards too numerous to cover them all here. However, armed with little more than a simple checklist of key items and a keen eye for potential hazards, an alert Safety Coordinator can accomplish a lot with a brief review of the premises shortly before guests arrive.

During the Event

Your Safety Coordinator should remain at the facility throughout the entire event. If a task needs to be accomplished off-site, someone other than the Safety Coordinator should do it. Persons designated to run errands should not hold important on-site responsibilities.

The Safety Coordinator is the leader of the risk management team, and needs to rely on the work of a Safety Crew to keep the premises in good order during the event. The next case study shows how important this is:

The annual dinner dance given by this nonprofit was a well-attended community event. The event was always held in an armory with tables and chairs rented from a local hotel. The food was prepared in the kitchen and served buffet style, from tables along the sides of the room. The hors d'oeuvres of salami and cheese were set out, and the guests helped themselves. The Safety Coordinator had organized a Safety Crew that circulated through the room every 30 to 45 minutes to look for food on the floor which might present a slip and fall hazard. Just prior to dinner, one of the guests slipped and fell, injuring her wrist. She looked down on the sole of her shoe and found a piece of cheese that had fallen off someone's plate. The nonprofit was ultimately found to be only minimally responsible for the accident because they had established and carried out clearly defined clean-up procedures.

Sponsors of events such as this are not expected to keep their floors completely free of food at all times. However, a court could reasonably expect that a sponsor will monitor activities and clean up on an ongoing basis. Safety Crews should be specifically designated and required to walk the entire area every half hour or so. If they find a spill, it should be cleaned immediately and a warning cone should be displayed until the area is dry. Members of the crew should also periodically check lavatories to make sure that toilets and sinks are functioning correctly and that there is no water on the floors.

Documentation of your clean-up procedures is almost as important as clean-up activities. Although the nonprofit in the last case study had good procedures, it was not able to end the litigation quickly, in part because the clean-up procedure was not well documented. Clean-up procedures should be written and posted with the names of responsible staff. When the event is over, these lists should be stored in a file. If you took photos of the area prior to or during the event, file these as well. In this last case, the layout of the tables became a major issue in the lawsuit and everyone had a different recollection. A photo could have easily solved this particular problem. Remember, any and all documentation could become very important if litigation arises out of any accident at the event.

Clean-up After the Event

Though the least appealing of the many tasks involved in sponsoring a successful event, clean-up must not be neglected. A Clean-up Crew should be designated prior to the event, as enthusiasm for the work after a long day is unlikely to be high. In particular, the Clean-up Crew should be warned to take special care around glass, to watch for wet or otherwise slippery spots from spills on the floor, to be careful when lifting, and to watch for pinching hazards when disassembling folding tables and chairs. The Crew should be informed about the proper disposal of trash and the care and refrigeration of any perishable food. They need to remember to turn off appliances and faucets, secure windows and switch off all lights. One individual should be responsible for making sure all work is completed, that the site is left in safe condition, and that the location is securely locked.

Chapter 4

If an Accident Happens

Good planning and common sense go far towards reducing the likelihood that someone will be injured at an event you sponsor, but accidents may happen despite all of your precautions and planning. Although they cannot be completely eliminated, it is possible to decrease the severity of many injuries with planning and teamwork.

Emergency Preparations Before the Event

Prior to the event, the Safety Coordinator has appointed a Safety Crew to assist in the planning and execution of many important safety-related procedures and activities. Part of this group is the Incident Management Team (IMT). Like the Safety Coordinator, this group must be present throughout the entire event.

The size of the IMT will depend on the size of the event and the activities planned. At a minimum, it should include a person trained in first aid and a back-up. If, due to the size of the event, additional members are necessary, it may be valuable to rent walkie-talkies to facilitate communication.

The person trained in first aid and the back-up should know CPR and the Heimlich maneuver. In addition, they should have basic knowledge of first aid for sprains, breaks, cuts, shocks, burns, and dehydration or sunstroke (if it is an outdoor daytime event). Depending upon the size of the event, you may wish to consider engaging the services of an independent contractor, [13] such as a nurse or emergency medical service, to be on hand for the entire day.

The kitchen is a common site for accidents, so that may be the best place to house your first aid kit. In addition to the kit, the Safety Coordinator should be sure that there is a fire extinguisher and flashlight available. Do not assume they are operable—take a moment to check the gauges and batteries.

Also, before the event starts, make sure that phone numbers for all local emergency facilities, such as ambulance, fire department and police department, are posted beside the telephones. In fact, if you expect a large crowd, you might want to alert the police and fire departments with a pre-event call.

Emergency Procedures at the Event

The Safety Coordinator and the person(s) trained in first aid should be contacted immediately in the case of an accident. They can assess the situation and decide on an appropriate response. The back-up should also respond to all calls for assistance by picking up the first aid kit and taking it to the scene. The back-up person may also be called upon to go for additional help or supplies. Of course, in any serious situation, 911 or the applicable local emergency number should be called immediately.

It is important that someone with authority, presumably the Safety Coordinator, make intelligent and educated decisions during a time of emergency. The response to the emergency should be timely and appropriate for the injury. Once the injured person is cared for, steps should be taken to assure that other injuries of this nature are avoided.

Incident Reporting

An important aspect of accident response is reporting the incident for future reference. If an accident occurs, the Safety Coordinator must be sure that there is a report. A sample form for that purpose is located in the Appendix of this booklet, and it should be completed for every accident and filed with any pertinent information. A list of the names and phone numbers of witnesses should always be included, as well as photos of the site of the incident, if possible. If there is a claim presented later, or a lawsuit filed, there should be sufficient information in the file to begin the investigation of the case.

Follow-up

All incident reports, whether or not an injury occurred, should be maintained in the agency's files. Whether or not it is likely that the injury will result in a claim against the nonprofit, it should be reported to the nonprofit's insurance broker so they can report it to the proper insurance company

or risk pool. The insurer will determine whether additional investigation is necessary.

The Safety Coordinator may also want to follow-up with anyone injured at the special event to express concern for the individual and inquire about the injury. While the Safety Coordinator should not make promises of payment for the injury, many small claims may be averted simply by demonstrating concern for the individual. A little compassion will go a long way.

Chapter 5

Conclusion

It has been our experience at the Nonprofits Insurance Alliance Group that a little planning, a lot of common sense, and a thorough review of the location of the special event—before the participants arrive—can go far toward averting accidents. With a critical eye, the “Safety Coordinator” can anticipate many potentially hazardous conditions.

However, the job of safety is never the Safety Coordinator alone, as they cannot be everywhere at once. Each staff member or volunteer involved in the special event should be encouraged to look at the premises and activities of the event through a lens of safety. It really isn’t any more difficult to conduct events safely; it is, however, a lot more satisfying.

Remember, something will go wrong. It might be minor, or it might be major. Having a thoughtful plan in place is critical. It’s not necessarily about the crisis itself, but how an organization responds that people will remember. Managing special event risk requires a balance of awareness, planning, diligence and teamwork. The time invested on risk management is well spent and certain to contribute to a successful event.

Sample Forms

These forms are provided to help you plan safe special events. They have been developed to be suitable for many special events, but might not be appropriate for your specific activities. You should seek review of a final draft of any form your organization develops from this material by legal counsel prior to use.

The following sample forms are included:

- Location Selection Checklist
- Hold Harmless Agreement
- Participant Waiver and Release
- Incident Report Form

Any forms developed from this sample should be reviewed by an attorney who knows the specific purpose for which the form may be used.

Location Selection Checklist

Outdoor Events

YES NO

- Is it accessible to those with disabilities?
- Is there shelter from sun and rain?
- Is terrain appropriate for anticipated participants?
- Any special hazards at the location?
- Any special hazards on the adjoining lots?
- Is there adequate lighting for evening?
- Are there adequate sanitary toilet facilities?
- Are the toilet facilities accessible to those with disabilities?
- Are there gopher holes or areas of uneven terrain?
- If there are sprinklers, when are they scheduled to turn on and off?
- Are parking facilities convenient and well-lighted?
- Any permits required for this location?
- Are the rental/lease requirements acceptable?
- Other _____

Indoor Events

YES NO

- Is the size appropriate for your event?
- Is the building adequately maintained?
- Are adjoining areas and parking lot adequately maintained?
- Is lighting adequate inside?
- Is lighting adequate outside?
- Are all areas accessible to those with disabilities?
- Are there adequate sanitary toilet facilities?
- Are the toilet facilities accessible to those with disabilities?
- Is the floor surface suitable for the planned activities and anticipated attendees?
- Are there ample, well-marked exits?
- Are fire extinguishers up to date and easily accessible?
- Are there smoke detectors with active batteries?
- If stairs, are they well-lit, with proper railings and non-slip surfaces?
- Any permits required for this location?
- Are the rental/lease requirements acceptable?
- Other _____

Any forms developed from this sample should be reviewed by an attorney who knows the specific purpose for which the form may be used.

HOLD HARMLESS AGREEMENT

Concessionaires and Other Service Providers

The _____ (Concessionaire) shall, at its own and sole expense:

(a) Maintain at all times while performing under this agreement, the insurance coverage set forth below with insurers satisfactory to _____ (hereinafter “the organization”) for policy limits not less than the amounts stated below:

Workers' Compensation Insurance as required by the laws and regulations applicable to and covering employees of Concessionaire engaged in the performance of work under this agreement.

Commercial General Liability (CGL) (or Public Liability) insurance with limits of liability of not less than: Bodily Injury - \$1 million (\$1,000,000) each person per occurrence/aggregate; Property Damage - \$1 million (\$1,000,000) per occurrence/aggregate limits. This policy shall cover, among other risks, the contractual liability assumed by Concessionaire under the indemnification provision set forth in this agreement, personal injury coverage, premises liability coverage and advertising injury coverage with limits of liability identical to coverage for Bodily Injury as stated above.

Automobile Liability insurance, including non-owned and hired vehicle coverage with limits of liability of not less than \$1 million (\$1,000,000) combined single limit per occurrence and in the aggregate.

NOTE: *Nothing contained in these provisions relating to insurance coverage and amounts set herein shall operate as a limitation of Concessionaire's liability.*

(b) Deliver to organization prior to commencement of the event a certificate of insurance which shall:

- (1) Evidence the above coverages including: the identity of the insurer(s), the policy number(s), the effective dates of coverage and the limits of liability.
- (2) Name the organization and all of its officers, directors, members, employees and volunteers as additional insureds.
- (3) Specifically reference the indemnification provision set forth in paragraph (c) of this agreement.
- (4) Provide that any change restricting or reducing coverage or the cancellation of any policies under which such certificate is issued shall not be valid as respects organization's interest therein until organization has received thirty (30) days notice in writing of such change or cancellation.
- (5) Contain the following language: “The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance.”

Any forms developed from this sample should be reviewed by an attorney who knows the specific purpose for which the form may be used.

Participant Waiver and Release

for Minors

_____ has my (our) permission to participate in
Name of Minor

_____ on _____
Event or Activity Date

at _____ from _____ to _____
Location Beginning Time Ending Time

I understand and acknowledge that (description of activity: hiking, swimming, horseback riding) poses risks to my _____, including the risk of serious injury or death.

Son, Daughter

I (we), as parent(s) or guardian(s) of the minor, do hereby, for my _____,

Son, Daughter

myself, my heirs, executors and administrators, remise, release and forever discharge

Full Name of Organization

and all officers, directors, employees, agents and volunteers of the organization, acting officially or otherwise, from any and all claims, demands, actions or causes of action which in any way arise from the minor's participation in the above noted event. I hereby certify that the minor is my _____

Son, Daughter

and that his/her date of birth is _____, and I do hereby certify that

Date

to the best of my knowledge and belief said minor is in good health. In case of illness or accident, permission is granted for emergency treatment to be administered. It is further understood that the undersigned will assume full responsibility for any such action, including payment of costs. I hereby advise that the above named minor has had all the following allergies, medicine reactions or unusual physical conditions which should be made known to a treating physician. (If none, please write the word "none".)

1. _____
Signature Print Name Address City Phone

2. _____
Signature Print Name Address City Phone

Alternate Adult:

Signature Print Name Address City Phone

Any forms developed from this sample should be reviewed by an attorney who knows the specific purpose for which the form may be used.



A Head for Insurance. A Heart for Nonprofits.

Including ALLIANCE OF NONPROFITS FOR INSURANCE (ANI) & NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

Incident Report Form

CLAIMS REPORTING PROCEDURE

If you have a question concerning whether to report an incident or claim, call your broker.

NONPROFIT / INSURED – Complete all items to the best of your ability, sign and date page 2, and immediately give it to your supervisor.

Supervisor – Fax this Incident Report Form to your **insurance broker** immediately.

Important: Retain any equipment or furniture which caused or contributed to an injury until it can be inspected by an insurance representative.

BROKER – Refer to our website for instructions on claim reporting.

If a claim needs to be reported after business hours or on the weekend, call (866) 718-1947.
This number is reserved for true claims emergencies after business hours and weekends.

General Information

Name of Nonprofit Organization			ANI/NIAC Policy Number	
Name of Contact		Title		
Nonprofit Address – Street		City	State	Zip
Business Phone # ()	Ext.	Business Fax # ()	E-mail Address	

Incident Information

Date of Incident	Day of Week (circle one) Mon Tue Wed Thurs Fri Sat Sun	Time of Incident AM / PM	Did the incident occur on organization's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No
Location of Incident (if possible, take pictures of the area with a digital or disposable camera)			
Description of Incident (A brief factual account of the incident; include who was involved, how the incident occurred and what action is being taken in response to the incident. Use the back of the sheet if more space is needed.)			

Witness Information

	Name and Address	Daytime Phone	Email Address	DOB
1.				
2.				

APPENDIX B:

Member Resources

Booklets

Written specifically for the nonprofit reader, our booklets explore liability issues faced by most nonprofits.

- **Managing Collaboration Risks: Partnering with Confidence and Success**

NOTE: Non-member organizations can download a PDF from our website.

Loss Control Consulting

Free assistance with issues such as background checks, safely managing facilities and fleets, drafting and reviewing waivers, staff training, volunteer management and much more. If we don't have the answer, we find it for our members through our various resources.

My Risk Management Plan

A web-based interactive program to help you develop a customized risk management plan that reflects your organization's needs, priorities and culture. Free for members.

Risk Management Forms and Templates

Members can take advantage of an extensive library of downloadable forms, templates and information available at the secure website.

Resources mentioned in this publication:

- Incident Report Form
- Independent Contractor Agreement
- Independent Contractor Checklist
- Participant Waivers—Adult & Minor

Any forms developed from this sample should be reviewed by an attorney who knows the specific purpose for which the form may be used.