



FREQUENTLY ASKED QUESTIONS

CDBA's Liability Insurance Coverage and Volunteers

1. WHO IS CDBA AND WHY DRAGON BOATING?

The California Dragon Boat Association (CDBA), founded in 1996, promotes strong, healthy communities in the Bay Area through high quality dragon boat programs. CDBA is one of the most well-respected dragon boat organizations in the United States, with extensive adult, college, and youth dragon boat programs. The CDBA is a non-profit, 501(c)3 organization with nearly 1,000 members that also runs many dragon boat races and events in the Bay Area. We started as a partnership with Self Help for the Elderly, a senior-serving organization with which we still work closely and to which we contribute annually.

The CDBA provides an after school youth program. It is the largest youth dragon boat program in North America and has had tremendous impact on Bay Area youth since its inception. Access to practice sites and equipment and coaching are provided free of charge to any youth. The program serves a wide diversity of youth, but in particular has been able to reach many immigrant high school youth for whom dragon boating is the first experience with team sports. The CDBA program has been able to reach these youth who would not have been otherwise able to realize the benefits of participating in a competitive team sport. The youth program not only promotes fitness and recreation among youth but also helps develop teamwork skills, leadership ability, confidence, and a sense of focus. Many of the youth from CDBA high school teams have gone on to college around California and developed dragon boat programs there, where they take an active part in organizing and leading the teams.

Dragon boating is a 2,500 year old sport that originated in China, but is now truly international, with teams in North America, Europe, Asia, Africa, and Australia. The Dragon Boat Festival is one of three major holidays celebrated in Chinese communities around the world. A dragon boat team consists of 20 paddlers, a drummer, and a steers person, and is heavily reliant on timing and teamwork. There are no "stars" in dragon boating, as the success of the boat depends upon how well the team works together. Due to its ability to bring teams together, dragon boating has been exceptionally popular with corporate, community, and civic organizations.

Additionally, dragon boating is very accessible from both a cost and physical needs perspective. The CDBA provides the boats, sites, equipment, and coaches necessary

to learn dragon boating. Dragon boating can be learned at a basic level in a very short time. It is also very physical accessible, which has led to the development of many cancer survivor teams and sight impaired teams

2. WHO ARE CDBA VOLUNTEERS?

CDBA is 100% volunteer based. CDBA volunteers are identified on record as serving CDBA in its mission. Federal law, under the federal Fair Labor Standards Act, (FLSA) defines individuals that provide services without any expectation of compensation, and without any coercion or intimidation, as “volunteers” (non-employees).

There are **special event and short-term volunteers** who sign up to assist at CDBA special events and short-term projects. Volunteer roles may include race director, dock master, marshall, dockworker, finish line official, parking & traffic controller to runner. Volunteer activities may involve functions related to event set up and breakdown, chase boat, hospitality, finish line to start line.

CDBA has **ongoing volunteer opportunities**. Devoted volunteers work in the dragon boat roles of coach, steers person and drummer; volunteers also perform organizational support roles and functions such as fund development & grant writing, youth activity planning, program development, risk management, practice site management, and race event planning and coordination.

3. WHO HAS LIABILITY INSURANCE COVERAGE?

All **paid members** are covered by the CDBA insurance policy. A member is generally defined as a “paddler”. Members have access to all membership benefits including CDBA practice facilities, boats and equipment.

4. DO CDBA VOLUNTEERS HAVE LIABILITY INSURANCE COVERAGE?

Yes. Volunteers are covered under CDBA policies as training and regular activities such as practices.

Coaches are members of CDBA; they are covered under the CDBA training policy. If a coach goes out in an accompanying chase boat she/he is still considered a “paddler” by the insurance carrier. Following are two examples for the purpose of clarification:

If CDBA uses its boat at a different location to promote dragon boating: Under the CDBA policy for activities to promote or recruit, all the CDBA volunteer participants are included for liability purposes at any location CDBA takes the boat to.

Similarly, at special events such as Sunday Street and other Street Fairs, volunteer participants are included for liability purposes under CDBA policy for promotional purposes.

5. IS COVERAGE DIFFERENT FOR YOUTH, 17 YEARS OLD AND YOUNGER?

Coverage of youth participants with a signed parent/guardian Liability Release and Waiver Agreement form on file is no different. The CDBA Youth After School Dragon Boat Program is open to all high schools and youth groups. It is subsidized through CDBA membership, fundraising and race proceeds. CDBA membership fees are waived to achieve CDBA's mission and objectives. Youth participants are required to respect and abide by the Youth Paddlers' Code of Conduct.

6. WHEN DOES A PADDLER'S LIABILITY INSURANCE BEGIN AND END?

All participants must sign a Liability Release and Waiver Agreement form before stepping into a boat. Generally coverage duration and the waivers are in the same calendar year from January 1 through December 31. It begins when the paddler signs the waiver and ends on December 31 of that year.

7. DO FIRST TIME PARTICIPANTS HAVE LIABILITY INSURANCE COVERAGE WHEN THEY ARE TRYING OUT THE SPORT?

Yes, each participant **must** sign a paper or electronic waiver form before stepping into the boat to be covered. The three (3) practice rule is a CDBA policy that allows participants to try out the sport. By the fourth (4th) practice, the participant pays his/her CDBA membership dues to access the boats, equipment, practice sites, coaching staff and cover operation and administrative expenses for endorsed CDBA races and activities.

A Club coach and/or his/her designee is responsible for team member compliance. In the event of an occurrence, each case is reviewed and risk may or may not be shared.

8. WHO PROVIDES CDBA WITH CLUB LIABILITY INSURANCE COVERAGE?

CDBA purchases liability insurance coverage under a master group policy held by the US Dragon Boat Federation. The insurance carriers are A.M. Best A+ admitted insurance carriers.

9. WHAT INSURANCE COVERAGES DOES CDBA HAVE?

CDBA has Comprehensive General Liability Insurance. This coverage provides primary general liability coverage for CDBA members and volunteers with respect to claims arising out of an official CDBA activity with the exception that the coverage is excess over any insurance that may be available to the volunteer for loss arising from the ownership, maintenance, or use of a motor vehicle or watercraft. This insurance is available only while the vehicle or watercraft is actually being used by a CDBA member and volunteer for a CDBA purpose. Coverage limit is \$2 million per occurrence with no general aggregate and includes a separate participant accident/medical policy.

The participant accident/medical insurance provided to CDBA members and volunteers through the CDBA insurance program is excess over any other personal health insurance the members and volunteers have, except where the recipient is covered by medicare/medicaid. The non-owned/hired auto liability portion of coverage is also

secondary to the vehicle owners personal auto policy, except if the vehicle is rented/leased from an auto hire company.

10. ARE INDIVIDUALS COVERED FOR EXPENSES INCURRED IF A LAWSUIT IS BROUGHT AGAINST THEM?

The general liability policy **does not** provide indemnification or defense coverage to those individuals who commit intentional and/or criminal acts such as gross negligence, child abuse and neglect. The CDBA does not have an insurance policy that provides or compensates for defense for situations involving allegations of intentional and/or criminal acts.

In summary, CDBA has general liability insurance that protects CDBA year round for on and off water activities including but not limited to: CDBA endorsed/sponsored training sessions, practices, CDBA days, picnics, BBQs, banquets, fundraisers, demonstrations, promotional and recruiting activities, loading/unloading boats, storage and mooring of boat and equipment. Exclusions are non-CDBA sponsored festivals/racing/clinic events, liquor liability (sales of liquor). For example, during a scheduled practice, a CDBA crew crashes a boat into the dock and hurts a fisherman who is on the sidelines. The general liability covers everything for our “regular activities” related to CDBA regular operations including the fisherman.

Following is an example of when an incident is subject to investigation and general liability coverage may not apply. A team goes out on the water but is NOT on the Master Practice Scheduler in accordance to CDBA policy regarding team practice at its practice sites. In the event there is an injury and/or property damage, all paddlers on the crew assume risk and may share in the risk in the event. CDBA may or may not share risk as the second party. Another example, CDBA liability policy does not provide coverage for individual club team activities (e.g. Wanna Be Dragons host a fundraiser for its team race fees. The team event was not endorsed/sponsored by CDBA nor does the fundraiser benefit CDBA mission.

11. DOES THE INSURANCE POLICY COVER EQUIPMENT?

Yes, CDBA does have boat and equipment insurance which covers its fleet of boats and trailers. There is a \$500.00 deductible. If there is damage to equipment such as PFDs and paddles, the cost may not be worth filing an insurance claim.

12. DO CDBA BOARD OF DIRECTORS HAVE COVERAGE?

Yes, CDBA does have D&O (Directors & Officers Liability) insurance. This coverage protects the personal interests of the directors and officers of CDBA in the event of a lawsuit for an actual or alleged wrongful act in connection with management whereby the accuser believes he/she has been financially affected based on decisions made by one or more of the directors or officers of the association. This coverage does not cover regular CDBA members or volunteers.

13. WHAT ABOUT NEGLIGENCE AND OTHER LIABILITY TERMS THAT I SHOULD KNOW?

The General Liability coverage protects the interests of CDBA and its members and volunteers if a lawsuit is brought against any member and volunteer or the organization for alleged negligence relating to bodily injury or property damage of others for any peril identified in the policy.

Liability Terms include:

Duty of Care is a standard of behavior required in a particular circumstance. The standard is to use the level of care that a reasonably prudent person would exercise in a similar situation.

Reasonable care is the standard of care that a reasonably prudent person would exercise in a similar circumstance.

Negligence is defined as failure to use the standard of care that a reasonably prudent person would exercise in a similar circumstance.

Undue harm is an injury too great to be reasonable or acceptable.

14. HOW DO I STAY PROTECTED UNDER CDBA'S INSURANCE POLICY?

As a condition of membership to CDBA and a requirement of the insurance carrier every member, prospective member or volunteer of CDBA must acknowledge "**assumption of risk**" on what CDBA calls the **Liability Release and Waiver Agreement** form and sign it before they can participate in any activity.

15. WHAT DOES THE LIABILITY RELEASE AND WAIVER AGREEMENT MEAN?

The person signing the waiver is waiving his/her right to sue CDBA or other members, acknowledging that he/she is fully aware of the possible dangers of participating in the sport and acknowledging that he/she is fit and able to participate in all activities. According to law, CDBA is required to keep the waivers on file for 7 years.

CDBA endorses the International Dragon Boat Federation (IDBF) recommendation that the following Participation Notice be given to all dragon boat participants to draw their attention to the fact that dragon boating is a risk water sport even though **statistically** the risk is very slight.

The Participation Notice reads as follows:

"Dragon Boating is an 'Assumes Risk Water Contact Sport' that may carry attendant risks. Participants should be aware of and accept these risks; be responsible for their own actions and involvement; and fully understand that they have a duty of care towards other participants in the sport."

16. ARE RACES COVERED UNDER THE POLICY AS WELL?

CDBA also applies for event insurance for all CDBA races since races do not constitute part of our “regular activities” such as holding practices. CDBA buys what is effectively general liability for race days. The equipment insurance still holds for race days.

For race day, CDBA also purchases “excess medical insurance” for the paddlers and volunteers (e.g. if a volunteer gets hurt and does not have insurance coverage, or his/her coverage is not adequate to cover their injury, the excess medical insurance will kick in and help pay for the treatment of his/her injury). This “excess medical insurance” is basically a CDBA benefit for its members and volunteers in case they need it, since the waivers technically cover CDBA from liability.

17. DOES CDBA HAVE AUTOMOBILE LIABILITY FOR BOAT TOWING AND WHAT DOES IT COVER?

CDBA has \$1 million of non-owned/hired auto liability coverage. However, this is excess to all personal automobile insurance policies of the vehicle owner.

There is no rider or coverage that can be purchased to cover primary usage of a personal auto of a CDBA member to tow trailers/boats. This policy will kick in if the limits on the personal auto policy are exceeded. It does not cover physical damage to the vehicle.

According to USDBF most clubs who own boats share a similar issue of not being able to purchase a rider or coverage for primary usage of the personal auto of its club member to tow trailers/boats. The automobile liability law is basically the same in most states including California.

18. WHO IS RESPONSIBLE WHEN TOWING CDBA BOATS?

The owner of the vehicle towing the boat is primarily responsible for damages/liability in an at fault accident. HOWEVER, there are circumstances in which CDBA & boat policy would probably pay. If the operator was not at fault and the boat appeared to break loose from the trailer, fall off during transit and cause an accident then the boat and liability policies would come into play, but this would be determined at the time of the loss by the insurance adjusters who would determine which policy/policies to claim against. If the accident were the fault of the CDBA volunteer driver, then the driver’s auto policy would cover all damages and liability.

If another vehicle hit the vehicle towing the boat, that vehicle’s owner auto policy would pay all damages and liability.

Where there are more than one insurance policies on vehicles/trailers/boats the insurance carriers may decide on the allocation of costs. There really is no black and white answer to boat towing liability.

19. DOES A SIGNED WAIVER PROTECT ME AS A VOLUNTEER AND YOUTH COACH?

No. Recreation providers in California may be held liable for gross negligence regardless of the wording on liability waivers signed by participants or their parents, the California Supreme court rule 6-1, July 2007.

The ruling means that despite the wording on waivers parents routinely sign to permit their children to participate in sports and other activities, the providers can be held liable if an accident was caused by gross rather than ordinary negligence.

Ordinary negligence is the failure to provide care that any reasonable person would know was required. Gross negligence is defined as “want of even scant care” or “an extreme departure from the ordinary standard of conduct.”

20. HOW YOUNG CAN A PADDLER BE TO PADDLE, IS THERE AN AGE LIMITATION ON CDBA POLICY?

There is no age limit by the insurance carrier- if the child is 17 or under, a parent/guardian must sign a waiver **and** the minor must wear an age appropriate and fitted personal life vest.

CDBA’s Youth After School dragon boat program is oriented to youths who are 14 years old and older and in high school. Exceptions may be made case by case due to extenuating circumstance. A request is made to the CDBA Board President for review and approval.

21. AM I COVERED IF I TAKE A YOUTH CREW TO A NON-ENDORSED/NON-SPONSORED CDBA RACE EVENT?

The event holder carries its own liability which requires race participants to sign its waivers.

According to the CDBA insurance carrier if the coach and volunteers are accompanying a team **not** sponsored by CDBA they assume liability themselves. If they are accompanying a team sponsored by CDBA then the volunteers and coaches are acting in a capacity on behalf of CDBA and are covered under the general liability policy. If one of the team members is injured and the parents sued the coaches/volunteers, the general liability policy will pay for defense and settlements. This can occur even if the youths have signed a waiver. Coaches and volunteers do not need any other coverage as long as they are representing CDBA while accompanying the youth teams.

22. IS THERE COVERAGE FOR TRANSPORTATION TO AND FROM PRACTICES?

Individual and group travel to and from practices and race events are **NOT** covered by CDBA policy.

23. IS THERE COVERAGE FOR PARENTS, SIBLINGS OR OTHER GUESTS WHO HELP OUT AT A YOUTH TEAM TENT?

The plan does **not** cover parents, siblings, or other guests. Generally these supporters are focused on the activities of the youth participant and youth crew which are not CDBA activities by definition. This also applies to adult crew members' spouse, family members or other guests volunteering at an adult team tent.

24. WHAT'S THE BIG DEAL WITH SIGNING WAIVERS BEFORE GETTING ON THE BOAT?

It is a requirement of the insurance carrier. Anyone performing the roles of coach, captain, steersperson, team manager and drummer is required to sign a waiver before he/she steps into a boat. The coach/captain and/or his/her designee assumes and shares responsibility in the event of an incident without a signed waiver on file.

25. ARE ELECTRONIC SIGNATURES ACCEPTABLE ON-LINE?

Yes, electronic signatures are acceptable if participants register online. As long as the full waiver is posted and a box that the participant clicks in and stating "I have read and agree to the terms of the waiver" is inserted.

26. WHY CAN'T CDBA HAVE 1 WAIVER FORM FOR EVERYONE'S SIGNATURE?

CDBA has chosen to follow the best practice recommendation that each member signs his/her own waiver which includes the person's full name, address, signature and date signed. If the person is 17 years old and younger, a parent/legal guardian must sign the waiver, insert the name of the participant, and name/contact details/date of the parent/guardian.

27. WHY IS PROOF OF A PERSONAL HEALTH REVIEW NOT REQUIRED OF ALL PARTICIPANTS AS EVIDENCE OF FITNESS FOR PADDLING?

CDBA does not have a policy requiring proof of a personal health review for its adult members and youth participants.

The Participation Notice addresses this subject as part of the CDBA's Liability Release and Waiver Agreement, 1. Assumption of Risk. It reads: "I represent that I am physically sound and have medical approval to participate in California Dragon Boat Association (the "CDBA"), United States Dragon Boat Federation (the USDBF), and Self-Help for the Elderly ("SHE") dragon boat related events, tournament, and practices, and related association events (the Activities)". I have recently sought and received a medical examination that determined that it is safe for me to participate in the extreme physical exertion involved in the Activities. I will obtain such a medical examination each year before participating in the Activities (or after showing any symptoms that might call into question the adequacy of my health to participate in the Activities). If I violate the requirement of the CDBA, USDBF and Self-Help that I have such medical examinations prior to my participation in the Activities each year, I shall assume the risk of my medical condition not being adequate to participate in the activities. I shall promptly notify CDBA, USDBF and Self-Help in writing of any changes in my health that might call into question the appropriateness of me continuing to participate in the Activities.

I VOLUNTARILY AND FREELY CHOOSE TO ASSUME ALL RISKS AND DANGERS, including the risk of injury or death that may be associated with, or result from, my participation in the Activities.

28. ARE CDBA COACHES AND VOLUNTEERS MANDATED REPORTERS OF CHILD ABUSE?

Not necessarily. According to Penal Code 11165.7(b) "...volunteers of public or private organizations whose duties require direct contact with and supervision of minors are not mandated reporters but are encouraged to obtain training in the identification and reporting of child abuse and neglect and are further encouraged to report known or suspected instances of child abuse or neglect" to the appropriate agency.

California law requires employees of a public or private youth-serving organization to report known or reasonably suspected child abuse. Mandated reporters include, but are not limited to: clergy members, child care providers, educators, law enforcement, medical professionals, mental health professionals. A complete list of mandated reporters is provided in the California Penal Code (PC) section 11165.7.

CDBA coaches and volunteers are from all walks of life. Some may be mandated reporters in their professional capacities. Penal Code 11166, section (a) states that "a mandated reporter shall make a report...whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child abuse or neglect." Section (c) further clarifies that "any other person" who suspects abuse may make a report, and defines "any other person" to include a mandated reporter who acts in his or her private capacity and not in his or her professional capacity or within the scope of his or her employment." However, mandated reporters in these circumstances are strongly encouraged to report known or suspected instances of child abuse or neglect to the appropriate agency.

29. WHAT DO I DO IF I SUSPECT ONE OF MY YOUTH IS BEING ABUSED AT HOME?

If evidence of child abuse or neglect has surfaced or an allegation has been made, a formal report is required to be made to CDBA representatives **and** to the proper authorities according to CDBA policies. Refer to CDBA's Reporting Process in the Youth Protection Guide.

30. DO I HAVE TO BE CPR CERTIFIED TO COACH, STEER OR DRUM A TEAM?

CDBA encourages its volunteers coaches and those performing support roles to be CPR certified. CDBA hosts CPR classes free of charge for its members 2-4 times a year. A list of CPR classes and resources is also listed in the Youth Protection Guide.

31. DO I HAVE TO DO CPR IF I'M CPR CERTIFIED?

Some folks are reluctant to get CPR certified because they believe they could be sued if someone collapses near them and they don't do CPR.

In 49 states which includes California, the answer is no. This has more to do with Good Samaritan laws than CPR certification.

California Good Samaritan Laws, California Codes, Health and Safety Code 1799.102 states "No person who in good faith, and not for compensation, renders emergency care at the scene of an emergency shall be liable for any civil damages resulting from any acts or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered."

In other words, the decision to help is entirely up to the would-be rescuer. He/She can choose to help the victim or not, and nothing will happen. Of course, rescuers who are part of an organized ambulance agency, fire department, law enforcement organization or rescue squad have what is known as a duty to act and are usually bound to provide help.