

RISK & INSURANCE MANAGEMENT

OUR WEB SITE:

[HTTP://WEB.UTAH.EDU/RISK_MANAGEMENT/](http://web.utah.edu/risk_management/)

RISK AND INSURANCE MANAGEMENT'S ROLE

U Risk Management doesn't have the responsibility/authority to determine whether or not a particular event can/should be held on campus. If U Administration determines the event should be held, then our role is to advise you about any insurance coverage restriction/limitations and act as a resources to help you make your event successful and safe.

U OF U VS. NON-U OF U EVENT

It's a U of U event and the U's general liability applies *only* if activities are planned, organized, supervised, controlled and overseen by a U faculty/staff advisor who is a U employee and who manages the activity as part of such employee's job at the U, and who is present at the activity. Such U employee in charge of the activity must exercise authority over activity, answer to the U Administration and the local press relative to any problems or questions, accept responsibility to ensure all U Policies and Procedures as well as laws and ordinances are followed.

WHEN SHOULD A NON-U EVENT PROVIDE INSURANCE

If it's a U of U event (directly supervised and/or controlled by the U), there is no need for you to purchase insurance. If it's a non-U of U event, you should base your decision on the degree of risk and the ability of the non-U entity to provide evidence of insurance.

SPECIAL EVENTS SPECTATOR LIABILITY INSURANCE

The information attached outlines insurance coverage available to those outside individuals or organizations who conduct activities or events at the University of Utah which are not directly supervised and/or controlled by a University employee.

University venue managers/schedulers may require outside individuals or organizations to provide a certificate of insurance for Commercial General Liability insurance in the amount of at least \$1,000,000 per occurrence that lists the University of Utah as an additional insured :

A special policy can be purchased by those outside individuals or organizations who cannot provide such insurance. See the attached Special Event Spectators Liability Program 2011-12 coverage summary with premium categories and the Special Events Insurance coverage request form. **Please contact Nadine Guss at Moreton & Company to secure insurance coverage** at 801-715-7125 (FAX# 801-531-6117). If you have additional questions, please feel free to contact us.

INFLATABLES, GAMES & AMUSEMENT DEVICES

University of Utah Risk & Insurance Management does not have the expertise to determine whether or not these types of activities and interactive play equipment are safe or have the authority to approve or disapprove their use. If you arrange for a vendor to provide these activities, you must adhere to the guidelines listed below.

As of July 1, 2013, the U's insurer excludes coverage for any claim or lawsuit arising from injuries or damages related to these types of activities. Since this exclusion applies to your department, it is no longer acceptable for you to rent, set-up and manage these events.

U departments must engage suppliers (vendors) who deliver, unload, set-up, manage, supervise and remove the equipment.

INFLATABLES, GAMES & AMUSEMENT DEVICES (CONT.)

Guidelines for Vendor Supervised Activities:

1. Obtain approval from your department head.
2. Review the contract to ensure the vendor is not attempting to shift the liability for the vendor's equipment or operations to the U through indemnification or limitation of liability wording. For assistance, contact U Risk Management (1-5590) or U General Counsel (5-7002).
3. Secure a certificate of insurance for commercial general liability insurance with limits of at least \$1,000,000 *per occurrence* and aggregate limits of at least \$3,000,000. This certificate must contain no sublimits or exclusions and must list the University of Utah as additional insured. See sample Certificate of Insurance [here](#).
4. Check references provided by the vendor and verify vendor's business license and compliance with regulations.

INFLATABLES, GAMES & AMUSEMENT DEVICES (CONT.)

Guidelines for Vendor Supervised Activities (cont.)

- 5. Ask the vendor to verify that it has not experienced any injuries, damages or claims with its product or service.**
- 6. Verify with the vendor that its equipment is properly cleaned.**
- 7. Verify with the vendor that its employees (attendants) are qualified and experienced and are trained in first aid, emergency response, etc.**
- 8. Ask the vendor to add the University of Utah to their waiver forms if vendor requires participants to sign liability waivers.**
- 9. Contact U Risk Management to discuss specifics.**

PROPOSED EXCLUSIONS (HAZARDOUS ACTIVITIES)

There is no coverage for bodily injury sustained by any person while practicing for or taking part in any Hazardous activity. This exclusion is consistent with our Excess Policy and the Special Events Policy provided by the State's current broker. *

The only exception is when the activity designated by the asterisk arises from higher education curriculum or with prior written approval by the State Risk Manager.

Hazardous activity means:

- **Aircraft/balloon events**
- **Body piercing**
- **Bounce houses, inflatable play structures**
- **Bungee jumping**
- **On-site circuses and carnivals**
- **Hang gliding**
- **White-water kayaking, rafting and canoeing***
- **Mechanical amusement devices (bulls)**

PROPOSED EXCLUSIONS (HAZARDOUS ACTIVITIES) (CONT.)

- **Motorcycle riding**
- **Motorized sporting events**
- **Mountain/rock climbing; outdoor walls ***
- **Parachuting**
- **Parasailing**
- **Professional sporting activities**
- **Racing-land vehicle, aircraft, watercraft**
- **Rap/heavy metal concerts**
- **On-site riding on amusement rides**
- **Rodeos/roping events (including practice) ***
- **Scuba diving**
- **Skateboarding**
- **Skydiving**
- **Stage diving**
- **Tattooing**
- **Tractor/Truck pulls**

LIABILITY WAIVER

Many classes, activities, and events will require a liability waiver. If you are unsure about whether or not to use a waiver, [contact us](#), tell us about what you are planning, and let us help you tie up any possible loose ends.

These waivers are categorized as either a:

- 1) U of U Event or Activity which is planned, organized, controlled or supervised by U of U employees or authorized volunteers for A. Adults or B. Minors OR
- 2) Non U of U Event or Activity for A. Adults or B. Minors. Waivers are provided in a MS Word format to allow you to modify the document by adding your individual Program and/or Course. Please also include any particular "risks or relevant exposure" that may be important for the participant, parent or guardian to be aware of. Let us know if we can be of any further assistance.

5 K RUNS, TRIATHALONS AND OTHER RUNING EVENTS

Follow Scheduling Office guidelines. The 43 question form was developed by Jerry Allred. If you don't like it blame me, not Scheduling!

CATERER INSURANCE LIST

This is a list of caterers who have provided current and valid insurance certificates for Commercial General Liability insurance and, if they provide or serve liquor, Liquor Liability Insurance. It is not any type of approved or preferred caterer list. This list is available by contacting Teresa Brown at teresa.brown@utah.edu or 1-5590. Each U department or venue should choose caterers based on a good reputation, references, business license, permits, and insurance, etc.

CONFERENCE TOURS IN EVENINGS AT ON WEEKENDS

Excursions and entertainment events need to be carefully managed. Transportation is greatest risk so use public transportation or hired transportation whenever possible. Contact Mary Louise Hughes in U Purchasing at mlhughes@purchasing.utah.edu or 1-5729 for a list of commercial carriers. Avoid entering into contracts whereby providers attempt to transfer the risk to the U. Have these contracts reviewed by U General Counsel (5-7002). The U maintains no liquor liability insurance, so it's important that licensed and insured caterers or bartenders are used.

CONFIRMATION OF CAMPUS FACILITY RESERVATION CONTRACT

REGISTRAR'S OFFICE SCHEDULING DIVISION CONFIRMATION OF CAMPUS FACILITY RESERVATION UNIVERSITY OF UTAH

Organization: _____ Date of Request: _____
 Event Title: _____ Requested By: _____
 Student ID #: _____ ID of Participants: _____
 Telephone: _____ Fax: _____

Mail Confirmation To: _____
 Admissions Charges: YES NO
 Donations Collected: YES NO
 Food Handler Permits Required? YES NO

Email Address: _____

I hereby agree personally and on behalf, jointly with my organization or group, to be responsible for the conduct, and to be liable for any damage, loss of pocket expenses, or for any damages to the facility/equipment by the organization which I represent. I further acknowledge that the restrictions/conditions printed on both sides are binding and include, without limitation, the requirement to provide liability insurance, unless the requirement is waived by scheduling in consultation with the University Risk and Insurance Manager.

By: _____ (Authorized signature, Organizational Representative) Telephone: _____ (If Different From Above)

Room/Facility/Space Reserved	(For Scheduling Use Only) Day & Date Reserved	Begin:	Time	End:

Restrictions/Instructions/Comments:

- Users must comply with University of Utah parking regulations. For questions, please call Commuter Services at 581-6415.
- User is responsible for damages and clean up.
- No alcoholic beverages of any kind allowed.
- No food or beverages allowed in any classroom or auditorium.
- User will have this confirmation at event for security purposes.
- Other: _____

User acknowledges above restrictions: _____ (User Initials)

Insurance liability requirement in paragraph 7 on reverse side.
 Insurance requirement waived: YES NO
 Insurance requirement waived by: _____ (Scheduling Division Initials)

Notification/Coordination:

Buildings & Grounds Plant Operations
 Public Safety Risk Management
 Custodial Environmental Health & Safety
 Other: _____

Rental Fees Required: Not Applicable:

BUILDING/FACILITY RENTAL FEE: _____ \$

Other special charges:

A. TABLE & CHAIR RENTAL: _____ \$
 B. PROJECTION OPERATOR: _____ \$
 C. CUSTODIAL SERVICE: _____ \$
 D. SECURITY POLICE SERVICE: _____ \$
 OTHER CHARGES: _____ \$

TOTAL ESTIMATED CHARGES: _____ \$

Payment Due Date: _____

Mail Payment To: University of Utah, Scheduling Division, 201 S. 1460 E. Room 40, Salt Lake City, UT 84112

Make Checks Payable To: UNIVERSITY OF UTAH

Reservation Entered

Confirmation: (Scheduling Division) _____ Date _____

This form must be signed and the ORIGINAL COPY returned to the scheduling Division within 10 days, or the reservation will be cancelled.

CONTRACT

THIS AGREEMENT is entered into between the University of Utah, a body corporate and politic of the State of Utah (referred to herein as University), and the USER Identified on the obverse side of this form (referred to herein as the USER).

WHEREAS, the USER desires to have access to and use of the University property for the purpose described on the obverse side; and, WHEREAS, the University is willing to provide such access and use only on the conditions contained herein,

NOW, THEREFORE, IT IS HEREBY AGREED:

- The USER is hereby extended permission to use University property only as described on the obverse side.
- The USER agrees to inform the University of the exact nature of the use of University property. If the use involves promotion, filming, photographing, recording, or other activities, or other uses whereby the University as an entity can be identified with the use, either expressly or by implication, the University may review the nature of the use, monitor such use prior to, during, and after such use, and determine, in its sole discretion, the appropriateness of such use. The University reserves the right to cancel the permission extended by paragraph 1, without prior notice, in the event it is determined that the proposed use is clearly contrary to the best interest of the University and/or is inconsistent with the representation made by the requesting organization or unit at the time it requested permission to use University facilities. The University may also cancel the use for any other violations of this agreement.
- The USER agrees that it will contact and cooperate with the University through the Registrar's Office, Scheduling Division and the University agrees to coordinate with the Scheduling Division to assist and facilitate such use in an orderly manner.
- The USER agrees to cooperate with and follow the directions of University Police, Parking Services, Plant Operations, and other University departments as determined by the University administration, and further agrees that at all times while using the campus it will permit the presence of University Police to maintain order and facilitate communication.
- The USER agrees that it will not, without express written permission from the University of Utah administration:
 - Make any hookups in plumbing or electrical systems.
 - Block or otherwise inhibit the free use of streets, parking lots, sidewalks, facilities, or entrances or exits to buildings.
 - Publish, exhibit, display or otherwise use any picture, recording, photograph, or motion picture, of any University student, faculty, staff, or visitor without written permission.
 - Bring animals on campus for any purpose.
- The USER further agrees that it will exercise reasonable care in fulfilling its obligations under this agreement, and in particular, will not:
 - Damage or disturb the landscape.
 - Damage or deface any structure or property.
 - Disturb, obstruct, or interfere with the regular activities of the University.
 - Use, provide, or permit to be used any alcoholic beverage or illegal drugs on University property.
 - Authorize, conduct or permit any illegal activity on University property.
 - Allow noise levels to exceed those permitted by Salt Lake City ordinance, state law, or University policy.
- The USER agrees to defend, indemnify, and hold harmless the University, its agents or employees from any and all injury, damage, or loss to persons or property that results from or is in any way connected with the use of University property by the USER or USER's agents, guests, invitees, volunteers, performers, employees, providers, contractors and subcontractors, except where such injury, damage or loss is caused by the sole negligence of the University. Further, the USER agrees to provide a certificate of insurance for Commercial General Liability insurance in the amount of at least \$1,000,000 per occurrence that lists the University of Utah as an additional insured. USER may also be required to provide evidence of other insurance coverages that are reasonable based on USER's operations. The insurance provisions herein may only be waived by the Scheduling Division in consultation with the University Risk and Insurance Manager. The indemnification obligations of this paragraph 7 shall survive termination of this agreement.
- The USER agrees to pay all costs associated with its use of University property including costs of personnel, utilities, services, and the amount of any damage or destruction to property, real or personal, or injury to persons, for which it is responsible under this agreement, as billed by the Scheduling Division.
- It is hereby agreed that this permission to use University property is revocable at the will and discretion of the university without prior notice.
- This agreement creates no lease, sale, or other interest in University facilities, but is only a revocable, temporary license to use a specific University facility.
- Unless otherwise expressly stated, or previously expired or revoked, this license automatically expires one (1) week from the date of use stated on the obverse.
- The individual signing this agreement on the obverse side for any organization, group, or as a single individual, is nevertheless personally obligated under the terms of this agreement.
- Appeals for denials of requests of facilities, objection to assignment of a specific facility, or the assessment of fees or out-of-pocket expenses, shall be processed in accordance with University Policy and Procedures manual, Policy No. 8-9.

The USER agrees to defend, indemnify, and hold harmless the University, its agents or employees from any and all injury, damage, or loss to persons or property that results from or is in any way connected with the use of University property by the USER or USER's agents, guests, invitees, volunteers, performers, employees, providers, contractors and subcontractors, except where such injury, damage or loss is caused by the sole negligence of the University. Further, the USER agrees to provide a certificate of insurance for Commercial General Liability insurance in the amount of at least \$1,000,000 per occurrence that lists the University of Utah as an additional insured. USER may also be required to provide evidence of other insurance coverage's that are reasonable based on USER's operations. The insurance provisions herein may only be waived by the Scheduling Division in consultation with the University Risk and Insurance Manager. The indemnification obligations of this paragraph 7 shall survive termination of this Agreement.

COMPETITION WITH PRIVATE ENTERPRISE

Review and become familiar with State Board of Regents Rule R765-555. Policy on Colleges and Universities Providing Facilities, Goods and Services in Competition with Private Enterprise. <http://www.rules.utah.gov/publicat/code/r765/r765-555.htm>

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- [R765-555-1. Purpose.](#)
- [R765-555-2. References.](#)
- [R765-555-3. Definitions.](#)
- [R765-555-4. Policy.](#)

SPECIAL EVENTS REVIEW

What to be aware of for events on or off campus:

- ◆ Who is the person in charge of the event?
- ◆ Will the person in charge have a cell phone at all times, maintain appropriate phone numbers to call in case of an emergency, and be able to manage the event (i.e.: accidents, spills on the floor, unruly participants, etc.)?
- ◆ Will the person in charge be able to provide reasonable accommodations to persons with disabilities?
- ◆ If this event involves physical activity, will there be water available for participants?
- ◆ If this event involves potentially hazardous activities, will participants sign a liability waiver agreement that protects the U of U?
- ◆ Will there be first aid available at the event?
- ◆ If this event includes a guest speaker, will the University of Utah be paying any fees for travel, food, lodging, etc.? If so, the speaker must sign a Guest Lecturer Agreement.
- ◆ If you are group outside of the University of Utah, can you provide a certificate of insurance for commercial general liability insurance that lists the University of Utah as an additional insured?
- ◆ If you are hiring a group outside the University of Utah, can they provide a certificate of insurance that fulfills the above requirements?
- ◆ How many people are you expecting to be in attendance? Will there be a need for you to arrange to have Security present at the event?
- ◆ Will there be food at this event? If so, will the food be catered? Events that are providing food not catered will need to comply with food handler's regulations. Pre-packaged food is recommended.
- ◆ What is the location of this event?
- ◆ Does the University of Utah need to provide a certificate of insurance to anyone?
- ◆ Is the event being co-sponsored by another entity?
- ◆ If your event is outside, and there is threatening weather such as lightning, wind or rain, have you made alternate plans for other accommodations?
- ◆ Have you planned to comply with applicable noise ordinances?
- ◆ Who is providing garbage collection and clean-up?
- ◆ Will you be charging any admission fees for this event? If you're selling tickets, will they be pre-sold or sold at the gate?

INCIDENT/ACCIDENT INFORMATION

The Risk & Insurance Management Office, in conjunction with several departments on campus, has developed the online Incident/Accident form to assist University employees fulfill their responsibility to report any incident/accident which occurs on University property or during the course of University activities (PPM 2-74).

Use of this form by University employees will facilitate the timely processing of incident/accident reports. The following guidelines clarify how this form should be used:

1. The Incident/Accident form is to be used for non-occupational and non-automobile related accidents and incidents. Work-related injuries to University employees or authorized volunteers should be reported on the Employer's First Report of Injury forms obtained from the University Workers Compensation Office (1-4788). Automobile accidents should be reported on the Vehicle Accident Report forms available at the University Motor Pool (1-8155).
2. The form should be accurately completed by a University employee. A blank form should not be issued to the injured individual to complete and return. All facts should be presented accurately and completely.
3. After completing the form, keep a copy for your department and submit a copy to University Risk & Insurance Management.
4. All requests by injured persons for copies of the completed form should be directed to the Risk & Insurance Management Office (ext. 1-5590).
5. Fill out and print a paper copy of the Incident/Accident form to submit by hand, fax (585-5257) or mail to the office of Risk & Insurance Management.

QUESTIONS AND ANSWERS

- Q. What insurance and documentation do I need to use off-campus vendors?**
- A. Certificate of Insurance and Independent Contactor Agreement.**
- Q. Why can't we bring our own food into campus meeting venues?**
- A. You may bring in pre-packaged individually wrapped food to meetings. Environmental Health and Safety requires food on campus to be prepared in a commercial kitchen and those handling the food to have a food handlers permit (please contact EH&S if you have more questions).**
- Q. What caterers can I choose from that have been University approved? Where can I find that list?**
- A. We maintain a list of caterers who have a certificate of insurance on file with us. To obtain the list please contact our office, the list isn't published since it changes regularly.**

QUESTIONS AND ANSWERS

(CONT.)

Q. How can assure the safety of outside events?

A. Please call or office and we will help you.

Q. If we use campus/hospital meeting venues, are we covered with liability issues?

A. If you follow our guidelines the meeting planner will be covered.

Q. What about using off-campus venues?

A. A lot of off-campus venues will request a certificate of insurance from the U. There is usually a contact involved so please have General Counsel review before signing.

Q. What requirements does the certificate of insurance need?

A. \$1,000,000.00 Liability, U of U as certificate holder & additional insured.

CONTACT US

Location:

We are located in 408 Park, the Administration building on President's Circle. For our location on the campus map, [click here](#).

Postal Mail

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Risk & Insurance Management
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(408 Park Building)
Salt Lake City, Utah 84112-9023

Telephone & Fax

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People:

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