

# Nordiq Canada Liability Insurance Manual

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**September 2020**



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## SECTION 1 – INTRODUCTION

### Background

Cross Country ski de fond Canada (operating as Nordiq Canada) maintains general liability insurance for all levels of the Association – National (the National Sport Organization), Divisions, member districts and clubs. The coverage in force is provided through the Canadian Snowsports Association (CS) and is a Third Party Liability Policy specifically designed for snow sports and club activities.

The Policy includes coverage for non-member volunteers as well as a small accident insurance component for volunteers/members while engaged in sanctioned club activities.

### Aim

The aim of this manual is to provide general information regarding the coverage provided by the Nordiq Canada Liability Insurance Policy (hereafter referred to as “the Policy”). More specifically, the manual provides details on:

- a. the extent of insurance coverage;
- b. registration, consent and assumption of risk requirements and other obligations of parties seeking to belong to this liability insurance program; and
- c. incident report procedures.

### Definitions

**First, Second and Third Parties.** There are three (3) Parties to an Insurance Contract.:

**First Party** - the Insurance Company.

**Second Party** - the Named Insureds and Additional Named Insureds. In the case of the Policy, the Named Insured includes: Nordiq Canada National and its directors and officers; Divisions (provincial/territorial sport organizations registered with Nordiq Canada), member districts and their directors and officers; member clubs and their directors and officers, members, participants, volunteers, sponsors and where requested, participating land owners, facility owners, ski areas/resorts. Additional detail is provided in Section 3 – Specific Coverage.

**Other Party** - the policy will defend claims made against Nordiq Canada members for losses/damage caused by the Nordiq Canada member brought by Third Parties. The policy will also defend claims made by a member against another member or volunteer.

**Informed Consent and Assumption of Risk Agreement.** This agreement must be completed by club members as part of the club membership registration process. It is a condition of membership in the club and a condition of participation in all club-run or sanctioned events, competitions or activities that the Informed Consent and Assumption of Risk Agreement is completed accurately and fully complied with. If the Member is under the age of majority in the province/territory in which the member resides, a parent or guardian must sign the agreement. All non-club members must sign the Informed Consent and Assumption of Risk Agreement when they are participating in a club-organized event. Individuals who purchase a Nordiq Canada Race License do not need to complete an Informed Consent and Assumption of Risk Agreement for events during the season for which the Race License was issued. It is the Organizing Committee's responsibility to ensure that an Informed Consent and Assumption of Risk Agreement is completed by all non-Nordiq Canada club members or the Nordiq Canada Race License number is recorded for all competitors in the competitions they host.

## Related Documents

This manual should be read and interpreted in conjunction with approved Nordiq Canada policies. In particular, as regards insurance coverage for events and competitions, this manual should be read in conjunction with the Nordiq Canada Competition Registration and Sanctioning Policy found in the [Document Centre](#) on the Nordiq Canada website.

Other related documents (found in the Nordiq Canada Document Centre) include:

- Incident Report Form
- Informed Consent and Assumption of Risk Agreement
- Pre-Approved Dryland training activities
- Mountain Touring and Overnight Camping Guidelines
- Non-member Use of Club Facilities
- Safety of 15 Passenger Vans
- Drone Use at Ski Areas

See also the insurance page at [Canadian Snowsports Association](#) for the Snowsports Club Risk Management Manual 2018 (pdf) and summaries of the current insurance policy

***Clubs are reminded to contact their Division with insurance questions first, as sometimes they offer additional coverage.***

## SECTION 2 – GENERAL COVERAGE

### Extent of Coverage

The general intent of the Policy is to provide coverage that will protect the Second Party (e.g. the Named Insured and Additional Named Insureds – see definition above) from any claim and/or suit where negligence is alleged, whether it is from a spectator or a participant, or any other legal entity. Claims and/or suits by members (participants – Second Party) against other members are allowed for within the Policy under the "Injury to Participants" and "Cross Liability" endorsements. The member (participant – Second Party) then becomes the "Third Party".

The Policy includes a cross liability clause (e.g. one participant sues another).

### Outline of Coverage

#### Limits of Liability:

Each Occurrence Limit:	\$15,000,000 No Aggregate Limit on Occurrences
Aggregate Limit:	\$10,000,000 Products and Completed Operations
Personal Injury &	\$10,000,000 any one person/organization and aggregate
Tenants' Legal Liability:	\$10,000,000 any one premises
Medical Expense Limit:	\$50,000 any one person
Non-Owned Automobile Liability:	\$10,000,000 any one accident
Employee Benefits Liability:	\$5,000,000 per claim and aggregate (includes volunteers)
Forest Fire Expertise:	\$1,000,000 per claim and aggregate

#### Deductibles:

Bodily Injury/Property Damage/Expense:	\$5,000
Employee Benefits:	\$5,000
Legal Liability for Damage to Hired Vehicles:	\$5,000

As per Quebec Statute the deductible does not apply to expenses with respect to claims brought in the Province of Quebec as a result of bodily injury or property damage which occurred in Quebec.

*\*Note: New for 2020-21 – Coverage is \$15mm replacing \$10mm in previous policy. The complete summary can be found at [www.canadiansnowsports.com](http://www.canadiansnowsports.com)*

## Primary Coverage

Primary coverage is for all Nordiq Canada approved or sanctioned programs/activities as developed, organized and delivered by Nordiq Canada National, its Divisions, member districts, and clubs, and as directed by their respective Boards of Directors/Executives. National and Divisional sponsors of these programs/activities are covered provided they are registered.

## Secondary Coverage

Recreational activities provided by Nordiq Canada clubs are covered subject to the following conditions:

- a. the club and its program are registered with Nordiq Canada; and
- b. the activities fall within what is normal and usual within cross country ski activities and programs.

This coverage includes but is not limited to: general recreational skiing, socials, fundraising and public relations events, out-of-town tours if sponsored and run by the club, clubhouse daily use and trail preparation.

## SECTION 3 – SPECIFIC COVERAGE

### Nordiq Canada National

Nordiq Canada includes the following: National staff, Board of Directors and Officers and Operational Committees.

Coverage is provided for, but is not limited to: National Ski Team programs, Nordiq Canada mandated Training Centres, nationally sanctioned races, coaching programs, officiating programs, Skill Development Programs, Recruitment to Competitive Skiing Initiatives, and related administration.

Groups noted above and national sponsors of these groups must adhere to Nordiq Canada safety guidelines and must be registered with the Nordiq Canada National Office to be included in the Policy.

### Nordiq Canada Divisions and Member Districts

Nordiq Canada Divisions and member districts include the following: Division and district staff, Division and district Boards of Directors and Officers and Division and district program committees.

Coverage is for all Divisionally sanctioned programs/activities (e.g. teams, squads, workshops, competitions, courses, etc.) as directed by the Division Board of Directors, program committees, member clubs, members, staff and volunteers and as made known to Nordiq Canada National.

The Division is also covered for all nationally sanctioned programs/activities (as identified above) in which it participates.

Groups noted above and Division sponsors of these groups must adhere to Nordiq Canada safety guidelines and must be registered with the Nordiq Canada National office to be included in this policy. Registration includes listing: names of positions; names of committees; programs including Divisional team programs; and special events/seminars/workshops/etc.

### **Nordiq Canada Clubs**

Nordiq Canada clubs are those that are registered with Nordiq Canada Divisions and Nordiq Canada National who are in good standing.

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

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

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

The club, its members, its sponsors and its programs/activities must be registered with the Division office and Nordiq Canada National and must adhere to Nordiq Canada/Division safety guidelines. Instructions on registration procedures and timings will be issued by each Division.

Coverage can be extended to include venue owners' providers (municipal, provincial or federal governments and/or private landowners) by request to Nordiq Canada National.

Coverage includes grooming/maintenance of trails and track-setting done by a club, either on its own property and/or on land owned by others, **provided** permission is granted in writing by the landowner and kept on file with the club. When trail maintenance involves the use of a chainsaw, be advised that such activities need to be compliant with current safety standards as published by the Canadian Centre for Occupational Health and Safety. These procedures are available on their website at [http://www.ccohs.ca/oshanswers/safety\\_haz/chainsaws/](http://www.ccohs.ca/oshanswers/safety_haz/chainsaws/). During such activities it is advisable to have at least one person on site who is qualified to administer first aid treatment and capable of developing an "emergency action plan" in the event of a serious accident. Any

questions about specific coverage are to be directed to the Division office who will work with Nordiq Canada as required.

## Conditions Relating to Coverage

- 1. Use of Automobiles.** Liabilities that relate to the operation of an owned vehicle (e.g. Division or club van) are excluded. It is important for individuals who use their vehicles for Division or club activities and particularly for carrying passengers to have adequate Third Party Automobile Liability Insurance. A minimum Third Party Automobile Liability of not less than \$1 million is recommended. The member's auto insurance should defend the member, and may also include defence of the Club, Division and Nordiq Canada against a claim arising out of the operation of an automobile while acting within the scope of duties, provided that the member's automobile insurer has been notified of and accepted the club, Division and Nordiq Canada as additional named insureds. The non-owned automobile extension on the Nordiq Canada Policy does not apply to member's own automobiles (as a member is a named insured—see definitions above). The non-owned automobile extension will defend the club, Division and Nordiq Canada. Non-owned extension for leased/rental vehicles is limited to 60 days duration at any one time.
- 2. Snowmobiles and Trail-Grooming Equipment.** The operation of all grooming equipment (e.g. motorized snow vehicles – including quad runners – and their trailers) is included in the Policy providing this equipment is used by individuals experienced in their use and for a purpose directly related to essential club operations such as trail maintenance, safety or event management. Such activities as trail-grooming, casualty evacuation, race course inspection and deployment of race controllers or safety patrollers are recognized as legitimate uses of motorized snow vehicles and their trailers for the purposes of the Policy. All grooming equipment is included in the Policy with the exception of licensed or licensable motorized equipment which must be insured on an automotive policy. In this case any liability beyond the automotive coverage will be covered by the Policy. The insurance provided by the Policy shall not apply to any motorized snow vehicle except when used as described above.

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

- 3. Non-Skiing Activities.** Club meetings, club socials, fundraising and public relations activities are covered by the Policy. Availability of alcohol at these functions is permitted but good judgement should be used in the interests of safety and club reputation and local regulations and by-laws must be observed. Non-host bars must be avoided. Fundraisers should be of a type that is in line with the nature of cross-country skiing, and should not include activities

such as car rallies that entail higher risk. Activities such as auctions, raffles, bingos, etc. are considered to be appropriate.

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

#### 5. **Day Use by Non-Members**

##### **Day Use by Non-members on Club Owned and/or Controlled Land**

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

- a. Day users are considered invitees to the club trail system; as such there must be some form of registration, but the day-user is not required to sign an Informed Consent and Assumption of Risk Agreement.
- b. Clubs do not need to sell or issue day passes/tickets. It is sufficient for day-users to sign their names and the date on a registration sheet at the trail-head or lodge, provided that the warning "Ski at Your Own Risk" is prominently displayed on the registration sheet and/or signs. Club must display prominently the Cross Country Responsibility Code AND the Exclusion of Liability Wording for their Province at the location where day-users sign in. These signs, stickers and posters can be obtained from Canada West Ski Area Association. A [sample](#) can be found on the last page of this manual.
- c. Clubs should also consider posting a sign indicating whether trails are suitable for novices and/or advanced skiers.
- d. With respect to land/trails owned and/or directly under the sole control of the club it is recommended they post signs to warn that skiers who are not members or registered day-users are considered to be trespassers. Clubs are advised to consult with the actual land owner before any signs are posted along with, if agreed, the specific wording to be employed on any signage.
- e. Special operating procedures must be developed where trails are shared with other users such as "fat" bike; snowshoe; snowmobiles.
- f. Considerable care must be taken if dogs are permitted on trails and warning signs posted.

### **Day Use by Non-Members and Club Members on “open”/public lands**

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

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

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

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

## **6. Competitions**

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

**Divisionally Sanctioned.** Competitors who are not Nordiq Canada members and who compete in a Divisionally sanctioned competition hosted by a Nordiq Canada club may be considered as “additional Named Insureds” for the duration of the competition provided they have signed an Informed Consent and Assumption of Risk Form, and provided that the club and its parent Division have defined “member” to include such individuals. Parent Divisions and/or hosting clubs are encouraged to charge a day membership fee to competitors who are not Nordiq Canada members in consideration of the privileges of membership (e.g. insurance coverage, race organization and officiating) that they are accessing. Provision for the levying, collection and disposition of such fees is a Division prerogative.

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

The prescribed format (Informed Consent and Assumption of Risk Agreement) is available through the Document Centre on the Nordiq Canada website. Note that all Nordiq Canada race license holders do not need to sign an Informed Consent and Assumption of Risk Agreement for events or competitions while their Nordiq Canada racing license is valid.

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

8. **Unauthorized Use of Club Trails.** The Policy provides for protection against claims initiated by non-members who trespass on club trails.
9. **Pre-Season Training.** Pre-season training for athletes includes the following activities: running, hiking, roller-skiing (as described below in Notes), rollerblading, road cycling (as described below in Notes), organized games such as soccer, hill/track intervals, weight and resistance training, off-season glacier skiing. Other activities may be covered but contact your Division office first to ensure the activity would be covered in the policy.

**Notes Regarding Roller-Ski Training:**

- a. Coverage is provided for roller-skiing as a training activity. This includes coach-organized and directed individual time trials.
- b. Roller-skiing is to be conducted in accordance with approved policies governing this activity at the level of Nordiq Canada at which it takes place.
- c. Guidelines as outlined in Nordiq Canada Roller Skiing Policy must be adhered to as a minimum guide unless otherwise defined.

**Notes Regarding Roller-Ski Competitions.**

The Policy will provide coverage for roller-skiing competitions as long as the member organizer adheres to Nordiq Canada Competition Sanctioning and Registration Policy, the competition is registered through the Division with Nordiq Canada and the Organizing Committee (OC) follows these following precautions in addition to those outlined in Nordiq Canada Roller Skiing Policy:

- a. Trained race officials must be in place and be overseen by a Nordiq Canada appointed Technical Delegate.

- b. Qualified medical or Para-medical support personnel must be on site for scheduled training and racing.
- c. No traffic other than official OC vehicles is permitted on the race course during the competition and official training times.
- d. Access points to the race course must be barricaded off and supervised for the duration of the competition.
- e. The local traffic authority has been notified and approval provided for all road closures.

**Notes Regarding Cycling:**

- a. Second and third party liability coverage is extended to "road cycling" training activities as prescribed by a coach regardless of the type of bike used in that activity.
- b. Coverage under the Policy is extended to supervised training activities, regardless of the type of bike used in the activity.
- c. In no case does the Policy cover "competitive biking" (any type of bike) for events or time trials.

10. **Back Country Skiing and Overnight Camping.** The coverage provided by the Policy in this general area is as follows:

- a. **Out of Town Tours (Including Overnight Camping).** Club-approved and organized ski excursions that go "out of town" and/or beyond a tracked trail system, including overnight camping, fall into this category. Such excursions are considered to be a regular club activity and are covered by the Policy. These activities must be listed and submitted each year to the Division office on the club calendar that is sent in with club registration. Section 4.4 of this manual explains the safety considerations that apply. Notably, these types of touring activities require a club approved and designated leader with suitable qualifications.
- b. **Mountain Touring (Including Overnight Camping).** These activities can also be covered by the Policy, but are considered to be special activities because of the increased risk. They require additional precautions in order to meet the Insurer's standards. Suitably qualified tour leaders must be identified and approved. If there is any risk of avalanche at all, or any other risk that could be considered greater than normal, the trip must not only have club approval but also suitably qualified leadership certified by a recognized Canadian agency specializing in back-country skiing. In all cases, the activity must be properly identified and registered with the National office. To err on the side of caution, special approval should be sought from the Insurer if there are any doubts about risk or the qualifications of the tour leader. Tour Leaders must have avalanche training and be properly equipped with peps and communication devices

- c. **High Risk Activities** – e.g. Mountain Climbing. These activities are not covered by the Policy.
11. **Snowshoeing activities.** These activities are covered by the Policy provided they are part of the club’s normal activities.
  12. **Nordic walking or Nordic hiking activities.** These activities are covered by the Policy provided they are part of the club’s normal activities.

Activities/procedures listed above in this manual are included in the insurance program. Other or new activities may be covered but check with the Division office prior to assuming these are covered.

## Exclusions

1. **Sexual Abuse and Harassment** will be covered on a claims-made basis and only for claims made after July 15, 2020. Any retroactive claims will be assessed under the policy in place at the time of the alleged abuse. It is essential that you have strong and documented prevention policies and practices in place.
2. **Cyber Exclusion** – losses due to hacking and other computer and data system exposures are excluded. It is essential that you have strict protocols over your entire system, particularly given the amount of private and confidential information some clubs and Divisions possess.
3. **Communicable Disease Exclusion** – COVID-19 and other communicable diseases are excluded. It is essential that you have strong protocols in place, are able to prove that you followed your protocols, and can prove that you communicated your protocols to members.

## SECTION 4 – SAFETY CONSIDERATIONS

### Nationally Sanctioned Events/Competitions

This section should be read in conjunction with the Nordiq Canada Competition Registration and Sanctioning Policy:

These competitions include:

1. International competitions held in Canada (FIS World Cups, World Championships or calendar events).
2. Nationally sanctioned events/competitions:
  - a. Tier 1 - National Championships, national race series and other specified events such as the Eastern and Western Canadian Championships.

- b. Tier 2 – high level competitions mandated at the Division level and carrying national sanction (e.g. provincial championships, provincial cup series).

The following insurance-related procedures are common for all events noted above:

1. Events/competitions must be registered with the Nordiq Canada National Office and Division Office of the hosting Nordiq Canada Club, a minimum of 45 days in advance of the event/competition. Regardless of the above, applicable policy coverage still remains in effect for all participants providing they have registered and signed an Informed Consent and Assumption of Risk Agreement prior to participating in the event.
2. All participants not in possession of a Nordiq Canada racing license must sign the required Informed Consent and Assumption of Risk Agreement at the time of registration for the event. This requirement is waived for members of a registered Nordiq Canada club if an Informed Consent and Assumption of Risk Agreement was signed as part of the club registration process, provided that the Agreement covers all competitions that are organized by the clubs.
3. All events/competitions must include a qualified Technical Delegate who will ensure the races are run per appropriate rules. The Technical Delegate will include in the Technical Delegate's Report details of any accidents that occurred.
4. Adequate safety equipment and personnel will be provided, operating under the responsibility of the Chief of Competition. (For further details, see Officials Manual.)
5. Rules governing these competitions are:
  - International: F.I.S. Rule Book.
  - National and Divisional Races: Nordiq Canada Rule Book.
6. To ensure clarity concerning required safety procedures, the following minimums are required:
  - a. All courses are to conform to safety standards as outlined in the FIS or Nordiq Canada Rule Books.
  - b. All courses are to be properly groomed for training and competition.
  - c. The Chief of Course and/or Technical Delegate must inspect the courses prior to the competition to ensure that the necessary conditions for safety are met.
  - d. Qualified safety personnel are stationed at the race start and finish area with appropriate first aid equipment to access skiers at anytime, anywhere on the course.
  - e. All courses are to be swept at the conclusion of the race.
  - f. Any especially difficult descents are to be clearly identified.
  - g. Any unsafe areas should be removed from the course.

## **Divisionally Sanctioned Events/Competitions and Activities.**

This section should be read in conjunction with the Nordiq Canada Competition Registration and Sanctioning Policy. Divisions may sanction less-formal Olympic style and loppet style competitions where a Technical Advisor rather than a Technical Delegate is assigned. Each Division will determine its own sanctioning policy and identify the types of competitions to which it applies:

1. Events/competitions must be registered with the Nordiq Canada National and the Division office of the parent Division of the hosting Nordiq Canada club a minimum of 45 days in advance of the event/competition, and must be listed on the Divisional calendar. Regardless of the above, applicable policy coverage still remains in effect for all participants providing they have registered and signed an Informed Consent and Assumption of Risk Agreement prior to participating in the event.
2. All participants not in possession of a Nordiq Canada racing license must sign the required Informed Consent and Assumption of Risk Agreement at the time of registration for the event. This requirement is waived for members of a Nordiq Canada registered club if an Informed Consent and Assumption of Risk Agreement was signed as part of the club registration process, provided that the agreement covers all competitions that are organized by the clubs.
3. All events/competitions must include a Technical Advisor who will ensure the races are run per appropriate rules. The Technical Advisor will include in the Technical Advisor's Report details of any accidents that occurred.
4. Loppets. These are mass participation citizen competitions and organized by a Nordiq Canada member entity. In addition to the safety procedures outlined in Section 4: points 4-6, the loppets must meet these safety pre-conditions:
  - a. Clearly visible signs and markers should be placed along the course to advise participants of medical stations, feeding areas, steep downhill, bridge and road crossings or other areas that require special consideration by skiers.
  - b. Preventative action such as the establishment of a cut-off time for late/slow skiers, shortened tracks for extreme cold conditions, etc., should be taken.
  - c. Patrollers should be placed on course at specified checkpoints.
  - d. Qualified safety personnel should be on standby.
  - e. For further information regarding these competitions, consult the FIS Rule Book and the Nordiq Canada Rule Book sections on loppet competitions.

## Entry-Level or Non-Sanctioned Competitions.

These are lower-level competitions which are not accorded sanctioning and where no Technical Advisor is assigned:

Competitions must be registered with the Division Office of the hosting Nordiq Canada club a minimum of 45 days in advance of the competition, and will be listed on the Divisional calendar. Regardless of the above, applicable policy coverage still remains in effect for all participants provided they have registered and signed an Informed Consent and Assumption of Risk Agreement prior to participating in the event.

The following safety considerations apply:

1. All courses need to be groomed and their safety insured prior to the competition.
2. Informed Consent and Assumption of Risk Agreement need to be signed. This requirement is waived for members of a registered Nordiq Canada club if an Informed Consent and Assumption of Risk Agreement has already been signed as part of the club registration process, provided that the agreement covers all competitions that are organized by the clubs.
3. Adequate safety equipment and personnel should be available and an emergency plan defined.

## Other Programs/Activities Delivered by Clubs

With regard to coverage under the Policy, the following procedures and safety measures apply to Nordiq Canada clubs when delivering other programs/activities:

1. **General Safety.** Common sense safety procedures are to be followed at all times. These include adequate supervision, providing safety officials at events when appropriate and ensuring participants are informed of the program's requirements prior to the start of the program.
2. **Registration.** All activities/programs must be registered with the Division office in accordance with procedures and timings specified by each Division.
3. **Program Administration.** All programs are to be administered under the supervision of an individual with the appropriate qualifications in cross-country skiing. The minimum requirements and applicable manuals are as follows:
  - a. **Coaching.** The Nordiq Canada Policy "Minimum Mandatory Coaching Qualifications", as posted on the Nordiq Canada web site applies to coaching of children under 17 years of

age and to coaching or assisting with the coaching of Nordiq Canada sanctioned Skills Development Programs (SDP).

- b. **Introduction to skiing.** Leaders of programs that are introductory in nature and do not include more than seven (7) hours of instruction per participant per year must be subject to general oversight by a qualified NCCP coach who has completed at least Community Coaching workshop (CC “trained” status). This provision does not affect the requirement that Nordiq Canada sanctioned Skills Development Programs be led by individuals who meet the “Minimum Mandatory Coaching Qualifications”, as posted on the Nordiq Canada web site.
- c. **Competition Management (Chief of Competition).** Nordiq Canada Officials Level 1. Officials Manual.
- d. **Entry level or “non-sanctioned” competitions** should follow safety guidelines in a manner consistent with sanctioned events, as appropriate to the size and scope of the competition.
- e. **Informed Consent and Assumption of Risk Agreement** must be signed by non-members (other than day-users). The signed agreements must be maintained by the club for a minimum of three years. Informed Consent and Assumption of Risk Agreement must be signed by all club members, however this requirement is waived if an informed consent was signed as part of the club registration process.

## **SECTION 5 – DIRECTORS AND OFFICERS ERRORS AND OMISSIONS LIABILITY INSURANCE**

Nordiq Canada has in place two (2) Directors and Officers (D&O) Insurance Policies:

1. **Coverage for Nordiq Canada National Directors and Officers** -- Policy limit per claim of \$5,000,000 and annual aggregate, as part of Nordiq Canada membership in the Canadian Snowsports Association.
2. **Coverage for Nordiq Canada, Divisions, Districts and Member Clubs** -- Policy limit per claim of \$1,000,000 per claim with \$10,000,000 annual aggregate as part of Cross Country membership in the Canadian Snowsports Association.

This Policy only covers those Clubs and Divisions listed as Insureds under this Policy with Nordiq Canada and the Canadian Snowsports Association. Some Divisions have waived this coverage for themselves and their clubs. Clubs, districts and Divisions of Nordiq Canada are urged to check their D&O coverage with Nordiq Canada.

*Note: As of March 31, 2020 – 13 Divisions and 290 Cross Country Clubs were covered under this Policy.*

The coverage includes the defence of, but is not limited to claims involving:

- a. Employment practices including wrongful dismissal.
- b. Fiduciary Liability – mishandling of funds (excludes theft or fraud)
- c. Discrimination – including sexual and physical
- d. Unfair Practices – employee related defamation and retaliation.
- e. Actual or alleged error or misstatement or misleading statements
- f. Actual or alleged act or omission, or breach of duty.

The Policy will pay compensatory damages, including punitive or exemplary damages awarded by a Canadian court. Note: “Damages” does not include fines, penalties, multiple damages or damages deemed uninsurable by law.

As is normal for D&O insurance, the Policy is written on a “claims made” basis. The claim or circumstances giving rise to the claim are only covered if it arose and was reported during the Policy period.

The policy provides first dollar legal defence, and legal defence (retention of lawyers) is provided by Insurers. Insurers have the right to defend the claim using their specialized law firms.

## **SECTION 6 – REPORTING OF INCIDENTS**

### **Responsibility**

The individual who is charged with responsibility for organizing, conducting or leading a program/activity/event is responsible for completing an Incident Report Form (found in the [Document Centre](#) on the Nordiq Canada website) to record the details of accidents that occur during that program/activity/event.

### **Handling of Incident Report Forms**

In the case of hospitalization or if it appears that a liability claim may be forthcoming, report the accident by telephone immediately to EQUA Specialty Risk Partners office by giving them all the information. Keep one copy of the Incident Report Form on file. Within 24 hours of the incident, send one copy to EQUA Specialty Risk Partners, one copy to Canadian Snowsports Association, one copy to Nordiq Canada, and one copy to the Division. In all cases, a copy of the Incident Report Form is to be retained for at least two years by the organization that hosted or organized the program/activity/event at which the accident occurred.

## CROSS COUNTRY RESPONSIBILITY CODE

# CROSS COUNTRY RESPONSIBILITY CODE



THERE ARE ELEMENTS OF RISK THAT COMMON SENSE AND PERSONAL AWARENESS CAN HELP REDUCE. REGARDLESS OF HOW YOU DECIDE TO USE THE TRAILS, ALWAYS SHOW COURTESY TO OTHERS. PLEASE ADHERE TO THE CODE LISTED BELOW AND SHARE WITH OTHERS THE RESPONSIBILITY FOR A SAFE OUTDOOR EXPERIENCE.

- 1** *Always check posted trail conditions.*
- 2** *Ski in indicated direction and obey all posted signs and warnings. Keep off closed trails.*
- 3** *Always ski to right when meeting on-coming skiers and when skiing on double track.*
- 4** *Yield the track to faster skiers and skiers calling 'track'.*
- 5** *Ski in control. On two-way trails descending skiers have the right-of-way.*
- 6** *Do not stop where you obstruct a trail or are not visible to others. Move off the track quickly if you fall or during rest stops.*
- 7** *Do not litter. Take out what you pack in. Respect all property.*
- 8** *Report all incidents.*

**Know the Code - Be Safety Conscious  
It is Your Responsibility**

