

AMERICAN CANOE ASSOCIATION
Dec. 1, 2022 – January 31, 2024
AFFILIATE ORGANIZATION AGREEMENT AND INSURANCE PROCEDURES

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

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-related organizations 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 affiliate organizations recognize that the ACA provides valuable services to the paddlesports community, and wish to support the ACA and its programs by offering their event participants and attendees an opportunity to purchase an ACA membership,

WHEREAS the ACA and its member affiliate organizations, 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 Affiliate Organization willfully enter into this Agreement.

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 Affiliates**: The ACA agrees to promote and support the overall Affiliate Organization Program and its individual Affiliate Organizations 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 or participants of the Affiliate Organization 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 approved on-water Affiliate activities that are properly registered under Section II.C of this agreement.
 - 1. Upon receipt of this agreement, a signed acknowledgement of the ACA Risk Management Requirements, Insurance Request Form, and submission of the appropriate sanctioning fees, the ACA will request a Certificate of Insurance using the information provided in the event insurance request form.
 - 2. Coverage will be for the properly registered and approved event/activity and named additional insureds, subject to the exclusions and limitations listed in the policy (available upon request).
 - 3. **DISCLOSURE OF EXCLUSIONS**: ACA insurance provides **NO COVERAGE** for the following types of claims or any resulting liability:

____ Initials

- a. Claims against or liability of an entity or individual other than the Affiliate Organization 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 Affiliate Organization Insurance program does not provide coverage for any off-water events.
- e. The ACA's General Liability policy does not provide participant accident coverage.

SECTION II. Roles and Responsibilities of the Affiliate Organization:

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

- A. Promotion of the ACA: The Affiliate agrees to promote the ACA through its activities and publications, and specifically agrees to do the following:
 1. The Affiliate will prominently display the unaltered logo of the ACA on the organization/event website, on all organization/event 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 Affiliate Organization 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 Affiliate 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 an Affiliate Organization and to receive the Liability Insurance coverage referred to in Section I.C, above, the Affiliate Organization agrees to the following membership requirements:
 1. Affiliate dues: The Affiliate Organization agrees to pay Affiliate Organization membership dues; dues will be based on the fee schedule listed on the ACA website.
 2. ACA memberships: The Affiliate Organization agrees to offer its existing and newly-joining event/activity participants an ACA individual membership (rates will be based on the schedule fee listed on the ACA website). The Affiliate will offer this option to event participants on its promotional and participation solicitations and at the Affiliate Organization's insured activities and events. At the time of purchase, the Affiliate 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 event participants and submit the **SIGNED** waivers to the ACA. The Affiliate Organization may copy the waivers before submitting them to the ACA.
- C. Insured activities and events. The Affiliate Organization agrees to meet the following requirements for insuring its activities and events:
 1. Notification of Activities. The Affiliate Organization agrees to register their event / activity with the ACA in advance of all activities to be insured, in accordance with the following requirements:

- a. Insurance Registration Form: **The Affiliate Organization agrees to submit a complete Insurance Request Form for every event for which they seek ACA insurance coverage. This form must be completed online, using the policies and procedures listed on the ACA website.**
 - b. Venue changes: **The Affiliate may make venue changes due to weather and water conditions, so long as notification is submitted to the ACA Insurance Department 48 hours prior to the start of the event and the resulting activity complies with the ACA’s Risk Management Requirements** (See Section II.C.3 of the Risk Management Requirements Document).
 - c. Class III and Higher Whitewater: The Affiliate will submit an Insurance Request Form (online) along with other requested documents **ten business days prior** to the activity date that takes place on class III and higher whitewater. The Insurance Request Form must be reviewed and approved by the ACA National Office before coverage is granted.
2. Sanctioning, Additional insured, and rush fees: The Affiliate agrees to pay the ACA \$20.00 for each sanctioned event, \$20.00 for each additional insured request, and a \$25.00 rush fee for any insurance certificate request or additional insured request submitted within ten business days of the start of any activity occurring after January 31, 2023.
3. Risk Management and Indemnification:
- a. The Affiliate agrees to conduct all insured activities in accordance with the ACA’s Risk Management Requirements. The Affiliate 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 Affiliate will provide ACA with a copy of the proposed agreement and allow 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 Affiliate 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 Affiliate 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.a, below).
 - b. As new ACA Members: For participants who are not ACA members in one of the preceding categories, the Affiliate 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 Affiliate 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 utilized for Affiliate Organization events are good for a single event only.
5. Waivers: The ACA’s insurance policy requires Affiliates to obtain a signed Waiver & Release of Liability form from all activity participants. To satisfy this requirement, **THE AFFILAITE ORGANIZATION 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 AFFILIATE ORGANIZATION ALSO AGREES TO SUBMIT THE SIGNED FORM TO THE ACA NATIONAL OFFICE.** The Affiliate Organization may satisfy this requirement in the following ways:

- a. Hard Copy Waivers: On or before the day of an insured activity, require all event participants to sign a waiver before participating in the activity.
- b. Online waivers: In lieu of hard copy, paper waivers, Affiliates may utilize the ACA's online waiver & release of liability platform so long as the Affiliate Organizations verify that all event participants have signed online prior to participating in the event.

Failure to submit waivers: The Affiliate understands that failure to collect and submit signed waiver forms may expose the Affiliate Organization to monetary liability. The ACA reserves the right to require Affiliate Organizations 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 Affiliate Organization activities to provide insurance coverage to all participants and to keep insurance costs to minimum. Therefore, the Affiliate 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 Affiliate Organization 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 indicate the total number of participants in the activity that elected purchase a stand-alone, full-price individual membership at current ACA membership dues rates
 - iii. The report must indicate the total number of participants in the activity who purchased an event membership (*i.e.*, those who paid the event membership fee)
 - iv. The report must include a **signed** waiver for each participant regardless of membership type or status
 - 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 event report (Sections II.C.6 above) **must be submitted with the online form provided on the ACA website and must utilize the reporting spreadsheet supplied by the ACA Insurance Department.**
 - ii. Reports must be submitted to the ACA within 30 days of the completion of the activity. **Reports submitted more than 30 days after the completion of an activity will incur a \$25.00 late fee and reports submitted more than 90 days after the completion of an activity will incur a \$75.00 late fee.**
 - iii. **Events which remain unreported after 90 days will initiate a HOLD on all subsequent insured events (including future events for which coverage has already been requested) and any pending insurance requests submitted by the Affiliate.**
7. Incident reports: **Prompt notification of incidents that occur during ACA-insured activities is critical for proper claims management.** Therefore, the Affiliate Organization 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 or not the incident is likely to result in a liability claim:

- a. In the case of a serious injury, the Affiliate Organization’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 Affiliate Organization’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 **7 days** of the incident.

D. Limitations on Liability Insurance coverage: The Affiliate Organization 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 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 Affiliate Organization dues referred to in Section II.B.1 must be submitted with this signed agreement.
- 2. Effective dates: This agreement will be in effect for 365 days from the date in which both parties have signed the agreement, and the policies and procedures contained herein will be required for every activity / event for which the Affiliate Organization requests ACA insurance coverage.

Additional Information

Is the Affiliate Organization primarily recreation, stewardship, or competition based?

Is the Affiliate Organization a registered non-profit organization?

Affiliate Organization Contact Name:

Affiliate Organization Contact Email Address:

Signatures

IN WITNESS OF their agreement to the terms on pages 1 through 5 of this American Canoe Association Affiliate Organization 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 Affiliate**

Organization: Do not use

initials or acronyms: _____

Affiliate Signature: _____ Date: _____

Name (Printed): _____ Title: _____