



2023 APPLICATION FOR EQUINE ASSOCIATION CLUB

(BE A MEMBER & RENEW EARLY – CLUB INSURANCE EXPIRES JANUARY 01 EACH YEAR)

Membership in your Provincial Equine Association (PTSO enables you to apply for low cost broad coverage on all your Club's activities throughout the year

CapriCMW Insurance is the official insurance broker of most Equine Associations in Canada.

Questions about this Insurance Program must be directed to CapriCMW.

1. Liability Insurance for Club Activities

- Club insurance is for Clubs who are members of their Provincial Equine Association (PTSO) **AND** whose active riding or driving members are also members of their PTSO.
- The coverage is for all "**APPROVED**" activities. "Approved" activities are those that you declare on the attached form which are reviewed by CapriCMW Insurance.
- Coverage may be extended to the actual ownership of land/buildings, and the operation or maintenance of equine facilities where you own, rent or maintain land building(s) for more than 15 consecutive days (see application form).
- **The Insurance price starts at only \$385 and provides:**
 - \$10,000 on owned Property other than buildings (higher limits available)
 - \$50,000 per animal, \$250,000 per occurrence/aggregate if liable for animals of others in your custody
 - \$1,000,000 on Tenant Legal Liability on responsibility for rented premises
 - \$5,000,000 on Club Commercial General Liability including Injury to Participants
- Crime Coverage as follows:**
 - \$10,000 Employee Dishonesty – Form A
 - \$2,500 Broad Form Money & Securities
 - \$2,500 Money orders and Counterfeit Paper Currency
 - \$2,500 Depositors Forgery

If you want this very broad special insurance complete and return the attached application.

2. Management Liability

(also known as Directors & Officers Liability) is a special coverage available separately to Clubs who submit a Management Liability Application. If you currently do not have coverage, please contact our office for more information.

- The cost of the "Management Liability" coverage is always affordable.
- Management Liability protects director and their personal assets from law suits brought against them for their actions as a director of the club.

NOTE: This policy contains a Communicable Disease Exclusion.

Coverage is not effective until both the completed, signed & dated Application and the payment are received.

Other benefits also available are:

1. **Equi-Care** for horse mortality / medical / surgical
2. **Horse & Livestock Trailers (Physical Damage)**
3. **Weekly Accident Indemnity**

Western Provinces and Territories:
 CapriCMW Insurance Services Ltd.
 100 - 1500 Hardy Street, Kelowna, BC V1Y 8H2
 TF 1 800 670 1877 F 1 888 822 6115
 E agri@capricmw.ca W capricmw.ca/equine

Ontario and Provinces Eastward:
 CapriCMW Insurance Services Ltd.
 15221 Yonge Street, Aurora, ON L4G 1L8
 TF 1 888 394 3330 F 1 888 822 6115
 E forms@equicare.ca W capricmw.ca/equine



2023 APPLICATION FOR EQUINE ASSOCIATION CLUBS (PAGE 1 OF 2)

Name of Club: _____

Mailing Address: _____ STREET CITY PROVINCE POSTAL CODE

Website: _____ Contact Name: _____

Position On Board: _____ Email: _____

Residence Phone: (_____) _____ Cell Phone: (_____) _____

Is your Club a current member in good standing with your Provincial Equine Association (PTSO) (HCBC, AEF, SHF, MHC, OE, NBEA, IHC, NEA ETC.) Yes No

****IMPORTANT NOTICE – Provincial Equine Association Membership (PTSO) is required in order for insurance to be valid****

What Provincial Equine Association are you a member of? _____ What is your current Membership #: _____

Are "ALL" members of your organization who ride or drive in Club organized activities also members in good standing of a Provincial Equine Association (PTSO)? ****Required for Coverage**** Yes No

Note: Non-Club members and/or Therapeutic riders can participate in Club Organized riding or driving activities without being PTSO members.

Are you an umbrella Organization with Regional Groups under your control? Yes No **If Yes, please contact our office**

Indicate "ALL" of the club's activities (Use separate page if required)

- Member Rides Clinics Lessons Competitions Social Events Meetings Club Auctions
 - Exhibitor at Trade Shows Overnight Camps (Members Only) Mounted Archery** Mounted Shooting**
- (** If you are involved in Mounted Archery or Mounted Shooting, please contact our office)

Describe Dun Raising Activities: _____

Describe all other activities: _____

IMPORTANT NOTE: COMMERCIAL TRAIL RIDES AND PONY RIDES ARE EXCLUDED ACTIVITIES

Do you build, clear or maintain any trails, whether owned or non-owned? Yes No

If YES, does this consist **ONLY** of clearing debris, branches or rocks to ensure a safe equine ride? Yes No (If "No", please contact us)

Does the club offer any food or concession sales? Yes No If YES, Describe: _____ Revenue: _____

Does the club serve a/o sell alcohol? Yes No If YES, Describe: _____ Revenue: _____

****Member only events are insured****

Do you hold rough stock events/activities? Yes No

Do you offer EAL (Equine Assisted Learning)? Yes No

Do you have any operations or activities in the USA? Yes No ***Note: This program does not insure USA operations or activities***

Has the club had any claims during the past 5 years? Yes No

If yes, Date of loss: _____ Description: _____ Amount Paid: _____



2023 APPLICATION FOR EQUINE ASSOCIATION CLUBS

(PAGE 2 OF 2)

PREMIUM CALCULATION

Are you required by contract/Agreement to add someone as Additional Insured? If so, provide their full name and address and reason (i.e. Landlord) they are being added (if more than 2 additional insured's please use separate page). Yes No

PLEASE NOTE Unable to add Additional Insureds with USA mailing address

Legal Name: _____ Reason: _____

Mailing Address: _____

STREET

CITY

PROVINCE

POSTAL CODE

Legal Name: _____ Reason: _____

Mailing Address: _____

STREET

CITY

PROVINCE

POSTAL CODE

Base Premium \$ 385

Do you rent **your** property and/or building(s) to others? Yes No

We use, rent or lease premises and/or buildings for periods longer than 15 consecutive dates for the purposed of conducting club activities? Yes No

If Yes, to either of the above questions you **MUST** add **one** of the following:

Premises for equine activities (may including boarding of up to 10 horses belonging to other people, other than at a Show, Clinic or Lessons

Add \$150 \$

Premises for equine activities but Boarding of more than 10 horses belonging to other people, other than at a Show, Clinic, or Lesson

Add \$450 \$

Chapter/Affiliates/Sub-Groups

_____ X \$50 \$

- **Please ensure Affiliate/Branch Supplement completed**

Club Tack: \$10,000 base limit, \$500 deductible, Replacement Cost Yes No

If "Yes" add \$65 \$

- Increased Tack limit (maximum increase to \$15,000)

\$ _____ @ \$4.50/\$100 \$

NOTE: If Policy is cancelled, the Minimum Retained Premium is \$385 or 50% of the total premium whichever is greater.

POLICY COVERAGE EXPIRES JANUARY 1, 2024

TOTAL PREMIUM \$

ADD PST IF APPLICABLE

AB = 0% / BC = 0% / MB = 7% / NB = 0% / NL = 15% / NS = 0% / NT = 0% /

ON = 8% / PE = 0% / SK = 6% / YT = 0%

\$

TOTAL INCLUDING PST \$

Applicant Signature: _____

Date Signed: _____

Title: _____

PREMIUM PAYMENT

Note: Payment is required in order to make coverage effective
Cheque must be payable to CapriCMW Insurance Services Ltd.
If you want to pay by credit card, please contact our office

****COVERAGE IS NOT EFFECTIVE IF THIS APPLICATION IS NOT FULLY COMPLETED. SIGNED and DATED****

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- Q1. Is there a problem with the insurance if we let someone participate in a show who is not a Club member and/or not a member of a provincial equestrian association?
- A1. No. The insurance allows for non-club members and non-equine association members to participate in your activities or shows (remember, the insurance covers you not them). It is, however, a good risk management strategy and a recommendation that wherever practical you should confirm that people participating in your events have their own insurance. It is also essential that your own Club members also be members of your provincial equestrian association (see next question).
- Q2. Will our insurance be affected if it is found that not all of our participating Club members are provincial association members?
- A2. Possibly. It is a condition of this insurance that all your Club members who are active riding or driving members will also be provincial association members. This does not apply to social or honorary members who no longer ride or drive in Club associated activities. If a loss occurs involving one of your active riding or driving Club members and it is found that they are also not a member of your provincial equestrian association, then your insurance may become null and void. Clubs can submit membership rosters to their provincial equestrian association office to obtain confirmation of their member's status.
- Q3. Our Club is allowed to use municipal properties to hold events from time to time, but we are asked to add the municipality to our insurance. Can we do this and does it cost extra?
- A3. These groups are automatically added to your policy at no additional premium. The policy states that owners of private or public land are added as additional insureds with respect to losses arising out of the activities of the Club on those lands.
- Q4. Is there any exclusion or restriction if our Club sells or serves alcohol at a Club function or activity?
- A4. The sale or service of alcohol at any event requires special attention. Please contact our office to discuss the appropriate coverage.
- Q5. Clubs can conduct clinics using an instructor who is not formally certified. How do you determine if the instructor's competence or experience is sufficient to satisfy the insurance program requirements?
- A5. The instructor used by clubs to conduct a clinic must meet the following criteria to enable the club to be covered for the clinic exposure. The instructor should have conducted similar clinics in the past or be recognized in the equestrian industry for his or her expertise on the topic of the clinic. Generally clubs have some discretion in this area to assist them and it is recognized there would be little value in conducting a clinic using an instructor who had little to offer. Also the clinic setting is usually of short duration and in a controlled setting allowing for this discretionary benefit.
- Q6. I have been told that liability insurance for Clubs covers directors. Why then is Director's & Officer's coverage discussed so much and sold separately? What is this all about?
- A6. The Club's Commercial General Liability policy responds to law suits which result from a bodily injury or a property damage in which it is felt the Club bears some responsibility. Your policy covers this and also covers directors and others associated with hosting Club activities for these types of claims. However there are other things for which a director or officer may be sued which have nothing to do with a bodily injury or a property damage. Typically these law suits are the result of a wrongful act by a director and are filed by another director, Club member or a financial institution. Director's and Officer's policies are separate policies with specialized wordings to deal with these situations.
- Q7. Are commercial equine operations insured under this policy?
- A7. The intent of this Club Policy is to insure the Club and their members for Club activities. The following are not deemed to be commercial equine operations under the Policy:
- Boarding of an equine
 - Equine Shows or Competitions
 - Clinics and Instruction
 - Fund raising activities providing the Club is not offering commercial equine activities to the public (i.e. including but not limited to trail rides or pony rides).
- Q8. Does my policy cover me for liability claims arising from COVID-19 or other communicable disease?
- A8. No. Underwriters at Lloyd's of London have embedded a specific exclusion in the wording related to this. The Exclusion and response to the pandemic is consistent with what we are seeing from Insurers around the world.

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

(AR-0103)

For Participants Over the Age of Majority in the Province or Territory in which the Equine Activities are Provided by the Host

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

Every Person Must Read and Understand this Waiver Before Participating in Equine Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant) with and for the benefit of: _____

_____, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to, competitions, tournaments organized and/or operated by the "Host" or riding instruction, coaching and training provided by the "Host" to the Participant.

Initial Each Item below after Reading and Understanding each item:

- _____ 1. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:
 - (a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects;
 - (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects;
 - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.
 - (d) the potential of natural or man-made hazards being present that can cause me harm, including communicable disease.
- _____ 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, sickness, disease, medical payments, death, property damage or loss resulting from my participation in "Equine Activities".
- _____ 3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Equine Activities".
- _____ 4. In addition to consideration given to the "Host" for my participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:
 - (a) to waive all claims that I have or may have in the future against the "Host";
 - (b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my participation in the equine activity due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
 - (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in "Equine Activities".
- _____ 5. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host".
- _____ 6. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and it is binding on myself and my "Legal Representatives".
- _____ 7. I confirm that I have reached the age of majority in the province in which I am participating in "Equine Activities".

Please Print Clearly

Participant Name _____ Date of Birth _____ Tel # _____

Address _____ City _____ Province _____ Postal _____

(Signature of Participant) Signed this _____ day of _____, 20____

(Print Name of "Host" Witness to Signing and Initialing)

(Signature of "Host" Witness) Signed this _____ day of _____, 20____

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

(AR-0103)

For Participants Under the Age of Majority in the Province or Territory in which the Equine Activities are Provided by the Host

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

The Parent/Guardian Must Read and Understand this Waiver Prior to Infant Participating in Equine Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me on behalf of the Infant Participant named below with and for the benefit of: _____

_____, its directors, officers, employees, volunteers, business operators, agents, and site property owners or lessees (the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to riding instruction, coaching and training provided by the "Host" to the Infant Participant.

Initial Each Item below after Reading and Understanding each item:

- _____ 1. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.
- _____ 2. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:
 - (a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects;
 - (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects; and
 - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.
 - (d) the potential of natural or man-made hazards being present that can cause me harm, including communicable disease
- _____ 3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, sickness, disease, medical payments, death, property damage or loss resulting from the Infant Participant's participation in "Equine Activities".
- _____ 4. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant's participation in "Equine Activities".
- _____ 5. In addition to consideration given to the "Host" for the Infant Participant's participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:
 - (a) to waive all claims that the Infant Participant has or may have in the future against the "Host";
 - (b) to release and forever discharge the "Host" from all liability for personal injury, death, property damage, or loss that I, the Infant Participant, or our "Legal Representatives" might suffer as a result of the Infant Participant's participation in "Equine Activities" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
 - (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Infant's participation in "Equine Activities".
- _____ 6. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host".
- _____ 7. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the "Host", myself as Parent/Guardian, and the Infant Participant, and it is binding on myself, the Infant Participant and our "Legal Representatives".

Please Print Clearly

Infant Participant's Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal _____

Parent/Guardian's Name _____ Date of Birth _____ Tel # _____

Address _____ City _____ Province _____ Postal _____

(Signature of Parent/Guardian of Infant Participant)

Signed this _____ day of _____, 20____

(Print Name of "Host" Witness to Signing and Initialing)

(Signature of "Host" Witness)