



Outfitter, Livery & Guide Insurance Program Criteria & Risk Management Agreement

For the period beginning _____ and continuing for one calendar year, the **American Canoe Association**, (hereinafter referred to as “ACA”) and _____ (hereinafter referred to as “COMPANY”) enter into this non-exclusive Agreement (“Agreement”) to recognize COMPANY as being eligible to participate in the ACA Outfitter, Livery & Guide (OLG) Insurance Program.

In order to be eligible to participate in this OLG Insurance Program, the COMPANY must comply with the criteria and risk management procedures and requirements set forth below.

Note: The requirements set forth below are intended for outfitters, liveries and guides that choose to participate in the ACA’s insurance program.

They are not intended to serve as a national standard of care for all situations.

The owner of the company, or their qualified designee, must initial each page in the lower left hand corner and provide a full signature on the last page of this Agreement.

If COMPANY requires an exemption for an individual requirement, please submit the OLG Exemption Form, found online, as part of your OLG Insurance Program Application. Requests will be reviewed on a case by case basis.

Upon review and approval from the ACA, you can begin to work with the ACA endorsed Insurance Broker to customize your specific or comprehensive insurance policy.

- These documents can be submitted [online](#), by email, or via mail
- For additional questions, please contact the ACA’s [Insurance Coordinator](#)

Section I. Eligibility Requirements

By entering into or renewing this agreement, COMPANY verifies that it satisfies the following eligibility criteria for the opportunity to participate in the ACA OLG Insurance Program:

- COMPANY is currently an ACA Outfitter, Livery & Guide member in good standing
[enter ACA membership number here: _____]
- COMPANY has a valid Federal Tax ID #
[enter number here: _____]
- COMPANY has submitted a completed OLG Insurance Program Application
- COMPANY will read, agree to, initial and sign this OLG Insurance Program Criteria & Risk Management Agreement

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Section II. Role and Responsibilities of the ACA

The ACA will do the following while this Agreement is in effect:

- A. Upon approval of the OLG Insurance Program Application, the ACA will provide the COMPANY access to work directly with the ACA's endorsed Insurance Broker to customize a specific or comprehensive insurance policy.
- B. COMPANY may pre-purchase ACA individual and family memberships to be provided to participants in paddlesports courses or trips for a discounted rate of \$30.00 per individual membership and \$40.00 per family membership. These discounted memberships may be purchased in advance, or by submitting payment with an appropriate ACA course reports.
- C. ACA will display COMPANY's name, logo, and a hyperlink to COMPANY's website on the ACA's website (www.americancanoe.org) at a location to be selected by ACA.
- D. ACA will include COMPANY in a list of ACA Outfitters, Liveries & Guides to be published in ACA print, online and electronic publications.
- E. ACA grants to COMPANY a limited, non-exclusive, non-transferable license to use the ACA name, acronym and logo, as described in Section IV.
- F. If requested by COMPANY, ACA will facilitate a peer review of COMPANY's paddlesports program during the Agreement period at the expense of the COMPANY.

Section III. Role and Responsibilities of COMPANY

COMPANY will do the following while this Agreement is in effect:

General Requirements:

- A. COMPANY will generally promote the ACA through all levels of its paddlesports program, including, but not limited to, the COMPANY's website, email news bulletins, and printed materials. COMPANY may describe the benefits of ACA membership as follows:
 - a. Membership in a national association that shares a love of paddlesports
 - b. Choice of one of the magazine titles from Rapid Media
 - c. Valuable member-only discounts
 - d. Access to ACA Members Only Backcountry Paddling Excursions
 - e. Access to ACA's Sugar Island and Camp Sebago
 - f. Access to thousands of ACA-sanctioned events and instructional workshops
 - g. A direct link to influence conservation and public policy issues that affect paddlesports
- B. Reporting. COMPANY, at a minimum, will submit the following, in print, electronically, or via online form, to the ACA by December 31:
 - a. An approximate number of yearly participants, broken down by discipline and course or trip type.
 - i. If COMPANY wishes for its ACA certified Instructors to receive teaching credit towards their instructor certification maintenance requirements, then the course reporting timeframes and forms established in the SEIC Policy Manual should be used
 - b. If the COMPANY deems it appropriate, they will submit to ACA, on a timeframe of their choosing prior to December 31, an electronic roster of non-ACA member participants in courses conducted by COMPANY. This electronic roster may include the participants: name, mailing address, phone number and email. Information of minors should not be submitted electronically to the ACA.

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Administrative:

- A. A policy must be in place where all participants, volunteers, safety personnel, media representatives, event organizers, VIPs, and others must read and sign a Waiver and Release of Liability form before participating in or assisting with an event or activity. This form must have been vetted by appropriate legal counsel and must stay on file at your business.
- B. COMPANY must have documented Essential Eligibility Criteria (EEC) for participants ([Sample EEC](#))
- C. COMPANY must have a method to legally obtain appropriate medical information on participants, such as, but not limited to, allergies, or conditions that might affect participation.
- D. Property damage, equipment damage and injuries/death must be reported as per the Insurance Carriers' guidelines and any applicable local, state or federal regulations.
- E. COMPANY must have a documented refund or cancellation policy.

Facility & Structures:

- A. Facility and structures must meet all applicable local building and permit requirements and any applicable state and federal regulations.
- B. Facility must be free of any unreasonable natural and man-made hazards.
- C. If applicable, Kayak Ramps (aka "kicker" ramps), slides or other jumping or sliding structures must obtain prior written permission from the ACA National Office before being forwarded to the ACA Insurance Broker for coverage. The ACA will consider requests for insurance for a ramp or slide if the OLG demonstrates the following:
 - a. The structure has been designed and built by persons with appropriate training and expertise
 - b. Operation of the structure will be carefully managed by event personnel
 - c. Users will be screened for appropriate skill levels
 - d. The site for the structure has been chosen to minimize risk

Vehicle / Trailer:

- A. COMPANY must have a documented vehicle driver training program for staff/employees who drive COMPANY vehicles
- B. COMPANY must have a documented training program for staff/employees who drive vehicles with trailers
- C. COMPANY must have a training program for staff/employees on how to safely load and unload boats from trailers and vehicles and how to appropriately tie down boats on trailers and vehicles

Emergency Action Plan (EAP):

- A. COMPANY must have documentation of an Emergency Action Plan (EAP) covering all locations of operation, including on-land and on-water venues.
- B. At a minimum, this EAP should contain:
 - a. Communication protocols
 - b. Medical emergency protocols
 - c. Missing participant protocols
 - d. Weather protocols, including, but not limited to:
 - i. Severe weather
 - ii. Natural disasters

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- iii. Appropriate water levels (if applicable)
- iv. Appropriate tidal levels (if applicable)
- v. Appropriate ocean conditions (if applicable)
- e. Evacuation protocols

Staff / Employee:

- A. COMPANY must have documentation of a staff/employee training program, including full-time and seasonal staff if applicable
- B. At a minimum, all staff that provide on-shore instruction, on-water instruction, or on-water guiding must have taken an appropriate ACA Skills Course, or have passed the appropriate ACA Assessment Course, or be currently certified as an ACA Instructor for the venue(s) being operated in. *(Note: both the skills course or the assessment course can be taught by any appropriately certified ACA Instructor)*
- C. All on-water staff must have and maintain an appropriate level of First Aid and age appropriate CPR from a provider that has hands on practice and a skills demonstration component.
- D. While on the water, all staff/employees must wear an appropriate U.S. Coast Guard (USCG) approved lifejacket (Personal Flotation Device - PFD) as per the Lifejacket Wear policy listed below.
- E. A background check policy must be in place for any staff/employee who take youth on overnight programs.

Participants:

- A. Must meet the COMPANY's documented Essential Eligibility Criteria (EEC).
- B. Prior to participating, all participants must have a signed waiver and release of liability form on file with your business that has been vetted by an appropriate legal counsel.
- C. Alcohol may not be consumed prior to, or during the on-water portions of the program.
- D. Prior to getting on the water, all participants must receive an appropriate verbal and visual safety and educational briefing.
- E. While on the water, all participants must wear an appropriate U.S. Coast Guard approved lifejacket (personal flotation device - PFD) as per the lifejacket wear policy listed below.
- F. When required by law, each participant must have an appropriate sound producing device.
- G. When required by law, each boat must have an appropriate light producing device.

Lifejacket Wear:

- A. All participants must wear properly-fitting U.S. Coast Guard (USCG)-approved lifejacket (personal flotation device, or PFD) at all times during on-water activities, unless an Exemption has been provided in writing from the ACA National Office. The COMPANY is responsible for enforcing this requirement, and should understand that if a participant removes his or her lifejacket and an injury or death occurs, the insurance company may deny coverage to the COMPANY and/or its participants.
- B. All lifejackets must be in serviceable condition
- C. USCG-approved inflatable lifejackets are acceptable for individuals 16 years old and older in activities and venues as per the manufacturer's stipulations. Generally accepted best practices are that inflatable lifejackets are not appropriate for paddling in ocean surf zones, on swift moving water or on any whitewater.
- D. Stand Up Paddleboards. The USCG has determined that stand up paddleboards operating outside of the ocean surf zone or a designated swimming or bathing area are "vessels" for

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purposes of the USCG regulations, and therefore must carry one lifejacket for each person on board. In addition, the ACA requires persons using stand up paddleboards to wear their lifejackets at all times while on the water.

- E. Exceptions to lifejacket wear. The only exceptions to the ACA's lifejacket wear requirements are for:
- a. Pool sessions where a certified lifeguard is present
 - b. Stand up paddleboard surfing in the ocean, provided the participant has demonstrated an appropriate level of swimming ability
 - c. Additional Exceptions
 - i. Competition or race based lifejacket wear exceptions must be pre-approved by the ACA National Office in writing and can be submitted through the OLG Exemption Form found online

On-Water Programs:

- A. Skill levels. OLG should maintain a culture that recognizes and respects varying participant skill levels, and does not place participants in situations for which they are not prepared.
 - a. Trip leaders and activity coordinators should know the skill levels required for the activity they are organizing, and should use reasonable screening techniques to ensure that participants have the skills necessary for the activity. To avoid awkward situations, coordinators should disclose skills requirements to potential participants before they travel to participate in an activity.
 - b. Individual participants should know their skill levels, and should avoid conditions for which they are not prepared.
- B. Appropriate clothing. All participants must be dressed in clothing appropriate for the venue and conditions of the activity, taking into account air, wind and water temperatures. Participants should always be prepared to get wet, flip over or go into the water.
- C. Managing the Group. OLG should follow these best practices in conducting on-water activities:
 - a. Before the activity begins, develop a float plan and leave it with someone who is not participating.
 - b. Make sure the group has the appropriate safety equipment for the activity. Before starting, inventory the available safety equipment and make group participants aware of who is carrying it.
 - c. Make sure each participant brings adequate food and water for the activity. During the activity, make sure participants stay well-hydrated, and eat enough food to maintain their energy levels.
 - d. Prepare the group for the challenges of communicating effectively while on the water. Wind and water sounds can make hearing others difficult. Encourage participants to carry whistles. Review hand, paddle and whistle signals before the trip begins.
 - e. Remind all participants to pay attention to signs and safety warnings.
 - f. Make sure the group knows how to set a reasonable pace so everyone can stay together. Recognize when group participants are tired or having difficulty and adjust the group's pace accordingly.
 - g. Make sure the group knows how to constantly scan for changing water and weather conditions, and be prepared for these changes.
 - h. Be aware that federal regulations restrict paddling near military vessels and installations, and anticipate that there may be restrictions near bridge pilings and other areas.

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Specific Venues & Activities:

- A. Class I-II Whitewater
 - a. Participants must wear properly-fitting paddling helmets (in class II and above). Bicycle helmets are not acceptable.
 - b. Participants must have an appropriate level of additional flotation in their boats for the venue.
 - c. Appropriate safety and rescue gear must be accessible.
 - d. Activity leaders must have appropriate additional equipment and know how to use it.
- B. Class III or more Whitewater
 - a. Participants must wear properly-fitting paddling helmets. Bicycle helmets are not acceptable.
 - b. Participants must have an appropriate level of additional flotation in their boats for the venue.
 - c. Appropriate safety and rescue gear must be accessible.
 - d. Activity leaders must have appropriate additional equipment and know how to use it.
- C. Protected Coastal Waters
 - a. Participants must outfit their boats with additional flotation appropriate for the venue, or have boats with bulkheads and sealed hatches.
 - b. Participants must have a minimum of one bilge pump or bailer for every two (2) boats.
 - c. Appropriate safety and rescue gear must be accessible.
 - d. Activity leaders must have appropriate additional equipment and know how to use it.
- D. Unprotected Coastal Waters
 - a. Participants must outfit their boats with additional flotation appropriate for the venue, or have boats with bulkheads and sealed hatches.
 - b. Each participant boat must have a bilge pump or bailer. Each paddler must have knowledge of at least one self-rescue re-entry technique.
 - c. Appropriate safety and rescue gear must be accessible.
 - d. Activity leaders must have appropriate additional equipment and know how to use it.

Large Events with the General Public:

Large events such as festivals and races where members of the general public will be involved as participants or spectators pose special risk management challenges. Examples include races, festivals, demo days, sojourns, large float trips, and other activities with participants who are not directly affiliated with the sponsoring outfitter, livery or guide. In some instances, these events involve both on and off-water components.

The ACA requires the Outfitters, Liveries and Guides to use the requirements listed above for the on-water portions of these events. In addition, event organizers must follow these risk management procedures for the event:

- A. Prepare an overall risk management plan for the event. It may be appropriate to appoint a risk management coordinator or committee to oversee the implementation of the risk management plan.
- B. Inspect the event site early enough in the planning process to change locations if necessary. Document the results of this inspection. Repeat this inspection just prior to the event to ensure that conditions have not changed. Document the results of the final inspection.
- C. Notify land managers, public safety and emergency personnel of the event in advance. Include the U.S. Coast Guard, or the appropriate local federal agency when applicable (*e.g.*, near

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- sensitive sites). Determine whether public safety and/or emergency personnel should be pre-positioned for the event for spectator management or rescue purposes.
- D. Determine the number of safety personnel needed, and where they will be located. In many instances, on-water safety personnel or “safety boats” will be required. If so, determine the number, placement and qualification of safety boaters for the event. Require all safety boaters to carry a first aid kit.
 - E. Determine the type and quantity of safety and rescue equipment needed (*e.g.* throw ropes, rescue rigging, litters, extra paddles, etc.), and where it should be located.
 - F. Determine the types of safety equipment that event participants will be required to carry (*e.g.*, whistles, helmets, flotation, etc.). On the day of the event, conduct an inspection if necessary.
 - G. Prepare the following lists, and share these lists with all event personnel:
 - a. A roster of on-site event personnel. Include each person’s safety and first aid qualifications.
 - b. A list of the safety and rescue equipment that will be available and where it will be located.
 - c. A list of communications resources available to event personnel and where it will be located.
 - d. A list of emergency contacts for the event (event organizer, police, fire and rescue, land management agencies, etc).
 - H. Prepare contingency plans to handle extreme heat or cold, changing water levels, precipitation, sun exposure, and lightning, including contingency plans for cancellation, postponement or relocation of the event.
 - I. Determine the skill level required for participants, and include that information when promoting participation in the event. Use reasonable screening techniques for participants on the day of the event. If necessary, conduct skills tests or require participants to provide a statement of ability.
 - J. For races and similar events, hold a pre-event meeting for all participants and organizers to review the route, potential hazards, communications capabilities, safety and rescue personnel and procedures, and contingency plans for medical emergencies and extreme weather.
 - K. Instruct all participants and event personnel to comply with all local, state and federal regulations.
 - L. To the greatest extent possible, ensure that there are clean and safe entry and exit areas for participants and spectators.
 - M. Provide appropriate signage for spectators & participants. Ensure that the course is clearly marked.
 - N. If event organizers close the venue due to high water or other reasons, they should provide proper signage and supervision at the starting point to communicate the closure to event participants, and make every effort to ensure that participants do not enter the water after the venue has been closed.

Alcohol and Drugs:

- A. The ACA does not allow persons under the influence of alcohol or illegal drugs to participate in any on-water activities. Outfitters, Liveries and Guides and their respective coordinators should not allow participants to consume any alcohol or illegal drugs immediately before or during an on-water activity or event.
- B. Alcohol may only be served during off-water activities. If an event includes on-water activities, the OLG may not serve any alcohol until after all of the on-water activities have completely concluded.

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- C. Consult with your risk management or legal advisor as to the risks associated with providing, selling or allowing outside alcoholic beverages at the event.
- D. In planning and promoting the event:
 - a. Make sure that socializing, rather than drinking, is the theme of the party. Avoid creating the impression that the event is a place to get drunk.
 - b. Consider requiring alcohol servers to have proper alcohol awareness training, such as “TIPS” or an equivalent. This is particularly important for large events with numerous attendees.
 - c. Plan to have plenty of non-alcoholic drinks at the event. This should include soft drinks, along with water.
 - d. Plan to provide food, preferably kinds that are substantial enough to temper the effects of the alcohol.
 - e. Develop a ride home strategy before the event begins.
- E. In running the event, ACA Outfitters, Liveries and Guides are required to do the following:
 - a. Establish a reasonable limit on the number of drinks to be served to each person.
 - b. Monitor ages. A good strategy is to set up an ID check located away from the alcohol service location to avoid confusion. Wrist bands are one way to identify people of legal age.
 - c. When serving alcohol, do not allow people to also bring their own alcohol, since this will make it difficult to monitor consumption.
 - d. Stop serving alcohol before the event is over. A minimum one-hour cooling off period is required.

Section IV. Use and Ownership of ACA Name and Logos:

The parties agree to the following regarding the name, acronym and logos of the ACA:

- A. While this agreement is in effect, the ACA grants to COMPANY a limited, non-exclusive and non-transferable license to use the name, acronym and logo of the ACA in connection with the promotion of the COMPANY and its paddlesports program. This license includes the right to use the phrases “ACA Outfitter”, or “ACA Livery”, or “ACA Guide” and the ACA logo. ACA will provide COMPANY with ACA logo materials and guidelines for use of the logo. The name and acronym of the ACA and the logos supplied by the ACA are the “licensed marks” of the ACA for purpose of this agreement.
- B. COMPANY acknowledges that the ACA is the exclusive owner of the licensed marks of the American Canoe Association and its committees and activities, and that ACA holds all legal rights and goodwill associated with those marks. COMPANY agrees not to use the marks in a manner that will reflect badly on the ACA, or to alter, modify, dilute those marks or otherwise do anything inconsistent with ACA’s ownership. Upon termination of this Agreement, COMPANY agrees to immediately discontinue all use of the licensed marks.

Section V. Other Terms of this Agreement:

- A. Renewal. Subject to the eligibility requirements set forth in Section I, this Agreement may be renewed for additional one-year periods.
- B. Termination. The ACA may terminate this Agreement prior to the end of the agreement period upon providing written notice to the COMPANY. The COMPANY may terminate this Agreement prior to end of the agreement period by providing written notice to the ACA 30 days prior to the effective date of the termination.

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- C. Refunds for Termination. If COMPANY terminates the Agreement without cause, or if the ACA terminates the Agreement for cause, COMPANY forfeits its ACA membership payment. If COMPANY terminates the Agreement for cause, or if the ACA terminates the Agreement without cause, COMPANY is entitled to a refund of the pro-rated balance of its ACA membership payment. "Cause" includes, but is not limited to, the following actions by the non-terminating party: Insolvency, defamation, unethical, unsafe or immoral conduct; and breach of this Agreement.
- D. Severability. A determination that any provision of this Agreement is unlawful or unenforceable shall not affect the validity of the remaining provisions of the Agreement.
- E. Indemnification. COMPANY will defend, indemnify, and hold harmless the ACA, its officers, administrators, directors, agents, coaches, and other employees, from and against any losses, expenses and liabilities, including attorney fees, resulting from the injury to or death of any person or damage to any property, arising out of or in any way connected with the terms of this Agreement or the performance thereof.
- F. Negation of Agency. ACA and the COMPANY are independent entities. Nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relationship between the ACA and COMPANY, and neither party shall hold itself as an agent, joint venturer, franchisor, franchisee or partner of the other party.

IN WITNESS OF THE FOREGOING, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates written below.

ACA Signature: _____	COMPANY Signature: _____
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____