

SPECIAL OLYMPICS HEALTH PROGRAMS INSURANCE AND HOLD HARMLESS AGREEMENT EXPLANATION

The use of this agreement is a risk management method that Special Olympics has put in place to prevent Special Olympics and its volunteers from suffering financial damage for an incident that they did not cause. The policy covers volunteer health professionals and supervised students providing non-invasive examinations, treatments and educational material to athletes while acting in their professional capacities solely on behalf of Special Olympics as Special Olympics registered volunteers at Healthy Athletes, Healthy Communities or other Special Olympics health program events. The following summary provides an overview of the hold harmless agreement and insurance and licensing requirements:

Protection for Special Olympics:

If a volunteer does something in his or her professional capacity that causes Special Olympics to be sued, there are three potential scenarios that would apply:

- If the volunteer has malpractice coverage that applies while volunteering and the policy includes coverage for contractual liability, then the volunteer's personal malpractice coverage would respond on behalf of the individual **and** Special Olympics. In this case, the Special Olympics' medical malpractice policy would come into play only if the limits were exhausted under the volunteer's malpractice policy.
- If the volunteer has malpractice coverage but it does not include contractual liability, the volunteer's personal malpractice coverage would respond on behalf of the volunteer on a primary basis. Special Olympics medical malpractice coverage would apply on behalf of Special Olympics on a primary basis and on behalf of the volunteer on an excess basis.
- If the volunteer does not have medical malpractice coverage, Special Olympics medical malpractice coverage would apply on a primary basis on behalf of Special Olympics and the volunteer.

Protection for Volunteer:

If Special Olympics does something to cause a volunteer to be brought into a lawsuit that is not related to the provision of medical services (for example, an athlete slips on a wet floor in a health venue and sues a volunteer), Special Olympics general liability policy would pay for defense costs and any damages on behalf of the volunteer.

Special Olympics Medical Malpractice Coverage:

The Special Olympics medical malpractice policy provides coverage for registered volunteers of Special Olympics, including supervised students, while acting in their professional capacity in compliance with Special Olympics procedures.

Limit of Liability: \$1,000,000 each claim/\$3,000,000 policy aggregate

Notes:

- Coverage is excess over any other valid collectible insurance.
- Professionals licensed in a different state and students must be supervised by a professional licensed in the state where the Special Olympics health activity is taking place.
- Coverage applies only for services and activities taking place inside the United States.
- **Liability and legal requirements for volunteer health care providers at events outside of the United States are dictated by the laws of that country, province, state, etc. To protect both the health care providers and Special Olympics, however, health providers at events outside the United States also MUST sign the hold harmless agreement prior to participating in a screening.**

Licensing Requirement:

Special Olympics requires that all health care professional volunteers are appropriately licensed (or subject to an exemption under local law) in the jurisdiction in which they are volunteering. Any exceptions to the licensing requirement must be reviewed and approved by the local clinical director, and Special Olympics health programs department must be consulted before an exception is granted.

Signed Hold Harmless Agreement: U.S. Programs should keep signed hold harmless agreements on file (electronically or hard copy) for at least a period of time consistent with the state's statute of limitations.

HOLD HARMLESS AGREEMENT FOR VOLUNTEER HEALTHCARE PROFESSIONALS

The individual(s) listed below shall defend, hold harmless and indemnify Special Olympics, Inc., and its local Programs, and each organization's directors, officers, agents, employees and volunteers from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages that are caused by or that are a result from the negligent or intentional acts or omissions by the person or entity named below who provides services as provided as part of Healthy Athletes, Healthy Communities, or any other Special Olympics health program.

Special Olympics, Inc. and/or its local Program shall defend, hold harmless and indemnify the individual(s) listed below against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages that are caused by or that are a result of the negligent or intentional acts or omissions of Special Olympics, Inc. and/or its local Programs, and each organization's directors, officers, agents, employees, and volunteers with regard to Healthy Athletes, Healthy Communities, or any other Special Olympics health program.

SPECIAL OLYMPICS PROGRAM SIGNATURE AND EVENT INFORMATION:

Event Name/Description	Special Olympics Program	Event Date
SO Program Representative Name, Title (Print)	Signature	Signature Date

VOLUNTEER/AGENT FOR ORGANIZATION SIGNATURES:

Name (Print)	Do you have a valid license to practice in the jurisdiction in which services will be delivered?	Are you a student or resident or licensed in a different jurisdiction?	Do you have malpractice insurance?	Signature	Date
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		
	Yes No	Yes No	Yes No		

If you have more than 14 clinical volunteers, make multiple copies of this page so all volunteers can sign.