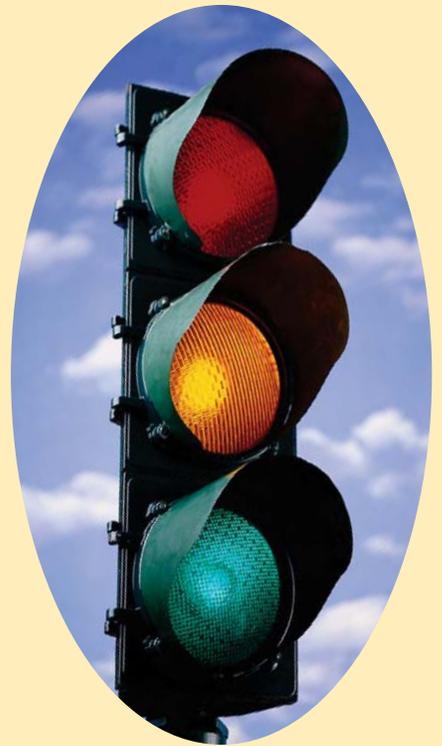


Insurance and Loss Prevention Guide



Maryland
PTA[®]
everychild.one voice.

2017



Alliance of Nonprofits for Insurance Risk
Retention Group

INSURANCE AND LOSS PREVENTION GUIDE

This publication has been developed to assist PTA leaders in selecting appropriate **fund-raising activities**, sponsored programs and events. Using this publication will help prepare for the risks associated with these activities.

PTA Insurance Carrier: Comprehensive General Liability:
➤ Alliance of Nonprofits for Insurance Risk Retention Group
Directors and Officers Liability:
➤ Alliance of Nonprofits for Insurance Risk Retention Group
Fidelity Bond:
➤ Travelers Insurance Company

PTA Website: www.Knightins.net
User Id: ptausersMD
Password: member2017

PTA Insurance Broker: Knight Insurance Services (MD License 99978354)
535 N. Brand Blvd., Suite 1000, Glendale, CA 91203
Toll Free (800) 733-3036
Contacts are: Jennifer and Manuel
FAX (818) 662-9312
Email: PTAMD@Knightins.net



Red Light — Certain activities and events are **prohibited** and are not covered under a policy of insurance for the PTA. Individual PTA officers may be held personally liable for conducting any of the events listed on the prohibited list. The **RED** page in this guide lists **prohibited** activities.

Yellow Light — Occasionally, PTAs wish to sponsor activities that may require additional insurance coverage, waivers of liability and certificates of insurance. PTAs must strictly adhere to PTA guidelines and/or other special arrangements. All conditions must be met before undertaking any activities listed on the YELLOW pages. The insurance broker must be consulted.

Green Light — Approved activities and events are listed on the **GREEN** pages of this guide. Please refer to the National PTA **Annual Resources for PTAs** for more information about appropriate PTA fund-raising activities.

Activities in the **Yellow** and **Green Light** requires the PTA to obtain a signed PTA Participant waiver from each student's parent or guardian. The condition of Waivers and Insurance applies to both Yellow and Green Light Activities. Please see each section for addition conditions.

Maryland
PTA[®]
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Maryland PTA
5 Central Avenue, Glen Burnie MD 21061-3441
(410) 760-6221 • FAX (410) 760-6344 •
E-mail office@mdpta.org
<http://www.mdpta.org>

July 2017

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OVERVIEW OF INSURANCE

COMPREHENSIVE GENERAL LIABILITY

Maryland PTA provides Comprehensive General Liability coverage with a \$1,000,000 limit that covers all **allowable** PTA activities.

The policy insures the PTA unit, its members and volunteers in case they are held legally liable for bodily injury or property damage to another person that results from a covered PTA event. The PTA insurance does not cover booster clubs or other organizations. The policy is not a medical policy. The policy covers the PTA legal liability for injuries to other parties. If someone is injured, but the injury is not the result of the PTA negligence, the individual should utilize his/her own medical insurance for coverage.

The policy is designed to cover allowable PTA events. **It is critical that the RED, YELLOW, and GREEN pages be reviewed before planning any PTA activities.** Certain activities and events are prohibited because they are excluded by the insurance policy and/or because they are dangerous and/or jeopardize the safety of our children and youth. If the PTA sponsors a RED page event and someone is injured because of the PTA negligence, **the individual PTA officers could personally be held liable.**

HIRED AND NON-OWNED AUTO LIABILITY

Coverage protects the PTA unit if they are sued because of the use of automobiles by volunteers while acting on behalf of PTA business. You are still required to have your own automobile liability insurance. There is no coverage for any physical damage to your vehicle.

DIRECTORS & OFFICERS LIABILITY

Maryland PTA offers \$1,000,000 Directors & Officers Liability insurance. This covers the PTA unit, the directors, officers, members, and volunteers. You can be sued when acting in the above capacity because of failure to act within established guidelines.

BONDING INSURANCE

Maryland PTA provides bonding insurance. Coverage provides \$25,000 Employee or Volunteer Theft, \$25,000 Forgery, and \$25,000 theft of money by an outsider. The policy includes a \$500 Deductible. For higher limits, please contact the PTA Broker.

PROCEDURES FOR REPORTING INCIDENTS AT PTA EVENTS

The Incident Report Form must be completed by the PTA President. It is a confidential communication between the PTA and the Maryland PTA broker, informing the Maryland PTA broker of the *potential* problem. It is not a claim; it is merely notification of an incident. The Incident Report Form is **not** to be completed by the injured party, but by the PTA President. In addition, the PTA President may ask the injured party questions that will help complete the report.

It is important you have full/complete information; however, you **must not** give the impression that because you have completed an Incident Report Form that the PTA is responsible and will “take care” of the injured party. The Maryland PTA broker will file the Incident Report Form with the insurance carrier who will investigate the incident and determine responsibility.

The Incident Report Form must be completed for every incident and accident that occurs. If a very serious incident/accident is being reported, you may also want to call the Maryland PTA broker at (800) 733-3036.

The PTA President should follow-up with anyone injured at a PTA event to express concern for the individual and inquire about any injuries sustained. **As PTA President you must never promise to compensate a victim for his/her injuries or accept fault.** Demonstrating concern for the individual may avert many claims.

The Incident Report Form (page 4) is part of the *Insurance and Loss Prevention Guide*.

Make three (3) copies of the completed Incident Report Form and distribute as follows:

- The original to be mailed to the Maryland PTA Broker:
Knight Insurance Services
535 N. Brand Blvd., Suite 1000
Glendale, CA 91203

- Mail one (1) copy to the Maryland PTA
5 Central Avenue
Glen Burnie, MD 21061-3441

- Retain one (1) copy for your files

CLAIMS REPORTING PROCEDURE

If you have a question concerning whether to report an incident or claim, call KNIGHT Insurance Services at 800-733-3036.

Complete all items to the best of your ability, sign and date page 2, and then:

1. Immediately fax or email this completed Incident Report Form to: **KNIGHT Insurance Services**
 EMAIL: PTAMD@Knightsins.net FAX: 818-662-9312
2. Send a copy of the report to: Maryland PTA, 5 Central Avenue, Glen Burnie, MD 21061-3441

Be sure to retain a copy of the report for your files.

Important: Retain any equipment or furniture which caused or contributed to an injury until it can be inspected by an insurance representative.

If a claim needs to be reported after business hours or on the weekend, call (866) 718-1947.
 This number is reserved for true claims emergencies after business hours and weekends.

General Information

Name of PTA Unit				
Name of Contact			Title	
Street Address		City	State	Zip
Business Phone # ()	Ext.	Cell ()	Home Phone (circle one)	E-mail Address

Incident Information

Date of Incident	Day of Week (circle one) Mon Tue Wed Thurs Fri Sat Sun	Time of Incident AM / PM	Did incident involve a vendor, concessionaire and/or service provider? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(if yes, complete information on bottom of page 2)</i>
Location of Incident (if possible, take pictures of the area with a digital or disposable camera)			
Description of Incident (A brief factual account of the incident; include who was involved, how the incident occurred and what action is being taken in response to the incident. Use the back of the sheet if more space is needed.)			
<div style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> </div>			
Was injury due to any act or negligence of PTA? Yes No If yes, explain:			
<div style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> </div>			
Was activity under the supervision and/or sponsorship of PTA? Yes No If yes, explain:			
<div style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> </div>			



Including

ALLIANCE OF NONPROFITS FOR INSURANCE (ANI) & NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

Witness Information

	Name and Address	Daytime Phone	Email Address	DOB
1.				
2.				

Claimant Information (if any; attach additional sheets if more than one)

Name of Injured Party		DOB	<input type="checkbox"/> Employee <input type="checkbox"/> Client <input type="checkbox"/> Volunteer <input type="checkbox"/> Visitor <input type="checkbox"/> Other -	
Address - Street		City	State	Zip
Home Phone # ()	Business Phone # ()	Email Address		
Description of Injury (nature and extent of; please be specific):				
Transported by Ambulance <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and Phone # of Hospital or Doctor, if applicable			
What were injured party's duties (if any) in the activity? (please be specific):				

Your Observations

Claimant's Attire/Description of Clothing (i.e., shorts, t-shirt)	Type of Shoes	Was Claimant carrying anything? (if yes, what) <input type="checkbox"/> No <input type="checkbox"/> Yes -
Describe claimant's demeanor when making the report (i.e., agitated, in obvious or no obvious pain, able to move around while describing what happened, etc.)		

(use the back of the form or attach an additional sheet of paper if needed)

IF EVENT INVOLVED A VENDOR/CONCESSIONAIRE/SERVICE PROVIDER

Name:	Phone Number: ()
Street Address:	City State Zip

(attach copy of the vendor's insurance and hold harmless agreement)

PERSON IN CHARGE

Full Name:	Phone Number: ()
Street Address:	City State Zip

PERSON COMPLETING THE REPORT

Full Name:	Phone Number: ()
Street Address:	City State Zip

SIGNATURE OF INDIVIDUAL COMPLETING THE REPORT

Rev 06/2016

DATE

Pg 2 of 2

RED LIGHT – PROHIBITED ACTIVITIES

The Maryland PTA has adopted certain policies regarding permissible PTA activities in order to minimize the risk of exposure. It is the policy of the Maryland State PTA that certain activities be prohibited because they are dangerous and jeopardize the safety of our children and youth. Such activities also jeopardize the insurance coverage for **all** PTAs in the state. Other activities and events are excluded by the insurance underwriter.

****The following activities and events are prohibited. Individual PTA officers may be personally held liable for conducting any of the events listed below. All PTAs should be aware that violation of established Maryland PTA policies, including the sponsoring of prohibited activities, can result in withdrawal of the PTA's charter.****

THESE ACTIVITIES ARE NOT ALLOWED, EVEN IF VENDOR HAS THEIR OWN INSURANCE.

- ⊗ Alcohol * See Maryland PTA Alcohol Sale and Use Position Statement at the bottom of this page.
- ⊗ Aircraft Demonstrations
- ⊗ Animal Rides
- ⊗ Block Parent
- ⊗ Blood Testing (Blood Drives are Acceptable)
- ⊗ Booster Clubs or Other Parent Organizations and Non-PTA Community Events
- ⊗ Bungee Jumping and Bungee Ball
- ⊗ Color Runs – Powder **Excluded as of 7/1/2017.** Water soluble is ok.
- ⊗ Community Supported Agriculture (CSA's)
- ⊗ Concessionaire operations at Stadiums, Speedways or Arenas. Concession Stands at School Premise are OK.
- ⊗ Cosmetic Services
- ⊗ Donkey Baseball/Basketball/Dart Games/ Dodge Ball (non-foam)
- ⊗ Enrichment Programs — these activities are prohibited: Contact insurance broker for certain exceptions: Martial Arts, Gymnastics, Physical Education Classes, Contact Sports, Skateboarding, Roller Blading, Other Athletic-type Activities
- ⊗ Fireworks Sales
- ⊗ Health Services (National Flu Busters are allowed)
- ⊗ Hot Air Balloons/Balloon Rides (on ground or in the air)
- ⊗ Human Canon Balls (or any variation)
- ⊗ Monster Truck
- ⊗ Paint Ball Guns
- ⊗ Pyrotechnic (Fireworks) Displays
- ⊗ Rope courses over 5ft.
- ⊗ Safe House
- ⊗ Slam Dancing (Moshing, Stage Diving)
- ⊗ Surfing Contests
- ⊗ Trampolines
- ⊗ Transportation (except by Chartered Service, refer to YELLOW LIGHT list)
- ⊗ Watercraft (except commercial craft of 26 feet or more operated by a qualified vendor with evidence of insurance)
- ⊗ Zip Line

***In accordance with the Maryland State PTA insurance program, PTAs may not engage in the sale of alcoholic beverages. (Red Light Item).** Many PTAs hold silent auctions and dinners as fundraisers in which bottles and/or cases of wine are donated for use as auction items. These donated bottles and/or cases of wine may be used as auction items provided the auction is held at a non-school site location and the contents are not decanted during the event or on the premises.

PTAs may auction donated beverages but not sell alcoholic beverages under any circumstance.

Serving of Alcohol at PTA Events -- The Maryland State PTA strongly urges its constituent organizations to refrain from serving alcoholic beverages at PTA functions. If alcoholic beverages are served at a PTA function, the PTA may not serve them. Any alcoholic beverages must be provided and served by a licensed establishment or catering company that has the appropriate permits and insurance. When a PTA is planning an event that will include alcoholic beverages, the PTA may not collect for the cost of the alcoholic beverages through ticket sales. This cost must be paid separately to the licensed establishment or catering company with the valid permits and insurance.

Under no circumstances may PTA funds be used to purchase alcoholic beverages or bottles of alcohol. Remember, the purpose of PTA is to work on behalf of all children and speak for "Every child. One voice."

YELLOW LIGHT

Occasionally, PTAs want to sponsor activities which may require additional insurance coverage, waivers of liability, certificates of insurance or other special arrangements. PTAs must strictly adhere to PTA guidelines. All conditions must be met and/or the Maryland PTA Insurance Broker consulted before undertaking any activities listed on the **YELLOW** pages.

- ✓ **Under no circumstances should any PTA unit, council or district sign a Hold Harmless Agreement for a vendor/concessionaire/service provider, or agree in any way that the PTA will be held responsible for liability. Review all contractual arrangements very carefully to make sure that they do not contain such provisions. If a contract includes a Hold Harmless Agreement contact the Maryland PTA Insurance Broker prior to signing.**

*The numbers [e.g., (1)] following each activity refer to the **CONDITION(S)** that must be met prior to a PTA voting to sponsor an activity or event.*

- After Prom (1), (2), (3), and (21)
- Athletic Events generally prohibited-call insurance broker for exceptions (2), (3), (4), (18), and (21)
- Babysitting at PTA Meetings (5)
- Bingo and Raffles (7) and (8)
- Bounce House & Inflatable Slides / Obstacle Course (1) (11), (17), and (21)
- Camps — Outdoor Enrichment and Science (2) and (21)
- Car Wash-Fund Raiser (20)
- Carnivals with Powered Rides and Amusement Vendors (1), (2), (11) and (21)
- Chartered Services, Bus, or Limousine Services, Any For-Hire Transportation (1), (14) and (21)
- Childcare (2), (5), (9) and (21)
- Climbing Walls (1), (19), (21)
- Craft Fairs, Holiday Boutique and Swap Meets (2)
- Dodge Ball (foam ball) (1), (3)
- DJ (1)
- Dunk Tanks (1), (11), (17) and (21)
- Enrichment Classes (16) and (21)
- Field Trips (2) and (21)
- Food Cater / Food Trucks for an event (1)
- Go-Carts (1), (11), and (21)
- Hayride (1) and (11)
- Helmet Fairs (12)
- Jog-A-Thon or Walk-A-Thon (4) and (21)
- Grad Night (1), (2), (3), and (21)
- Litter Cleanups (10) and (21)
- Opportunity Drawing Tickets (7) and (8)
- Parking Lots - where you charge a fee for parking (16)
- Petting Zoo (1), (15) and (21)
- Purchase of Playground Equipment (13)
- Running Events (4) and (21)
- Slides, Water or Inflatable (1) (2) (11), (17), and (21)
- Snack Food Concessionaire — Hired (1) and (2)
- Skate / Rollerblading Night (only at an indoor roller skating establishment) (21)
- Swim Classes / Swim Party (6) and (21)
- Virtual Realities / Game Truck (1)

CONDITIONS

- (1) Obtain a Certificate of Insurance and an endorsement naming the PTA as Additional Insured on the policy. The vendor/concessionaire/service provider must also sign the Hold Harmless Agreement (page 9). The Hold Harmless Agreement part (b) spells out the insurance requirements for the vendor/concessionaire/service provider. Advise your vendor to provide a copy of the agreement to their insurance broker.
- (2) Call the Maryland PTA broker with details of the event at (800) 733-3036
- (3) If a PTA unit or council chooses to sponsor allowable activities or events that the insurance company has excluded (Athletic Events) the unit or council must purchase the necessary additional participant liability insurance for that activity, and the entire organization (the Maryland PTA, its units and councils) must be named as Additional Insured. Please contact the Maryland PTA broker, KNIGHT Insurance Services, for requirements for additional insurance and to confirm if your event would be covered or excluded. The Maryland PTA broker understands the necessity of protecting the entire organization and will make sure that such additional coverage will match the existing PTA liability insurance and that Maryland PTA will be protected.
- (4) The only exception for which additional insurance need not be purchased is a Running Event (K-runs), Jog- or Walk-A-Thon. Parents and teachers (**and now the general public**) may participate but must sign a Participant's Waiver (page 12) for themselves. Keep in mind that the PTA does not have accident coverage for Jog- or Walk-A-Thon events. These are your requirements: a) prearranged course, separate from traffic b) proper supervision-security or police in place c) water stations d) signed waivers.
- (5) Babysitting is only allowed at PTA meetings where parents are continually on campus **AND** the following conditions are met: the babysitters do not change diapers, there are at least two unrelated adults (18 years or older-may be under 18 if a Certified Babysitter) in attendance at all times, and coffee or other hot fluids are kept outside of the babysitting room or area. If over 11 children are in attendance, then one additional person, who may be under 18, is recommended to be onsite.
- (6) Certified lifeguard required for all swim events.
- (7) Bingo and Raffles: Refer to the Constitution of Maryland State. Information is available on their website www.state.md.us. Licensing is required and you must follow the state rules.
- (8) Please consult local government for ordinances.
- (9) If you have Childcare or Day Care you are required to be licensed by the State of Maryland. You will also need to obtain a separate policy of insurance. Please call the Maryland PTA insurance broker.
- (10) Adequate supervision must be provided. Reflected vests and rubber gloves must be used. Clean-up must not be done on freeways.

CONDITIONS (continued)

- (11) If you are required to sign a contract by the vendor/concessionaire/service provider you **Review all contractual arrangements very carefully to make sure that they do not contain such provisions. If a contract includes a Hold Harmless Agreement contact the Maryland PTA Insurance Broker prior to signing.**
- (12) If you sponsor a helmet fair do not accept payments for the helmets but instead have the purchases be made directly to the vendor.
- (13) When you purchase playground equipment it is best to gift the money to the School and allow them to purchase and install the equipment. PTA's must not install the equipment.
- (14) The Maryland PTA does **not** have excess coverage over the bus companies' insurance. We recommend that **you** gift the money to the school and allow them to arrange and pay for the bus when making field trips.
- (15) Children are being exposed to dangerous E. coli bacteria at petting zoos and fairs. Children pet the animals then put their hands in their mouths or touch food they are going to eat. Have your children wash their hands immediately and/or use antibacterial hand gel.
- (16) You are required to have two unrelated adults in all classrooms. One can be the teacher and the other a parent volunteer. Refer to the Red-Light page for restricted activities, call the broker with questions.
- (17) No homemade dunk tanks, bounce houses or slides. You must rent from a vendor who has appropriate insurance. Dunk tanks must be fully enclosed so water is not splashing on the ground. An example of this is the Royal Flush Dunk Tank. (See the Bounce House Guidelines, available at the www.ani-rrg.org secure website or contact the Director of Loss Control at 831-621-6076 or via email: www.losscontrol@insurancefornonprofits.org)
- (18) No team sports with a roster.
- (19) Climbing walls need a harness.
- (20) When holding a car wash fund raiser, only the owner of the vehicle is allowed to move the vehicle. Additionally, no one should wear a belt or any objects that might scratch the vehicle.
- (21) A Participants Waiver, page 12 and/or Parents Waiver, page 13 are need for the activity.
- (21) Parking Lots and Swap meets are **NOT** covered by the PTA's liability insurance. If you wish to operate a parking lot where fees are charged you need to contact the Maryland State PTA broker, Knight Insurance Services, Inc., for additional coverage and cost before the event. Payment of the insurance will also be required before the event

HOLD HARMLESS AGREEMENT

FOR PTA FUND RAISING VENDORS/CONCESSIONAIRES/SERVICE PROVIDERS

Insurance Requirements:

- (a) Workers' Compensation Insurance. Required if you have employees engaged in the performance of work under the agreement.
- (b) Comprehensive General Liability, Required \$1,000,000 Combined Single Limit. This policy shall cover, among other risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and includes Bodily Injury, Property Damage and Personal Injury. Food vendors are required to have \$1,000,000 Products Liability.
- (c) Automobile Liability Insurance. Required only if you are providing transportation (e.g., limousine or bus service) at PTA event. \$1,000,000 limit required.

If you (vendor/concessionaire/service provider) fall under (b) or (c), a Certificate of Insurance showing policy limits and an endorsement to the policy **MUST** be submitted with your contract.

Contract containing the following language **MUST be added to the above policies (b) and (c) as an Additional Insured:**

The Maryland Congress of Parents & Teachers, (Maryland PTA) including all units and councils, and all their officers, directors, members and volunteers. The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance available to PTA and

(Name of vendor/concessionaire/service provider)

I/We _____(vendor/concessionaire/ service provider) agree(s) to defend and to indemnify and hold harmless, the Maryland Congress of Parents and Teachers, (Maryland PTA) including all units, councils and all of their officers, directors, members and volunteers, but only with respect to liability for bodily injury or property damage or personal and advertising injury caused, in whole or in part, by my/our acts or omissions or the acts or omissions of those acting on my/our behalf:

- A. In the performance of my/our operations; or
- B. In connection with my/our premises rented to you; or
- C. In the sale or distribution of my/our products.

NOTE: The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations for any PTA unit that is part of Maryland State PTA.

DATE: _____ SIGNED: _____
(Vendor/Concessionaire/Service Provider)

NAME OF ENTITY: _____ TITLE: _____

Name of Witness _____ Witness Signature _____

NOTE: Failure of Vendor/Concessionaire/Service Provider to keep the required insurance policies in full force and effect during the work covered by this agreement shall constitute a breach of this agreement. In the event of a breach, the PTA shall have the right but not the duty to procure insurance covering the vendor for the period of this agreement. The cost of this insurance will be deducted by the PTA from the proceeds due to the Vendor/Concessionaire/Service Provider.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured to this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization</p> <p>The Maryland Congress of Parents & Teachers, Maryland PTA, including all units, councils, and all their officers, directors, members, and volunteers.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

ADULT PARTICIPANT'S WAIVER

In the consideration of the acceptance of my entry in the

Name of PTA Unit

City

Date of Event _____ Name of Event _____

_____ I the undersigned participant, intending to be legally bound, do hereby for myself and heirs, executors, administrators and assigns, forever waive, release and discharge any and all rights, claims and actions for damages that I may have, or that may hereafter accrue to me against the Maryland PTA including all units and councils, and all of their officers, directors, members and volunteers.

I attest and verify that I am mentally & physically fit and able to participate in this event and acknowledge that I am aware of the inherent risks in participating in an athletic event of this type.

Signature

Date

Print Name

Address

City

Phone

**PARENT'S APPROVAL, STUDENT WAIVER,
AND PARTICIPANTS' WAIVER**

Print the name of all family members who may participate in any PTA sponsored events for the [insert period] school year (including student, siblings and parents):

1. _____
Participant Name Age, if minor child

2. _____
Participant Name Age, if minor child

3. _____
Participant Name Age, if minor child

4. _____
Participant Name Age, if minor child

The undersigned parent(s) or guardian(s) assume all risks in connection with the participation of all individuals listed above in any and all of the PTA sponsored activities.

I attest and verify that all individuals listed above are physically fit and able to participate in any PTA sponsored activities. Further I acknowledge that it is my responsibility to understand any inherent risks associated with PTA sponsored activities and communicate those risks to all individuals named above.

I do hereby certify that to the best of my knowledge and belief all individuals named above are in good health. In the event that I, or other parent/guardian, cannot be reached in an emergency, I hereby give permission to secure proper treatment for my child(ren). I/we do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon or dentist and performed by or under the supervision of the medical staff of the hospital or facility furnishing medical or dental services. It is further understood that the undersigned will assume full responsibility for any such action, including payment of costs.

I/we hereby advise that the above named minor(s) has the following allergies, medicine reactions or unusual physical conditions, which should be made known to a treating physician: (If none, please write the word "none". If yes, put first name of child and the allergy/condition.): _____

I/we, as parent(s) or guardian(s) of the minor(s), do hereby, for my child/children, myself, my heirs, executors and administrators, release and forever discharge and hold harmless the Maryland State PTA, the local PTA and all officers, directors, employees, agents and volunteers of the organizations, acting officially or otherwise, from any and all claims, demands, actions or causes of action which in any way arise from the participation of any individuals listed above in any PTA sponsored activities.

By signing below, I confirm that I have carefully read and fully understand its contents. I am aware that this is a release of liability and signed it of my own free will.

1. _____
Parent/Guardian Signature Print Name Date

2. _____
Parent/Guardian Signature Print Name Date

Address City State Zip Phone (incl area code)

PARENT'S APPROVAL AND STUDENT WAIVER
AND PARTICIPANTS' WAIVER

APROBACIÓN DE PADRES Y EXENCIÓN POR EL ALUMNO
(PARENT'S APPROVAL AND STUDENT WAIVER)

_____ (*nombre del menor*) tiene mi (nuestro) permiso para tomar parte en todas las actividades patrocinadas por la PTA (Asociación de Padres y Maestros) durante el año escolar 201_ a 201_.

El infrascrito padre o tutor legal asume todo riesgo con respecto a la participación del estudiante en cualquier y toda actividad patrocinada por la PTA. Yo (nosotros) por la presente libero y descargo a la PTA de Maryland, a todos los funcionarios de la PTA, a los empleados y a los agentes de toda obligación, reclamo o demanda por cualquier daño, pérdida o herida al estudiante, daños o pérdida de la propiedad del estudiante o de la propiedad del padre con respecto a la participación en estas actividades, a menos que fuese causado por la negligencia de la PTA.

Yo (nosotros) por la presente certifico que a mi (nuestro) leal saber y entender el menor se encuentra en buen estado de salud. En caso de enfermedad o accidente, se autoriza administrar tratamiento médico de emergencia. Además se acuerda que el infrascrito asumirá responsabilidad total por cualquiera de estas acciones, inclusive el pago de costos.

Yo (nosotros) por la presente informo que el menor arriba nombrado sufre de las alergias siguientes/es sensible a los medicamentos siguientes y/o tiene la condición limitante siguiente que podría afectar su participación, y de lo cual debe informarse al médico que trate la emergencia:

Si no tiene ninguno, por favor escriba "ninguno"

1. _____
Firma Fecha

Nombre impreso Teléfono

Dirección Ciudad Estado Código Postal

2. _____
Firma Fecha

Nombre impreso Teléfono

Dirección Ciudad Estado Código Postal

VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT

Between

(hereinafter "the PTA Unit")

and

(hereinafter "the volunteer")

This document sets forth the responsibilities and understandings of the volunteer and of the PTA Unit regarding volunteer's participation in volunteer programs partially or wholly coordinated by the PTA Unit.

The volunteer and the PTA Unit agree as follows:

1. The volunteer performs the service of the volunteer's own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of the PTA Unit for any purpose and the volunteer's services are not controlled nor mandated by the PTA Unit.
2. If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the volunteer's parent or guardian.
3. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that while the PTA Unit has taken some steps to reduce the chances of injuries or harm to the volunteer, that the PTA Unit has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer's property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
4. The volunteer agrees to waive and release the Maryland PTA, including all unit, council and district PTAs and all of their officers, directors, members, and volunteers from any and all potential claims for injury, illness, damage, or death which the volunteer may have against the PTA Unit that might arise out of the volunteer's service and to hold the PTA Unit harmless there from.
5. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer's negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
6. If any injury or loss to another does occur due to the volunteer's intentional actions or due to volunteer's negligent actions arising outside of the scope of the volunteer's activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
7. In projects where the volunteer will be transporting others in a non-PTA Unit owned vehicle, the volunteer will be required to provide proof of automobile insurance in order to participate.
8. Since volunteers are not the PTA Unit employees, the PTA Unit does not provide workers' compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.

I understand that the materials and tools provided by the PTA Unit are and remain the property of the PTA Unit, and I agree to return these tools and any remaining materials to the PTA Unit at the end of my volunteer service.

By signing below, I confirm that I have carefully read and fully understand its contents. I am aware that this is a release of liability and signed it of my own free will.

Volunteer Signature

Printed Name

Date

If volunteer is under 18 years of age, parent or guardian must read and sign the following:

This release, its significance, and assumption of risk have been explained to and are understood by the minor.

Parent or Guardian Signature

Printed Name

Date

GREEN LIGHT

Approved activities and events are listed on the **GREEN** pages. The National PTA **Annual Resources for PTAs** must be referred to for more information about appropriate PTA fund-raising activities and PTA policies and procedures.

- ✓ **Under no circumstances should any PTA unit or council sign a Hold Harmless Agreement for a vendor/concessionaire/service provider, or agree in any way that the PTA will be held responsible for liability. Review all contractual arrangements very carefully to make sure that they do not contain such provisions. If a contract includes a Hold Harmless Agreement contact the Maryland PTA Insurance Broker prior to signing. Vendors for these activities are still required to sign the PTA Hold Harmless Agreement and provide the necessary proof of insurance.**

- ✓ After-School Treats
- ✓ Apple Bobbing
- ✓ Art & Craft Activities
- ✓ Auction/Silent Auction
- ✓ Bake Sales (*be sure your school district and/or local health department allow homemade products*)
- ✓ Balloon Artist
- ✓ Band Concerts
- ✓ Baseball Toss through Target
- ✓ Bean Bag Toss
- ✓ Bike Displays & Bike Rodeos
- ✓ Book Fair
- ✓ Bowling
- ✓ Broom Hockey
- ✓ Cake Walks
- ✓ Carnivals without Powered Rides and Amusement Vendors (refer to Yellow Light List)
- ✓ Christmas Tree Sales (*No cutting*)
- ✓ Colored Sand Painting
- ✓ Community Forums
- ✓ Confetti Eggs
- ✓ Cooking Classes
- ✓ Costume Carnival and Costume Rentals
- ✓ Cow Bingo
- ✓ Craft Fairs, Holiday Boutique, Yard Sales and Swap Meets. Food vendors must have Products Liability.
- ✓ Craft Workshops
- ✓ Dances and Dance Dance Revolution
- ✓ Dinners (pasta, crab, international, barbecue, etc.)
- ✓ Enrichment — Academic only (refer to exclusions on **RED LIGHT** list)
- ✓ Egg Toss
- ✓ Face Painting
- ✓ Family Portraits
- ✓ Fashion Shows
- ✓ Fish Ping Pong
- ✓ Food Sales by PTA only
- ✓ Football Throw through Target
- ✓ Fortune-Telling, Terra Card Reading
- ✓ Gift Wrapping
- ✓ Golf Tournament
- ✓ Haunted House
- ✓ Hobby Shows
- ✓ Hypnotist
- ✓ Ice Cream Socials
- ✓ I.D. Bracelets

Continued

GREEN LIGHT Approved Activities and Events (continued)

- ✓ Haunted House
- ✓ Hobby Shows
- ✓ Hypnotist
- ✓ Ice Cream Socials
- ✓ I.D. Bracelets
- ✓ Jail Auctions
- ✓ Karaoke
- ✓ Laser Tag
- ✓ Leg-A-Thon
- ✓ Line Dancing
- ✓ Life Time Fitness
- ✓ Magazine Sales
- ✓ Math Fair
- ✓ Mouse Trap Maze
- ✓ (Wear Velcro suits, move through Velcro maze, and try not to touch sides. No launching devices.)
- ✓ Movie Night
- ✓ “Nerf” Bow and Arrow
- ✓ Parent Education Workshops
- ✓ Pee Wee Golf
- ✓ Performing Arts
- ✓ Picnic-Type Games (Not competing against other schools or classes)
 - 3-Legged Race
 - Basketball Shoot
 - Bowling
 - Jump Rope
 - Obstacle Course
 - Potato Race
 - Puzzle Race
 - Sack Race
 - Softball Throw
 - Tug-of-war
 - Volleyball
- ✓ Pizza Night
- ✓ Plant Boutiques
- ✓ Reading Night
- ✓ Ring Toss
- ✓ Roll Reversal Plays
- ✓ Rummage Sales (ALL sales receipts going to PTA)
- ✓ White Elephant Sale/Flea Markets
- ✓ **Sale of:** Calendar, Candy, Cookbooks, Gift Wrap, Greeting Card, Logo Items, Magazine, Pencil, Popcorn, Snack Food, T-Shirt (including Sweatshirt, Jacket, etc.), Water Bottle, Yearbook
- ✓ Scarecrow Competition
- ✓ School Play
- ✓ Science Fair
- ✓ Silhouettes
- ✓ Snow Day
- ✓ Spelling Bee
- ✓ Sponge Toss Using Goggles
- ✓ Storytellers/Performers
- ✓ Taffy/Sucker tug-of-war
- ✓ Talent Shows
- ✓ Water Balloon Toss

DIRECTORS AND OFFICERS LIABILITY INSURANCE

Maryland PTA provides \$1,000,000 Directors and Officers Liability Insurance. This policy covers all units and councils participating in the program.

You, as a director, officer, member or volunteer of an organization, can be sued because of failure or alleged failure to act within established guidelines. Directors and Officers have a fiduciary duty to their organization and are sued by those who feel members have not lived up to the responsibilities or duties assumed as members of the organization.

Generally, these duties are:

Duty of Loyalty: Requires you to act in good faith. You must not allow your personal interest to prevail over the interests of the organization. Do not use the PTA as a personal forum.

Duty of Care: Requires you to be diligent and prudent in managing the organization's affairs. You must be informed and regularly review all financial statements, regularly attend board meetings, and avoid conflicts of interest.

Duty of Obedience: Forbids acts outside the scope of corporate powers. The governing board of the organization must comply with state and federal law; conform to the organization's charter, articles of incorporation and bylaws.

Examples of actual claims that have been filed against nonprofit organizations:

- Wrongful Termination
- Breach of Employment Contract
- Fund Misappropriation
- Discrimination
- Antitrust
- Civil Rights Violation
- Sexual Harassment
- Promotions and Compensation
- Invasion of Privacy
- Interference with Employment Contract
- Inefficient Administration
- Waste of Assets
- Failure to Deliver Services
- Fund-Raising Activities
- Lobbying Activities
- Entering into Contracts Where Conflict of Interest May Exist
- Libel and Slander

(Reminder: As with the Comprehensive General Liability coverage, the PTA must do all it can to prevent losses. Good Risk Management helps to keep insurance costs low.)

BONDING INSURANCE

Maryland PTA's insurance program includes bonding.

- ✓ You are covered for \$25,000 Coverage A (Fidelity) with a \$500 Deductible. Coverage A covers you if an employee, member or volunteer takes assets of the PTA.
- ✓ You have \$25,000 Coverage B (Forgery) with a \$500 deductible. Coverage is for a loss due to forgery or alteration of a check.
- ✓ You have \$25,000 Coverage C (Theft/Robbery) with a \$500 deductible. Provides coverage should someone other than an employee, member, or volunteer take assets (money or scrip) from the PTA.

Higher limits are available. Contact the PTA Insurance Broker.

The bond does not provide coverage for wire transfers. There is very limited coverage for credit card losses and we discourage the use by units and councils.

Losses must be reported within 60 days of when you discover a potential loss. We recommend you report a loss when you are in the investigation stage, to prevent your claim being denied. You must have records of your transactions to collect on a loss.

It is critical that all units follow the Maryland PTA Financial Guidelines. Two signatures are required on all checks. When a fundraiser is held and large amounts of cash are collected, two people should count the funds; both sign and each retain a copy of the receipt verification form and deposit the money in the bank. Cash should not be left unattended in any car, taken home, or deposited in your personal account. When a large fundraiser is held, conduct a review on the fundraiser immediately upon completion of the event. A review will immediately reveal if funds are missing.

Maryland PTA By-Laws require that all PTAs submit a copy of the treasurer's annual report, reviewed by the auditing committee to the Maryland State PTA or their designated representative.



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**BOND CLAIM FORM
FOR EMPLOYEE OR VOLUNTEER THEFT**

CONTACT YOUR DISTRICT PRESIDENT FOR PROPER PROCEDURE ON HOW TO HANDLE A BOND CLAIM. THE CLAIM MUST BE REPORTED BY YOUR DISTRICT PRESIDENT TO OUR INSURANCE BROKER.

NAME OF PTA UNIT _____ DISTRICT PTA _____
Address _____ COUNCIL _____
City _____ State _____ Zip _____ DATE _____

INITIAL INFORMATION REQUEST, THIS IS WHAT THE INSURANCE COMPANY WILL NEED FROM YOU:

- 1) Date of discovery of the loss _____
- 2) What alerted you to the discovery of the loss _____
- 3) Detailed narrative description of the loss _____

- 4) Explanation of how the loss was discovered _____

- 5) Attach a copy of the source documentation used to determine the amount of the claim, as well as a copy of any accounting analysis prepared.
- 6) The alleged perpetrator's name, home address and phone number _____

- 7) The inclusive dates when the alleged perpetrator served as a PTA volunteer, and any documents confirming that period of volunteer services _____

- 8) Copy of the police report, and the name and telephone number of the investigating officer _____

- 9) Any other documentation that will help substantiates any claim to be submitted. _____

PTA DISTRICT PERSON PREPARING REPORT

Name _____ Phone (____) _____
Address _____ City _____ State _____ Zip _____
Email Address _____

PLEASE USE ADDITIONAL PAGES FOR MORE COMPLETE DESCRIPTIONS

Please complete this original report and distribute as follows:

- ✓ Email a copy to KNIGHT Insurance Services PTAMD@Knightins.net or FAX (818) 662-9312
- ✓ Email a copy to MD State PTA, office@mdpta.org.
- ✓ Email a copy to the district PTA president
- ✓ Retain 1 copy for your files

FREE AND HIGHLY SUBSIDIZED RESOURCES

SERVICES

- **Background Checks** – Significant discounts available for screening services through IntelliCorp. (42% discount on bundled package)
- **BOARDnetWORK** – A web-based subscription service to handle the administration of your board of directors. Designed to help your board stay informed and organized. As you have a volunteer board that changes, this is a great resource for document management/storage. FREE (a savings of \$650).
- **Group Purchasing Portal** – Significant discounts on office supplies, FedEx Shipping, equipment rental & purchase, food, paper goods, car rentals, hotel discounts, and more. Access to the portal is FREE. *(through National Assembly Business Services)*

TRAINING

- **Webinars** – Free risk management webinars (live and on-demand sessions) on a variety of topics.

CONSULTING

- **Loss Control Assistance** – Free and unlimited access.

OTHER

- **MEMBER-ONLY Secure Website** – Free access to risk management tools, including easy to use checklists, sample forms, reference documents and more. *(Customized PTA forms are available at the PTA Insurance website.)*
- **Educational Booklets** – Free risk management educational booklets on various topics important to nonprofits. They can be downloaded from the web or ordered in hard copy.

To access these resources, you will need to log in to the Nonprofits Insurance Alliance Group secure website. To request a login, send an email to losscontrol@insurancefornonprofits.org with the following information:

District #	Your Name
District/Unit Name	Your Title
District/Unit Address	Your Phone Number
City, State, Zip	Your email address

If you have any questions about the resources, or need assistance, please contact our director of loss control at 831-621-6076 or via email: losscontrol@insurancefornonprofits.org

Nonprofits Insurance Alliance of California (NIAC) PTA Member ID# 03293
800-359-6422 www.insurancefornonprofits.org

DISCLAIMER

It must be understood that this document is only a summary and it is **NOT** all-inclusive, nor does it alter or waive any of the actual policy coverage, exclusions or conditions.

The material in this publication is provided for informational purposes only and is not intended to be representative of coverage that may exist in any situation under the policy. All conditions of coverage, terms and limitation are defined and provided for in the policy.

Please contact the Maryland PTA Insurance Broker KNIGHT Insurance Services (800) 733-3036 or PTAMD@Knightins.net if your proposed activity is not listed under the **RED, YELLOW OR GREEN LIGHT**, or if you have questions regarding coverage or activities.



The *Insurance and Loss Prevention Guide* was made possible through the cooperative efforts of:

- Alliance of Nonprofits for Insurance
- Knight Insurance Services
- Travelers Insurance Company

Please contact the Maryland PTA Insurance Broker for any suggestions for new green page items.