

**AMERICAN CANOE ASSOCIATION**

**Dec. 1, 2021 – Nov. 30, 2022**

**PADDLE AMERICA CLUB AGREEMENT AND INSURANCE PROCEDURES – Revised 2021**

The **AMERICAN CANOE ASSOCIATION**, (hereinafter referred to as “ACA”) and \_\_\_\_\_ hereinafter referred to as “the PAC”) enter into this Paddle America Club Agreement to enroll the Club in the ACA’s Paddle America Club program, and to promote both organizations to the paddlesports community in general. This agreement lists the roles and responsibilities of ACA and the PAC and sets forth the procedures and requirements for obtaining ACA insurance.

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**WHEREAS** the ACA, a nonprofit organization under section 501(c)(3) of the Internal Revenue Code, provides education on matters related to paddling, supports stewardship of paddling environments, and enables programs and events to support paddlesports recreation,

**WHEREAS** the ACA recognizes that local and regional paddling clubs provide the most visible and readily available opportunities for individuals to participate in paddlesports, and therefore are vital to the ACA’s pursuit of its education, stewardship, and recreation goals,

**WHEREAS** paddling clubs recognize that the ACA provides valuable services to the paddlesports community, and wish to support the ACA and its programs by offering their individual members an opportunity to purchase an ACA membership,

**WHEREAS** the ACA and its member paddling clubs, working together, are better able to obtain affordable insurance coverage, and can thereby enhance their collective ability to sponsor paddlesports education, recreation, and stewardship activities,

**NOW, THEREFORE**, the ACA and the Paddle America Club willfully enter into this Agreement.

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**SECTION I. Roles and Responsibilities of the American Canoe Association**

The ACA assumes the following roles and responsibilities while this agreement is in effect:

- A. **Promotion and Support of PACs:** The ACA agrees to promote and support the Paddle America Club Program and its individual Paddle America Clubs through ACA publications and the ACA website. The ACA also agrees to provide access to expertise in stewardship and public policy, safety education and instruction, recreation, and competition.
- B. **Membership:** The ACA agrees to make ACA memberships available to members of the PAC at the rates listed on the ACA website (per the fee schedule).
- C. **General Liability and Excess Liability Insurance:** The ACA agrees to provide insurance coverage under the ACA’s General Liability and Excess Liability Insurance Policies for all PAC activities that are properly registered under Section II.C of this agreement.
  - 1. Upon receipt of this agreement, the ACA will request a PAC General Certificate of Insurance using the information on the form attached to this agreement.
  - 2. Coverage will be for the following named insureds and activities, subject to the exclusions and limitations listed in the policy (available upon request):
    - a. Paddle America Clubs including their club members, event members, coaches, event leaders, and administrators arising from club-sponsored and adult-supervised on-water activities such as sanctioned events and workshops, practices, training, and instruction as well as off-water activities such as fundraisers, banquets, and meetings; and

- b. Any person who is a volunteer worker for a named insured, but only while acting at the direction of a named insured, and within the scope of volunteer duties for a named insured.
- 3. **DISCLOSURE OF EXCLUSIONS:** ACA insurance provides **NO COVERAGE** for the following types of claims or any resulting liability:
  - a. Claims against or liability of an entity or individual other than the PAC named in this agreement or the persons named in Section I.C.2, unless the entity or individual is named in a Certificate of Additional Insured.
  - b. Claims relating to or liability resulting from the operation of a motor vehicle. Claims for injuries or damages caused by a motor vehicle (including damage to boats and other vehicles) should be directed at the driver's individual auto insurance policy.
  - c. Claims relating to or liability resulting from actual or alleged abuse or molestation of any person while in the control of any named insured. The ACA's policy excludes coverage for these claims.
  - d. The ACA's General Liability policy does not provide participant accident coverage.
- D. **Waiver of Sanctioning Fees:** The ACA agrees to provide sanctioning for PAC activities and events for no additional event sanctioning charge ("additional insured" fees and "late fees" will still apply).

## **SECTION II. Roles and Responsibilities of the Paddle America Club:**

The PAC assumes the following roles and responsibilities while this agreement is in effect:

- A. **Promotion of the ACA:** The PAC agrees to promote the ACA through its activities and publications, and specifically agrees to do the following:
  - 1. The PAC will prominently display the unaltered logo of the ACA on the PAC website, on all PAC publications, promotional materials, press materials, banners, and other printed materials associated with all public activities. Display will be in accordance with the ACA Logo Style Guide. (The PAC acknowledges its use of the ACA logo is a limited license subject to the ACA's discretion, and that ownership of the ACA logo remains entirely with the ACA).
  - 2. The PAC will identify the ACA in connection with ACA-insured activities and events using appropriate language such as "ACA-Sanctioned Event," "Conducted in Partnership with ACA | Canoe – Kayak – SUP – Raft - Rescue," or something similar.
- B. **Membership:** To be considered a PAC and to receive the Liability Insurance coverage referred to in Section I.C, above, the PAC agrees to the following membership requirements:
  - 1. **PAC dues:** The PAC agrees to pay Paddle America Club membership dues for the 12-month period from Dec.1, 2021 through Nov.30, 2022. Dues will be based on the fee schedule listed on the ACA website.
  - 2. **ACA memberships:** The PAC agrees to offer its existing and newly-joining club members an ACA individual membership (rates will be based on the schedule fee listed on the ACA website). The PAC will offer this option to PAC members on its membership solicitations and at the PAC's insured activities and events. At the time of purchase, the PAC will collect signed **ACA Combined Membership and Waiver and Release of Liability** forms (hereinafter "Waiver & Release of Liability forms" or "waivers") from all of its ACA Paddle America Club members and submit the **SIGNED** waivers to the ACA. The PAC may copy the waivers before submitting them to the ACA.
  - 3. **Procedure for adding new Paddle America Members during the agreement period:** To add new members to its roster during the agreement period, the PAC agrees to accept combined PAC and ACA dues payments from new members and to forward their **SIGNED** waivers to the ACA along with their membership payments.

C. Insured activities and events. The PAC agrees to meet the following requirements for insuring its activities and events:

1. Notification of PAC Activities. The PAC agrees to notify the ACA in advance of all activities to be insured, in accordance with the following requirements:
  - a. Initial Schedule of Activities: **The PAC agrees to provide an initial schedule of activities within 30 days of the submission of this agreement.**
  - b. Schedule additions and deletions: The PAC may add activities to or delete activities from its schedule of insured activities by notifying the ACA Insurance Department. Additions to its schedule must describe the activity and identify the planned venue (subject to Section II.C.1.c, below). Cancellations and deletions from the PAC's schedule must be submitted as soon as possible. **Email notifications sent to "insurance@americancanoe.org" are acceptable, only if the ACA Insurance Department receives notification by 4pm eastern time on the business day prior to the start of the activity.**
  - c. Venue changes: **The PAC may make last-minute venue changes due to weather and water conditions, so long as notification is submitted to the ACA Insurance Department prior to the start of the event and the resulting activity complies with the ACA's Risk Management Guidelines** (See Section II.C.3).
  - d. Class III – V Whitewater: The PAC will submit a Special Insurance Registration Form (online) along with other requested documents **two weeks prior** to the activity date that takes place on class III – V whitewater. The Special Insurance Registration Form must be reviewed and approved by the ACA National Office before coverage is granted.
2. Additional insured and rush fees: The PAC agrees to pay the ACA \$20.00 for each additional insured request, and a \$25.00 rush fee for any certificate request or additional insured request submitted within ten business days of the start of any activity occurring after December 1, 2021.
3. Risk Management and Indemnification:
  - a. The PAC agrees to conduct all insured activities in accordance with the ACA's Risk Management Requirements. The PAC understands its responsibility to comply with reasonable and appropriate safety standards in conducting its activities and acknowledges that its failure to do so could adversely impact its insurance coverage and the ACA's insurance program.
  - b. Before entering into any written or oral agreement to indemnify, hold harmless, or assume the liability of a third party, the PAC will provide ACA with a copy of the proposed agreement and allow ten (10) business days for ACA review.
4. ACA membership: To be covered by the ACA's insurance policy, all participants must be members of the ACA. To satisfy this requirement, the PAC agrees to require all participants in insured activities and events to be ACA members in one of the following ways:
  - a. As current ACA Members: For participants who are ACA members in good standing, the PAC agrees to accept a current ACA membership card or other proof of ACA membership in satisfaction of the participant's ACA membership requirement. (Note: These persons must sign a waiver. See Section II.C.5.b, below);
  - b. As new ACA Members: For participants who are not ACA members in one of the preceding categories, the PAC may offer the option of purchasing a stand-alone, full-price individual membership at current ACA membership dues rates.
  - c. As ACA Event Members: For participants who are not ACA members in one of the preceding categories, the PAC agrees to require participants to purchase an ACA 'event' membership to

participate in the insured activity. Single event memberships may be purchased at the rate published on the ACA website, per the event fee schedule. Event memberships are good for a single event, defined as any one of the following:

- i. A single paddling trip lasting one or more consecutive days, not to exceed 30 days;
  - ii. A single paddling event or festival lasting one or more consecutive days, not to exceed 30 days;
  - iii. A single course of ACA instruction taught by ACA-certified instructors; or
  - iv. A single pool session. Participants in multiple pool sessions must hold an annual membership to avoid multiple event membership fees.
5. **Waivers:** The ACA's insurance policy requires PACs to obtain a signed Waiver & Release of Liability form from all activity participants. To satisfy this requirement, **THE PAC AGREES TO REQUIRE ALL PARTICIPANTS TO READ AND SIGN AN ACA COMBINED MEMBERSHIP AND WAIVER & RELEASE OF LIABILITY FORM BEFORE PARTICIPATING IN ANY ACA-INSURED ACTIVITY; THE PAC ALSO AGREES TO SUBMIT THE SIGNED FORM TO THE ACA NATIONAL OFFICE.** The PAC may satisfy this requirement in the following ways:
- a. **For members of the PAC:**
    - i. In accordance with Section II.B.2 above, collect a signed waiver from all ACA Paddle America Club members when they purchase or renew their memberships and submit the **signed** waivers to the ACA. The PAC may copy the signed waivers before submitting it to the ACA.
    - ii. On the day of an insured activity, confirm that all members of the PAC who are participating in the activity have submitted a **signed** waiver to the ACA, and require those who have not done so to sign a waiver before participating in the activity.
  - b. **For other current ACA members:** Require all current ACA members who are not members of the PAC to **read and sign a waiver** before participating in an insured activity. This includes persons who are members of another Paddle America Club.
  - c. **Online waivers:** In lieu of hard copy, paper waivers, PACs may utilize the ACA's online waiver & release of liability platform so long as PACs verify that all event participants have signed online prior to participating in the event.  
*Failure to submit waivers: The PAC understands that failure to collect and submit signed waiver forms may expose the club to monetary liability. The ACA reserves the right to require PACs that do not submit signed waivers to the ACA to submit a \$250 waiver deposit before insuring any additional activities.*
6. **Event Reporting:** The ACA must receive reports on all insured PAC activities to provide insurance coverage to all participants and to keep insurance costs to minimum. Therefore, the PAC and its activity leaders agree to submit reports for their insured activities to the ACA, in accordance with the requirements listed below:
- a. **Activities with non-members:** For activities in which one or more participants purchased memberships of any kind to participate, the PAC must submit a report meeting the following requirements:
    - i. The report must indicate the total number of participants in the activity who are current ACA members in good standing (*i.e.*, a headcount of ACA members).
    - ii. The report must include a **signed** waiver for each member of the PAC who has not previously submitted a waiver to the ACA;

- iii. The report must include a **signed** waiver for each participant who is not a member of the PAC. This includes non-PAC ACA individual members and persons who are members of another PAC;
  - iv. The report must include a **signed** waiver for each participant who purchases a membership (in any category) to participate in the activity; and
  - v. The report must include payment for all ACA membership fees collected during the activity, in accordance with Section II.C.4.
- c. Reporting procedures and due dates. Reports must be submitted as follows:
- i. The informational portion of the report (Sections II.C.6.a.i and II.C.6.b.i, above) may be submitted with the online form provided on the ACA website or via email to “insurance@americancanoe.org,” so long as the email identifies the PAC, includes the activity description, date, venue, and **must utilize the reporting spreadsheet supplied by the ACA Insurance Department**. Reports for multiple activities may be submitted together, so long as each activity is separately identified by description, date, and venue.
  - ii. Reports must be submitted to the ACA within thirty (30) days of the completion of the activity. **Reports submitted more than thirty days after the completion of an activity will incur a \$25.00 late fee and reports submitted more than ninety days after the completion of an activity will incur a \$75.00 late fee.**
7. Incident reports: **Prompt notification of incidents that occur during ACA-insured activities is critical for proper claims management.** Therefore, the PAC agrees to require its representatives to promptly report any incidents in accordance with the requirements listed below. Incident reports must be submitted whether the person involved is a participant or a spectator, and whether the incident is likely to result in a liability claim:
- a. In the case of a serious injury, the PAC’s representatives must contact the insurance company’s claims management hotline at 260-969-5203 or 800-566-7941 as soon as possible after the incident has been stabilized.
  - b. In all incidents, the PAC’s representatives must complete an incident report using the ACA Incident Report Form and **must submit the report AND THE PARTICIPANT’S SIGNED Waiver & Release of Liability** form to the ACA within seven (7) days of the incident. If the participant’s waiver has already been submitted to the ACA, the PAC’s representative should so indicate on the incident report.

D. Limitations on Liability Insurance coverage: The PAC understands and agrees that the insurance protection provided under this agreement is **limited to the scope of covered activities under Section I.C and that some club activities may not be covered under this agreement or the underlying insurance policy.**

### **SECTION III. Other terms:**

#### A. Payment due dates:

- 1. Payment of the PAC dues referred to in Section II.B.1 must be submitted with this signed agreement.
- 2. Payment for individual memberships must be made in accordance with the option selected on the signature page, as required by Section II.B.3.

B. Effective dates: This agreement will be in effect from the date in which both parties have signed the agreement through November 30, 2022.

**December 2021 to November 2022 ACA Paddle America Club Agreement**

**Annual Certificate of Insurance Request Form**

When the ACA receives this signed PAC agreement and dues payment, the PAC shall receive an Annual Certificate of Insurance (COI), which will include the information provided below. This COI will cover all activities listed in the submitted PAC schedule of activities, aside from those which are excluded in accordance with section I.3 above and the required processes described elsewhere in this agreement.

PAC Name: \_\_\_\_\_

PAC Street Address: \_\_\_\_\_

PAC City/State/Zip: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email(s): \_\_\_\_\_

PAC Website URL: \_\_\_\_\_

**PAC Insurance Contact Information Form**

PACs must appoint an Insurance Contact to serve as the primary point of contact for administration of the insurance program. Use the form below to identify the Insurance Contact for the PAC. This person must be a current member of the ACA and must maintain an ACA individual membership.

PAC Insurance Contact Name: \_\_\_\_\_

PAC Contact ACA Number: \_\_\_\_\_

PAC Contact Street Address: \_\_\_\_\_

PAC Contact City/State/Zip: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

**Additional Information**

Number of members in the PAC: \_\_\_\_\_

Is the PAC primarily recreation or competition based? \_\_\_\_\_

Is the PAC a registered non-profit organization? \_\_\_\_\_

Club President Name: \_\_\_\_\_

Club President Email Address: \_\_\_\_\_

**Signatures**

IN WITNESS OF their agreement to the terms on pages 1 through 7 of the December 2021 to November 2022 American Canoe Association Paddle America Club Agreement; the parties hereto have caused this signature page to be executed by their duly authorized representatives as of the date written below.

FOR: **AMERICAN CANOE ASSOCIATION**

ACA Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: Insurance Coordinator

FOR: **Full Name of PAC: Do**  
***not use initials or acronyms:*** \_\_\_\_\_

Signature (PAC): \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

**December 2021 to November 2022 ACA Paddle America Club Agreement**

**Request for Additional Insured**

Provide the information below to have a sponsor, landowner, or other third party listed as an **Additional Insured** on the PAC's Annual Certificate of Insurance. To request multiple Additional Insureds, or to request more new Additional Insureds after submission of this agreement, please contact the ACA's Insurance Coordinator. Fees for Additional Insureds are \$20.00 per insured plus a \$25.00 rush fee if requested within 10 days of an activity.

Name of Additional Insured: \_\_\_\_\_

Add'l Insured Contact Person Email  
Contact Person: \_\_\_\_\_ Address (if available): \_\_\_\_\_

Additional Insured Street Address: \_\_\_\_\_

Additional Insured City/State/Zip: \_\_\_\_\_

Describe Relationship of Additional Insured to PAC or activity (e.g. pool owner, activity sponsor, landowner):

Specify required wording of additional insured statement if different from the name of Additional Insured listed above, or attach copy of Additional Insured's request or instructions (Note: Subject to review by insurance company):

**REQUIRED: Indicate whether the PAC has entered into any written or oral agreement, contract or permit that requires the PAC to indemnify, hold harmless or assume the liability of a third party?**

Yes  No  (Check one. If Yes, submit a copy of the agreement with this request)

**\*\*If more than one Additional Insured is needed, please submit the request via online link below:**  
[https://www.americancanoe.org/Additional\\_Insured](https://www.americancanoe.org/Additional_Insured)