

# SCOUTS CANADA STANDARD OPERATING PROCEDURES

## SECTION 13000 – RISK MANAGEMENT

### 13000 – RISK MANAGEMENT

Scouts Canada is committed to protecting its human and financial resources as well as its goodwill assets.

The Board of Governors and the Executive Commissioner and Chief Executive Officer, through the practice of effective risk management, are dedicated to safeguarding the safety and dignity of its youth members, adult volunteer members, paid employees and anyone who has contact with Scouts Canada.

#### 13000.1 – Risk Defined:

Risk is defined as any uncertainty about a future event that may threaten Scouts Canada's ability to accomplish its mission and protect its assets. Scouts Canada must practice good risk management techniques:

- to provide a safe environment for our members;
- to protect our adult volunteers, providing they are performing their duties in a reasonable manner and in accordance with the *By-Law, Policies and Procedures* of Scouts Canada; and
- to protect the assets of Scouts Canada.

Scouts Canada's assets include:

- people - youth members, board members, volunteers, employees, clients, donors and the general public;
- property - buildings, facilities, equipment, materials, copyrights and trademarks;
- income - sales, grants, donations, contributions and fees for membership, and
- goodwill - reputation, stature in the community, and the ability to raise funds and appeal to prospective volunteers and members.

#### 13000.2 – Risk Management Process:

Scouts Canada's risk management process consists of the following steps:

- identification of risks,
- evaluation of risks,
- control of risks, and
- financing risk.

Generally speaking, once the corporation's risks are known and evaluated, steps must be taken to either control those risks or to obtain insurances to help contain the exposure of the corporation.

**(i) - Identification:**

During 1998, a process was implemented to identify the current risks faced by the corporation in the areas of property/facilities, employees, contracts/agreements, and publications, policies and procedures. Each Council was requested to complete assessment forms that allow the National Office to assess the risks in the following areas:

**1. Property/Facilities:**

Each Council must ensure that the National Office is advised of any property owned or leased by the Council. A database is being developed to include all property owned or leased by Scouts Canada. Currently it is restricted to land/buildings, but will eventually be expanded to include vehicles, camping equipment, canoes, etc.

Councils and Groups must purchase insurance to cover all property, equipment, etc. owned by them. This can be arranged through a local insurance broker. It is not necessary for Councils to purchase third party liability insurance as this has been arranged nationally.

All should be aware that any property owned or leased locally, even at the Group level, is deemed legally to be the property of Scouts Canada and could be at risk should the corporation face legal challenges that exceed our insurance coverage.

**2. Employees:**

Effective January 1, 1999, Scouts Canada adopted a corporate structure for all employees of the corporation. The payroll for all employees is now administered through the National Office. In addition, a National Director of Human Resources was appointed. The Director of Human Resources must be consulted on all matters related to employees, and will ensure that all policies and procedures are followed. In addition, each Council Executive Director must ensure compliance with the Council Management Operating Procedures that relate to the human resources of the Corporation as well as Scouts Canada's Personnel Policy. These measures will result in a reduction of the risk to Scouts Canada.

**3. Contracts/Agreements:**

Any contracts or agreements entered into by any Councils, Groups, Sections or members on behalf of Scouting can also greatly affect the risk exposure of Scouts Canada.

These contracts can include something as simple as an agreement to use a local mall for a Scouting display. Some of these agreements are worded in such a way that, if signed, would make Scouts Canada responsible for anything that happened in the mall on the day we use it, including gross negligence on the part of the mall owners, their employees, etc.

All contracts and/or agreements must be reviewed by the local Council Executive Director prior to signing. Council Executive Directors should refer such contracts to Scouts Canada's Risk Manager if unsure whether a particular contract or agreement is acceptable. For further detail, see Section 13006.

#### **4. By-Law, Policies, Procedures and Publications**

Scouts Canada has one general By-law called By-law No.2 and it can only be amended or repealed by a resolution of the Board of Governors approved by an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the voting members at a meeting duly called, on not less than sixty (60) days' notice, for the purpose of considering the said By-law.

All Policies of Scouts Canada must be approved by the Board of Governors of Scouts Canada.

All Procedures of Scouts Canada must be approved by the Executive Commissioner & Chief Executive Officer on recommendations and advice from the Scouts Canada National Leadership Team.

All publications of Scouts Canada must be approved by the Executive Commissioner & Chief Executive Officer on recommendations and advice from the Scouts Canada Director of Communications.

#### **(ii) - Evaluation:**

Upon completion of the identification step, the next step in risk management is to evaluate the risks to the corporation. In other words, we must decide whether our current exposures are acceptable or whether steps have to be taken to protect Scouts Canada.

Each risk should be evaluated to determine its frequency, severity, variation and impact on the organization. Proper reporting of accidents and incidents that might lead to a claim will give some clues as to what activities result in accidents; those activities can then be modified to make them safer or eliminated to contain the risk.

Our facilities and properties should be used by Scouting members doing Scouting activities. If we expand outside of this mandate, we create additional risk exposure. The corporation is placed at additional risk if, for example, a Council which owns a pool opens it to the public for a fee. Although this may be perceived by some as doing "a good turn" for the community and sharing our resources or as a good method of fund raising, it is perceived by our insurers as being outside of our normal mandate and thus increases our risk. We are in effect running a business rather than offering programs to our members.

Policies and Procedures that are created and not followed can create additional risk exposure by showing negligence on Scouts Canada's part should an incident occur which leads to a claim against Scouts Canada (we have a policy and/or procedure but did not follow it, and subsequently someone is hurt - therefore we are negligent because had we followed the policy and/or the procedure the injury may not have occurred). As well, contracts and/or agreements that are signed by members of a Council, Group or Section can create additional risk for Scouts Canada.

**(iii) - Control:**

Once risks are identified and evaluated, steps must be taken to eliminate, control or contain them.

If a particular activity results in a number of serious injuries, then that activity should be eliminated - an example would be paint ball which is on the list of activities that are not approved for use. Paint ball games can and have resulted in serious eye injuries.

If a particular activity results in minor injuries, then explore ways to modify that activity to eliminate some of those injuries - for example a "nerf" ball could be used to play dodge ball with Beavers.

Risks can be contained in various ways - for example Scouts Canada's properties should be used by Scouting people doing Scouting things and not opened to the public unless measures are taken to transfer the risk. If we open them up for general use, we assume additional risk exposures over which we may have no control.

**(iv) - Financing:**

Scouts Canada finances risk in two ways - through insurance, and through the transfer of risk.

**1. Insurance:**

Currently Scouts Canada has three main types of insurance coverage – indemnity, liability and self insurance for child abuse, which covers all registered members of Scouts Canada. In addition, a separate policy covers the use, for pleasure, of non-owned aircraft that have a maximum passenger capacity of ten.

Another form of insurance that is purchased nationally is "Directors' and Officers' Liability Insurance" that provides protection for the Directors and Officers of the corporation. For further information on Insurance, see Section 13008.

**2. Transferring Liability:**

As well as purchasing insurance to protect the corporation, Scouts Canada encourages the use of indemnification and/or hold harmless agreements which can limit or transfer to others some of the risk.

For example, if a Council allows another youth organization to use its property for their own purposes, then the Council should ensure an appropriate agreement is signed which transfers the risk to that organization for that event only.

A common example of the use of indemnification and/or hold harmless agreements, from an alternative point of view, is their use by shopping malls. If a Council wishes to use some display space in a local mall, you will undoubtedly be required to sign an agreement that transfers some of the mall's liability to the Council for the use of that space. It is very important here to note that while Scouts Canada will willingly accept responsibility for its own actions, it must not be expected to assume responsibility for the actions of others. See Section 13012.

### **13000.3 – EXCEPTION POLICY:**

The CEO is permitted to grant an exception in appropriate circumstances in relation to Contracts/Agreements, Hold Harmless Agreements and Waivers; in other words, that where a contract/waiver is prohibited by Policy 13006, 13012 or 13025, a request may be made for an exception which would allow Scouts Canada to enter into the contract or Scouts members to agree to the waiver in appropriate circumstances. No exception would be granted where the proposed activity is specifically prohibited by Scouts' policies or clearly excluded from Scouts' insurance.

The criteria to be applied when asked for an exception would include:

- Whether a request to use the Scouts Canada indemnification agreement was made;
- Whether a request for change of language of the contract/waiver was made;
- Whether an agreement has been entered into with the City, parent company, national company, association or similar umbrella entity;
- The level of risk of the proposed activity or the proposed venue;
- Whether a suitable alternative venue, site or activity provider is available.

### **13001 – ACTIVITY GUIDELINES:**

All Councils, Groups, and Sections should seriously consider the risk of bodily injury or property damage associated with any contemplated activity. Certain activities, because of their inherent risks, must not be held as approved Scouting activities. **The prohibited activities are:**

- mud bash events,
- parachuting, parasailing, hang gliding, Ultralite aircraft, experimental aircraft and similar activities,
- motorcycle, automobile or power boat races or speed rallies,
- bungee jumping,
- paint ball or other activities where a projectile is aimed at a person, and
- the sale of fireworks.

Many other activities, although they may contain some risk, may be held as approved Scouting activities; however, all necessary and proper safety procedures must be adhered to, all equipment used must comply with applicable safety standards and have the necessary governmental approvals, and instructors should hold the necessary qualifications. Refer to Section 10000 for more detail on outdoor and camping activities.

### **13002 – ALCOHOL/DRUG USE:**

See Section **1010**.

### **13003 – AVIATION INSURANCE:**

Scouts Canada, as part of its liability insurance package, maintains non-owned aircraft liability insurance to protect the Corporation from liability claims for bodily injury and property damage resulting from the use of small aircraft (see Section 13001) with a total seating capacity of 10 or less for approved Scouting activities.

It should be noted that an exclusion to coverage is any aircraft piloted by a registered member of Scouts Canada.

The same rules and regulations in effect for the liability insurance pertain to the reporting of incidents in a timely manner and claims against this policy. Please refer to Section 13011. Should you be served with a writ or legal letter regarding a claim against this insurance, it must immediately be forwarded to the Scouts Canada Risk Manager. Refer to Section 13017.

### **13004 – CERTIFICATES OF INSURANCE:**

Certificates of Insurance are available as proof of Scouts Canada's liability insurance coverage. Refer to Section 13018. Each year, when policies for the year are obtained and/or renewed, Council offices are provided with a "generic" Certificate of Insurance that can be used to provide proof of insurance coverage.

Should a property owner or firm where a particular Scouting activity is being held request a specific Certificate or request to be added as additional insured, you should request that Certificate from your Council office who will, in turn, request it from the Scouts Canada Risk Manager using the broker's form. Adding a property owner/firm as "additional insured" means that the person/firm is actually named on our insurance policy, but only for the specific Scouting activity that is being held on that property on a specific date.

Please provide the following information (as outlined on the broker's form), allowing sufficient time ( two weeks) for the required Certificate to be produced:

- name and full address of person/firm to be named on certificate;
- please specify if person/firm is to be added as "additional insured";

- date(s) of event;
- type of event (i.e., Apple Day, mall display, climbing wall outing, etc.);
- name of Section/Group/Area/Council involved;
- amount required (if more than the standard \$2 Million); and
- instructions as to where and how the certificate should be sent.

### **13005 – COMPLIANCE CERTIFICATES:**

Council Executive Directors must provide annually, to the Executive Commissioner and Chief Executive Officer, certificates of compliance as outlined below covering the operation of their Councils:

- Environmental Compliance (compliance with all applicable legislation relating to the protection of the environment);
- Workplace Health and Safety (compliance with all legislation and regulations regarding health and safety in the workplace);
- Property Insurance and Registration (compliance with procedures regarding the registration of Scouting owned property and insuring of same).

Therefore it is most important that concerns regarding Scouting property in your Area be communicated to your Council Executive Director on an ongoing basis.

### **13006 – CONTRACT/AGREEMENTS GUIDELINES:**

Most business relationships involve agreements or contracts. Agreements or contracts are signed for leases, construction, architectural design and engineering services, service agreements, purchases from vendors and activity providers. Council Management Operating Procedures determine who can sign contracts on behalf of Scouts Canada. Contact your Council Executive Director to obtain this information. Refer to Section 11003.2 for further information.

Read all contracts carefully. The contract terms will determine the duties and responsibilities of each party, including who will be responsible for paying a loss.

The use of outside contracts should **NOT** subject Scouts Canada to additional risk. Contractors are in business to provide services or products, and they should take responsibility for their activities and have insurance or the financial ability to cover their liabilities. Unfavourable contract terms increase risk and the potential for payment under Scouts Canada’s general liability insurance or from local Council funds.

Contracts must never leave Scouts Canada “solely liable”. Scouts Canada is only willing to accept responsibility for losses due to negligence on its own part, not on the part of others. All contracts should include an acceptable indemnification clause that reflects this policy.

Should you be unsure whether a proposed contract is acceptable, please contact your local Council Executive Director who can, if necessary, contact the Scouts Canada Risk Manager for

further advice. Please note that all contacts should contain the legal name of the Corporation, currently “Boy Scouts of Canada”.

There are some cases in which an exception can be granted, please refer to section 13000.3 to review the Exception Policy in full.

### **13007 – CRISIS RESPONSE PLAN:**

Each Council office should have in place a plan to deal with any emergency situations that may occur. Should such a situation occur, each adult member of each Council must know who to call, where to go and how to establish critical operations, key activities and critical tasks.

An emergency plan will provide leaders with the necessary information about youth and leaders and an action plan to follow in the event of an emergency.

The leadership team must have:

- Emergency phone numbers pertinent to their location for: Police, Fire, Ambulance and Poison Control.
- Directions to the nearest hospital or health care facility.
- At least one adult/youth with the appropriate first aid certification and equipment appropriate to the activity.
- A method or plan for communications.
- An evacuation plan.
- Accident reporting/recording procedures.
- Leaves with responsible person at “home” the following: trip plan, map, list of names, phone numbers, start/finish points and times.
- Emergency repair kits where appropriate (i.e. for bicycles, stoves, tents, canoes, etc.).

Leaders must always have an action plan to identify potential emergencies and determine the appropriate response for each, including who will take control. For example, in the event of physical injuries, the most qualified person available takes control until medical personnel arrive.

That person will:

- Assess the nature of the accident and the extent of the injury or injuries.
- Direct other leaders to call for appropriate assistance and to manage the crowd.
- Treat or oversee treatment of casualty/casualties. This continues until medical personnel arrive.
- Document and report incident.
- Evaluate the accident for future prevention.

All media inquiries surrounding such emergencies must be referred to the National Director of Communications who is the official spokesperson for Scouts Canada.



### **13008 – DIRECTORS AND OFFICERS INSURANCE:**

Scouts Canada annually acquires Not for Profit Directors and Officers Liability (D & O) insurance to provide protection for its Directors and Officers at all levels of the organization down to and including Group Committees, their estates and their lawful spouses.

The current D & O policy currently includes Employment Practices insurance that protects the corporation in the event of wrongful dismissal lawsuits.

All enquiries regarding this coverage should be directed to the Scouts Canada Risk Manager.

### **13009 – DUTY OF CARE**

Please refer to Section 7000.

### **13010 – ENVIRONMENTAL CONCERNS:**

Councils, particularly those which own camps, etc, often face such concerns as water contamination, endangered plant and animal life, landfill hazards, etc. Proper environmental management is a necessity, and in many Provinces is subject to certain laws, requirements, etc.

Not complying with environmental laws could result in financial costs to the Council, and liability for non-compliance, if deliberately done, would not be covered by Scouts Canada's liability insurance.

Every Council that owns property must conduct environment audits of those properties on a regular basis to ascertain potential problems, and then must take steps to correct those problems.

Contact the Council Executive Director should there be concerns in this area.

### **13011 – INCIDENT REPORTS:**

All Scouting members are required to immediately report any incident that might lead to a claim against the Corporation and its insurance policies by completing Form 91-112 - see Section 20000 for the prescribed form and information regarding its use.

When an incident occurs that results in bodily injury or property damage, the following process should be followed:

- deal with immediate injury or damage appropriately;
- make no statement to anyone, including injured victim;
- advise parents/family of an injured person without acknowledging liability;
- document carefully and immediately in a neutral manner, answering - who, what, where, when and how;

- make no judgement as to why;
- direct all questions, including those from police and media, to the National Office at (613) 224-5131; and
- complete Incident Report.

### **13012 – INDEMNIFICATION AND HOLD HARMLESS AGREEMENTS:**

The signing of agreements at the local Council level can create additional risk for the corporation. These agreements can range from a lease agreement covering a Scouting event in a local mall, to a contract to conduct some work on the local Council office, to an agreement to cover the use of public parklands for a camp or jamboree, as well as various other agreements.

The important point to remember when signing agreements is to ensure Scouts Canada does not assume sole responsibility for risk. For example, when using a mall for a local Scouting event ensure Scouts Canada is only responsible for its own negligence and not that of others such as the mall owners, their employees, etc. Refer to Section 13006 for further details.

#### **13012.1 - Indemnification Agreement:**

When negotiating the use of services of an activity provider (i.e. a climbing wall), it is always preferable to use Scouts Canada's indemnification agreement wherein Scouts Canada assumes responsibility for negligence on its part, and the other party retains responsibility for its negligence. Don't forget to attach the other party's proof of insurance to the signed agreement. See Section 20000 for the Indemnification Agreement form.

Some parties will insist their agreements be used. In those cases, the requested form should be reviewed to ensure only the responsibility that rightfully belongs to Scouts Canada is assumed. If you or your Council Executive Director are unsure, forward the agreement to Scouts Canada's Risk Manager for review. It may be necessary to have the agreement checked by Scouts Canada's insurance brokers and/or legal counsel, particularly if it is a complex agreement; therefore, allow ample time for the review of such agreements. Again proof of insurance must be obtained.

#### **13012.2 – Organizational Hold Harmless and Indemnity Agreement:**

In keeping with Scouts Canada's property use policy (see Section 13019), a Council may wish to allow limited third party use of its property by like organizations. Should the Council decide to do so, it must ensure that the additional risk associated with third party use is not placed on Scouts Canada. That risk must be transferred by way of Scouts Canada's Organizational Hold Harmless and Indemnity Agreement (please refer to Section 20000 for the prescribed form), with that like organization providing proof of their General Liability insurance reflecting a combined limit of not less than \$2,000,000.00 per occurrence and specifying that Scouts Canada has been included an additional insured. The appropriate Certificate of Insurance must be attached to the signed Hold Harmless agreement, and must

outline any exclusions under the policy. Review such exclusions to ensure they do not create additional risk for Scouts Canada.

Such third party use must be restricted to the use of property only – Scouts Canada must not provide other organizations with products (i.e. food, craft supplies, etc.) or staff (i.e. life guards, cooks, etc.).

The only third party organization from which we do not require a Certificate of Insurance is Girl Guides of Canada who have entered into a memorandum of agreement with Scouts Canada regarding use of properties and participation in Scouting events. However, use of Scouts Canada's property by Girl Guide groups must fit within the property policy parameters. A reminder - Boy Scouts of America is considered a like organization to which these regulations apply.

### **13012.3 – Individual Hold Harmless and Indemnity Agreement:**

Persons, adult or youth, who participate in Scouting activities of any kind, and who are not registered members of Scouts Canada, must sign an Individual Release and Hold-Harmless Agreement (see Section 20000 for the prescribed form) to protect Scouts Canada from any claims resulting from participation in the activity or use of Scouts Canada property. The only exceptions to this rule are the following who are not required to sign the Release form:

- those volunteer helpers/resource people, including parents/guardians, who are screened as outlined in the Screening Level Chart (see Section 3001.2); and
- invited youth who attend no more than two meetings to sample the Scouting program.

There are some cases in which an exception can be granted, please refer to section 13000.3 to review the Exception Policy in full.

### **13013 – INDEMNITY INSURANCE:**

The National Indemnity insurance policy is basically an accidental death and dismemberment policy with some additional coverage for dental accidents, loss of wages and sundry medical expenses. It is a basic policy which is intended to supplement personal insurance coverages.

Details of this policy can be found on Scouts Canada's web site, [www.scouts.ca](http://www.scouts.ca) .

This insurance is intended to provide secondary coverage for accidents that occur during Scouting activities. The insurance is not in effect for those out of country activities that require a tour permit – see Section 13022.

In order to ensure coverage, all accidents/incidents which might lead to a claim must be reported immediately to the Scouts Canada Risk Manager – see Section 13011 and Section 20000 for the prescribed form.

For death/dismemberment or accident indemnity benefit claims, please contact Scouts Canada's Risk Manager for the necessary claim forms. All sundry medical and dental claims are processed by submitting original receipts and an original standard dental claim form to the Scouts Canada Risk Manager. All claims must be submitted within 365 days of the date of the incident, with the exception of claims for dental work which cannot be completed immediately due to dental development and then only if the dentist has indicated this possibility within 365 days of the accident date.

Any correspondence which is received regarding an incident or a subsequent claim must be immediately forwarded to the Scouts Canada Risk Manager.

### **13014 – INTENTIONAL/CRIMINAL ACTS:**

Please note that Scouts Canada's insurance coverage is not available for acts deemed to be committed intentionally and which lead to criminal proceedings against a member.

A member who is accused of a criminal or quasi-criminal offence must arrange his/her own defence. Should that member subsequently be found not guilty, he/she may apply for reimbursement of reasonable fees and disbursements in connection with their defence. Please contact your local Council Executive Director in this regard.

### **13015 – IN CONFIDENCE CONVERSATIONS:**

If approached by a person, former member of Scouting, parent of a member, current youth member or adult leader wanting to provide information "in confidence" and insisting that information must not to be shared with anyone else, be aware of the following:

- There is no legal obligation to treat the information received as confidential, although it may be considered a moral obligation. As a matter of law, a person cannot unilaterally impose a legally binding obligation of confidence.
- The overriding concern in situations such as this is to protect Scouts Canada and the youth it serves. If the information suggests that a potential risk still exists, treat it as an allegation and proceed as per procedures.

This type of situation can be most awkward and usually deals with some form of child abuse - past, present or suspected. If faced with such a situation, follow the steps listed below:

- Make clear to the person at the outset that you will be pleased to listen to the story which the person may wish to tell, but you cannot treat the information received from them in confidence should it relate to your ongoing duty to protect Scouts Canada and the youth which it serves.
- If following such clarification, the person still wishes nonetheless to unburden himself/herself, so be it.
- Once the conversation is completed, remind the person as to the position that you stated at the outset.

- As soon as possible, write a detailed memo while the conversation is still fresh in your mind and forward this to your Council Executive Director.
- If, based on the information provided, you feel that Scouts Canada or its youth members are potentially at risk, you should take the appropriate action – see Section 7002.

### **13016 – LETHAL WEAPONS:**

Lethal weapons, for the purposes of Scouts Canada, are defined as any barreled weapon from which any shot, bullet or other projectile can be discharged that is capable of causing serious bodily injury or death to a person; and further includes a device that propels a projectile by means of explosion, compressed gas or spring; and includes a rifle, shotgun, air gun, pistol, revolver, handgun, spring gun, paint ball gun, crossbow or longbow.

The possession or use of firearms is not permitted during Scout activities or on Scouting property. The only exception is Range Shooting as defined below.

Exceptions may be approved by the Council Executive Director on a case by case basis, where potential wild animal encounters may jeopardize the safety of those involved (i.e. in grizzly bear country in northern Canada).

#### **Range Shooting - Firearms (Except Archery - Longbows and Crossbows)**

*After securing permission from the appropriate Councils*, Scouters may allow members to practise shooting; but only according to the laws of Canada, provided that the members are enrolled in a section senior to Cubs. Scouters should check with the appropriate authorities i.e. the Chief Provincial Firearms Officer and local police including the Chief Provincial Firearms Officer and local police before commencing a range shooting program to ensure that all requirements of law are met in the implementation of the proposed program.

#### **Archery (Longbows and Crossbows)**

Archery is suitable for Wolf Cubs and sections senior to Wolf Cubs.

Scouters may allow members to practice archery or to engage in archery matches only under competent supervision in designated or established areas for archery purposes.

### **13017 – LEGAL CLAIMS:**

When Scouts Canada, Council, Group and/or one or more of its members is named in a lawsuit, receives a lawyer's letter, is served with a Writ and/or Statement of Claim the following action must be taken.

The individual accepting service must immediately contact the Scouts Canada Risk Manager by telephone and forward copies of all documentation immediately by fax, followed by couriering the original documents to the national office. It is preferable, if given a choice, to have an employee accept service of legal documents.

Once lawsuit papers are served, there is a time limit within which Scouts Canada must file a response (in most cases 20 days). It is imperative that the Scouts Canada Risk Manager be notified as soon as possible so that proper defence mechanisms can be put into place in a timely manner. Failure to respond to a lawsuit in a timely manner could result in additional costs to Scouts Canada.

You must also advise the Scouts Canada Risk Manager if you receive correspondence from a lawyer regarding a possible claim against Scouts Canada - copies of that correspondence must also be forwarded immediately to the Risk Manager at the National Office.

Please note that Councils/Groups must NOT initiate lawsuits against others unless they have the prior consent of the Scouts Canada Risk Manager. This includes Small Claims Court actions.

### **13018 – LIABILITY INSURANCE:**

The National Liability Insurance program covers Scouts Canada's legal liability as a result of bodily injury and property damage to third parties arising out of the premises and operation of the named insured. The named insured is Scouts Canada, and providing they are acting within the scope of their Scout duties, all registered members and employees.

Reports of incidents that may lead to claims must be made immediately following their occurrence. Failure to report incidents that lead to claims can result in additional costs to individuals and the local and national levels of the organization. Time must be taken to make the necessary reports so that possible future claims can immediately be investigated and possibly settled without the need for legal action. If you are negligent in following this procedure, the resultant costs to the organization may become a local Council responsibility.

The Incident Report form is found in Section 20000.

This policy also contains an endorsement, subject to a \$5000 deductible clause, which covers Legal Liability for Damage to Non-Owned Automobiles that are rented or leased on a short-term basis in the name of Scouts Canada by **full time employees** of Scouts Canada. This insurance does not cover automobiles leased in the name of individual employees, although individual employees of Scouts Canada, providing they are duly licensed, can with the approval of the leasing company operate vehicles leased in the name of Scouts Canada. This coverage is not available to registered members or to Groups renting vehicles, and we would caution you to ensure you purchase additional damage and liability insurance when doing so.

For additional information, refer to Section 13004 - Certificates of Insurance and Section 13023 - Vehicle Use.

## **13019 – PROPERTY:**

Property that is owned or leased by Scouts Canada must be primarily used for "approved Scouting activities". It is important to note that Scouts Canada's liability insurance is obtained on this premise and is purchased to protect Scouts Canada in situations where these properties are being used to provide programs to its membership.

Please see Section 1011 for the Scouts Canada Property Policy, the primary purpose of which is to reduce the massive liability exposure for the 600 plus properties currently owned or leased in the name of Scouts Canada. The intent of the property policy is to ensure that property inventory is managed to meet the needs of our membership.

### **(i) - Property Defined:**

Property, for the purpose of this policy, includes all land, buildings and space within a building that is owned or leased by Scouts Canada.

### **(ii) - Third Party Use:**

**Revised July 2012**

Any third party use of Scouting property must fall within the parameters of Scouts Canada's property policy (Section 1011). The rental of equipment and facilities to third parties is only permitted when all of the following criteria are met:

- Councils conduct an assessment, containing specific tax advice, confirming that third party rentals will not impact the taxation or charitable status of any part of Scouts Canada. The assessment should include advice regarding income tax, property tax, commodity tax (GST/HST/QST) issues however the rental must not impact income tax treatment or charitable organization status in relation to income taxes. If the rental has commodity tax (GST/HST/QST) and/or property tax obligations, the Council is responsible for any additional costs or administration requirements from the rental of the property. The owner of the property and equipment has provided prior written agreement to third party usage.
  - Scouts Canada members have priority of such property and equipment.
  - Third parties are only renting excess capacity from Scouts Canada, which is incidental to our operations.
  - Single or corporate (group) renters provides a copy of their liability insurance with a minimum of \$2,000,000 liability coverage.
  - All facilities and equipment is fit and proper for purpose, has been correctly inspected and is compliant with appropriate health and safety regulations as they apply.
  - Fees charged are market rate, as to not disadvantage commercial operations with whom we may compete.
- Usage may not be for activities which are restricted by Scouts Canada.
- All Scouts Canada policies, including alcohol usage (Section 1010), must apply.
  - Third parties must fully indemnify and hold Scouts Canada harmless with respect to such usage (See Section 13012.2 for further detail).
- Our charitable goals and not third party rental dominate our decision making.
- Invoices are issued consistent with Revenue Canada and Provincial requirements.

**(iii) - Property Insurance:**

Sufficient property insurance (fire, theft, etc) on any property owned or leased in the name of Scouts Canada must be maintained to protect the corporation from loss. Third party liability coverage on such properties is provided through the National Liability Insurance – see Section 13018.

**13020 – REJECTION/SUSPENSION/TERMINATION/REINSTATEMENT/APPEAL OF MEMBERSHIP:**

Please see the document found at <http://www.scouts.ca/bpp/en/policies/Temporary-Suspension-and-Discipline-Policy.pdf> which contains the new Rejection / Suspension / Termination / Reinstatement / Appeal of Membership policy.

**13021 – TOOLS/KNIVES:**

Knives (safety folding blade type), including multi-purpose tools, may be used during age-appropriate program activities by all members, excluding Beavers, providing it is a bona-fide requirement for the particular activity. Sheath knives may be worn when it is a bona-fide requirement of the particular Scouting activity and only by Scouts, Venturers, Rovers and Scouters and must not at any time be concealed.

**13022 – TOUR PERMITS:**

Tour Permits must be obtained by any Group wishing to travel outside of Canada. The only exception is if the tour is to the USA, the distance from home is not more than 200 kilometres AND the time out of Canada is less than 12 hours. This exception allows cross-border Groups to join their counterparts in the USA for regular meetings or special events.

It is important to note that the Indemnity Insurance provisions, as outlined in Section 13013, do not apply to travel requiring a tour permit; therefore, in addition to the permit, Groups must ensure that all members travelling out of Canada acquire the necessary medical insurance to protect them during the trip. Also, if travelling by commercial carrier, participants are required to acquire trip cancellation insurance.

See Section 20000 for the actual “Tour Permit” form, and instructions on its completion and submission.

**13023 – VEHICLE USE (TRANSPORTATION):**

Refer to Section 10004 – Transportation.



### **13024 – VOLUNTEER SCREENING:**

Refer to Section 3001.

### **13025 – WAIVERS:**

Scouts Canada does NOT require its members (or their parents/guardians) to waive their rights to participate in approved Scouting activities.

Scouts Canada as a Youth Serving Organization is entrusted with providing a safe and secure environment for the youth it serves to the best of its ability. Scouts Canada practices risk management and provides adequate insurance coverage for all its members. It should be noted that this insurance protection applies to all Scouting members during authorized Scouting activities. Scouts Canada accepts responsibility for its members and its activities and expects others to do the same.

Leaders and adult members are also educated through training and given support to ensure that they operate in a manner that does not put our youth members at risk either through injury or loss of their rights.

Scouts Canada is not prepared to take on the potential risk of others or jeopardize the rights of our youth through the use of waivers or hold harmless agreements. Scouts Canada is prepared to provide proof of its insurance coverage and would reasonably expect other agencies or enterprises to do the same.

Parents who waive the rights of their child are not doing so at the request or advice of Scouts Canada and are not protected by Scouts Canada insurance. All should be aware that gross negligence cannot be waived and a parent who does sign a waiver for a child may only be delaying responsibility until the child reaches the age of majority. Once the child reaches the age of majority, he or she could take action against their parents, the party who requested the waiver and Scouts Canada.

An alternative to waivers is Scouts Canada's Indemnification Agreement – see Section 13012.1. Attempt to negotiate its use with firms that offer activities to local Scouting Groups. A good example would be a local climbing wall facility. Indeed many such facilities across Canada have agreed to use Scouts Canada's Indemnification Agreement or an informed consent form in place of parental waivers.

Informed consent forms are acceptable, but these should not be confused with waivers. Parents may be required to give permission to allow their child to participate in a particular activity. It is also acceptable to outline the possible hazards inherent in such an activity so that the parent is fully aware of the possible implications when giving their consent to a particular activity; however, such forms must never include a waiver of the child's rights.

**(i) - Individual Release and Hold-Harmless Agreement:**

Persons, adult or youth who participate in Scouting activities of any kind, and who are not registered members of Scouts Canada, must sign an Individual Release and Hold-Harmless Agreement (see Section 20000 for a copy of the form) to protect Scouts Canada from any claims resulting from participation in the activity or use of Scouts Canada property.

There are some cases in which an exception can be granted, please refer to section 13000.3 to review the Exception Policy in full.

**Please refer to Section 13012.2 for the only exceptions to this procedure.**

**(ii) - Photo/Video Release Form:**

The only other release form that Scouts Canada's members may be asked to sign is for the use of photographs or videotapes in those instances where the photos or videos would be used outside of the Group to promote Scouting or for other advertising purposes. It is not necessary to obtain a release for photos or videos that are simply used to record Scouting events or are shared with other Scouting members. Two versions of the form are available – one for members under the age of 18 years which must be signed by parents/guardians, and one for members 18 years of age or older. See Section 20000 for the required forms. Note: Beginning in 2004, some Councils have begun using updated registration forms which include the photo/video release statement.

**13026 – ANIMALS AT CAMP**

Domestic animals are prohibited from being present at Scouts Canada activities and camp facilities. The exceptions to this prohibition are “working animals” (such as seeing eye dogs) or animals attending for demonstration purposes, such as police Canine Unit members.

**13027 – Exceptions to 13006, 13012 or 13025**

**May 2011**

The CEO may grant an exception in appropriate circumstances in relation to Contracts/Agreements, Hold Harmless Agreements and Waivers. In instances where conditions of a contract/waiver are prohibited by Policies 13006, 13012 or 13025, Councils may request an exception permitting them to enter into a Contract and/or Waiver that is otherwise contrary to BP&P. Note that no exceptions will be granted where the proposed activity is specifically prohibited by Scouts' policies or clearly excluded from Scouts' insurance.

The criteria that will apply when considering an exception will include:

- (a) Has a request to use the Scouts Canada Indemnification agreement been made to the vendor?
- (b) Has a request for change of language of the contract/waiver been made to the vendor?
- (c) Has an agreement been entered into with the City, parent company, association or similar umbrella entity?
- (d) What is the level of risk of the proposed activity or the proposed venue?
- (e) Is a suitable alternative venue, site or activity provider available?

Procedure:

If your Council would like to request an exception for an event or activity, please submit a request that includes detailed information in relation to each of the criteria noted above and a copy of all the documents proposed to be accepted in order to participate. The request can be sent via email to the Executive Director – Compliance, Governance and Legal Services, who will start the evaluation process.