



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 Healthy Athletes volunteers from suffering financial damage for an incident that they did not cause. The policy covers volunteer medical professionals, including Dentists (DDS, DMD), Doctors of Medicine and Osteopathy (MD, DO), Optometrists (OD), Podiatrists, physical therapists, Audiologists, Physicians Assistants, Nurse Practitioners, and supervised students providing non-invasive screening and educational material to athletes while acting in their professional capacities solely on behalf of Special Olympics as Special Olympics registered volunteers in the United States. 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 individual has malpractice coverage that applies while volunteering and the policy includes coverage for contractual liability, then the individual'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 individual malpractice policy.
- If the individual has medical malpractice coverage but it does not include contractual liability, the individual's personal malpractice coverage would respond on behalf of the individual 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 individual on an excess basis.
- If the individual does not have medical malpractice coverage, Special Olympics medical malpractice coverage would apply on a primary basis on behalf of Special Olympics and the individual.

Protection for Volunteer:

If Special Olympics does something to cause a Healthy Athletes 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 the Healthy Athletes venue and sues a Healthy Athletes volunteer), Special Olympics general liability policy would pay for defense costs and any damages on behalf of the Healthy Athletes 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 Healthy Athletes and/or MedFest procedures.

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

Notes:

- Coverage is excess over any other valid collectible insurance
- Students must be supervised by a licensed medical professional
- Coverage applies only for screenings 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 Healthy Athletes volunteers are appropriately licensed (or subject to an exemption under State law) in the state in which they are volunteering. Any exceptions to the licensing requirement must be reviewed and approved by the local clinical director, and Special Olympics Healthy Athletes 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

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 screening services as provided as part of the Special Olympics Healthy Athletes 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 the Special Olympics Healthy Athletes program.

SPECIAL OLYMPICS PROGRAM SIGNATURE AND EVENT INFORMATION:

 SO Program Rep Signature Program Name Event Date(s) Current Date

VOLUNTEER/AGENT FOR ORGANIZATION SIGNATURES:

Printed Name	Signature	Check if you <u>DO NOT</u> have malpractice Insurance	Check if you are a Clinical/ Medical <u>STUDENT</u>	Do you <u>HAVE A VALID</u> <u>LICENSE</u> to practice in State in which services are being delivered?	Current Date
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
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