

Risk Management Notice

RE: Outside User Groups

The use of church facilities by outside groups is not an uncommon situation.

As with any church activity or operation, it is a good idea to consider the associated risks and develop risk management policies and/or procedures to address these risks.

A “user agreement” can be developed that can outline specific requirements and responsibilities of the user group. This can vary somewhat from group to group depending on the group itself and their activities.

Things to consider:

Is church equipment being used? Policies and procedures should outline specific safety measures that must be in place while such equipment is being used. This will vary depending on the equipment in question. Regular inspections and maintenance of equipment should be completed with records of inspections and maintenance kept on hand and back-up kept off-premises.

Should there be a written emergency plan? This could be given to the group, identifying locations of phones, emergency numbers, or other items that may assist in minimizing further injury should an accident occur.

Should there be any written rules? These can be designed to ensure the safety of all participants, with user groups acknowledging and signing off on such rules, as well as to specify any limitations or restrictions with respect to the use of the Church facilities.

With respect to insurance and outside user groups, groups such as other churches, sports clubs, kids groups or other formal groups should be required to provide evidence of general liability coverage and show the church as an *additional insured* and include a *waiver of subrogation* in favour of the Church. (see the attached sample Insurance and Indemnity Agreement)

With regards to small informal groups, requiring them to have in place general liability coverage may prove to be cost prohibitive for them and as such the church may decide to waive this requirement. However, it should be noted that the church’s liability policy would not provide them with any insurance protection, should they be named in a third party legal liability action arising out of their use of the church premises.

A user policy can also address the issue of supervision, persons designated to assume responsibility, as well as any other items deemed appropriate such as signed waivers, assumption of risk statement, etc.

These items can be separate documents or incorporated into a rental agreement or user agreement form which could confirm such details as to the number of participants, the stated activity, the times of use, and other information deemed appropriate.

As far as the wording of any agreement, including the attached sample *Insurance and Indemnity Agreement* and their effectiveness, we would recommend appropriate legal counsel review these matters.

Lastly, effective Risk Management will help minimize the risks, while your church’s insurance policy serves as your contingency plan. Should an incident occur and the church is named in a lawsuit alleging negligence, regardless of the merits of such an action, the church’s insurance policy will respond to defend both the church as well as its employees and officials and pay any compensatory damages awarded in keeping with policy conditions.

INSURANCE AND INDEMNITY AGREEMENT

NOTE: This is a SAMPLE FORM only. Final wording should be as directed by your organization's legal counsel.

TO: _____ (the church)

FROM: _____ (the "operator")
(INSERT NAME OF PERSON OR ORGANIZATION)

RE: Use of _____ (the "church property")
(INSERT ADDRESS OF PREMISES BEING USED)

In consideration of the Church permitting the Operator to make use of the Church Property, the Operator agrees as follows:

1. So long as the operator is making use of any part of the church property. The operator will take out and keep in force commercial general liability insurance coverage against personal and bodily injury, including death, together with property damage coverage, with respect to the operator's business and the operator's use of the church property or any portion thereof, such coverage to be on an occurrence basis and to have a limit of not less than \$2,000,000 in respect of any one occurrence. The operator's insurance shall include the church as an additional named insured, and shall contain cross-liability and severability of interest provisions as well as a waiver of any subrogation rights which the operator's insurer may have against the church, its directors, officers, trustees, employees, members and volunteers. The operator will provide a certificate of insurance to the church prior to making use of any portion of the church property, and shall provide replacement certificates of insurance from time to time prior to expiry of any policies of insurance.
2. The operator shall indemnify and hold harmless the church and its directors, officers, trustees, employees, members and volunteers from and against every demand, claim, proceeding, cause of action, judgment and expense, and any other loss or damage, arising from any injury or damage to the person or property of the operator, its directors, officers, agents and employees and any person entering upon the church Property under the express or implied invitation of the operator, including but not limited to any bodily injury to any individual (including death) occasioned in any way during the time that the individual is on the church property pursuant to the express or implied invitation of the operator.
3. The operator hereby waives any and all claims and rights, including causes of legal action, which the operator may otherwise have against the church, its directors, officers, trustees, employees, members or volunteers, or any of them, in any way arising out of or connected to the use of the church property by the operator.

The operator acknowledges having read the foregoing and fully understands the same.

DATED this _____ day of _____, 20____.

(PRINT NAME OF OPERATOR)

Per: _____
(AUTHORIZED SIGNATORY)