



**Cross Country Canada**  
**Liability Insurance Manual**  
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# CROSS COUNTRY CANADA

## LIABILITY INSURANCE MANUAL

### SECTION 1 – INTRODUCTION

- 1.1 Background.** Cross Country Canada maintains liability insurance for all levels of the Association – national (the national sport organization), division (the provincial/territorial sport organizations), member district and clubs. The coverage in force is a Third Party Sports Liability Policy which includes Directors and Officers Errors and Omissions.
- 1.2 Aim.** The aim of this manual is to provide general information regarding the coverage provided by the CCC 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.
- 1.3 Definitions**
- a. **First, Second and Third Parties.** There are three (3) Parties to an Insurance Contract:
    - 1) First Party - the Insurance Company.
    - 2) Second Party - the Named Insureds and Additional Named Insureds. In the case of the Policy, the Named Insured includes: CCC National and its directors and officers; divisions (provincial/territorial sport organizations), member district and their directors and officers; member clubs and their directors and officers, members, participants, volunteers, sponsors and participating land owners. Additional detail is provided in Section 3 – Specific Coverage.
    - 3) Third Party - the Claimant.
  - b. **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 CCC 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 OC’s responsibility to ensure that an Informed Consent and Assumption of Risk Agreement is completed by all non-CCC club members or the CCC Race License number is recorded for all competitors in the competitions they host.

- 1.4 Related Documents.** This manual should be read and interpreted in conjunction with approved CCC policies. In particular, as regards insurance coverage for events and competitions, this manual should be read in conjunction with *CCC Policy 2.2.1 Competition Registration and Sanctioning*.

## **SECTION 2 – GENERAL COVERAGE**

### **2.1 Extent of Coverage**

- a. This general intent of the Policy is to provide coverage that will protect the Second Party (i.e. the Named Insured and Additional Named Insureds – see definition at Section 1.2.a.2) 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) 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".
- b. The Policy includes a cross liability clause (i.e. one participant sues another).

### **2.2 Outline of Coverage**

- a. Up to \$10,000,000 coverage per claim for all bodily injury, property damage and related legal expense claims (Bodily Injury/Property Damage and Legal Expense deductible \$2,500.00).
- b. Up to \$1,000,000 per claim for all Errors and Omissions. (No deductible applies)
- c. Up to \$10,000,000 coverage for Advertising Injury claims (\$2,500 deductible).
- d. Up to \$10,000,000 per claim for Tenants Legal Liability (any one premise) (\$2,500 deductible).
- e. Up to \$50,000 for medical expenses per person. (No deductible applies).
- f. Up to \$10,000,000 per claim for claims resulting from the use of non-owned vehicles (Bodily Injury/Property Damage and Legal Expense deductible \$1,000.00)

- 2.3 Primary Coverage.** Primary coverage is for all CCC approved or sanctioned programs/activities as developed, organized and delivered by CCC 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.

### **2.4 Secondary Coverage**

- a. Recreational activities provided by CCC clubs are covered subject to the following conditions:
  - 1) the club and its program are registered with CCC; and
  - 2) the insurance coverage is secondary to any personal liability coverage a member has.
- b. This coverage includes but is not limited to: general recreational skiing, socials, fundraising and PR events, out-of-town tours if sponsored and run by the club, club house daily use and trail preparation.

## **SECTION 3 – SPECIFIC COVERAGE**

### 3.1 Cross Country Canada National

- a. Cross Country Canada National (CCC) includes the following: National staff, Board of Directors and Officers and Operational Committees.
- b. Coverage is provided for, but is not limited to: National Ski Team programs, CCC mandated Training Centres, nationally sanctioned races, coaching programs, officiating programs, Skill Development Programs, Recruitment to Competitive Skiing Initiatives, women's programs, including Fast and Female Supporting Women in Sport Foundation, and related administration.
- c. Groups noted above and national sponsors of these groups must adhere to CCC safety guidelines and must be registered with the CCC National Office to be included in the Policy. Registration includes listing names, job descriptions (if appropriate), teams, schedules and events.

### 3.2 Cross Country Canada Divisions and Member Districts

- a. CCC divisions and Member districts include the following: division staff, division Boards of Directors and Officers and division program committees.
- b. 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.
- c. The division is also covered for all nationally sanctioned programs/activities (as identified above) in which it participates.
- d. Groups noted above and division sponsors of these groups must adhere to CCC safety guidelines and must be registered with the division 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.

### 3.3 Cross Country Canada Clubs

- a. CCC clubs are those that are registered with CCC divisions and are in good standing.
- b. CCC clubs include the following: club staff, club Boards of Directors or Executives and Officers, and club program committees.
- c. Coverage is for all club registered programs/activities (e.g. coaching, officiating, competitions, pre-season activities, trail preparation and grooming, fund-raising, 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.
- d. Coverage is also provided for all nationally/divisionally sanctioned programs/activities (as identified above) in which the club participates.
- e. The club, its members, its sponsors and its programs/activities ***must be registered with the division office and must adhere to CCC/division safety guidelines***. Instructions on registration procedures and timings will be issued by each division.
- f. Coverage is secondary to any personal liability insurance which an individual member has.

- g. Coverage is extended to include venue providers (municipal, provincial or federal governments and/or private landowners) *if requested*.
- h. 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/) and have been inserted into this manual as Appendix 4. 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 for processing to CCC.

### 3.4 Conditions Relating to Coverage

- a. **Use of Automobiles.** Liabilities that relate to the operation of an owned vehicle (i.e. 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 will defend the member, and may also include the defence of the club, division and CCC 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 CCC as additional named insureds. The non-owned automobile extension on the CCC Policy does not apply to member’s automobiles (as a member is a named insured (1.3.a.2)). The non-owned automobile extension will defend the club, division and CCC.
- b. **Snowmobiles and Trail-Grooming Equipment.** The operation of all grooming equipment (i.e. 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 motorised 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.
- c. **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. 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.
- d. **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.
- e. **Day Use by Non-Members**

- 1) **Recreational Skiing.** Day use members are 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 a 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.
  - c) Clubs should also consider posting a sign indicating whether trails are suitable for novices and/or advanced skiers.
  - d) It is desirable for clubs to post signs to warn that skiers who are not members or registered day-users are considered to be trespassers.
- 2) **Competitions**
  - a) **Nationally Sanctioned.** The Policy requires that all participants in CCC-sanctioned competitions hosted by CCC clubs must be either individual members (in good standing) of CCC, foreign racers holding a race license issued by their national association or supporting members of CCC. 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.
  - b) **Divisionally Sanctioned.** Competitors who are not CCC members and who compete in a divisionally sanctioned competition hosted by a CCC club may be considered as "additional Named Insureds" for the duration of the competition for which they have signed an Informed Consent and Assumption of Risks Form, *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 CCC 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.
- f. **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.
  - 1) **Informed Consent and Assumption of Risk Agreement.** The prescribed format is at Appendix 2, or is available from your division office or the CCC National Office. Note that all CCC racing license holders do not need to sign an Informed Consent and Assumption of Risk Agreement for events or competitions while the CCC racing license is valid.
  - 2) 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 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.

- g. **Unauthorized Use of Club Trails.** The Policy provides for protection against claims initiated by non-members who trespass on club trails.
- h. **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.

1) 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 CCC at which it takes place.
- c) Guidelines as outlined in *CCC Policy 2.1.5 Roller Skiing* must be adhered to as a minimum guide unless otherwise defined.

2) Notes Regarding Roller-Ski Competitions. The Policy **will** provide coverage for roller-skiing competitions as long as the member organizer adheres to *CCC Policy 2.2.1 Competition Sanctioning and Registration*, the competition is registered through the Division with CCC and the Organizing Committee (OC) follows these following precautions in addition to those outlined in *CCC Policy 2.1.5 Roller Skiing*:

- a) Trained race officials must be in place and be overseen by a CCC appointed Technical Advisor.
- 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.

3) 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) Full coverage under the Policy **does not** extend to off the road "mountain biking" **training** activities, regardless of the type of bike used in the activity. Only third party liability coverage applies. This means that there is insurance coverage if the athlete runs into and is sued by a hiker on the trail (third party coverage). There is no coverage when the athlete gets injured and

sues the coach for negligence in suggesting that the athlete train on that trail (second party coverage).

- c) Recreational cycling (road bikes only) of athletes/members, is covered when done as a supervised **training** activity in group.
- d) In no case does the Policy cover "competitive biking" (any type of bike) for events or time trials.
- i. **Back Country Skiing and Overnight Camping.** The coverage provided by the Policy in these general area is as follows:
  - 1) **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 should 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.
  - 2) **Mountain Touring (Including Overnight Camping).** These activities are also 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. 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 division 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.
  - 3) **High Risk Activities – e.g. Mountain Climbing.** These activities **are not** covered by the Policy.
- j. **Snowshoeing activities.** These activities are covered by the Policy.
- k. **Nordic walking or Nordic hiking activities.** These activities are covered by the Policy.
- l. 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.

## SECTION 4 – SAFETY CONSIDERATIONS

**4.1 Nationally Sanctioned Events/Competitions.** This section should be read in conjunction with paragraphs 22 and 23 of *CCC Policy 2.2.1 Competition Registration and Sanctioning*:

- a. These competitions include:
  - 1) International competitions held in Canada (FIS World Cup or FIS 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).
- b. The following insurance-related procedures are common for all events noted above:
- 1) Events/competitions must be registered with the Division Office of the hosting CCC club a minimum of 30 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 a Informed Consent and Assumption of Risk Agreement prior to participating in the event.
  - 2) All participants not in possession of a CCC racing license must sign the required Informed Consent and Assumption of Risk Agreement at the time of registration for the event (a sample format is at Appendix 2, or is available from your Division Office.) This requirement is waived for members of a registered CCC 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 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 which 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:
    - a) International: F.I.S. Rule Book.
    - b) National and Divisional Races: CCC 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 CCC 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/finish area with appropriate first aid equipment to access skiers at any time, 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.

**4.2 Divisionally Sanctioned Events/Competitions and Activities.** This section should be read in conjunction with paragraph 24 of *CCC Policy 2.2.1 Competition Registration and Sanctioning*. Divisions may sanction less-formal Olympic style and loppet style competitions where a Technical Advisor rather than a TD is

assigned. Each division will determine its own sanctioning policy and identify the types of competitions to which it applies:

- a. Events/competitions must be registered with the division office of the parent division of the hosting CCC club a minimum of 30 days in advance of the event/competition, and will 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 a Informed Consent and Assumption of Risk Agreement prior to participating in the event.
- b. All participants not in possession of a CCC 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 CCC 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.
- c. 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 which occurred.
- d. **Loppets.** These are mass participation citizen competitions. In addition to the safety procedures (points 4) to 6)) outlined in the section 4.1.b., the loppets must meet these safety pre-conditions:
  - 1) Clearly visible signs and markers should be placed along the course to advise participants of medical stations, feeding areas, steep downhill, bridge/road crossings or other areas which require special consideration by skiers.
  - 2) 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.
  - 3) Patrollers should be placed on course at specified checkpoints.
  - 4) Qualified safety personnel should be on standby.
  - 5) For further information regarding these competitions, consult the FIS Rule Book and the CCC Rule Book sections on loppet competitions.

**4.3 Entry-Level or Non-Sanctioned Competitions.** These are lower-level competitions which are not accorded sanctioning and where no Technical Advisor is assigned:

- a. Competitions must be registered with the Division Office of the parent Division of the hosting CCC club a minimum of 30 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 providing they have registered and signed an Informed Consent and Assumption of Risk Agreement prior to participating in the event.
- b. 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 CCC 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.

**4.4 Other Programs/Activities Delivered by Clubs.** With regard to coverage under the Policy, the following procedures and safety measures apply to CCC clubs when delivering other programs/activities:

- a. **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.
- b. **Registration.** All activities/programs must be registered with the division office in accordance with procedures and timings specified by each division.
- c. **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:

1) Coaching. The CCC Policy "Minimum Mandatory Coaching Qualifications", as posted on the CCC web site:

- a) Coaches must have completed the Introduction to Community Coaching workshop in order to supervise, instruct or coach ski activities for children six years of age and younger, or assist with the supervising, instructing or coaching of ski activities for children six to nine years of age; and
- b) Coaches must have completed the Community Coaching workshop in order to supervise, instruct or coach ski activities for children six to nine years of age, or assist with the supervising, instructing or coaching of ski activities for children nine to sixteen years of age; and
- c) Coaches must have completed the CCI-L2T (On-Snow) workshop in order to supervise, instruct or coach ski activities for children nine to sixteen years of age; or
- d) As an alternative to a), b) and c) above, coaches must have completed the NCCP Level 1 Technical course in order to supervise, instruct or coach ski activities for children under the age of 16 years.

2) Competition Management (Chief of Competition). CCC Officials Level 1. Officials Manual.

- c. 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.
- d. 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

- 5.1** Members of the CCC Board of Directors and Officers, Division Boards/Executives and Officers, Member District Boards/Executives and Officers and Club Boards/Executives and Officers, and all CCC members and volunteers are covered for Errors and Omissions.
- 5.2** This coverage includes but is not limited to:
- a. wrongful dismissal;
  - b. mishandling of funds provided there is no theft or fraud;
  - c. sexual and physical discrimination;
  - d. breach of promise;
  - e. unfair practise;
  - f. any actual or alleged error or misstatement or misleading statement;
  - g. any actual or alleged act or omission or neglect or breach of duty; and
  - h. first dollar defence.

## SECTION 6 – REPORTING OF INCIDENTS

- 6.1 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 (see Appendix 1) to record the details of accidents that occur during that program/activity/event.
- 6.2 Handling of Incident Report Forms.** In the case of hospitalization or if it appears that a liability claim may be forthcoming, use the completed Incident Report Form found under Appendix 1, as the basis to report the accident by telephone immediately to Jardine Lloyd Thompson's office by giving them all the information. Make two copies, keep a copy on file, send a copy to Canadian Snowsports Association, Cross Country Canada with copy to the Division and send the original directly to the Jardine Lloyd Thompson office within 24 hours after the incident. 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.

## APPENDICES

**Appendix 1 Incident Report Form**

**Appendix 2 Informed Consent and Assumption of Risk Agreement**

**Appendix 3 Chainsaw Safety Procedures and Precautions**



## Appendix 2: Informed Consent and Assumption of Risk Agreement



### CROSS COUNTRY CANADA INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

**By signing this document you will assume certain risks. Please read carefully.**

1. This is a binding legal agreement. As a Participant in the sport of cross-country skiing and the programs, activities and events of **Cross Country Canada and Canadian Snowsports Association** (hereinafter called **CCC/CSA**), \_\_\_\_\_ (name of Ski Division, hereinafter called the **Division**) and \_\_\_\_\_ Ski Club (name of Club, hereinafter called **Club**) which include without limitation cross-country skiing competitions, camps, clinics, and related activities such as roller-skiing, road cycling, running and hiking (hereinafter called the **Activities**), the Participant and/or the Parent/Guardian of the Participant (hereinafter called the **Parties**), acknowledge and agree to the following terms:

#### Description of Risks

2. The Participant is participating voluntarily in the **Activities**. In consideration of the Participant's participation in the **Activities** sanctioned by one or more of **CCC/CSA**, the **Division** and the **Club**, the **Parties** hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the **Activities**, and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
  - a) training whether indoor or outdoor including strength training, running, hiking, and cycling;
  - b) overusing, exerting and stretching various muscle groups and strenuous cardiovascular workouts;
  - c) vigorous physical exertion, rapid movements and quick turns and stops;
  - d) falling to the ground due to slips, trips or uneven, slippery or irregular terrain or surfaces;
  - e) contact, colliding or being struck by skis, ski poles, equipment, trees, other individuals or other fixed objects;
  - f) failing to participate within one's abilities, skill and within designated areas;
  - g) becoming lost or separated from the group or the group becoming split up;
  - h) failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - i) extreme weather conditions which may result in frostbite, hypothermia, snowstorms, sunstroke or lightning strikes;
  - j) encounters with animals or plants including allergic reactions;
  - k) travel to and from training, competitive events and associated non-competitive events which are an integral part of **Activities**; and
  - l) other risks normally associated with participation in the **Activities**.
3. **Furthermore, the Parties are aware:**
  - a) that injuries sustained may be severe, paralyzing or fatal;
  - b) that the Participant may experience anxiety or embarrassment while challenging themselves during the activities, events and programs of **CCC/CSA**, the **Division** and the **Club**;
  - c) that the risk of injury is reduced if the Participant follows all rules established for participation; and
  - d) that the risk of injury increases as the Participant becomes fatigued.

#### Disclaimer

4. In consideration of **CCC/CSA**, the **Division** and the **Club** accepting the Participant's application for membership in the **Club** or allowing the Participant to participate, the **Parties** agree that **CCC/CSA**, the **Division** and the **Club** and its respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Participant during, or as a result of, any of the **Activities** sanctioned by one or more of **CCC/CSA**, the **Division** and the **Club**, caused by the risks, dangers and hazards associated with the **Activities**.

#### Acknowledgement

5. The **Parties** confirm that:
  - a) the Participant's physical condition is sufficient to allow participation in the sport of cross-country skiing and the activities, events and programs of **CCC/CSA**, the **Division** and the **Club**;
  - b) they have been provided sufficient information about **Activities** and the associated risks and hazards so that they are aware of the effect of this agreement;
  - c) the Participant agrees to abide by the Rules and Regulations imposed by **CCC/CSA**, the **Division** and the **Club**, in association with the **Activities**, and to follow the instructions of the officials during the **Activities**; and
  - d) they have read this agreement understand it, have executed this agreement voluntarily, and that this agreement is to be binding upon the **Parties**, their heirs, executors, administrators and representatives.

6. In addition, the **Parties**:
- a) authorize **CCC/CSA**, the **Division** and the **Club** to collect and use personal information about the **Parties** which relates in any way to the **Activities**, including without limitation the publication of photographs in newsletters and promotional materials, and the posting of photographs, videos, articles, rosters, statistics, images and results on the **CCC/CSA**, the **Division** and the **Club** websites;
  - b) grant permission to **CCC/CSA**, the **Division** and the **Club** to photograph and/or record the **Parties** image and/or voice, and to use this material to promote **CCC/CSA**, the **Division** and the **Club** through any form of and agree that the audio/visual material and copyright will remain the sole property of **CCC/CSA**, the **Division** and the **Club** and waive any claim to remuneration for use of audio/visual materials used for these purposes; and
  - c) understand that they may withdraw such consent at any time by contacting Cross Country Canada at 403-678-6791.  
Cross Country Canada will advise the implications of such withdrawal.

**\*We do not sell or distribute your personal information to any other third party not listed herein.\***

*I, the Participant and/or Parent/Guardian, have read and agree to be bound by this agreement.*

Name: _____ Date: _____ Signature: _____
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**NOTE: if the Member/Participant is under 19 years of age, parent or legal guardian MUST sign below.**

Name of Parent/Guardian: _____ Date: _____ Parent/Guardian Signature: _____
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<p><b>NOTE:</b></p> <p>All Informed Consent and Assumption of Risk Agreements are to remain with the <b>Club Executive for a minimum of three years.</b></p> <p><b>DO NOT</b> submit these forms to <b>CCC/CSA</b> or the <b>Division</b> Office</p>
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## Appendix 3: Chainsaw Safety Procedures and Precautions

### Canadian Centre for Occupational Health and Safety

(Articles printed from [http://www.ccohs.ca/oshanswers/safety\\_haz/chainsaws/](http://www.ccohs.ca/oshanswers/safety_haz/chainsaws/) on July 31, 2006, be sure to check for more recent publications)

#### What are some general tips to know when using chain saws?

- Only use chain saws that you have been trained to use properly and safely.
- Read the owner's manual carefully.
- Make sure you understand instructions before attempting to use any chain saw.
- Review pertinent health and safety legislation before operating a chain saw.
- Operate, adjust and maintain saws according to the manufacturers' directions and the CSA Standard Z62.1-95 "Chain Saws" (most recent version 01-Oct-1995) or ANSI standard B175.1-2000 (Gasoline Powered Chain Saws, Safety Requirements for). Both standards describe safety requirements for the design of chain saws and include recommendations on how to use chain saws safely.
- Operate the chain saw in well-ventilated areas only.
- Wear personal protective equipment and clothing. See OSH Answers [Chain Saws - Personal Protective Equipment](#) for more detailed information.
- Ask questions if you have any doubts about doing the work safely. Safety procedures that you follow will also depend on where the sawing is carried out (e.g., on the ground or at height in a tree or elevating device) and on the presence of trip, slip, snag, and fall hazards.
- Do not use a chain saw in trees unless you have received specific training to do so.

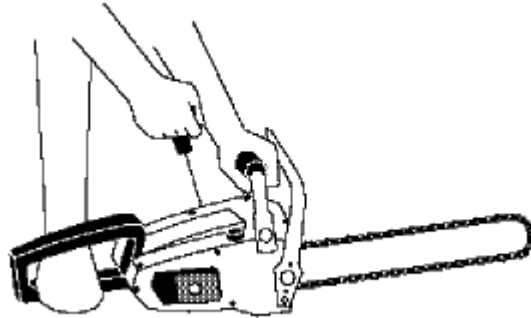
#### What are some safety tips to know when starting the saw?

##### DO

- Use only chain saws that have been manufactured and maintained according to standards like the CSA Standard Z62.1-95 "Chain Saws" and that are equipped with a safety chain and chain brake. Check legislation in your jurisdiction for other requirements.
- Know how to use the controls before starting a chain saw.
- Remove the chain guard (scabbard) and inspect the saw and machine for damaged, loose, missing parts, or other signs of wear, or leaks around the engine before starting. See OSH Answers document [Chain Saws - Maintenance and Service](#).
- Ensure that the guide bar is tight and chain fits snugly without binding; adjust the chain tension, if required.
- Inspect the saw chain to ensure it is properly lubricated and is sharp. Sharpen and lubricate, as needed.
- Check the air filter and clean when needed.
- Check the muffler spark arrestor screen, if present. Spark arrestor screens help reduce the risk of fire, especially in dry forest conditions.



- Inspect the chain catcher - it helps reduce the risk of injury when a chain breaks or comes off the guide bar.
- Ensure that chain is clear of obstructions before starting.
- Engage the chain brake before starting the chain saw.
- Ensure that you have secure footing and that your stance is well balanced.



- Hold the saw firmly on the ground. Point the chain away from your body and nearby obstructions. Use a quick, sharp motion on the starter cord.
- Warm up the saw prior to cutting. The saw should idle without the chain turning. If the chain continues to turn after the throttle switch is released, stop the saw. Then adjust the idle as shown in the owner's manual.
- Check that the throttle trigger, throttle trigger interlock, master control lever, etc. are operating properly.

## **DO NOT**

- Do not use a saw if it has damaged, loose or missing parts.
- Do not "drop start" (starting a saw in hands) or when a chain saw is touching your body. This method leaves only one hand to control a running saw and can result in leg cuts.
- Do not start a saw unless it is at least 3 meters (10 feet) from any approved fuel safety containers.
- Do not make adjustments to the chain or guide bar when the motor is running.

## **What precautions should I take when fuelling a chain saw?**

- Follow manufacturer's directions for oil/gas mixture to be used.
- Use only safety containers for storing and dispensing fuel that have been approved by standards like the CSA International B376-M1980 (R1992) (R1998) titled "Portable Containers for Gasoline and Other Petroleum Fuels" or by agencies like Underwriters' Laboratories (UL or ULC [Canada]).
- Do not refuel a running or hot saw.
- Use funnel or spout for pouring. Wipe off any spills.
- Mix fuel in a well-ventilated area. Keep a well-maintained fire extinguisher near by.
- Do not smoke or allow any ignition sources while refueling.

## **What should I do and not do when cutting?**

### **DO**

- Plan each job before you start. Arrange to have help.
- Carry the chain saw by its front handle, with the muffler away from your body and the guard bar pointing behind you.
- Know the location of the persons working with you at all times.
- Use the correct saw. The weight, power, and bar length should all be suitable for the job.
- Operate the chain saw in a firm two-handed grip with fingers and thumb surrounding the handles. Keep both feet firmly positioned when operating a chain saw.
- Maintain full power throughout each cut.
- Ensure that the chain does not move when the chain saw is idling.
- Turn off the chain saw before refuelling or doing any maintenance.
- Keep your saw clean -- free of sawdust, dirt and oil.
- Wear safety gloves or mitts when sharpening the chain.

### **DO NOT**

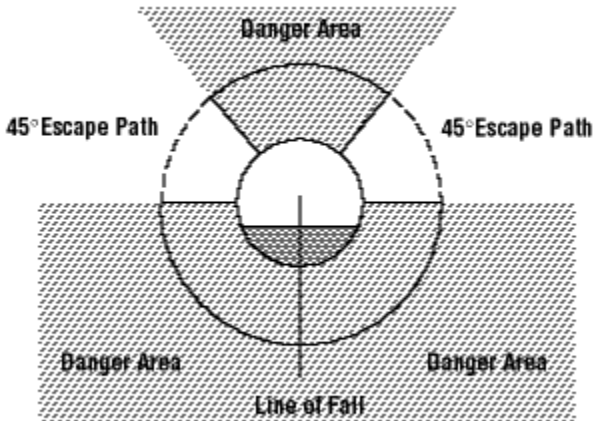
- Do not start a chain saw when it is resting against any part of your body.
- Do not refuel a chain saw within 3 m (10 ft) of a fuel storage container.
- Do not stand directly behind the saw.
- Do not leave a saw running unattended.
- Do not carry chain saws while it is running.
- Avoid contact with the muffler. Serious skin burns may result.
- Do not cut alone.

## **What are some safety tips for felling (cutting down a tree)?**

These tips apply specifically to felling trees that have a diameter less than the length of the chain saw blade, although some will apply generally to felling larger trees.

- Notify the proper authorities before felling near buildings, power lines, roads or railways.
- Size up tree for diameter and direction of lean before cutting.
- Choose direction of fall according to the lean and shape of tree (e.g., more heavily branched on one side) and wind direction. Other factors that can affect the direction of the fall include the health of the tree (any signs of decay?), contact or entanglement of branches with other trees, slope of the land, and snow load.
- Check the condition of the tree to see if there are any branches that might fall on you while you are sawing.
- Make sure tree has a clear area to fall into.
- Check the fuel tank to make sure you have enough fuel to complete the job. Running out of fuel when making a cut can be hazardous.
- Clear work area of brush and debris before cutting down tree and remove any lower limbs that may interfere with your work.
- Do not overreach or cut above shoulder level.

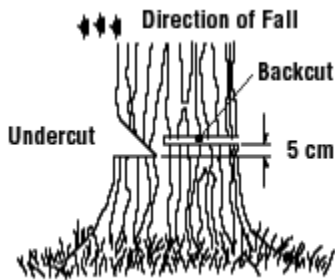
- Clear two escape paths on the side opposite from the intended direction of fall and at about a 45° angle opposite the line of fall.
- Ensure that equipment and tools are a safe distance from the tree and are not placed in the way of your escape routes.



- Warn persons in area that a tree is falling (and make sure they heard the warning over the noise of the chain saw).
- Ensure that co-workers or by-standers are at least 2 tree lengths away - that is the equivalent of the height of the tree that you are felling plus the height of the tree a co-worker may be cutting down.
- If you are felling trees on sloping terrain, others workers should not be working downhill from you so that they are not exposed to sliding or rolling material.
- Move at least 7.5 m (25 feet) away when the tree starts to fall. Turn the chain saw off, and lay it in a safe place

### How can I control the direction of the fall?

- If the tree has large buttress roots, remove pieces by first cutting vertically downward and then cutting horizontally. This will make the tree trunk more "cylindrical" and make it easier to select the direction of fall.
- Prepare a felling notch (also called a directional or front notch) that is perpendicular to the direction of fall.
- First, cut downward at about a 45° angle so that the bottom of the cut is in about 1/5 to 1/4 of the tree trunk diameter.
- Next, make an undercut that meets the diagonal cut exactly and remove the piece. Ensure that the felling notch is facing the intended direction of fall.
- Make a backcut or felling cut on the opposite side of the tree that is about 2.5 to 5 cm (1 to 2 in.) above the horizontal undercut. Stop just short of the undercut, leaving about 1/10 of the diameter uncut to make a hinge that will help control direction of fall.
- Use ropes or wedges to guide fall in direction other than natural lean. Wedges should be made of wood or plastic (**not** metal) to prevent kickback or damage to the chain in case of accidental contact.

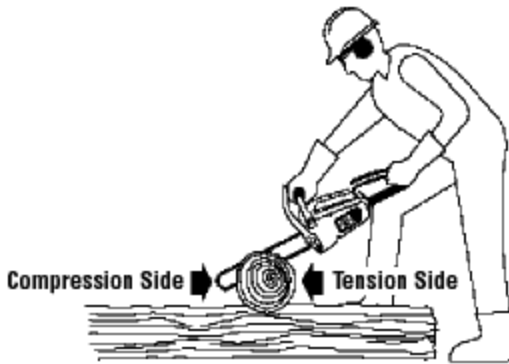


### **What are some tips for limbing (removing branches from felled trees)?**

- Make sure that the tree is stable before limbing or debranching it.
- Do not cut limbs that are supporting the log -- roll log first and ensure it is stable.
- Stand in a well-balanced position and where the ground is not slippery.
- Stand on uphill side of the log if the ground is sloping.
- Do not stand on the log when limbing - you may slip off or the log may move or roll.
- Do not walk or move your feet when limbing on the same side of the tree where you are standing.
- For those lower branches, bend your knees, not your back.
- Do not let the tip of the guide bar (kickback zone) touch any branches or logs.
- Start limbing branches on the upper side of the tree so the lower ones can help balance it.
- Cut limbs on far side first, then near side.
- Be aware of branches or undergrowth that is under tension - watch out for branches springing back when cut.
- Do not reach over the guide bar to remove any loose branches.

### **What are some tips for bucking (cross cutting a log into shorter lengths)?**

- Clear the work area.
- Plan the cut. Determine which way the piece will fall or roll after it is cut.
- Saw the log from the uphill side of a slope.
- If possible, prop up the end to be cut off using another log.
- Cut the compression side or zone first and the tension or "stretched" side last to prevent pinching of the blade.
- Keep feet away from trunk while bucking.

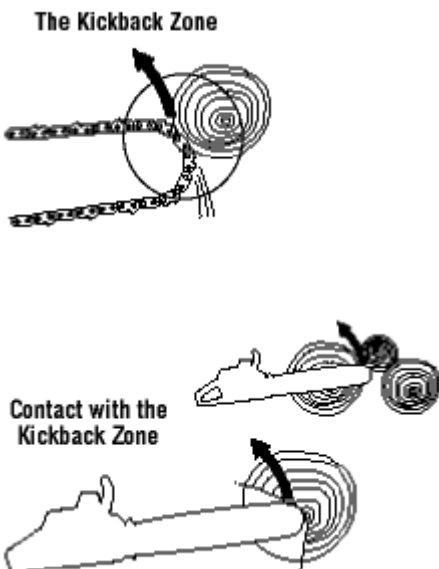


### What should I do when pruning (cutting limbs from a standing tree)?

- Keep both hands on the saw, both feet on the ground and maintain balance at all times.
- Work at shoulder height or below.
- Undercut limb first -- then cut from top (that is, cut in the compression zone first and then the tension area).

### What is "kickback"?

Kickback is the term to describe the **unexpected upward motion of the guide bar**. Kickback occurs when the end portion of the nose of the bar (the kickback zone) strikes an object and the chain momentarily snags, or is pinched.



The most common and probably most violent kickback occurs when contact is made, either accidentally or intentionally, in this "kickback zone." In some cases the blade tip may move upward and back toward the operator who could suffer a very serious or fatal injury.

## How can I reduce the risk of kickback?

### DO

- Select a chain saw that is equipped with kickback-reducing devices (e.g., chain brake, low kickback chain, reduced kickback bar) that are designed for the chain saw that you are using and meet standards like the CSA Standard Z62.3-96: Chain Saw Kickback, or ANSI Standard B175.1-1991: Safety Requirements for Gasoline Powered Chain Saws. These devices will reduce but will not prevent kickback.
- Watch the guide bar nose. Do not let it touch logs, branches, or the ground when saw is running.
- Cut only one piece at a time.
- Run the saw at full power when cutting.
- Keep the chain sharpened to specifications.
- Match chain and bar for exact pitch and gauge.
- Set depth gauges to manufacturer's settings.
- Maintain correct chain tension
- Hold the saw securely with both hands.
- Ensure that you have firm footing before starting to saw.
- Stand to side of the cutting path of the chain saw.
- Position yourself so that you are not near the cutting attachment when the chain saw is running.
- Know where the bar tip is at all times.
- Make sure the chain brake functions and adequately stops the chain. The stopping power of a chain brake can be greatly reduced by wear, or by oil, dirt or sawdust in the brake parts.
- Install a safety tip that covers the nose of the guide bar on the saw to prevent contact with the kickback zone. The tip must be removed for making bore cuts (pocket cuts) or for cutting wood thicker than the length of the guide bar.



### DO NOT

- Do not stand directly behind the saw.
- Do not cut in the kickback zone.

## **What are examples of recommended personal protective equipment?**

Use proper safety clothing and [personal protective equipment \(PPE\)](#) that are appropriate for the tasks being performed, to reduce the risk of injury. Clothing should be well-fitting to prevent any entanglement with the chain saw. The following personal protective equipment and clothing are recommended when operating a chain saw.

The standards that are referenced below are the most recent editions. You should consult legislation or the local occupational health and safety agency in your jurisdiction to confirm which version is used or is referenced in legislation that applies to your workplaces.

### **Eye Protection PPE**

Safety glasses with side shields, safety goggles, and face shields approved by standards like CAN/CSA Standard Z94.3-99: Industrial Eye and Face Protector, or ANSI Standard Z87.1-1989(R1998): Practice for Occupational and Educational Eye and Face Protection.

- A face shield attached to the hard hat without safety glasses does not provide the adequate eye protection.

### **Gloves & Mitts**

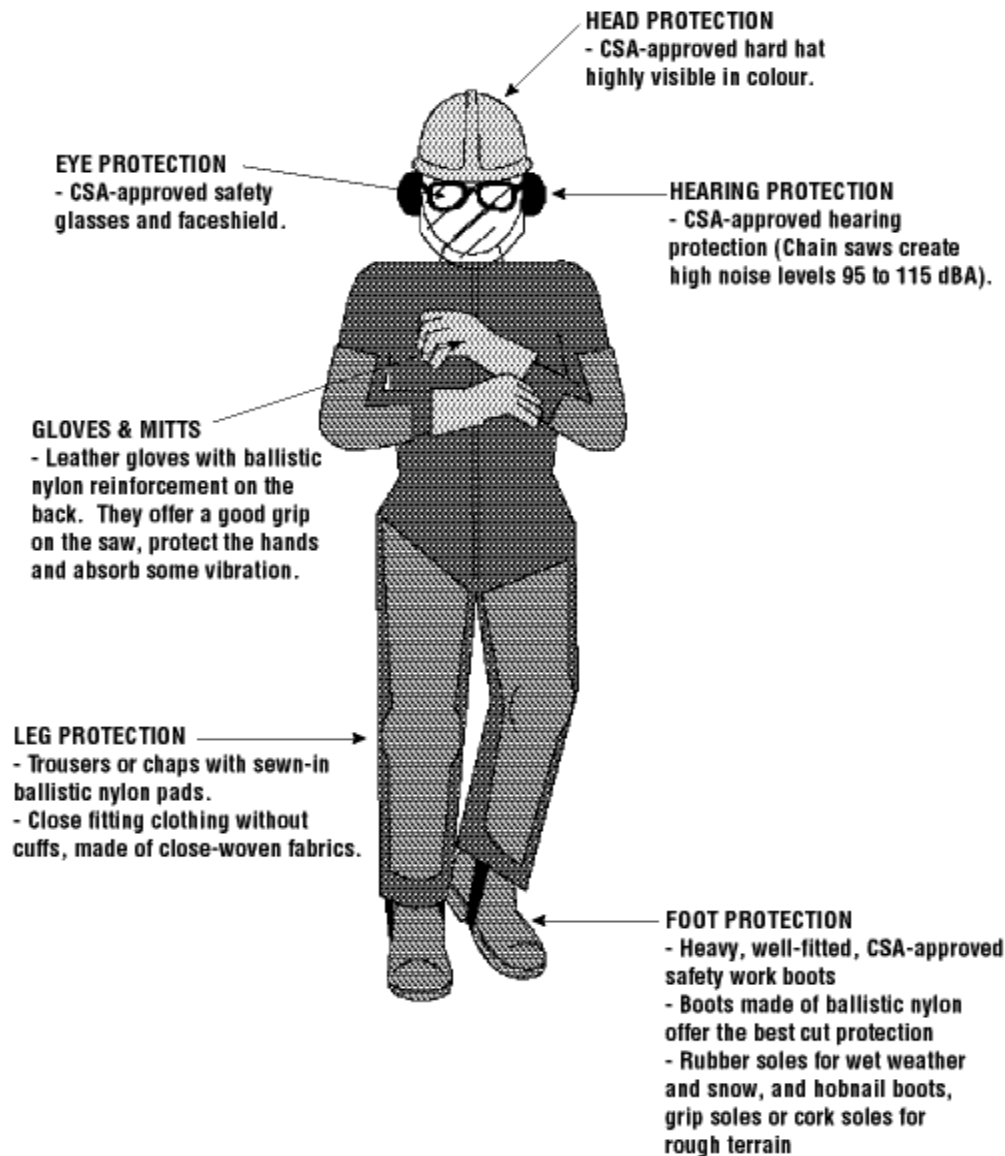
Leather gloves with ballistic nylon reinforcement on the back.

- They offer a good grip on the saw and [absorbs some vibration](#) that provides some protection for the hands.
- Leather gloves can also prevent cuts when sharpening the saw.

### **Foot Protection PPE**

Heavy, well-fitted, safety work boots approved by standards like CAN/CSA Standard Z195-M92: Protective Footwear, or ANSI Standard Z41-1999: Personal Protection - Protective Footwear.

- In addition to the regular requirements for safety boots, chain saw operators should wear boots made from cut-resistant materials that offer protection from contact with running chain saws.
- Boots made of ballistic nylon offer the best cut protection.
- Rubber soles for wet weather and snow, and hobnail boots, grip soles or cork soles for rough terrain.



### Head Protection PPE

Hard hat, highly visible in colour, approved by standards like CSA Standard Z94.1-92: Industrial Protective Headwear (Reaffirmed: 1998-05-27), or ANSI Standard Z89.1-1997: Industrial Head Protection).

### Hearing Protection PPE

Hearing protection devices, approved by standards like CSA Standard Z94.2-94: Hearing Protectors. (Chain saws create high noise levels of up to 95 to 115 dBA.)

### Leg Protection Clothing



- Trousers or chaps with sewn-in ballistic nylon pads.
- Close fitting clothing without cuffs, made of close-woven fabrics.
- The American Society for Testing and Materials Standard has published "Standard Specification for Leg Protection for Chain Saw Users" (ASTM F1897-98). This standard specifies the "minimum requirements for the design, performance, testing, and certification of protective garments and protective devices designed to provide cut resistance protection to the legs of operators of power chain saws.

"The object of this specification is to prescribe fit, function, and performance criteria for protective garments and protective devices that, when worn by chain saw operators that are intended to reduce leg injuries caused by contact with a running power saw chain."

[<http://www.astm.org/>]