

**CITY OF THOROLD**  
**POLICY AND PROCEDURE MANUAL**

**POLICY NO.**

<b>DEPARTMENT: FINANCE</b>	<b>POLICY:</b>
<b>DATE:</b>	<b>INSURANCE REQUIREMENTS - MUNICIPAL FACILITIES</b>

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**1.0      INTRODUCTION**

**1.1      Purpose**

To outline guidelines for the insurance requirements for any users of municipal facilities, and/or Council Committees or City Groups that are covered under the City's insurance umbrella, but are organizing and hosting events that are outside their Council mandate for City directly related business.

This will ensure that all participants and groups are treated consistently and equally, that event organizers are aware of the requirements, and that event organizers, and the City are offered some protection from liability should an individual be injured.

**1.2      Scope**

The City operates facilities which are used for public activities and/or requested by the public for special events.

This policy applies to any and all activities and events held on municipal facilities. Municipal facilities consist of any and all property owned and/or operated by the City of Thorold. This includes but is not limited to parks and facilities, arenas, pools, community centres, seniors centres, fire stations, roads, sidewalks, parking lots.

In addition, a Committee of Council and/or a City Employee or City Employee group may organize and host municipal events that are outside the scope of their Council mandate, Eg. Street Dances, Pig Roasts.

For the purpose of this policy, users, individuals, organizers and groups shall mean both any user of municipal facilities, and/or any Council Committees or City Group that are organizing and hosting events that are outside their Council mandate for City-directly related business

## Insurance Requirements - Use of Municipal Facilities

This policy works in conjunction with the Special Events Policy, and Municipal Alcohol Policy to provide the established guidelines for the use of municipal facilities and for events hosted by Council Committees and City groups.

## 2.0 Insurance Coverage

2.1 Individuals or groups utilizing a municipal facility for an activity and/or an event must provide proof of insurance, in a form acceptable to the City, at least 30 days prior to the activity or event, that they have the minimum liability insurance coverage and that the Corporation of the City of Thorold is named as an additional insured. The organizer must indemnify and save the City of Thorold harmless from all claims arising from the activity or event.

2.2 The City of Thorold requires a minimum of two million dollars CDN (\$2,000,000 CDN) in Commercial General Liability (also known as General Liability, Commercial Liability or CGL) with no more than a \$1,000 deductible, for any and all medium and low risk activities. Coverage is mandatory. The deductible is wholly the responsibility of the organizer, in case of any claims.

2.2 For extremely high risk activities, the City requires \$5,000,000 CDN in Commercial General Liability. The following are considered High Risk Activities, which will require the higher insurance limit:

- |   |                      |   |                          |
|---|----------------------|---|--------------------------|
| • | Alpine Skiing        | • | Horse Related Activities |
| • | Boxing               | • | Kickboxing               |
| • | Climbing Walls       | • | Rugby                    |
| • | Contact Minor Hockey | • | Skateboarding            |
| • | Contact Adult Hockey | • | Skateboard Parks         |
| • | Cycling              | • | Snowboarding             |
| • | Fireworks            | • | Tackle Football          |
| • | Gymnastics           | • | Contact Martial Arts     |
| • | Rugby                | • | Contact Lacrosse         |
|   |                      | • | Floor Hockey             |
|   |                      | • | Canoeing and Kayaking    |

2.3 Council reserves the right to increase the limit to \$5,000,000 CDN where appropriate, for other activities, which may not be listed herein. The determination of the level of risk, and the amount of insurance coverage required is solely at the discretion of the City.

2.4 Insurance coverage will be mandatory for all groups and individuals, and no exemptions will be provided for any group or activity.

2.5 In addition to insurance coverage, a hold harmless agreement will be mandatory for all Groups and individuals.

## 3.0 User Group Insurance

3.1 The City of Thorold, through "All Sport Insurance" provides the opportunity to

assist individuals and/or organizations without adequate insurance coverage. This policy will provide event- and/or activity-specific insurance in the amount of \$2,000,000 for a very reasonable cost.

- 3.2 The individual or organizations have the option to decline this service, however must still have insurance coverage in place. Should a group or an individual chose to secure their own insurance, they must have the broker fill out the City of Thorold Certificate of Insurance Form, and provide this to the City at least two (2) weeks prior to the activity and/or event. A copy of this Certificate of Insurance is provided as Appendix 2
- 3.3 For activities which "All Sport Insurance" excludes from coverage and/or provides only \$2 Million in coverage where \$5 Million is required, the group or individual must secure their own insurance, in accordance with the conditions set out in 3.2.
- 3.4 Insurance coverage must be in place for all activities occurring at the event, and for all participants, performers, spectators, volunteers; with Certificates of Insurance naming the City of Thorold as an additional insured
- 4.0 **Sports Events & High Risk Activities**
- 4.1 Insurance coverage for any and all sports events and for high risk activities noted in Section 2.2 must provide a Certificate of Insurance naming the City of Thorold as an additional insured, with a minimum \$5 million in general liability coverage with NO participant exclusion; Voluntary Medical Payments coverage extension, that will reimburse anyone not part of the event (eg. Spectators or passers by) for medical expenses resulting from injuries relating to event activities, regardless of fault, and accidental injury coverage.
- 5.0 **Staff Responsibility**
- 5.1 It shall be the responsibility of the facility manager or of the Centre Board of Management to ensure that all insurance requirements are in fulfilled and appropriate files maintained.

The City of Thorold Use of Municipal Facilities  
Certificate of Insurance

This is to certify to: The Corporation of the City of Thorold  
3540 Schmon Parkway, P.O. Box 1044, Thorold, Ontario  
L2V 4A7

That Policy(ies) of Insurance as herein described have been issued to the insured named below and are in force at this date.

Facility:					
Type of Event:					
Insured:		Address:			
Type of Insurance	Policy No.	Effective dd/mm/yy	Expiry dd/mm/yy	Limit	Deductible
Commercial General Liability				\$ Per Occ	
				\$ Gen. Agg.	
Umbrella Liability				\$ Per Occ	
				\$ Gen. Agg.	
Automobile					

City File number: \_\_\_\_\_

Provisions of Amendments or endorsements of the listed Commercial General Liability and Umbrella Liability Policies:

1. Commercial General Liability policy is extended to include Personal Injury Liability, Contractual Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Host Liquor Liability, Cross Liability and Severability of Interest.
2. It is understood and agreed that The City of Thorold is added as an Additional Insured to the Commercial General Liability and Umbrella Liability Policies with respect to liability arising out of the operations at the above mentioned project.
3. It is agreed and understood that the deductible or self insured retention (SIR) arranged between the Named Insured and the Insurers must be declared herein and is subject to approval by the City of Thorold Director of Finance. It is further understood and agreed that claims arising out of the operations of the above mentioned activity(ies) which fall within the deductible or SIR limit are the sole responsibility of the Named Insured.
4. If the insurance provided under the said policy(ies) is cancelled or if coverage is reduced, the Insuring Company will give thirty (30) days written notice in advance by registered mail of such cancellation to: The Corporation of the City of Thorold 3540 Schmon Parkway, P.O. Box 1044, Thorold, Ontario L2V 4A7 Attn: \_\_\_\_\_
5. The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to the Additional Insured as set out in Item 2.

Date:	Name, Address and Telephone No. of Insurance Company(ies):
<b>CERTIFICATION</b> I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer(s). This certificate is valid until the expiration date(s) shown unless notice is given in writing in accordance with item 4.	
Name, Address and Telephone No. of Insurance Broker	

Waiver, Release & Indemnity

To: The Corporation of the City of Thorold

In consideration of the granting of a permit for the use of \_\_\_\_\_ (insert name of facility here) on \_\_\_\_\_ (insert date here) between \_\_\_\_\_ (insert time here) and \_\_\_\_\_ (insert time here).

I/We (if applicable, "on behalf of" \_\_\_\_\_ hereby release THE CORPORATION OF THE CITY OF THOROLD, its officers, agents, partners and employees, against all losses, damages, claims, demands and actions arising directly or indirectly in any matter whatsoever in connection with the function or activity, and I/We shall pay all costs and expenses of whatsoever nature or kind in connection with such claim or litigation.

I/We (if applicable, 'on behalf of') \_\_\_\_\_ Further agree to assume full financial liability for any damage or loss to the permitted facilities, furniture and equipment caused by any attendees or negligent or abusive treatment thereof.

By signing this form, I/We (if applicable, on behalf of) \_\_\_\_\_ acknowledge having read, understood and agreed to this waiver, release and indemnity.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Permit Holder)

\_\_\_\_\_  
(Print name of Permit Holder)