

DRAFT
(for discussion purposes)

ClubPac 2006

Snowmobile Club Insurance, Waiver & Indemnity Agreements

To: _____, its employees, directors, insurers, agents, successors and assigns (collectively the "Golf Club")

In consideration of being permitted onto the premises of the "Golf Club" and as a condition of that permission, the _____, its member(s), guest(s), agent(s), consultant(s) and subcontractor(s) (collectively the "Snowmobile Club") hereby agrees as follows:

a.) INSURANCE

Without restricting the generality of **INDEMNIFICATION**, the "Snowmobile Club" shall obtain, provide proof of, maintain, and pay for the minimum insurance coverages specified herein.

Commercial General Liability Insurance:

The policy shall be in the name of the "Snowmobile Club" and shall include coverage for the activities of any of the members, guests, agents, consultants or subcontractors of the "Snowmobile Club".

The "Golf Club" shall be included as an **ADDITIONAL INSURED** for any liability resulting from the activities of the "Snowmobile Club", its members, guests, agents, consultants or subcontractors.

The limit of coverage shall not be less than \$2,000,000. per occurrence with a deductible of not more than \$5,000.

The coverage shall not be less than the insurance provided by the IBC's standard Commercial General Liability form or its current equivalent replacement.

The coverage shall include Blanket Contractual Liability, Non-Owned Auto Liability, Cross Liability, Bailee's Liability and a Host Liquor Liability extension.

The required insurance policy(s) shall be placed with an insurer(s) licensed to underwrite insurance in the jurisdiction of the location of the "Golf Club".

b.) WAIVER & INDEMNIFICATION

The "Snowmobile Club" and its Board of Directors accepts and assumes responsibility and liability for the actions and activities of its member(s), guest(s), agent(s) consultant(s) and subcontractor(s).

The "Snowmobile Club" agrees to release the "Golf Club" from any liability from personal injury, property damage or loss sustained, including injury resulting in death and any financial loss resulting directly or indirectly from the "Snowmobile Club's" activities.

The "Snowmobile Club" agrees to indemnify and reimburse the "Golf Club", for any claims, demands, losses, costs, or expenses resulting from actions, suits or proceedings by Third Parties that arise out of or are attributable to, the activities of the "Snowmobile Club", and/or anyone for whose acts the "Snowmobile Club" may be liable.

The "Golf Club" expressly DOES NOT waive its rights to any indemnity to which it may be entitled in addition to that stated above.

The Snowmobile Club" agrees that this waiver, release and indemnity agreement shall not be effected by any negligence, gross negligence, breach of contract or any other conduct on the part of the club, its agents, consultants, other contractors or employees.

The "Snowmobile Club" acknowledges that it has read this Waiver & Indemnity Agreement and understands and accepts the contents hereof.

The "Snowmobile Club" agrees that in the event that any provision herein contained is deemed to be unenforceable and/or invalid, that the provision shall be severable from the whole document and shall not effect the validity and enforceability of the other provisions and the document as a whole.

Signed _____ Date: _____

Name _____

Title _____