

## Motorsports Loss Control Procedures

K2 Insurance Marketing Inc is proud to partner with Safehold Special Risk. Your Motorsports Insurance Policy is administered and managed by Safehold Special Risk. They are a Wells Fargo company write over \$15 billion in premiums annually.

They have created the attached Loss Control Procedure for you to incorporate into your Motorsports Business. We try to avoid claims however, when they do happen it is important to handle them correctly from the very beginning.

Please become familiar with every aspect of the attached procedures and waivers. Inform your staff as well so together we can keep your business safe and profitable.

We stand ready to assist you if you have any questions or concerns.

Sincerely,



David A Hemme  
K2 Insurance Program Administrator

## **EMERGENCY PROCEDURES**

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**It is important to prepare before an emergency. Take these steps to better prepare now:**

**Read the attached information and keep it handy.**

**Do not file this information packet away.**

**Your awareness of these procedures and guidelines will help to minimize panic and confusion at the time of an emergency.**

**Stay calm and Be prepared.**

**Police – Fire – Paramedics**

**9 -1-1**

**Safehold Special Risk Emergency Claims Number**

**713-648-9367**

**Safehold Special Risk Claims Fax Number**

**866-591-6244**

**Hospital**

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**Fire Department**

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**Policy Department**

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**Track Contact**

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**Track Phone Number**

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## PREPARE FOR EMERGENCIES

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***Safehold Special Risk often receives inquiries concerning crisis management of event locations. All venues vary greatly in physical layout and patron services; however, the following guidelines should be considered in the development of your own crisis management plans.***

- Have a qualified person designated for all private, public or media statements. Have all personnel understand who the designated statement person is and how to direct inquiries about an incident to that person. Develop a library of media statements that are adequately but not overly informative for all anticipated crisis situations. See emergency procedures below.
- Have a separate qualified person designated for all emergency medical, fire and security operations.
- Contact local hospitals and ambulance services ***prior*** to event/season and arrange procedures to be followed in case of a serious incident. Establish names and numbers of specialists in burns, orthopedics, etc.
- Have adequate security, medical, and fire protection services and equipment at your premises that are considered to be proper and prudent for the anticipated attendance and event activities.
- Have backup security, medical and fire protection services and equipment, including backup power sources to maintain event integrity. If the facility or event type has the potential to isolate persons out of reach of the on-site equipment, arrange for outside special emergency equipment and services (i.e., helicopter, fire company extension ladder, construction crane or "cherry picker", etc.), that are capable of assisting you.
- Have a written emergency action plan that addresses all "worst scenario" situations, including evacuation.
- Train for and practice all emergency procedures.

## "THE ESSENTIAL EIGHT"

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**Inspect and repair your bleachers and grandstands on a regular basis** (preferably after every event). Get out and walk them. Replace broken/cracked warped boards promptly. Keep records of maintenance and repairs. This can be very helpful if a "slip and fall" claim is brought.

**"Waivers, Waivers, Waivers"**. Make sure **everyone** who will be entering a restricted area signs a release and waiver **at every event**, no matter how small or big the event may be. Make sure the waiver is witnessed and dated. See our release and waiver guidelines for other suggestions and requirements.

**Enforce restricted area access restrictions**. Put simply, don't let anyone into a restricted area who shouldn't be there. **Have adequate security/officials to enforce access restrictions!** Limit the number of "crew" members who hang around the starting line or other "hot" areas. In particular, it is highly recommended that you enact and enforce rules restricting minors' access unless they are directly involved as a driver or essential crew member. Remember, it is your track and you can set your own rules that are stricter than the minimums required by the insurance carrier or your sanctioning body.

**Adopt and enforce rules that regulate and restrict where necessary the operation of golf carts, "scooters", ATV's, "motorbikes" etc.** Adopt and **enforce** speed limits and ban reckless driving. Limit the number of such vehicles teams may bring in ("one per entry"). Require lights to operate at night or just ban them after dark. Adopt an age limit (preferably age 16 and/or valid drivers license). Reserve the right in your rules to expel violators and even confiscate their vehicles for the duration of the event. Claims involving these vehicles continue to be a **big** problem.

**Require all contractors and vendors providing services at your events to provide YOU with evidence of their own insurance coverage.** Examples are fuel, food, parts and merchandise suppliers. Do you use a private ambulance service? Make them show you proof of insurance. Try to get any vendor/contractor to add your track as an "additional insured". You want claims arising out of their operations to be covered by their insurance, not yours.

**Regularly inspect your track barrier system.** Repair damage promptly. If guardrail, check for proper overlap and missing/loose bolts and rotten wood posts. Close up "gaps" that you may have allowed for timing systems or support vehicle access wherever possible. Ask yourself if you really need that opening.

**Train your staff.** Make sure they know what their responsibilities are, particularly in emergency situations. Who will do what when a bad accident occurs (either on the track or off). Bad weather headed your way. What will you do? Adopt a simple "emergency action plan". Drill your staff in its implementation.

**"Ancillary activities"**. Think before you allow just any activity to come to your track. Anything that might be classified as a "thrill show" or involve any type of amusement ride or device is typically excluded under your policy. Particularly scrutinize anything involving "spectator" participation, and even more so if it involves children. A simple Easter Egg hunt can be a real hazard if not operated properly. Contact Safehold Special Risk if you have any doubts about coverage (often we can obtain it for you if we can review the activity first) or whether it is a good thing to do.

## EMERGENCY PROCEDURES

*The following procedures should assist you in maintaining a satisfactory rapport with any injured parties or the general public.*

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**ACTION:** Follow your written plan and take appropriate care of all victims.

**NOTICE:** If a major spectator or serious participant loss has occurred, have your contact person call Safehold Special Risk' emergency claims number, **713-648-9367** (24 hours). If appropriate, an adjuster will be assigned immediately.

**STATEMENT:** Use an appropriate pre-written media statement. Do not make any statements regarding the cause of the accident. **GIVE NO OPINIONS OR CONJECTURES TO ANYONE.**

**Do not admit to liability, or infer or promise to pay.** (Doing so is a violation of your policy and may void your coverage.) Use only the acceptable statement of "**THE ACCIDENT IS UNDER INVESTIGATION.**" Do not discuss your insurance with the public or press.

**INVESTIGATION:** Cooperate with the insurance company representative. Let this person make any and all conclusive investigations.

**WITNESSES:** Secure names, addresses and phone numbers (home and work) of witnesses as soon as possible after the accident. **NOTHING MORE!**

**PHOTOS:** Take appropriate photos of the accident scene as soon as possible. Do not take video or audio tape or written statements.

**RELEASE AND WAIVER:** If an injured person was in a restricted area, locate the signed Release and Waiver immediately and store in a safe place. Send to the insurance company only by request and by registered mail or overnight service that can be tracked. Retain a photocopy of the Release and Waiver for your file.

**LOCAL AUTHORITIES:** If investigated by local authorities, identify that to Safehold Special Risk Insurance (i.e., police from what town, county, state). Cooperate with local authorities as necessary.

**ACCIDENT REPORT FORM:** Complete all information required and available within 24 hours. The minimum information should include facility name and address, date of accident, and claimant's name, address, and phone number. If a fatality, also get family name and phone number. Mail as soon as possible as incomplete information delays the insurance company's claims handling.

*We cannot emphasize strongly enough that these are guidelines. These guidelines do not replace any local, state or federal regulatory requirements.*

## EMERGENCY CLAIM REPORTING GUIDELINES FOR PARTICIPANT AND SPECTATOR INJURIES AT COVERED FACILITIES AND EVENTS

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### EMERGENCY PHONE REPORTING:

If a serious spectator or participant injury has occurred, call Safehold Special Risk's emergency claims number **713-648-9367** (available 24 hours a day) and an on call claims adjuster will be paged. Leave a call back number where you can be reached immediately.

The following injuries are considered to be serious:

- Death
- Significant head injury
- Paraplegic or quadriplegic impairment
- Amputation or serious functional impairment of any major limb
- Severe burns
- Sensory impairment
- Severe internal body organ damage or loss

Call even if you only suspect the injury is serious or if there are unique circumstances that may require immediate investigation.

### ACCIDENT REPORT FORM/RELEASE AND WAIVER:

1. Fill out the Safehold Special Risk accident report form completely. If the injury involves a participant, secure the original Waiver and Release of Liability form. Make sure the waiver is **properly dated, witnessed and has the event location filled in.**
2. Fax the accident report form and waiver to 866-591-6244 as soon as possible. Hold the original waiver and incident report in a secure place until requested to forward it. Forward only by registered mail or overnight/express service that can be tracked.

## GENERAL INCIDENT HANDLING PROCEDURES

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### 1. Emergency Plan:

Develop a written emergency plan and follow it when an incident occurs.

### 2. Media and Investigation Statements:

- a. Use an appropriate pre-written media statement. Do not make any statements regarding the cause of the accident. ***DO NOT GIVE OPINIONS OR CONJECTURES TO ANYONE.***
- b. **Do not admit to liability, or infer or promise to pay.** Doing so is a violation of your policy and may void your coverage. Typically, it is best just to acknowledge that there was an accident and just state **"The ACCIDENT IS UNDER INVESTIGATION."** Do not discuss your insurance with the public or press other than to say the incident has been reported to your insurance carrier.

If desired, your sanctioning association and Safehold Special Risk can assist you with media inquiries. Call the sanctioning association, Safehold Special Risk claims adjuster or your account manager for assistance.

### 3. Investigation:

Cooperate with the insurance company representative. Let this person make any and all conclusive investigations.

### 4. Witnesses:

Secure names, addresses and phone numbers (home and work) of witnesses as soon as possible after the accident. ***NOTHING MORE!***

### 5. Photos/Statements:

Take appropriate photos of the accident scene as soon as possible. Do not take video or audio tape or written statements.

### 6. Local Authorities:

If investigated by local authorities, identify that to Safehold Special Risk (i.e, police from what town, county, state). Cooperate with local authorities as necessary.

**NOTE: These guidelines are not intended to supersede any local, state or federal regulatory requirements.**



**INCIDENT REPORT**

<b>PROMOTER</b>			
<b>TRACK</b>			
<b>SANCTIONING BODY / PROMOTER</b>	NHRA <input type="checkbox"/>	IHRA <input type="checkbox"/>	TRACK PROMOTED <input type="checkbox"/> NONE <input type="checkbox"/> IMCA <input type="checkbox"/> OTHER <input type="checkbox"/> _____
<b>EVENT TYPE</b>	DRAG <input type="checkbox"/>	OVAL <input type="checkbox"/>	ROAD COURSE <input type="checkbox"/> OTHER <input type="checkbox"/> _____
<b>INCIDENT DATE</b>	DATE _____	TIME _____	AM <input type="checkbox"/> PM <input type="checkbox"/>
<b>INJURED PERSON</b>	DRIVER/RIDER <input type="checkbox"/>	OFFICIAL <input type="checkbox"/>	CREW MEMBER <input type="checkbox"/> SPECTATOR <input type="checkbox"/> OTHER <input type="checkbox"/> _____
<b>NATURE</b>	BODILY INJURY <input type="checkbox"/>	PROPERTY DAMAGE <input type="checkbox"/>	OTHER <input type="checkbox"/> _____
<b>WAIVER SIGNED</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
<b>LOCATION OF ACCIDENT</b>	GRAND STANDS <input type="checkbox"/>	PIT AREA <input type="checkbox"/>	ON TRACK <input type="checkbox"/>
	STAGING AREA <input type="checkbox"/>	RETURN AREA <input type="checkbox"/>	OTHER <input type="checkbox"/> _____
<b>NAME OF INJURED PERSON OR PROPERTY OWNER</b>	NAME _____ ADDRESS _____ CITY _____ STATE / ZIP _____ DAYTIME PHONE _____ CELL PHONE _____ AGE _____ DOB _____ MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>		
<b>VEHICLE</b>	YR _____	MAKE _____	MODEL _____
<b>INCIDENT DESCRIPTION</b>	DESCRIBE WHAT HAPPENED		
	_____		
	_____		
<b>DESCRIPTION OF INJURY</b>	_____		
	_____		
	_____		
<b>HOSPITAL</b>	TRANSPORTED TO HOSPITAL	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	ADMITTED TO HOSPITAL	YES <input type="checkbox"/>	NO <input type="checkbox"/> UNKNOWN <input type="checkbox"/>
	HOSPITAL NAME	_____	
	TRANSPORTING AMBULANCE SERVICE	_____	
	ADDRESS, CITY, STATE	_____	
<b>WITNESSES</b>	<u>Witness 1</u>		<u>Witness 2</u>
NAME	_____	_____	
ADDRESS	_____	_____	
PHONE	_____	_____	
<b>REPORTED BY</b>	NAME _____ TITLE _____		
	ADDRESS _____		CITY _____
	PHONE _____ STATE/ZIP _____		

**COMPLETE ALL SECTIONS AND FAX TO 866-591-6244 OR MAIL IMMEDIATELY TO:**

**SAFEHOLD SPECIAL RISK, INC., P.O. BOX 983, HOUSTON TX 77001-0983**

**EMERGENCY CLAIMS PAGER: 713.648.9367**

# RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

EVENT NAME / LOCATION

EVENT DATE(S)

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she believes anything to be unsafe or unsatisfactory in any way, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S). I acknowledge that I may not have the opportunity to inspect any RESTRICTED AREA prior to the event.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, builders and designers, crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufactures and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

PRINT NAME

SIGN NAME HERE

PRINT NAME

SIGN NAME HERE

I HAVE READ THIS RELEASE

I HAVE READ THIS RELEASE

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Signature and Title of Witness

Date

Address of Witness

**MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**  
**(READ CAREFULLY BEFORE SIGNING)**

NAME OF TRACK AND/OR EVENT \_\_\_\_\_

EVENT DATE(S) \_\_\_\_\_

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for, or participate ("participate") in any way in the above event and/or activities ("EVENT(S)") and/or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR's Event participation constitutes an acknowledgement that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at anytime in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the Event.
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the Event. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event and/or entry into the RESTRICTED AREA are assumed notwithstanding.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, racing associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, builders and designers, drivers, pit crews, rescue workers, all persons in the RESTRICTED AREA, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees and lessors of the premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, (all for the purposes herein referred to as "RELEASEES") from all liability to ourselves, the undersigneds, our personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the RELEASEES or otherwise.
4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless, the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due, in any manner or degree, to the presence of the parent/guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in or presence at the EVENT and whether caused by negligence of the RELEASEES or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
5. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.**

**I HAVE READ THIS RELEASE**

1. \_\_\_\_\_ Father/Mother/Guardian \_\_\_\_\_  
Parent or Guardian (Signature) (Circle One) Date



I represent that I have sole legal custody or am the sole parent/guardian

(INITIAL)

**I HAVE READ THIS RELEASE**

2. \_\_\_\_\_ Father/Mother/Guardian \_\_\_\_\_  
Parent or Guardian (Signature) (Circle One) Date

Printed Name of MINOR Participant: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Address of Participant: \_\_\_\_\_

Printed Name of Parent or Guardian: 1. \_\_\_\_\_

Printed Name of Parent or Guardian: 2. \_\_\_\_\_

(If Notarized) Subscribed and Sworn to at: \_\_\_\_\_ Before me this \_\_\_\_\_ Day \_\_\_\_\_ A.D. 20 \_\_\_\_\_

**SEAL**

\_\_\_\_\_  
Signature of Event Official or Notary Public

\_\_\_\_\_  
Printed Name of Event Official or Notary Public

\_\_\_\_\_  
County, State of \_\_\_\_\_ My Commission Expires: \_\_\_\_\_