

DRAFT (for discussion purposes.)

## EVENT WAIVERS

One of the unfortunate realities of providing a facility for public events such as weddings and other banquets is the incidence of accidents caused mostly by alcohol consumption and slip and falls. Our experience has shown that far too many of these “accidents” result in lawyer’s letters and lawsuits demanding tens or hundreds of thousands of dollars in compensation.

These demands all too frequently end up with your insurer paying on average \$10,000 to \$20,000 or more to the injured third party simply because they choose not to go to court to fight the claim. These payments based on pure economic decisions (i.e. its more costly to fight a frivolous claim than to it is to make it go away with a “token” settlement) guarantee that insurance rates in general will remain high and the ongoing availability of your coverage is jeopardized if you have one or more claims resulting from these incidents.

To counter this trend many clubs have adopted, and we highly recommend, the use of written contracts with your event clients. Good Risk Management process says that these contracts should include:

- A requirement to have **Third Party Liability Insurance** in force covering the planned event. The Third Party (in this case your banquet or event client) can purchase coverage for the single event quite easily through their own broker or directly from PAL (palcanada.com).
- A **Waiver of Liability** against the club. The event sponsor (your client) agrees not to sue you for any reason.
- An **Indemnity Agreement** in favour of the club. This means that if one of the guests of the event does institute a lawsuit that the event sponsor (or their insurer) must indemnify the club for any costs or settlements. This will tend to greatly discourage frivolous lawsuits where the plaintiff is related to or employed by the host.

The following are “suggested” clauses that should be included in ALL of the club’s Event Contracts. These clauses are taken from Banquet and Tournament contracts used by a number of major golf & country clubs across Canada:

### Insurance

- Without restricting the generality of Indemnification, the EVENT SPONSOR shall provide, maintain and pay for a minimum of at least \$1,000,000. third party liability insurance. Such coverage shall be at least equal to the IBC’s standard Commercial General Liability form (or its current equivalent) and shall include the Club as an Additional Insured.

### Alcohol Service

- The EVENT SPONSOR assumes sole responsibility to monitor the alcohol consumption of the EVENT SPONSOR’s guests and to prevent any such guests from becoming intoxicated.

- The EVENT SPONSOR will be responsible for ensuring safe transportation for the EVENT SPONSOR's guests to and from the Club's facilities.
- Without limiting the foregoing obligations of the EVENT SPONSOR, the Club reserves the right, but not the obligation, to discontinue the service of alcoholic beverages to any person which the Club, at its sole discretion, considers to be intoxicated or otherwise unfit for the consumption of alcohol.

### **Property Damage**

- Without restricting the generality of Indemnification, the EVENT SPONSOR shall be responsible for all damages caused by the EVENT SPONSOR's event, the EVENT SPONSOR, its guests, its agents or its employees to the club's property or property of others.

### **Waiver & Release**

- The EVENT SPONSOR agrees to release the Club, its agents and employees, from any liability from personal injury, property damage or loss sustained by the EVENT SPONSOR directly or indirectly resulting from the EVENT SPONSOR's activities or participation in the CONTRACTED EVENT.
- The EVENT SPONSOR further waives, as against the Club, its agents and employees, all claims recourses and rights of action that the EVENT SPONSOR might have against the Club as a result of such personal injury, property damage or loss.

### **Indemnification**

- The EVENT SPONSOR agrees to indemnify, reimburse and hold harmless the Club, its agents and employees, from and against any and all claims, demands, losses, costs, actions, suits or proceedings by Third Parties that arise out of or are attributable in any way to, the EVENT or the activities of the EVENT SPONSOR, its agents or employees or the use of the Club's facilities. In this section, "cost" includes lawyer's fees ( on a solicitor and own client basis), accounting fees and expenses, court costs and all other out-of-pocket expenses
- The Club expressly does not waive its rights to any indemnity to which it may be entitled in addition to that stated above.

### **General**

- The EVENT SPONSOR acknowledges that he/she has read these waiver, release and indemnity agreements and understands and accepts the contents hereof.
- The EVENT SPONSOR 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 documents as a whole.