



## 2021 EQUINE PROFESSIONAL APPLICATION for COACHES / INSTRUCTORS / TRAINERS

### ( BE A MEMBER & RENEW EARLY – COACH INSURANCE EXPIRES JANUARY 1<sup>st</sup> EACH YEAR )

Membership in your Provincial Equine Association (PTSO) enables you to apply for low cost broad coverage insurance for approved coaching, instruction or training activities.

CapriCMW Insurance is the official insurance broker of most Equine Associations in Canada.

**Questions about this Insurance Program must be directed to CapriCMW.**

- This program is for **COACHES, INSTRUCTORS OR TRAINERS** who are members in good standing of their Provincial Equine Association and has reached the age of majority with either a minimum of 5 years riding experience or are certified by an approved authority.
  - Coverage is extended to insure assistant instructors who are at least 16 years of age with a minimum of 3 years riding experience provided they are operating under the direction of an insured Coach meeting the above qualifications.
  - Individuals or Corporate Entities under Contract to you are not insured.
  - The Insurance price starts at only \$350. and provides:
    - \$ 10,000. on owned Property other than buildings (higher limits available)
    - \$ 50,000. per Horse, \$250,000. per incident/aggregate if liable for horses of others in your custody
    - \$ 1,000,000. on Tenant Legal Liability on responsibility for rented premises
    - \$ 5,000,000. on Coach/Instructor/Trainer Liability including Injury to Participants
  - Crime coverage as follows:
    - \$ 10,000. Employee Dishonesty – Form A
    - \$ 2,500. Broad Form Money & Securities
    - \$ 2,500. Money Orders and Counterfeit Paper Currency
    - \$ 2,500. Depositors Forgery
  - In addition to coaching, instruction and training, the insurance includes the following:
    - School horses
    - Breeding
    - Clinics arranged or hosted
    - Transportation of horses belonging to other people
    - Training of horses (excluding pari-mutuel racing)
    - Schooling Shows for students
- Coverage for Boarding may be added. Refer to the Application.
- Commercial activities not mentioned above are **EXCLUDED** under this program. We will be pleased to arrange coverage for non-qualifying operations under other programs we administer. Please call our office for assistance.

NOTE: Effective January 1, 2021 the policy now includes a Communicable Disease Exclusion.

**For lower cost "Certified" insurance rate you must be both "certified" and "current"**  
**Coverage is not effective until both the completed, signed & dated Application and the payment are received.**

Attached is an 'example' of an Acknowledgement of Risk and Release of Liability Form. We strongly urge you to have this or a similar form signed by every one of your clients and keep on file as a matter of prudent risk management.

#### Optional Coverage:

1. Higher limits are available for Non-Owned Horses in your care, custody or control. Refer to the Application.

#### Other benefits also available are:

1. **Equi-Care** for horse mortality / medical / surgical
2. **Commercial Equine Liability** for high risk activities.
3. **Horse & Livestock Trailers (Physical Damage)**
4. **Weekly Accident Indemnity**

#### Coverage Enhancements:

1. Coverage automatically includes Professional Liability (Claims Made) with a \$100,000 limit per claim / \$100,000 annual aggregate.
2. Coaches as incorporated entities with a maximum of 2 employed Coaches is available as an option. Please contact our office if you are other than a sole proprietor.
3. Coverage is included if you have a Booth/Kiosk at Trade Shows, Fairs, Exhibitions for the promotion of your business.

#### IF YOU HAVE ANY QUESTIONS PLEASE CONTACT:

##### WESTERN PROVINCES & TERRITORIES:

100 – 1500 HARDY STREET, KELOWNA, BC V1Y 8H2  
Phone Toll Free 1-800-670-1877 Fax 1-888-822-6115  
Website: [www.capricmw.ca/horse](http://www.capricmw.ca/horse) Email: [agri@capricmw.ca](mailto:agri@capricmw.ca)

##### PROVINCES ONTARIO EASTWARD:

15221 YONGE STREET, AURORA, ON L4G 1L8  
Phone Toll Free: 1-888-394-3330 Fax: 1-888-822-6115  
Website: [www.capricmw.ca/horse](http://www.capricmw.ca/horse) Email: [forms@equicare.ca](mailto:forms@equicare.ca)



## 2021 EQUINE PROFESSIONAL APPLICATION for COACHES / INSTRUCTORS / TRAINERS

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Name of Applicant (must be an individual):

Operating as a: ☐ Sole Proprietor ☐ Joint Venture ☐ Limited Company ☐ Incorporated

**If other than a Sole Proprietor, contact our office**

Address:

City:

Prov:

Postal Code:

Home #:

Cell #:

Email:

Web  
Site:

**\*\* IMPORTANT – Provincial Equine Association Membership (PTSO) is required in order for insurance to be valid \*\***

I am Current and a Member: ☐ Yes ☐ No

**MEMBERSHIP #:**

Are you a current EC  
Licensed Coach?

☐ Yes ☐ No

Disciplines you coach/instruct:

Gross Annual Coaching / Instructing / Training Revenue:

\$

Date of birth (mm/dd/yyyy):

Number of years riding experience:

Are all of your students a Member of their Provincial Equine Association? (PTSO) ☐ Yes ☐ No

Are you required by Contract / Agreement to add someone as Additional Insured? If so, provide their full name and address and reason (i.e. Landlord) they are being added (If more than 2 additional insured's, please use separate page).

**NOTE: Unable to add Additional Insured's with USA mailing address**

Legal Name:

Reason:

Mailing Address:

Legal Name:

Reason:

Mailing Address:

Do you use a Waiver?

☐ Yes ☐ No

Attached is an 'example' of an Acknowledgement of Risk and Release of Liability Form. We strongly urge you to have this or a similar form signed by every one of your clients and keep on file as a matter of prudent risk management.

Do you have any operations or activities in the USA? ☐ Yes ☐ No If yes, describe (use separate page if needed):

Claims: Provide details of all insurance claims during the past 5 years (under this program only)

☐ None OR

**DATE OF LOSS**

**DESCRIPTION**

**AMOUNT PAID**

\$

\$

### PREMIUM PAYMENT

- NOTE**
- Payment is required in order to make coverage effective.
  - Cheque must be payable to CapriCMW Insurance Services Ltd.
  - If you want to pay by Credit Card please contact our office.



## 2021 EQUINE PROFESSIONAL APPLICATION for COACHES / INSTRUCTORS / TRAINERS

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### PREMIUM CALCULATION

<b>Base Premium</b>				\$ 350
I am Current <b>"and"</b> Certified by one of the following: <input type="checkbox"/> NCCP <input type="checkbox"/> BHS <input type="checkbox"/> CANTRA <input type="checkbox"/> CHA <input type="checkbox"/> CVA <input type="checkbox"/> Canadian Pony Club (Level B2 or higher only) <input type="checkbox"/> Other-specify: _____ <input type="checkbox"/> NONE OF THE ABOVE				\$
Level of Accreditation: _____		How long have you been certified? _____ years		
<b>Do you (check all that apply):</b>				
Transport Non-Owned Horses?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Revenue	\$	
Lease Horses to Others?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Revenue	\$	
Train Non-Owned Horses?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Maximum value per Non-Owned Horse is:	\$	
<b>\$50,000 maximum per non-owned animal &amp; \$250,000 maximum any one occurrence/annual aggregate</b>				Included
• Increase to	<input type="checkbox"/> \$50,000 per animal & \$500,000 per occurrence & aggregate	Add \$150	\$	
• Increase to	<input type="checkbox"/> \$100,000 per animal & \$1,000,000 per occurrence & aggregate	Add \$250	\$	
• Increase to	<input type="checkbox"/> \$250,000 per animal & \$1,000,000 / occurrence & aggregate	Add \$350	\$	
Do you Board Non-Owned Horses? <input type="checkbox"/> Yes <input type="checkbox"/> No		If 'yes' please select one of the following:		
1. Boarding up to 10 horses belonging to others		Add \$275	\$	
2. Boarding of 11 to 15 horses belonging to others		Add \$425	\$	
3. Boarding of 16 or more horses belonging to others (\$15 per horse)		_____ x \$15 + \$425	\$	
Do you have current First Aid/CPR?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If "no" add \$150	\$
Do you Officiate (Judge/Steward)?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If 'yes' add \$100	\$
Do you provide Equine First Aid Instruction?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If 'yes' add \$250	\$
Do you rent your property to third parties for equine shows or competitions or to other equine coaches? Any other rental activities are not insured. Revenue: \$_____ (maximum revenue is \$25,000)		<input type="checkbox"/> Yes <input type="checkbox"/> No	If 'yes' add \$100	\$
<b>*NOTE: Third party renting your property must carry \$5,000,000 Limit*</b>				
If other than a sole proprietor, we can include a maximum of 2 employees under your policy. If the Applicant is EC Licensed, Coach employee(s) are NOT insured by this policy. • <b>Coach Supplement is required. Please contact our office.</b>			Add \$200	\$
Do you have overnight Camps?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If 'yes' add \$200	\$
• <b>If 'yes' please contact our office for a Camp Application</b>				
Do you organize Shows/Competitions that include participants who are <b>NOT</b> my students? <input type="checkbox"/> Yes <input type="checkbox"/> No				
• If 'yes' indicate how many days of the year are involved (cost is \$150/day):		_____ x \$150/day		\$
• List the date(s) of all Shows/Competitions:				
Coach Tack: \$10,000 base limit; \$500 deductible; Replacement Cost		<input type="checkbox"/> Yes <input type="checkbox"/> No	Add \$60	\$
• Increased Tack limit (maximum increase to \$15,000)		\$_____ @ \$4.10/\$100	\$	
Do you have any other Equine activities not shown above? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If 'yes', describe:		Annual Revenue:		\$
NOTE: If policy is cancelled, the Minimum Retained Premium is \$300 or 50% of the total premium, whichever is greater.		TOTAL PREMIUM		\$
		ADD PST IF APPLICABLE		\$
		(AB = 0% / BC = 0% / MB = 7% / NB = 0% / NL = 15% / NS = 0% / NT = 0% / ON = 8% / PE = 0% / SK = 6% / YT = 0%)		
		TOTAL INCLUDING PST		\$
Applicant Signature: _____		Date Signed: _____		

**\*COVERAGE FOR MOUNTED ARCHERY AND MOUNTED SHOOTING IS NOT AVAILABLE UNDER THIS PROGRAM AT THIS TIME\***  
SUBMIT FORM BY EMAIL

- Q1. Why do I need insurance if I use a waiver?
- A1. Waivers (more commonly now referred to as Release and Acknowledgments) are a good idea and if they are legally sound they can go a long way to reduce your loss in the event of a law suit. Use of a release form is strongly encouraged as a Risk Management measure. They contribute to the lower cost of insurance by avoiding and reducing losses. Visit the equine section of our website to access risk management information on this and other related topics at [www.capricmw.ca/equine](http://www.capricmw.ca/equine).
- Q2. Can I insure my assistant coaches under this policy?
- A2. Yes. Student coaches, assistant coaches or people involved in a coach mentoring program are all treated the same way by your policy. These people are automatically covered under your policy but are subject to certain requirements. They must be 16 years of age or older with a minimum of 3 years riding experience and must be operating under your direction. If they act outside your direction during a coaching session, there is no coverage.
- Q3. Do I have to purchase extra coverage if I lease a facility year round for my coaching/instructing/training activities?
- A3. No. The coaches policy covers you during your coaching activities and if you own or lease premises year round.
- Q4. I do not own any school horses but sometimes I arrange for horses to be available to my students that are owned by someone else. The horses may or may not be insured by their owner. Am I covered for this?
- A4. Yes. Under the law, your responsibility is the same when you make arrangements for a school horse and when you actually provide the school horse.
- Q5. Why should my clients/students obtain membership in their Provincial Equine Association?
- A5. We strongly recommend that all equine industry participants maintain membership in their Provincial Equine Association to take advantage of the many membership benefits, including insurance. Several reasons why your clients/students should consider insurance include:
- Accident Insurance is readily available and will protect your clients/students in the unlikely event that they suffer an injury while participating in your lesson program. Parents will be keenly interested in protecting their children but this is a good idea for everyone.
  - Some of your clients/students will either own/lease or borrow a horse from you or someone else. Therefore, Liability insurance for them will potentially become very important. The sooner they become aware of their risk exposures the better.
  - This coverage, and much more, are available to your clients/students by joining their Provincial Equine Association.
- Q6. Are barn staff hired under Contract covered by my coaching insurance policy?
- A6. No. If barn staff are independent contractors (not registered with Canada Revenue Agency as employees of your business), they are not covered by your policy. We are pleased to offer these independent equine professionals a separate policy designed specifically for grooms. Please contact our office.
- Q7. Are commercial equine operations insured under this policy?
- A7. The intent of this policy is to, first, insure your coaching and instruction activities. The following may be accommodated under the Policy:
- Boarding of an equine
  - Equine Shows or Competitions
  - Clinics
  - School Horses (owned, leased or owned)
  - Training of Horses
- Q8. I have heard that equine coaches across Canada from all disciplines are being offered the opportunity to obtain a License. What is this and why should I consider it?
- A8. Your Provincial / Territorial Equine Organization (PTSO) in collaboration with the National Sports Organization (NSO) are moving forward with the implementation of Federal Government guidelines to protect athletes in all sports, including equine from harassment and abuse. The License carries with it several benefits, not the least of which is an insurance component provided by CapriCMW. We strongly urge you to visit your PTSO website for more information. "It's Time" has been created as the catch phrase for licensing all coaches in Canada and we are in full support of this important work.
- Q9. Does my 2021 policy cover me for liability claims arising from COVID-19 or other communicable disease?
- A9. No. Effective January 1, 2021 Underwriters at Lloyd's of London have embedded a specific exclusion in the wording related to this. The Exclusion and response to the pandemic is consistent with what we are seeing from Insurers around the world

# ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

(AR-0103)

For Participants Over the Age of Majority in the Province or Territory in which the Equine Activities are Provided by the Host

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!**

## Every Person Must Read and Understand this Waiver Before Participating in Equine Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant) with and for the benefit of:

\_\_\_\_\_, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to, competitions, tournaments organized and/or operated by the "Host" or riding instruction, coaching and training provided by the "Host" to the Participant.

### Initial Each Item below after Reading and Understanding each item:

1. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:
  - (a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects;
  - (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects;
  - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.
  - (d) the potential of natural or man-made hazards being present that can cause me harm, including communicable disease.
2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, sickness, disease, medical payments, death, property damage or loss resulting from my participation in "Equine Activities".
3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Equine Activities".
4. In addition to consideration given to the "Host" for my participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:
  - (a) to waive all claims that I have or may have in the future against the "Host";
  - (b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my participation in the equine activity due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
  - (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in "Equine Activities".
5. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host".
6. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and it is binding on myself and my "Legal Representatives".
7. I confirm that I have reached the age of majority in the province in which I am participating in "Equine Activities".

### Please Print Clearly

Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Tel # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal \_\_\_\_\_

\_\_\_\_\_  
(Signature of Participant)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Print Name of "Host" Witness to Signing and Initialing)

\_\_\_\_\_  
(Signature of "Host" Witness)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

# ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

(AR-0103)

For Participants Under the Age of Majority in the Province or Territory in which the Equine Activities are Provided by the Host

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!**

## The Parent/Guardian Must Read and Understand this Waiver Prior to Infant Participating in Equine Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me on behalf of the Infant Participant named below with and for the benefit of: \_\_\_\_\_

\_\_\_\_\_, its directors, officers, employees, volunteers, business operators, agents, and site property owners or lessees (the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to riding instruction, coaching and training provided by the "Host" to the Infant Participant.

### Initial Each Item below after Reading and Understanding each item:

- \_\_\_\_ 1. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.
- \_\_\_\_ 2. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:
  - (a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects;
  - (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects; and
  - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.
  - (d) the potential of natural or man-made hazards being present that can cause me harm, including communicable disease
- \_\_\_\_ 3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, sickness, disease, medical payments, death, property damage or loss resulting from the Infant Participant's participation in "Equine Activities".
- \_\_\_\_ 4. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant's participation in "Equine Activities".
- \_\_\_\_ 5. In addition to consideration given to the "Host" for the Infant Participant's participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:
  - (a) to waive all claims that the Infant Participant has or may have in the future against the "Host";
  - (b) to release and forever discharge the "Host" from all liability for personal injury, death, property damage, or loss that I, the Infant Participant, or our "Legal Representatives" might suffer as a result of the Infant Participant's participation in "Equine Activities" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
  - (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Infant's participation in "Equine Activities".
- \_\_\_\_ 6. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host".
- \_\_\_\_ 7. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the "Host", myself as Parent/Guardian, and the Infant Participant, and it is binding on myself, the Infant Participant and our "Legal Representatives".

### Please Print Clearly

Infant Participant's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Tel # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal \_\_\_\_\_

\_\_\_\_ Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Signature of Parent/Guardian of Infant Participant)

\_\_\_\_  
(Print Name of "Host" Witness to Signing and Initialing)

\_\_\_\_  
(Signature of "Host" Witness)