

## INSURANCE AND LOSS PREVENTION GUIDE

This publication has been developed to assist PTA leaders in selecting appropriate **fund-raising activities**, sponsored programs and events. Using this publication will help prepare for the risks associated with these activities.

PTA Insurance Carrier: Comprehensive General Liability:  
Nonprofits' Insurance Alliance of California  
Directors and Officers Liability:  
Travelers Insurance Company  
Fidelity Bond  
Hartford Insurance Company

PTA Insurance Broker: UnionBanc Insurance Services, Inc.  
535 N. Brand Blvd., 10<sup>th</sup> Floor, Glendale, CA 91203  
(800) 733-3036 • FAX (818) 662-7197  
Email: [pta@unionbancins.com](mailto:pta@unionbancins.com)

**PTA Insurance Website:**

[www.ari-pta.com](http://www.ari-pta.com)

User Name – pta

Password – member



**Red Light** — Certain activities and events are **prohibited** and are not covered under a policy of insurance for the PTA. Individual PTA officers may be held personally liable for conducting any of the events listed on the prohibited list. The **RED** page in this guide lists **prohibited** activities.

**Yellow Light** — Occasionally, PTAs want to sponsor activities which may require additional insurance coverage, waivers of liability and certificates of insurance. PTAs must strictly adhere to PTA guidelines and/or other special arrangements. All conditions must be met before undertaking any activities listed on the **YELLOW** pages. The insurance broker must be consulted.

**Green Light** — Approved activities and events are listed on the **GREEN** pages of this guide. Please refer to the **California State PTA Toolkit** and the National PTA **Quick-Reference Guides** for more information about appropriate PTA fund-raising activities.

**California State**  
**PTA**<sup>®</sup>




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2008

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—As of 2008—

## **OVERVIEW OF COMPREHENSIVE GENERAL LIABILITY**

California State PTA provides Comprehensive General Liability coverage with a \$1,000,000 limit that covers all unit, council and district PTAs in the state when involved in allowable PTA activities.

The policy protects all members of the PTA in case they are held legally liable for bodily injury or property damage to another person that resulted from a covered PTA event. This is not a medical policy but a policy that pays because you are legally liable. If someone is injured, but the injury is not the result of PTA negligence, individual should utilize his/her medical insurance for coverage.

The policy is designed to cover allowable PTA events. It is critical that before planning any PTA activities the RED, YELLOW and GREEN pages be reviewed. Certain activities and events are prohibited because they are excluded by the insurance policy or because they are dangerous or jeopardize the safety of our children and youth. If the PTA sponsors a RED page event and someone is injured because of PTA negligence, the individual PTA officers could be held personally liable.

Our PTA insurance does not provide any coverage for booster clubs, parent clubs or any non-PTA event.

Our policy is also only meant to cover members of PTA while doing activities for the PTA. It is critical that outside vendors/concessionaires/service providers have their own insurance to reduce the possibility the PTA unit will be held liable for the activity. PTAs are required to obtain a Hold Harmless Agreement and Evidence of Insurance from each vendor/concessionaire/service provider that is used. The vendor/concessionaire/service provider, instead of providing Evidence of Insurance to each unit, may file annual Evidence of Insurance with the California State PTA Broker.

A list of vendors/concessionaires/service providers that have Evidence of Insurance on file with the PTA is on the insurance website: [www.ari-pta.com](http://www.ari-pta.com). These vendors/concessionaires/service providers do not need to sign the Hold Harmless Agreement or provide a copy of their insurance if the policy has not expired (see policy expiration date following name on list). Call the California State PTA Broker if the insurance on the list has expired or if the vendor/concessionaire/service provider states he has filed annually and is not listed. You are not to sign the vendor's Hold Harmless Agreement or Indemnity Clause.

If facilities other than school premises are used, you may be asked to provide Evidence of Insurance. Provide them with the Certificate of Insurance (page 2); certificate is also available from the PTA insurance website. If an 'Additional Insured' is requested to be named on the PTA policy, please call the California State PTA Broker with the details.

Any contract with another organization must be read carefully and must be signed by two **elected officers** of the PTA **after** a vote of approval by the membership.

**NEVER sign a Hold Harmless Agreement or Indemnity Clause** on behalf of unit, council or district PTA until the California State PTA Insurance Broker has been contacted.



## **PROCEDURES FOR REPORTING INCIDENTS AT PTA EVENTS**

The Incident Report Form must be completed by the PTA president. It is a confidential communication between the PTA and the California State PTA Broker, informing the California State PTA Broker of the *potential* problem. It is not a claim; it is merely notification of an incident. The Incident Report Form is **not** to be completed by the injured party, but you, as PTA president, may ask the party questions that will enable you to make a complete report.

It is important you have full/complete information but you **must not** give the impression that because you have completed an Incident Report Form that the PTA is responsible and will “take care” of the injured party. The California State PTA Broker will file the Incident Report Form with the insurance carrier who will investigate the incident and determine responsibility.

The Incident Report Form must be completed for every incident and accident that occurs. If a very serious incident/accident is being reported, you may also want to call the California State PTA Broker.

The PTA president should follow-up with anyone injured at a PTA event to express concern for the individual and inquire about any injuries sustained. As PTA president you must never promise to compensate a victim for his/her injuries or accept fault. Many claims may be averted by demonstrating concern for the individual.

The Incident Report Form (page 4) is part of the *Insurance and Loss Prevention Guide*.

Make four (4) copies of the completed Incident Report Form and distribute as follows:

- ❖ The original and one (1) copy are to be mailed to the California State PTA Broker  
UnionBanc Insurance Services, Inc.  
535 N. Brand Blvd., 10<sup>th</sup> Floor  
Glendale, CA 91203
- ❖ Mail one (1) copy to the California State PTA  
2327 L Street  
Sacramento, CA 95816-5014
- ❖ Mail one (1) copy to your district PTA president
- ❖ Retain one (1) copy for your files

## INCIDENT REPORT FORM

Prepare four (4) copies

**NAME OF PTA** \_\_\_\_\_ **DISTRICT PTA** \_\_\_\_\_  
Address \_\_\_\_\_ **COUNCIL** \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ **DATE** \_\_\_\_\_

**NAME OF INJURED** (if any) \_\_\_\_\_ Age \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone (\_\_\_\_) \_\_\_\_\_ **DATE OF INCIDENT** \_\_\_\_\_

Type and Extent of Incident. \_\_\_\_\_  
\_\_\_\_\_

Narrative description of how incident occurred. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was injury due to any act or negligence of PTA? Explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was activity under supervision and/or sponsorship of PTA? Describe. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What were injured party's duties (if any) in activity? \_\_\_\_\_  
\_\_\_\_\_

**WITNESS NAME** \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**PERSON IN CHARGE** \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**IF INCIDENT INVOLVED A VENDOR/CONCESSIONAIRE/SERVICE PROVIDER:**

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**PERSON PREPARING REPORT:**

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**PLEASE USE ADDITIONAL PAGES FOR MORE COMPLETE DESCRIPTIONS**

**Please complete this original report, make four (4) copies and distribute as follows:**  
Original and 1 copy to UnionBanc Insurance Services, Inc. 535 N. Brand Blvd., 10<sup>th</sup> Floor, Glendale, CA 91203  
Copy to California State PTA, 2327 L Street, Sacramento, CA 95816-5014  
Copy to district PTA president  
Retain 1 copy for your files

# RED LIGHT

The California State PTA has adopted certain policies regarding permissible PTA activities in order to minimize the risk of exposure. It is the policy of the California State PTA that certain activities be prohibited because they are dangerous and jeopardize the safety of our children and youth. Such activities also jeopardize the insurance coverage for **all** PTAs in the state. Other activities and events are excluded by the insurance underwriter.

**The following activities and events are prohibited. Individual PTA officers may be held personally liable for conducting any of the events listed below. All PTAs should be aware that violation of established California State PTA policies, including the sponsoring of prohibited activities, can result in withdrawal of the PTA's charter.**

**THESE ACTIVITIES ARE NOT ALLOWED, EVEN IF VENDOR HAS OWN INSURANCE.**

Alcohol Beverages (Selling or Serving)  
Aircraft Demonstrations  
Animal Rides  
Booster Clubs & Other Parent Organizations  
Block Parent  
Blood Testing (Blood Drives are Acceptable)  
Bounce Houses, also called: Astro Walk, Castle Bounce, Cosmo Walk, Moon Walk  
Bungee Jumping  
Concessionaire operations at Stadiums, Speedways or Arenas  
Cosmetic Services  
Crossing Guards/Directing Traffic/Student Safety Patrols  
Darts/Dart Games  
Donkey Baseball/Basketball  
Dunk Tanks/Flush Tank/Flush'em  
Enrichment Programs — these activities are prohibited:  
    Martial Arts                      Gymnastics  
    Contact Sports                  Skateboarding  
    Roller Blading                  Other Athletic-type Activities  
    Physical Education Classes  
Fireworks Sales and Displays  
Hot Air Balloons/Balloon Rides (on ground or in the air)  
Human Canon Balls (or any variation)  
Monster Truck  
Paint Ball Guns  
Pyrotechnic Displays  
Ropes/Challenge Courses  
Safe House  
Slam Dancing (Moshing, Stage Diving)  
Surfing Contests  
Trampolines  
Transportation (except by Chartered Service, refer to YELLOW LIGHT list)  
Watercraft (except commercial craft of 26 feet or more operated by a qualified vendor with evidence of insurance)

# YELLOW LIGHT

Occasionally, PTAs want to sponsor activities which may require additional insurance coverage, waivers of liability, certificates of insurance or other special arrangements. PTAs must strictly adhere to PTA guidelines. All conditions must be met and/or the California State PTA Insurance Broker consulted before undertaking any activities listed on the **YELLOW** pages.

**Under no circumstances should any unit, council or district PTA sign a Hold Harmless Agreement for a vendor/concessionaire/service provider, or agree in any way that the PTA will be held responsible for liability. Review all contractual arrangements very carefully to make sure that they do not contain such provisions. If a contract includes a Hold Harmless Agreement or Indemnity Clause contact the California State PTA Insurance Broker prior to signing.**

*The numbers [e.g., (1)] following each activity refer to the **CONDITION(S)** that must be met prior to a PTA voting to sponsor an activity or event.*

Aerobics (1)  
Athletic Events (1), (3), (4) and (5)  
Ballet or Dance Classes (1)  
Babysitting at PTA Meetings (4) (6)  
Bike Rodeo (1)  
Bingo (9) and (10)  
Camps — Outdoor Enrichment and Science (1), (2) and (3)  
Carnivals With Powered Rides and Amusement Vendors (2) and (3)  
Chartered Services, Limousine Services, Any For-Hire Transportation (2), (3) and (16)  
Childcare (3) and (4)  
Climbing Walls (2)  
Craft Fairs, Holiday Boutique and Swap Meets (2) and (3)  
Defibrillators for School Use (20)  
Dunk Tank at PTA Event but Sponsored by the School (22)  
Enrichment (After School) Classes (19)  
Field Trips (1) and (2) — if questions, then (3)  
Go-Carts (1) and (2)  
Hayride (3)  
Helmet Fairs (14)  
Hypnotist (2)  
Jog-A-Thon / Walk-A-Thon (1) and (5)  
Inflatable Slides – must be tied down — **No homemade slides** (2)  
Interactive Games (1), (2) and (13)  
Grad Night (1), (2), (3) and (12)  
Laser Tag (2)  
Limousine, Bus Service or Transportation (2) and (16)  
Litter Cleanups (1) and (11)  
Opportunity Drawing Tickets (10)  
Parking Lots - where you charge a fee for parking (17)  
Petting Zoo (2) and (18)  
Purchase of Playground Equipment (15)  
Raffles (21)  
School Premises (7)  
Skate Night (1)  
Snack Food Concessionaire — Hired (2) and (3)  
Space Ball (2)  
Sumo Wrestling (1) and (2)  
Swim Classes or Swim Party (1) and (8)  
Velcro Walls – not allowed with trampolines (2)  
Virtual Realities (2)  
Water Slides — **No homemade slides** (1), (2) and (3)  
Yoga (1)



## CONDITIONS

- (1) Obtain a signed PTA student waiver from each student’s parent or guardian. A waiver may be signed for a whole year’s activities; place it in the school packet at the beginning of the year. You will need to adapt and add the wording “as respects all PTA-sponsored events for the school year **2007-2008.**” Anyone eighteen or older may sign his/her own waiver. (See page 11 - English or page 12 - Spanish.)
- (2) Obtain a Certificate of Insurance and an endorsement naming PTA as Additional Insured on the policy. The vendor/concessionaire/service provider must also sign the Hold Harmless Agreement (page 9). The Hold Harmless Agreement part (b) spells out the insurance requirements for the vendor/concessionaire/service provider. Please refer to PTA insurance website for a list of vendors/concessionaires/service providers who have Evidence of Insurance on file with California State PTA.
- (3) Call the California State PTA Broker with details of the event at (800) 733-3036.
- (4) If a unit, council or district PTA chooses to sponsor allowable activities or events that the insurance company has excluded, the unit, council or district PTA must purchase the necessary additional participant liability insurance for that activity, and the entire organization (the California State PTA, its units, councils and districts) must be named as Additional Insured. Please contact the California State PTA Broker, UnionBanc Insurance Services, Inc., for requirements for additional insurance. The California State PTA Broker understands the necessity of protecting the entire organization and will make sure that such additional coverage will match the existing PTA liability insurance and that the California State PTA will be protected.
- (5) The only exception for which additional insurance need not be purchased is a Jog- or Walk-A-Thon. Parents and teachers may participate but must sign a Participant’s Waiver (page 13 - English or page 14 - Spanish). The Parent’s Approval and Student Waiver (page 11 - English or 12 - Spanish) needs to be signed by a parent or guardian when children are involved. General public is not allowed to participate. Keep in mind that the PTA does not have accident coverage for Jog- or Walk-A-Thon events.
- (6) The only babysitting that is allowed is at PTA meetings where parents are continually on campus **AND** the following conditions are met: the babysitters do not change diapers, there are at least two unrelated adults (18 years or older) in attendance at all times, and coffee or other hot fluids are kept outside of the babysitting room or area. If over 11 children in attendance one additional person, who may be under 18, is recommended to be onsite. Refer to the California State PTA “PTA-Provided Babysitting Services” in the Finance section of the **California State PTA Toolkit**. If you provide Child Care instead of babysitting, refer to Item 4.
- (7) The California Education Code 38134 precludes a school district from requiring that a PTA sign a “Hold Harmless Agreement” when using school premises. If the school district requires the PTA to sign a Hold Harmless Agreement for use of school premises the PTA should call the California State PTA Broker and use the enclosed “Facilities Use Permit Addendum” (page 10).
- (8) Certified lifeguard required for all swim events.
- (9) Refer to the California State PTA “Operation of Bingo Games for Charitable Purposes” in the Finance section of the **California State PTA Toolkit**.
- (10) Please consult local government for ordinances.

*Continued*

## CONDITIONS *(continued)*

- (11) Adequate supervision must be provided. Reflected vests and rubber gloves must be used. Clean-up must not be done on freeways.
- (12) See “Programs – Graduation or Prom Night” in the Programs section of the **California State PTA Toolkit**.
- (13) If you are required to sign a contract by the vendor/concessionaire/service provider you **must** FAX a copy of the contract to the California State PTA Insurance Broker prior to signing; FAX number (714) 626-7563.
- (14) If you sponsor a helmet fair do not accept payments for the helmets; instead have the payments for purchases made directly to the vendor.
- (15) For purchase of playground equipment make a gift of the money to the school to purchase and install the equipment.
- (16) The California State PTA does not have excess coverage over bus company insurance. It is recommended you gift the money to the school and allow the school to arrange and pay for the bus.
- (17) Parking Lots are NOT covered by our liability insurance. If you wish to operate a parking lot where fees are charged you need to arrange special insurance. Please contact the California State PTA Broker, UnionBanc Insurance Services, Inc., for requirements for additional coverage.
- (18) Children are exposed to dangerous E. coli bacteria at petting zoos. Children, after touching animals, may put their hands to their mouths. It is recommended that you use an antibacterial hand gel or have the child wash their hands immediately.
- (19) See the red pages for enrichment classes that are not allowed. Enrichment teachers are required to have their own insurance. Contact the PTA Broker, UnionBanc Insurance Services, Inc., if the teacher does not have their own insurance. It is a requirement of the PTA insurance that two unrelated adults be in the enrichment classes at all times.
- (20) When you purchase a defibrillator it is important that you gift it to the school and not be responsible for the operation or training of the defibrillator.
- (21) Information on how to conduct a legal raffle can be obtained by going to the California Attorney General’s website. (See [www.ag.ca.gov](http://www.ag.ca.gov) Section 320.5 Gambling Charitable Raffles.)
- (22) A dunk tank is permissible at your PTA event *IF* the school provides a letter addressed to your PTA unit stating school is responsible and PTA will be held harmless for any injuries resulting from the dunk tank.

California State PTA insurance does not cover vendors/concessionaires/service providers. Consequently, all vendors/concessionaires/service providers are required to provide Evidence of Insurance to each PTA unless annual Evidence of Insurance has been filed with the California State PTA Insurance Broker.

## **HOLD HARMLESS AGREEMENT**

### **FOR PTA FUND RAISING VENDORS/CONCESSIONAIRES/SERVICE PROVIDERS**

#### **Insurance Requirements:**

- (a) Workers' Compensation Insurance, Required if you have employees engaged in the performance of work under the agreement.
- (b) Comprehensive General Liability, Required \$1,000,000 Combined Single Limit. This policy shall cover, among other risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and include Bodily Injury, Property Damage, Personal Injury.
- (c) Automobile Liability Insurance. Required only if you are providing transportation (e.g., limousine or bus service) at PTA event. \$5,000,000 limit required.

If you (vendor/concessionaire/service provider) fall under (b) or (c), a Certificate of Insurance showing policy limits and an endorsement to the policy **MUST** be submitted with your contract.

#### **Contract containing the following language MUST be added to the above policies (b) and (c) as an Additional Insured:**

The California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all their officers, directors, members and volunteers. The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance available to PTA and

\_\_\_\_\_  
(Name of vendor/concessionaire/service provider)

I/We \_\_\_\_\_  
(vendor/concessionaire/ service provider) agree(s) to defend and to indemnify and hold harmless, the California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all of their officers, directors, members and volunteers with respect to my/our liability for "bodily injury," "property damage" or "personal and advertising injury" to the extent caused by my/our acts or omissions or for the acts or omissions of those acting on my/our behalf:

- A. In the performance of my/our ongoing operations; or
- B. In the sale or distribution of my/our products; or
- C. In connection with my/our premises rented to you.

**NOTE:** The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations for any unit, council, district or State PTA in California.

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
(Vendor/Concessionaire/Service Provider)

NAME OF ENTITY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**NOTE:** Failure of Vendor/Concessionaire/Service Provider to keep the required insurance policies in full force and effect during the work covered by this agreement shall constitute a breach of this agreement. In the event of a breach, PTA shall have the right but not the duty to procure insurance covering the vendor for the period of this agreement. The cost of this insurance will be deducted by the PTA from the proceeds due to the Vendor/Concessionaire/Service Provider.

January 2008



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**Note:** This Addendum is to be used with agreements to use school facilities, when such agreements are required by the school district.

### FACILITIES USE PERMIT ADDENDUM

This Addendum amends that certain application to \_\_\_\_\_  
(name of school district)  
(The “School District”) for use of the facilities at \_\_\_\_\_  
(name of facility)  
signed by \_\_\_\_\_ (the “PTA”),  
(name of PTA)  
dated \_\_\_\_\_ (the “Application”).  
(date of application)

Notwithstanding anything to the contrary contained in the Application, the School District and the PTA agree that California Education Code Section 38134 (i) is incorporated into and supersedes any conflict part of the application. California Educational Code Section 38134 (i) provides as follows:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities of grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the cost of insuring against its respective risks and shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any other provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) or Title 1 of the Government Code, for injuries caused by a dangerous condition of public property [California Education Code Section 38134(i)].

PTA

School District

\_\_\_\_\_  
(Name of PTA)

\_\_\_\_\_  
(Name of School District)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

2008

## PARENT'S APPROVAL AND STUDENT WAIVER

\_\_\_\_\_ has my (our) permission to participate in all PTA sponsored  
Name of Minor  
events for the school year 200\_ to 200\_.

The undersigned parent or guardian assumes all risks in connection with the student's participation in any and all of the PTA sponsored activities. I (we) hereby release and discharge the California State PTA, all PTA officers, employees and agents from all liability, claims or demands for any damage, loss or injury to the student, the student's property, or parent's property in connection with participation in these activities, unless caused by the negligence of the PTA.

I do hereby certify that to the best of my (our) knowledge and belief said minor is in good health. In case of illness or accident, permission is granted for emergency treatment to be administered. It is further understood and agreed that the undersigned will assume full responsibility for any such action, including payment of costs.

I (we) hereby advise that the above named minor has had the following allergies, medicine reactions or unusual physical condition which should be made known to a treating physician or which could limit participation:

\_\_\_\_\_  
If none please write none.

1. \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name (\_\_\_\_\_) Phone  
\_\_\_\_\_  
Address City State Zip

2. \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name (\_\_\_\_\_) Phone  
\_\_\_\_\_  
Address City State Zip

**PERMISO DE LOS PADRES Y DISPENSA DE RESPONSABILIDAD  
SOBRE EL ESTUDIANTE**

\_\_\_\_\_ (*nombre del menor*) tiene mi (nuestro) permiso para tomar parte en todas las actividades patrocinadas por la PTA (Asociación de Padres y Maestros) durante el año escolar 200\_ a 200\_.

El abajofirmado, padre o guardián asume todo riesgo con respecto a la participación del estudiante en cualquier y toda actividad patrocinada por la PTA. Yo (nosotros) por la presente libero y descargo a la PTA de California, a todos los oficiales de PTA, a los empleados y a los agentes de toda obligación, a los reclamos o a las demandas de cualquier daño, pérdida o herida al estudiante, a la propiedad del estudiante, o a la propiedad del padre con respecto a la participación en estas actividades, a menos que causado por la negligencia de la PTA.

Yo (nosotros) por la presente certifico que a lo mejor de mi (nuestro) conocimiento y creencia tal menor se encuentra en buen estado de salud. En caso de enfermedad o accidente, se les da permiso para administrar tratamiento médico de emergencia. Es entendido aún más y es concordado que el abajofirmado asumirá responsabilidad repleta por cualquiera tal acción, inclusive el pago de costes.

Yo (nosotros) por la presente aconsejo que el menor arriba nombrado sufre de las alergias siguientes, es sensible a los medicamentos siguientes y/o tiene la condición limitante siguiente que podría afectar su participación, de todos los cuales debe informarse al médico que trate la emergencia:

\_\_\_\_\_  
Si no tiene ninguno, por favor escriba “ninguno”

1. \_\_\_\_\_  
Firma

\_\_\_\_\_ Fecha

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Nombre impreso Teléfono

\_\_\_\_\_ Dirección Ciudad Estado Código Postal

2. \_\_\_\_\_  
Firma

\_\_\_\_\_ Fecha

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Nombre impreso Teléfono

\_\_\_\_\_ Dirección Ciudad Estado Código Postal

2008

## PARTICIPANT'S WAIVER

In the consideration of the acceptance of my entry in the

\_\_\_\_\_  
Name of PTA Unit City  
Date of Event \_\_\_\_\_ Name of Event \_\_\_\_\_

\_\_\_\_\_, I the undersigned participant, intending to be legally bound, do hereby for myself and heirs, executors, administrators and assigns, forever waive, release and discharge any and all rights, claims and actions for damages that I may have, or that may hereafter accrue to me against the California State PTA, including all unit, council and district PTAs and all of their officers, directors, members and volunteers.

I attest and verify that I am physically fit and able to participate in this event and acknowledge that I am aware of the inherent risks in participating in an athletic event of this type.

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name (\_\_\_\_\_) Phone  
\_\_\_\_\_  
Address City State Zip

## RENUNCIA DE DERECHOS DEL PARTICIPANTE

En consideración a la aceptación de mi inscripción en la

\_\_\_\_\_  
Nombre de la PTA Ciudad

Yo el participante inscrito, con intención de estar obligado legalmente, por este medio libero y descargo para siempre de todos los derechos a nombre mío, mis ejecutores testamentarios, administradores y asignados, de cualquier reclamo y acción legal por daños que yo pudiese sufrir, o que después se pudieren acumular contra California State PTA incluyendo todas las unidades, consejos, distritos y todos sus funcionarios, directores, miembros y voluntarios.

Atestigo y certifico que estoy físicamente capacitado para participar en este evento y estoy informado de os riesgos inherentes a la participación en un evento atlético de esta naturaleza.

\_\_\_\_\_  
Firma Fecha

\_\_\_\_\_  
Nombre impreso (\_\_\_\_\_) Teléfono

\_\_\_\_\_  
Dirección Ciudad Estado Código Postal



# GREEN LIGHT

Approved activities and events are listed on the **GREEN** pages. The **California State PTA Toolkit** and the National PTA **Quick-Reference Guides** must be referred to for more information about appropriate PTA fund-raising activities and PTA policies and procedures.

**Under no circumstances should any unit, council or district PTA sign a Hold Harmless Agreement for a vendor/concessionaire/service provider, or agree in any way that the PTA will be held responsible for liability. Review all contractual arrangements very carefully to make sure that they do not contain such provisions. If a contract includes a Hold Harmless Agreement contact the California State PTA Insurance Broker prior to signing.**

**All Vendors still need to comply with Condition (2) on page 7.**

After-School Treats  
Apple Bobbing  
Art & Craft Activities  
Auction/Silent Auction  
Bake Sales  
Balloon Artist (blows balloons up by mouth - no gases used, makes hats, animals, etc.)  
Band Concerts  
Baseball Toss Through Target  
Bean Bag Toss  
Bike Displays  
Book Fair  
Bowling  
Broom Hockey  
Calendar Sales  
Candy Sales  
Carnivals Without Powered Rides and Amusement Vendors (refer to **YELLOW LIGHT** list)  
Christmas Tree Sales (No cutting)  
Colored Sand Painting  
Community Forums  
Confetti Eggs  
Cookbook Sales  
Costume Carnival and Costume Rentals  
Cow Bingo  
Craft Fairs, Holiday Boutique, Swap Meets (operated by PTA members with all receipts going to PTA)  
Craft Workshops  
DJ's  
Dances  
Dinners (pasta, crab, international, barbecue, etc.)  
Enrichment — Academic only (refer to exclusions on **RED LIGHT** list and conditions on **YELLOW LIGHT**) (Refer to **Toolkit**)  
Egg Toss  
Face Painting  
Family Portraits  
Fashion Shows  
Fish Ping Pong  
Food Sales (Be sure food does not sit out too long and spoil)  
Football Throw Through Target  
Fortune-Telling  
Gift Wrap Sales  
Gift Wrapping

*continued*

## **GREEN LIGHT Approved Activities and Events** *(continued)*

Golf Tournament  
Greeting Card Sales  
Haunted House  
Hobby Shows  
Ice Cream Socials  
I.D. Bracelets  
Jail Auctions  
Karaoke  
Leg-A-Thon  
Line Dancing  
Magazine Sales (no door to door by children)  
Magic Shows  
Math Fair  
Mouse Trap Maze  
    (wear Velcro suits, move through Velcro maze, try not to touch sides.  
    No launching devices.)  
Movie Night  
“Nerf” Bow and Arrow  
Parent Education Workshops  
Pee Wee Golf  
Performing Arts  
Pencil Sales  
Picnic-Type Games (Not competing against other schools or classes)  
    3-Legged Race           Puzzle Race  
    Basketball Shoot       Sack Race  
    Bowling               Softball Throw  
    Jump Rope             Tug-of-War  
    Obstacle Course       Volleyball  
    Potato Race  
Pizza Night (Be sure food does not sit out too long and spoil)  
Plant Boutiques  
Popcorn Sales  
Reading Night  
Ring Toss  
Roll Reversal Plays  
Rummage Sales (ALL sales receipts going to PTA)  
    White Elephant Sale  
    Flea Market  
Sale of Logo Items  
Scarecrow Competition  
School Play  
Science Fair  
Silhouettes  
Snack Food Sales  
Snow Day  
Spelling Bee  
Sponge Toss Using Goggles  
Storytellers/Performers  
Taffy/Sucker Tug-of-War  
T-Shirt, Sweatshirt, or Jacket Sales  
Talent Shows  
Water Balloon Toss  
Water Bottle Sales  
Yearbook Sales

## DIRECTORS AND OFFICERS LIABILITY INSURANCE

California State PTA provides \$1,000,000 Directors and Officers Liability Insurance. This policy covers all unit, council and district PTA officers in the state.

You, as a director, officer, member or volunteer of an organization, can be sued because of failure or alleged failure to act within established guidelines. Directors and Officers have a fiduciary duty to their organization and are sued by those who feel members have not lived up to the responsibilities or duties assumed as members of the organization.

Generally these duties are:

Duty of Loyalty: Requires you to act in good faith. You must not allow your personal interest to prevail over the interests of the organization. Don't use PTA as a personal forum.

Duty of Care: Requires you to be diligent and prudent in managing the organization's affairs. You must be informed and regularly review all financial statements, have regular attendance at board meetings and avoid conflicts of interest.

Duty of Obedience: Forbids acts outside the scope of corporate powers. The governing board of the organization must comply with state and federal law, and conform to the organization's charter, articles of incorporation and bylaws. Refer to your bylaws.

Examples of actual claims that have been filed against nonprofit organizations:

- ❖ Wrongful Termination
- ❖ Breach of Employment Contract
- ❖ Fund Misappropriation
- ❖ Discrimination
- ❖ Antitrust
- ❖ Civil Rights Violation
- ❖ Sexual Harassment
- ❖ Promotions and Compensation
- ❖ Invasion of Privacy
- ❖ Interference with Employment Contract
- ❖ Inefficient Administration
- ❖ Waste of Assets
- ❖ Failure to Deliver Services
- ❖ Fund-Raising Activities
- ❖ Lobbying Activities
- ❖ Entering into Contracts Where Conflict of Interest May Exist
- ❖ Libel and Slander

If you have a potential claim or receive a summons, do NOT hire an attorney. Report the loss immediately to our Broker. If you hire your own defense you will not be reimbursed.

## BONDING INSURANCE

The basic bond for all unit, council and district PTAs provides \$15,000 Employee/Volunteer Theft, \$15,000 Forgery and \$15,000 Theft, Disappearance and Destruction of money or scrip. There is a \$500 deductible.

There is no coverage under the bond for wire transfers. The bond provides very limited coverage for credit cards, therefore we discourage the use of cards by unit, council and district PTAs. If you accept cards for payment at your events and one of your volunteers steals the number and misuses it our bond will not cover this type of loss.

The insurance carrier has made a higher limit available for those who have a need. If you wish a higher limit please contact the PTA broker, UnionBanc Insurance Services, Inc. The higher limit must be purchased on the renewal date, January 5, 2008.

**It is very critical that PTA Financial Guidelines be followed.** Two signatures are required on all checks. When a fundraiser is held and large amounts of cash are collected, two unrelated people should count the funds and deposit the money in the bank. Cash should not be left unattended in any car. When a large fundraiser is held it is a good practice to do an audit on the fundraiser immediately upon completion of the event. An audit will immediately reveal if funds are missing.

It is very critical that you have a good paper trail on your transactions. If you have a loss, you need to prove the loss to the company with sufficient paperwork. If you can not, the bonding company will not pay the loss.

**You must report a loss within 60 days of discovering a potential claim.**

The bonding company can refuse to insure a unit if they are not following PTA financial procedures.

There is no coverage afforded to anyone under the bond if you are aware they have stolen funds previously.

## NO PROPERTY INSURANCE

The California State PTA does *not* provide insurance for any personal or real property the association might own. If the PTA owns computers, merchandise being held for sales (e.g., gift wrap, food items), staging, costumes, decorations or any other items of value, the association should contact a local Insurance Broker for coverage. If goods held for sale are stolen, burn in a fire or are in any way damaged there is no coverage. The PTA unit may also contact the California State PTA Insurance Broker.

## WORKERS' COMPENSATION INSURANCE COVERAGE

The Workers' Compensation Insurance carrier for the California State PTA is the **Oak River Insurance Company**.

Inquiries regarding coverage should be directed to the insurance carrier. See attached **Employer Contact Information Sheet**. This sheet will also direct you to the Medical Provider Network. You may access this on line or call the MPN Help Desk. This will give you information on doctors and clinics you may use for work related injuries or illness.

The policy is issued to the California Congress of Parents Teachers Association. The policy number is: 22000050176-071.

Those unit, council and district PTAs having an office, or employees working at a regular place of business, must post the "Notice to Employees" included in this guidebook.  
(See pg. 21)

When an employee sustains an injury on the job which requires medical attention, call your district PTA or the California State PTA office (916) 440-1985, to secure an "Employer's Report of Occupational Injury or Illness." **The completed report must be returned within 24 hours to the California State PTA office, 2327 L Street, Sacramento, CA 9586-5014, for processing and referral to the insurance carrier.** By law, injuries requiring medical attention must be reported within five (5) working days. The employee must also be given an "Employee's Claim for Workers' Compensation Benefits" to complete within one (1) working day of your knowledge of their injury. This form may also be obtained from your district PTA or the California State PTA office.

If the job injury does not require medical attention, complete the "Employer's Report of Occupation Injury or Illness" and keep it on file should the employee seek medical treatment at a later time.



**EMPLOYER:** You are required by law to post the information contained on this notice in a conspicuous location frequented by employees and where such notice may be easily read by employees during the course of the work day. Insert the appropriate phone numbers and addresses in the spaces indicated on the front of this employee notice.

# NOTICE TO EMPLOYEES

## When a job injury occurs...

- First aid and medical treatment are provided immediately as required by the nature of the injury (even if the employee has previously notified the employer that he wishes to be treated by his own personal physician).
- Immediately notify your supervisor of any work-related injury or illness. Your employer will provide you with a notice of potential eligibility for benefits and a claim form on which you must describe the circumstances of the injury. Return the completed claim form to your supervisor. If you have any questions or would like more details about workers' compensation benefits, please see your supervisor or call Oak River Insurance Co.
- You may also contact an Information and Assistance Officer at the State Division of Workers' Compensation:

\_\_\_\_\_  
(Telephone)

**Doctor:** \_\_\_\_\_  
(Name and Telephone)

**Hospital:** \_\_\_\_\_  
(Name and Telephone)

**Ambulance:** \_\_\_\_\_  
(Name and Telephone)

**Fire:** \_\_\_\_\_ **Police:** \_\_\_\_\_  
(Telephone) (Telephone)

**Our workers' comp carrier is:**

**OAK  
RIVER  
INS.CO.**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

## Benefits under the California workers' compensation system...

- **Medical Care**—All authorized medical expenses are fully covered. If you need medical care, you will be referred to a local doctor. Should you still need care 30 days after reporting the injury, you may be treated by a physician of your own choice. If, prior to an injury, you notify your supervisor in writing of the named and address of your personal physician, you are entitled to be treated by that physician in the event of a work-related injury.
- **Death Benefits**—Should a work injury cause death, a benefit will be paid to your dependents.

- **Disability Income**—If hospitalized, or unable to work for more than three days, you will receive income equal to two-thirds of your average weekly pay, up to a legal maximum per week. If your injury results in a permanent disability which decreased your ability to work, additional payments will be provided.

- **Vocational Rehabilitation**—If your injury or illness prevents you from returning to your same job, you may be eligible for vocational rehabilitation and retraining.

## Medical Network Providers...

For a list of Oak River's network providers in your area, please call the MPN Help Desk (888) 495-8949. Directories of Oak Rivers' medical network providers can also be found at: [www.bhhc-wc.com](http://www.bhhc-wc.com).

## Concerning off-duty recreational, social, or athletic activity...

Your employer or its insurance carrier may not be liable for the payment of workers' compensation benefits for an injury which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties.

**Warning:** Workers' comp fraud laws make it a felony for anyone to file a false or fraudulent statement or to submit a false report or any other document for the purpose of obtaining workers' comp benefits. Anyone caught performing these illegal acts will be prosecuted. If convicted, the penalty is up to 5 years in prison and/or up to a \$50,000 fine.

This notice is in compliance with Section 3550 of the Labor Code which states in part that every employer subject to the compensation provision of the code, shall post and keep posted in a conspicuous location a notice which shall state the name of the current compensation insurance carrier of such employer. In addition, this posting notice follows State administrative guidelines under the "employee information" law for providing information to employees about workers' compensation benefits and has been approved by the Administrative Director of the Division of Workers' Compensation.





## DISCLAIMER

It must be understood that this document is only a summary, it is **NOT** all-inclusive, nor does it alter or waive any of the actual policy coverage, exclusions or conditions.

The material in this publication is provided for informational purposes only and is not intended to be representative of coverage that may exist in any particular situation under the policy. All conditions of coverage, terms and limitation are defined and provided for in the policy.

Please contact the California State PTA Insurance Broker Armstrong/Robitaille Insurance Services (800) 733-3036 if your proposed activity is not listed under the **RED, YELLOW OR GREEN LIGHT**, or if you have questions regarding coverage or activities.



The *Insurance and Loss Prevention Guide* was made possible through the cooperative efforts of:

Nonprofits' Insurance Alliance of California  
UnionBanc Insurance Services, Inc.  
Travelers Insurance Company  
Hartford Insurance Company  
California State PTA

*Please contact the California State PTA Insurance Broker  
for any suggestions for new green page items.*

**UNIONBANC INSURANCE SERVICES, INC.**  
**CALIFORNIA STATE PTA**  
**INSURANCE WEBSITE**

*You can access our website by going to: [www.ari-pta.com](http://www.ari-pta.com)*

*The user name is: pta*

*The password is: member*

*The following information is available to you on the website:*

- *You can print a Certificate of Insurance*
- *Service Team: Gives you a list of people you can call and you can email us with questions from this location*
- *Vendors list updated daily*
- *Red, Yellow and Green Pages in English and Spanish*
- *Frequently asked questions about Liability and Bonding insurance*
- *You can complete online and print the following forms:*
  1. *Incident Report*
  2. *Excess Crime Bond Application*
  3. *Hold Harmless Agreement \**
  4. *Participants Waiver \**
  5. *Parent's Approval and Student Waiver \**
  6. *Facilities Use Permit Addendum*

*\*These forms are available in English and Spanish*