

MOTORSPORT INSURANCE



LOSS CONTROL MANUAL 2018

1336 Sandhill Drive • Unit 4 • Ancaster, Ontario • L9G 4V5

www.StoneRidgeSpecialty.ca

TABLE OF CONTENTS

Waiver & Release

- 3. *Guidelines for Waiver Registration*
- 4. *General Waiver & Release*
- 5. *Parental Consent Form*
- 6. *Minor Waiver & Release*

Incident Reporting

- 7. *Incident Handling Guidelines*
- 8. *Motorsports Incident Report Information & Guidelines*
- 9. *Motorsport Incident Report*

Loss Control

- 10. *Emergency Evacuation Guidelines*
- 11. *Walk-Through at Motorsports Facilities*

WAIVER AND RELEASE

Guidelines for Waiver Registration

IT IS A REQUIREMENT OF YOUR INSURANCE COVERAGE THAT ALL PERSONS ENTERING A RESTRICTED AREA READ, COMPLETE AND SIGN THE WAIVER AND RELEASE.

PLEASE FOLLOW THESE INSTRUCTIONS TO MAINTAIN VALID INSURANCE. THE FAILURE TO IMPLEMENT A WAIVER AND RELEASE SYSTEM WILL NEGATE CERTAIN IMPORTANT INSURANCE COVERAGE.

- 1. USE ONLY RELEASE FORMS PROVIDED BY YOUR INSURANCE COMPANY**
- 2. KEEP THE ENTIRE RELEASE IN VIEW OF SIGNERS.**
Don't fold forms over the clipboard! This makes it more difficult for entrants to claim they could not read, or were not permitted to read the release before they sign it.
- 3. HANDLE AND FILE ALL RELEASES WITH CARE.**
Check to be sure every release sheet is signed and dated. Don't fold releases when filing. Use a legal size folder. Don't mark anything on the releases, make notes on releases, or highlight names.
- 4. HAVE THE SAME PEOPLE HANDLE SIGN-INS AT ALLEVENTS.**
They will become more consistent in handling releases. Be sure pit gate personnel sign and date each complete sheet.
- 5. BE SURE PIT GATE IS MANNED THOUGH ENTIRE EVENT.**
Do not allow security or pit booth personnel to go off duty before the event is complete.
- 6. BE SURE PIT GATE STAFF KNOWS WHAT TO TELL PERSONS ASKING WHAT THEY ARE SIGNING.**
Suggestion: "This is a release and waiver of liability. It means you are entering a restricted area at your own risk, and accept total responsibility for anything that may happen to you."
- 7. REQUIRE ALL PERSONS TO COME TO PIT WINDOW AND SIGN RELEASE.**
Never pass clipboards into vehicles to be signed. Never allow any person to sign for others. Make sure everyone signs and prints their full name.
- 8. BE SURE EVERYONE ENTERING PITS/RESTRICTED AREAS SIGNS A RELEASE.**
Include employees, press, guests, sponsors, drivers, crew/team members.
- 9. DO EVERYTHING YOU CAN TO BE SURE EVERYONE KNOWS THEY ARE SIGNING A RELEASE.**
Display release prominently, in all busy areas: pit restrooms, refreshment stands, tech/scale area, pay window, etc. Mail release copies with annual memberships or include in newsletters. IMPORTANT! Show and discuss release at pit meetings. Make large blow-ups of release with sign, "THIS IS THE RELEASE YOU SIGN - KNOW WHAT IT SAYS!" and post them at pit entrance and other locations (preferable lighted). Use a moving message sign at the pit window, that repeats, "YOU ARE SIGNING A RELEASE...KNOW WHAT IT SAYS...COPIES ARE AVAILABLE." Imprint pit passes with a message of this type: "WARNING! The holder of this pit pass acknowledges signing the release and waiver, in exchange for admittance to the restricted areas. By signing, holder has waived certain legal rights, and acknowledges the potentially dangerous nature of activities in and adjacent to restricted areas.
- 10. NEVER ALLOW MINORS TO SIGN THE ADULT WAIVER**
- 11. MAKE SURE YOU KNOW AND FOLLOW PROPER PROCEDURES FOR MINOR RELEASES**
Make sure every minor's signs the minor's release, and makes sure both parents sign the parental release. THIS MEANS BOTH PARENTS (It is acceptable to have the parental waiver and release signed on an annual basis). If a minor's parents do not live together, or live in different communities, both must still sign the parental release, so youthful entrants may have to go through some trouble to become eligible for competition. Make sure every minor presents proper ID when executing a release - a driver's license, birth certificate or social security number. On each race night, make sure every parent who accompanies a minor signs the adult waiver and make sure that the minor signs his/her nightly minor's waiver and release.

***THE WAIVER AND RELEASE PROTECTS YOUR BUSINESS AND ALL THE PARTICIPANTS.
DO NOT IGNORE THE IMPORTANCE OF FOLLOWING THE INSTRUCTIONS.
PROTECT YOURSELF.***





RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

Description and location of scheduled event(s) (the "EVENT")

Date release signed

In full or partial consideration for allowing me to participate in all related events and activities of the EVENT, I hereby warrant and agree that:

- 1. I am familiar with and accept that there is the risk of serious injury and death in participation, whether as a competitor, student, official or worker, in all forms of motor sport and in particular in being allowed to enter, for any reason, any restricted area; and
2. I have satisfied myself and believe that I am physically, emotionally and mentally able to participate in this EVENT, and that my protective clothing, gear and equipment is fit and appropriate for my role as a participant in this EVENT; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times during the EVENT the sole responsibility for my personal safety remains with me; and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective clothing, gear or equipment, for continued safe participation in the EVENT.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

- 1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in the EVENT even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Releasees, as that term is defined below, and any persons associated therewith or otherwise participating in the EVENT in any capacity; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against any person(s), entities or organization(s) associated in any way with the EVENT including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, regarding the EVENT or event premises, or any one or more of them and their respective directors, officers, employees, guides, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at the event facilities or my participation in any part of, or my presence in any capacity at, the EVENT, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in any aspect(s) of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them by me or on my behalf, or that of my estate, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be governed by the laws, and in the courts, of the Province in which the EVENT occurs.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

Signature of Participant

Printed Name of Participant

Signature of Witness

Blank lines for signature and name entry.



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!

Description and location of scheduled event(s) (the "EVENT")

Date release signed

In full or partial consideration for allowing my minor child/ward to participate in all related activities of the EVENT, I hereby warrant and agree that:

- 1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, namely; and
2. I am familiar with and accept, on behalf of myself and my minor child/ward, that there is the risk of serious injury and death in participation, whether as a competitor, student, official or worker, in all forms of motor sport and in particular in being allowed to enter, for any reason, any restricted area; and
3. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in this EVENT, and that his/her protective clothing, gear and equipment is fit and appropriate for his/her use in this EVENT; and
4. I understand, and will instruct my minor child/ward, that regardless of his/her role, all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward; and
5. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness, or that of his/her protective clothing, gear or equipment, for continued safe participation in the EVENT.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

- 1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with participation in the EVENT by my minor child/ward even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the event organizer, the event venue(s) and of any persons associated therewith or participating therein; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against any person(s), entities, or organization(s) associated in any way with the EVENT including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, vehicle owners and other participants, rescue personnel, event inspectors, underwriters, consultants, and others who give recommendations, directions or instructions, or engage in risk evaluation and loss control activities, regarding the EVENT or event premises, or any one or more of them, and their respective directors, officers, employees, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that my minor child/ward may suffer, or that his/her next of kin may suffer as a result of his/her use of or presence at the event facilities or my child's/ward's participation in any part of, or presence at, the EVENT, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES; and
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in any aspect of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.
5. AN AGREEMENT that this document be governed by the laws of the Province in which the EVENT occurs.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND I AND/OR MY MINOR CHILD/WARD MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

Signature of Parent/Guardian(s)

Printed name of Parent/Guardian(s)

Signature of Witness

Horizontal lines for signatures and printed names.

MINOR PARTICIPANT

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

Description and location of scheduled event(s) (the "EVENT")

Date release signed

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in the **EVENT** is not permitted without my execution of this document. I hereby warrant and agree that:

1. I know that there are significant risks including the risk of serious injury or death associated with participation, whether as a competitor, student, official or worker in all forms of motor sport and in particular in being allowed to enter, for any reason, any restricted area; and
2. I acknowledge and accept these risks and all other risks associated with participation in this **EVENT** even if arising from negligence or gross negligence, including any worsening of injuries caused by negligent rescue operations or procedures, of the event organizer, the event venue(s) and of any and all persons associated therewith or participating therein; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times THE SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME;
4. I will immediately remove myself from participation in the **EVENT** and notify the nearest official, if at any time I sense any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective clothing, gear or equipment, for continued safe participation in the **EVENT**; and
5. I am _____ years of age.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND I AM AWARE THAT BY SIGNING THIS ASSUMPTION AND ACKNOWLEDGMENT OF RISK I AND/OR MY PARENTS/GUARDIANS MAY SURRENDER CERTAIN LEGAL RIGHTS.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

Signature of Minor Participant

Printed name of Minor Participant

Signature of Witness

INCIDENT HANDLING GUIDELINES

When a person at the event goes down with an injury – and whether attention is given by an usher, nurse, EMT or other assigned personnel, both the injured person and the situation need to be evaluated and stabilized, whether it is until the ambulance arrives and takes over, until the person can be taken to the First Aid room for care and observation, or until the person refuses care and/or elects to return to the event without further attention. Regardless of the scenario and which personnel, there are a number of do's and don'ts while attending to the injured person's needs. Among them:

- Don't** accept or even suggest fault for the incident
- Don't** make any promises about anything
- Don't** make payment or say his/her medical bills will be paid
- Don't** give any information about your insurance coverage
- Don't** recommend any medical facility unless told to do so
- Don't** reflect an attitude of boredom, nuisance, or importance
- Don't** argue or patronizingly agree with any disagreeable comments by the injured person
- Don't** leave the person unattended until transferred to health or security personnel in the pre-authorized manner or release at their own request
- Don't** fail to observe and record any significant circumstance
- Don't** hesitate to correct any hazardous situation (e.g., wet spot) as soon as reasonable after attending to the person
- Do** give respect and appropriate attention to the stricken person
- Do** assist within the local system of obtaining and recording the relevant information about the incident on the Report Form being used for this track
- Do** contact security of other designated personnel so that an investigation and warranted controls/remediations can be launched without unnecessary delay
- Do** ask the person what he/she believes happened and record such in his/her own words, if at all possible.
- Do** note in the report, if observable circumstances differ, or reflect in any way on, what the person is claiming
- Do** note in the report if the person is noticeable upset or actually complaining about the cause of his/her accident.
- Do** give respect to any complaint
- Do** report the incident to StoneRidge Specialty. In the case of fatality, spectator injury or serious participant injury call 1-226-318-1744 immediately and provide details.

MOTORSPORTS INCIDENT FORM

INFORMATION AND GUIDELINES

Complete all sections in as much detail as possible and attach additional pages if necessary, such as a copy of the waiver, observer's report, etc. Please contact StoneRidge Specialty Insurance if you need further information.

1. Complete an Incident Report for:

ALL INJURIES

Any physical injury, including when a driver sustains a hit hard enough to possibly result in soft tissue injury or lacerations he/she might be injured. NOTE: Minor injuries (bee stings, small cuts, scrapes, etc.) sustained off-track (in paddock, garages, offices, etc.) and not involving a moving vehicle or spectator should also be reported.

2. Obtain original Releases and Waivers signed by injured party(ies). Do not send original until directed.
3. For any spectator injury, fatality or serious participant injury, obtain at least two (2) eyewitness reports.
4. Return the completed form along with the following:
 - a) Copy of the completed and signed event waiver;
 - b) Copy of the completed and signed parental consent/minor waiver (if applicable);
 - c) Written reports from medical/emergency personnel.
5. **In case of:**
 - ✓ **A fatality;**
 - ✓ **ANY INJURY TO A SPECTATOR;**
 - ✓ **A serious participant injury, no matter how caused;**
 - ✓ **WHEN IN DOUBT, CALL:**

StoneRidge Specialty Insurance

Tel.: 1-226-318-1744

Note: Please report all injuries, suspected injuries or refusals for treatment immediately after the event.





MOTORSPORTS TRACK INCIDENT REPORT

(Complete one report for each injured party)
REPORT MAY BE FAXED TO 1-905-648-7399
or e-mail kevinb@stoneridgespecialty.ca

Promoter / Track Name: _____

Location: _____

Injured Party Was A: SPECTATOR PARTICIPANT

Participant Type: DRIVER OFFICIAL MECHANIC CREW OTHER _____

Vehicle Type: _____

Date of Incident: _____ Time: _____ AM / PM

Name of Injured Party: _____ Age: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone: () _____ Business Telephone: () _____

Did Injured Sign a Waiver and Release? YES NO

Party was Injured: SPECTATOR SIDE PIT AREA TRACK

Briefly describe incident: _____

Briefly describe extent of injury to party: _____

Was party transported to hospital? YES NO

Was party admitted to hospital? YES NO

Name of hospital: _____

Address of hospital: _____

Name of transporting ambulance service: _____

Address: __ City: __ Province: __ Postal Code: __

Report Prepared by Track Official:

Name: __ Title: _____

Address: __ City: __ Province: __ Postal Code: __

Day Phone: () _____ Evening Phone: () _____

LOSS CONTROL

Emergency Evacuation Guidelines

The sudden need to evacuate and secure the track requires planning, authority, and a master plan understood by all. The absence of such can only add to a catastrophe. Sudden need may arise from:

1. Severe weather (electrical or wind)
2. Unexpected catastrophe (such as riot, bleacher collapse, or plane crash)
3. Potential catastrophe (such as bombthreat)

Whichever, the master plan is to bring order into the disorder of the circumstances being suddenly faced.

Decision Maker	On a race day, a chief decision maker must be known, accessible, and with the authority to move within established policies, procedures and criteria for action. Typically, this is delegated to the ranking staff person present, with the chief of security helping to provide important information and implementing the decisions.
Informed Awareness	The security chief should see that information is readily processed as needed to and from designated liaison personnel from the weather station, police/sheriff department, fire department, and emergency medical services. Internally, he/she should organize a communication network with the head usher, gate and parking lot supervisors, concessionaries, major media and key backstretch personnel.
Course of Action	Directions to patrons, facility staff, and backstretch personnel for evacuation must be effective yet as simple as possible, whether out of prudence (bomb threat) or out of reality (earthquake). The routes of evacuation must be monitored against obstruction and be other than the routes of entry by fire, police, and rescue personnel. Plans should include alternatives for blocked routes, attentions to the parking area as well as the facility, securing the vacated premises, and routes for incoming emergency vehicles/personnel. Horse evacuation considerations must be explicit.
Communication System	A “command post” should be planned as the hub for processing all information and directions involving the decision maker, security chief, all liaison personnel, and the track announcer. Radio contact should be ready in lieu of or additional to phone contact. Advance work sessions with all involved should include what local experts and authorities believe is the best way to handle the respective causes of the evacuation to minimize panic among fans, etc.
Evaluation	The best of planning cannot anticipate all glitches, and a practice staff communication exercise is helpful. Also of help would be the sharing of the master plan with a visiting outside expert who can review the plan as it fits the actual facility and community resources. A review of the master plan by all personal sharing responsibility for its implementation should be done before each meet.

WALK-THROUGHS AT MOTORSPORTSTRACKS

The risk of injury in motorsports is not limited to the drivers and their crew. Spectators get hurt too, often from unnecessary hazards that need to be found prior to the fact. It is principally “a matter of looking for them,” but some hazards are not as obvious as others. This is one reason why the insurance representative makes periodic visits.

Track owners and special event managers can spare themselves grief by making a “matter of looking for them,” a matter of practice. Designated persons with designated targets of attention can make the periodic walk-throughs of the spectator area an integral part of the operations. Have them see the grounds through the eyes of the excited youngster or the not-so-nimble senior citizen who are more observant of the fan around them than the nitty-gritty of watching their every step. Other considerations may appear more obvious once conscious attention is given to them, such as:

- Potholes or other tripping hazards in the parking area
- Loose/Uneven sewer gates or manhole covers
- Deteriorated or uneven walkways
- Objects protruding into walkways
- Electrical cables and water hoses across walkways

or

- Spills and debris on walking surface around concessions
- Wetness and debris on walking surface in restrooms
- Absence of barriers to restricted areas
- Exposed machinery or electrical transformers
- Unsecured electrical box covers

or

- Deteriorated seating boards in bleachers and grandstands
- Loosened handrails
- Gaps at back or sides of seating areas through which small children can fall
- Poorly lit walking areas, including parking lots
- Exit ways not clearly identified

or

- Electrical connections subject to submersion in water
- Electrical circuits not grounded or without over current protection
- Outdated or discharged fire extinguishers
- Compressed gas cylinders (LP, helium, CO₂) not chained or otherwise secured in the upright position
- Contractors/Sub-Contractors without certificates of insurance

or

- Whatever constitutes an unnecessary hazard that can hurt the people who come to have fun. Don't wait for the professional.