



Kappa Kappa Psi/Tau Beta Sigma
National Honorary Band
Fraternity & Sorority

2017 - 2018 Insurance & Claims Manual

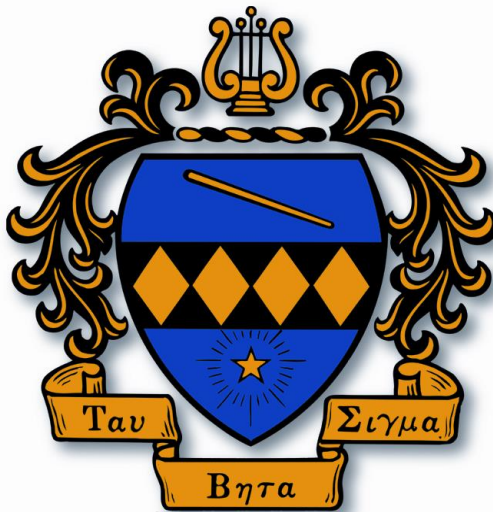


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INTRODUCTION

The purpose of this manual is to give you an understanding of insurance coverage provided and information to properly report all actual and potential liability claims with which you may become involved.

The final responsibility for the success of the insurance program rests with Kappa Kappa Psi/Tau Beta Sigma and the Chapter. It is always important to remember that our first line of defense in liability matters is loss prevention, next is loss control, and the insurance contract is the final line of defense. The undergraduate and alumni members' willingness to understand and assume the responsibility of sound risk management practices is a cornerstone of our program.

In the event that an incident or claim does arise, the Executive Director of Kappa Kappa Psi/Tau Beta Sigma and Holmes Murphy will oversee the effective handling of all incident and claim investigation. Included within this manual you will find an incident reporting form that must be completed and submitted at the time of any incident that results in bodily injury or property damage.

Holmes Murphy strives to provide risk management resources to compliment the loss prevention and control efforts of its clients. Please visit www.holmesmurphyfraternal.com to review the Holmes Murphy website. You will find a number of risk management resources that can assist you in your daily lives as well as information on your insurance protection, as well as online forms for; purchasing property coverage, liability and property claim reporting and making requests for additional insured protection.

KAPPA KAPPA PSI/TAU BETA SIGMA

THE GENERAL LIABILITY INSURANCE PROGRAM

The following description is a summary only and is not intended to serve as a substitute for the actual insurance contract.

Kappa Kappa Psi/Tau Beta Sigma insurance program provides Blanket Public General Liability Coverage of **\$100,000 per occurrence** with a **\$200,000 general aggregate** per location for all participating chapters. (Types of coverage are included at the end of this section).

The coverage is for bodily injury, property damage and personal injury. This protects the local undergraduate chapter, its officers and members, alumni associations, and chapter related educational foundations including appointed volunteers, from claims arising out of bodily injury and property damage occurring out of chapter operations. It also protects against claims arising out of libel, slander, false arrest, invasion of privacy, eviction from the premises, and consumption of food and beverages and incidental malpractice.

It must be understood that our coverage is for general public liability. **It is not accident insurance covering members and membership selection candidate for injuries sustained on the chapter premises and/or in chapter activities.** Liability insurance is not a substitute for medical insurance. Furthermore, it is not Workers' Compensation insurance which may be required for Fraternity employees.

Primary Insurer:	Admiral Insurance
Policy Period:	September 1, 2017 to September 1, 2018
Policy Number:	CA000019980-04

Kappa Kappa Psi/Tau Beta Sigma Coverage includes:

- 1. COMMERCIAL GENERAL LIABILITY**
Covers liability arising out of Fraternity premises and operations.
- 2. PRODUCTS/COMPLETED OPERATIONS LIABILITY**
Covers preparation and consumption of food and beverages.
- 3. PERSONAL INJURY & ADVERTISING INJURY**
Covers libel, slander, defamation of character, false arrest, detention, malicious prosecution, wrongful entry or eviction, invasion of privacy.
- 4. CONTRACTUAL LIABILITY COVERAGE**
Under certain circumstances, the liability coverage of Kappa Kappa Psi/Tau Beta Sigma insurance contract is extended to protect other parties with whom a Kappa Kappa Psi/Tau Beta Sigma chapter may enter into a contractual agreement. No contract should be signed by any entity/chapter of Kappa Kappa Psi/Tau Beta Sigma, without complete understanding of liabilities being assumed and insurance coverage, if any, that is provided. When any questions arise, please contact your chapter advisor or the National Headquarters of Kappa Kappa Psi/Tau Beta Sigma.
- 5. WATERCRAFT LIABILITY**
Covers hired and non-owned boats/watercraft providing it is less than 26 feet in length.

6. INCIDENTAL MEDICAL MALPRACTICE

Covers liability that arises against an insured chapter or an individual who provides emergency medical care for injuries on or off our premises.

7. DAMAGE TO PREMISES YOU RENT

\$50,000 damage to premises you rent. This is not a substitute for property insurance. Damage to premises you rent liability coverage provides coverage for liability arising against your Fraternity out of fire damage to a non-owned premises rented for any period of time as well as other damage to a premises you rent for 7 or less days.

8. WORLDWIDE COVERAGE

Coverage worldwide for suits brought in the United States.

9. HOST LIQUOR LIABILITY

Provides coverage when providing alcoholic beverages at no charge to those of legal drinking age. If you are found to be in the practice of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, or if minors are involved, your coverage and protection is jeopardized.

10. HIRED AND NON-OWNED AUTOMOBILE

This applies to the situation when a chapter member, chapter employee, or volunteer alumnus driving his own car on Kappa Kappa Psi/Tau Beta Sigma business is involved in an accident. It is intended to only cover entities of Kappa Kappa Psi/Tau Beta Sigma and individuals not involved in the accident. The intent is not to provide auto liability coverage to those who are not prudent enough to purchase their own auto liability policy. The auto insurance of the driver or auto owner will be the primary insurance coverage.

Limits of Coverage

General Liability:

\$100,000 Bodily injury & property damage Combined Single Limit.

\$200,000 Policy Aggregate per location/chapter

\$2,500 Deductible per occurrence

Who is an insured?

The insurance coverage will pay claims up to \$100,000 per occurrence for the following organizations and/or people:

- A. The local undergraduate chapter that is chartered and recognized by the Fraternity **when it obeys the laws** of the institution, city, county, state and country in which it operates and the policies of Kappa Kappa Psi/Tau Beta Sigma. Undergraduate chapter officers, executive committee, committee chairman and members while performing the duties of elected or appointed positions within the organization.
- B. All volunteer advisors while performing the duties of their appointed or elected positions.
- C. Alumni Associations and chapter related educational foundations, its officers, and appointed volunteers while performing the services of their positions.

Who is *not* an insured under this policy?

- A. Any individual member, alumni, trustee or advisor who is performing tasks outside of his responsibility (i.e. spontaneous social function planned by an individual member, chapter advisor consuming alcohol with undergraduates, hazing of members, etc...)
- B. Any member whose illegal or intentional actions result in death or injury to an individual or property damage.

- C. Members' parents or family members and guests of chapter members.
- D. College/University administration (see Adding Additional Insureds below).

Adding Additional Insureds

Additional Insureds may be added to this policy. Such Additional Insureds may be your landlord, college, university and/or proprietor from whom the chapter may be renting property for a special event.

Please submit the Additional Insured Request Form on page 14 to: Kappa Kappa Psi/Tau Beta Sigma, 401 East 9th Ave., Stillwater, OK 74074, Phone: 405.372.2333, fax: 405.372.2363 or email: hqna@kkytbs.org, at least (30) thirty days prior to the date it is needed.

Upon review and approval of the Additional Insured request by Kappa Kappa Psi/Tau Beta Sigma and the insurance carrier, a certificate of insurance will be issued by Holmes Murphy, with the original forwarded to the Additional Insured and a copy to the National Headquarters.

Proper function planning is critical to completing any Special Event in a safe manner! Please utilize the enclosed Special Event Checklist to assist with your event planning.

What Does Our Coverage Not Include?

- A. Violations of Risk Management Policy - There is no Duty to Defend, nor any insurance coverage provided by this policy for any Insured who supervises or directs others to participate, observe and/or participate in the excluded act, and the Insured entity to which they belong, for a claim arising out of or resulting from any violation of the National Fraternity's Risk Management Policy.

"Violation" will be determined in the sole discretion of the Chief Executive Officer of the National Fraternity or legal authority that some breach of the Risk Management Policy has occurred.

"Risk Management Policy" is the written rules, regulations, or policies regarding risk management in effect at the time of the occurrence established by the National Fraternity or its Local Chapter.

- B. Any claim of bodily injury and/or property damage from an incident resulting when:
 - 1. An illegal act was committed.
 - 2. An intentional act was committed.
 - 3. A contract made by the chapter is broken.
 - 4. There is any discharge, release or escape of smoke, vapors, soot, fume, acids, toxic chemicals, upon land, the atmosphere or any water course or body of water.
 - 5. An employee is hurt on the job. Workers' Compensation coverage must be purchased.
- C. Any claim of property damage to property owned by, rented by, used by, or cared for by the chapter. For example, the chapter rents a portable generator for an outdoor function, and while it is in the care, custody and control of the chapter, it is damaged and the lesser holds the chapter responsible and liable. No coverage is available under Kappa Kappa Psi/Tau Beta Sigma liability insurance contract. The only exception would be a premise rented for 7 or less days in which the "\$50,000 Damage to Premises You Rent" limit would apply.

Legal and Illegal Activity

Simply stated, no insurance policy in the world provides coverage for violations of the law. Kappa Kappa Psi/Tau Beta Sigma insurance program is no exception to this rule. The key points to understand are:

- Compliance with federal, state, local and institutional (college or university) laws and regulations is required.

- Compliance with all regulations and policies of Kappa Kappa Psi/Tau Beta Sigma is required.

Those individuals who choose to violate these rules may void the protection for themselves under Kappa Kappa Psi/Tau Beta Sigma insurance program. Every effort has been made to avoid their actions from jeopardizing the other members, other entities, or other named insureds protected by Kappa Kappa Psi/Tau Beta Sigma program. The following brief examples are intended to provide illustration and do not represent legal advice.

- A. With the broad awareness of its membership, the chapter serves alcohol to a minor in violation of the law at a chapter sponsored function. In the event of an injury, claim or lawsuit, those persons found to be in violation of the law and/or Kappa Kappa Psi/Tau Beta Sigma (in this case the entire chapter) most likely would be without insurance protection. The other named insureds would be protected (i.e. National Fraternity, or volunteer alumni).
- B. Two of the members of a 65-person chapter cause injury to someone in connection with a hazing incident. This activity was unauthorized and done secretly without the knowledge of the chapter, and strictly against chapter policy. In the event of an injury, claim or lawsuit, those persons (in this case, the two members) found to be in violation of the law and Kappa Kappa Psi/Tau Beta Sigma would be without insurance protection. The chapter, its officers and other volunteers would be protected.

Great effort has been made to ensure coverage will be provided to those individuals and entities exposed to claims. Its intent is to provide coverage for claims that arise from ordinary negligence. Chapters and chapter officers are protected from the unauthorized actions of individuals. Chapter advisors are protected from the unauthorized actions of their individual chapter members and the chapter as a whole, as are the chapter foundations and all other appointed alumni volunteers involved with the Fraternity.

All questions regarding insurance interpretation and coverage should be directed to:

Holmes Murphy
Senior Client Service Consultant: Trude Smouse
13810 FNB Parkway, Suite 300
Omaha, NE 68154
Phone: 800.736.4327 Ext.4163
Fax: 800.328.0522 or
E-Mail: tsmouse@holmesmurphy.com

SPECIAL EVENTS

In general, Special Events sponsored by a Chapter are covered under the general liability policy.

Poorly planned Special Events (e.g. social functions) are the usual cause of injury to our members and their guests. Proper planning is critical to the success of the event, avoiding injuries and controlling the costs of insurance protection.

We encourage alumni and other volunteers be engaged with the undergraduate chapters in the proper planning of Special Events. A Special Event Application is included on page 12, if the form is utilized and all sections are addressed the guidance provided by the Checklist can do a great deal to help avoid an injury from occurring.

Special Note:

Whenever chapters or members are transporting special event attendees, **personal vehicles should not be used.** Chapters should be encouraged to engage a licensed third party transportation vendor who will

provide professional drivers. The transportation company assumes liability during the ride and removes the responsibility and risk from Kappa Kappa Psi/Tau Beta Sigma.

SAFE TRANSPORTATION RECOMMENDATION FOR CHAPTER FUNCTIONS

Liability exposure continues to be one the biggest challenges facing men's & women's general fraternal organizations. In fact, the exposure threatens the continued existence of many organizations. Kappa Kappa Psi/Tau Beta Sigma recognizes this and is attempting to provide the broadest general liability coverage available to us; however, we cannot do it without the support of the entire organization. It is important that sound risk management practices endorsed at the National level are implemented and strictly followed at the chapter level.

The safe use of automobiles is critical to the well being of all Kappa Kappa Psi/Tau Beta Sigma members.

Effective immediately, we request each local chapter and/or colony implement a policy eliminating the use of:

1. Members' vehicles for transportation of members and guests from fraternity functions in programs such as the designated driver.
2. Leased or rented vehicles operated by members to transport members and guest from fraternity functions.

We understand that each of the above referenced precautions is done with the best intentions, however, for numerous reasons they have not produced the intended results. The only acceptable and safe alternative is using professional transportation services.

Outlined below is one of many examples of how a good intention can turn into a tragedy:

A local chapter of a national fraternity in Oregon held an off-premise social event. In an effort to provide a safe and fun environment, the chapter rented a 15 passenger van to transport members and guests to and from the location of the event. During one of the return trips, the sober member who was driving the van lost control and struck a telephone pole. The result was one passenger fatally injured and one seriously injured. Litigation soon followed and, ultimately, a substantial settlement was paid out on the claim.

From the description of the measures taken it would appear that everything was done correctly. What went wrong?

- The driver of the vehicle was unfamiliar with the van. Think about the times you jumped into a friend or family member's vehicle and searched for the lights switch, the air conditioning controls or how to dim the lights
- The driver was not a professional driver; while he might have been sober, his passengers were not. Dealing with the distraction of passengers can be difficult, even for professional drivers.

Because of situations such as this, we are requesting only professional drivers and transportation be utilized. This is just one example. Unfortunately, we could fill page after page with similar tragedies. We recommend the following requirements for any selected vendor employed to provide transportation to members and guest:

- Commercial Auto Insurance that provides coverage for transporting people and property for a fee.
- Commercial Auto Insurance that provides, at a minimum, primary coverage of \$1,000,000 combined single limit for bodily injury and property damage.
- A professional driver who has a valid commercial vehicle operator's license in the state in which the driver is located.

The standards set forth should be addressed in both a formal undergraduate chapter business meeting. By working together to consistently meet these standards, we will be providing safe transportation that all previous measures had failed to accomplish and, together, we will be reducing the exposure to our brothers, chapters and the National Fraternity. This is an ultimate win-win situation we all want to achieve.

LAWSUITS

There will be occasions when lawsuits may be served on a member of your chapter. As there is only a limited time to answer a lawsuit, the following procedure applies:

- a. Treat any potential or actual claim or lawsuit as a high priority item and immediately notify National Headquarters by phone.
- b. Utilizing the enclosed incident reporting form, note all relevant information.
- c. Forward the suit or incident report to Kappa Kappa Psi/Tau Beta Sigma, PO Box 849, Stillwater OK 74076, via overnight delivery, or [email: nelson@kkytbs.org](mailto:nelson@kkytbs.org). It is very important the claim or lawsuit be sent immediately.

GENERAL LIABILITY CLAIMS

General Liability claims can be numerous and usually arise out of activities of a chapter which cause bodily injury, property damage or personal injury to an individual. They will more than likely involve damage or injury to someone other than an employee or an officer of the Fraternity.

While on the scene, if possible, get names, addresses and phone numbers of all parties involved, as well as any witnesses to the accident. Immediately complete the attached incident reporting form and submit.

What should be reported?

Report bodily injury of anyone other than an employee and any property damage for which there is the possibility a claim may be made against Kappa Kappa Psi/Tau Beta Sigma. Complete the enclosed incident reporting form which will provide the needed information regarding the claim. If you question whether to report a potential claim, **report it!**

It is imperative all losses or incidents be reported immediately to Kappa Kappa Psi/Tau Beta Sigma (see phone numbers and addresses below). The National Executive Director of Kappa Kappa Psi/Tau Beta Sigma is responsible for providing the initial report of the claim to Holmes Murphy (see phone numbers

and addresses below). Once the claim report is sent to Holmes Murphy you will likely be contacted directly by them or an insurance company representative to discuss the incident. If you are unable to obtain all necessary details when first notified of any incident, still report any known facts.

Success or failure of Kappa Kappa Psi/Tau Beta Sigma, insurance program and our ability to obtain reasonably priced insurance is contingent upon accurate and timely reporting. It is incumbent upon you as a member of Kappa Kappa Psi/Tau Beta Sigma to report all known facts regarding bodily injury, property damage, or personal injury arising out of Kappa Kappa Psi/Tau Beta Sigma activities in a timely manner.

Kappa Kappa Psi/Tau Beta Sigma *INCIDENT/CLAIM REPORTING*

Kappa Kappa Psi/Tau Beta Sigma
Executive Director, Steve Nelson
PO Box 849
Stillwater, OK 74076
Phone: 405.372.2333
E-mail: nelson@kkytbs.org

Holmes Murphy
ATTN: MK Mashek
Claim Specialist
13810 FNB Parkway, Suite 300
Omaha, NE 68154
Phone: 800.736.4327 ext. 5500
Fax: 800.328.0522
mmashek@holmesmurphy.com or
www.holmesmurphyFraternity.com
Alternate: Rob Meraz, Client Advocacy,
ext. 4189

OTHER INSURANCE COVERAGE

Directors' & Officers' Liability Coverage

The National Insurance Program of Kappa Kappa Psi/ Tau Beta Sigma offers Directors' and Officers' Coverage to all Undergraduate Chapters, and Alumni Associations. Directors' and Officers' Coverage protects all Directors, Officers, Volunteers and the Entity for claims arising out of the failure or negligence in carrying out your fiduciary duties of diligence, obedience and loyalty to the organization that you serve as a Director and/or Officer. Claims covered under a Directors' and Officers' Liability Contract are claims for financial injury and not bodily injury or property damage of a third party that are insured by the General Liability Coverage of Kappa Kappa Psi/ Tau Beta Sigma. In addition, the Directors' and Officers' Liability Coverage of the Sorority provides Employment Practices Liability Coverage that protects the Undergraduate Chapter, House Corporations, and Alumni Associations from claims arising out of allegations of Discrimination, Harassment or Wrongful Termination arising in a employer/employee relationship. These claims are not insured by the General Liability or Workers' Compensation Coverage of the Chapter/Alumni and Volunteer Corporations.

Overview of the coverage is as follows;

Insurance Carrier:	RSUI Indemnity Company
Policy Term:	September 01, 2015 to September 01, 2018
Policy Number:	NHP664407
Limit of Coverage:	\$1,000,000 Policy Aggregate
Retention/Deductible:	\$20,000 Each and Every Loss for the Fraternity & Sorority

Note: Only one Retention/Deductible will need to be satisfied for a claim involving both the Fraternity, Sorority and any Undergraduate Chapter, House Corporations, and Alumni Associations.

Note: Please make certain to report any potential claim immediately as the D&O policy is a claims-made policy. Also, according to the provisions of the Directors & Officers Liability policy, defense cost incurred by the insured or settlements made without the prior written consent of the Insurer will NOT be covered under the policy. If defense counsel is hired by an insured without prior approval from the insurance carrier, there is no guarantee all charged fees will be paid as part of the claim.

APPENDIX

KAPPA KAPPA PSI/TAU BETA SIGMA
INCIDENT/CLAIM REPORTING FORM

When an incident arises at the chapter causing bodily injury or property damage to any person, this report must be completed thoroughly and submitted immediately to the following contacts:

If the bodily injury is of a serious nature, a **telephone call** to Steve Nelson at 405.372.2333 must be made.

Chapter Name: _____	Date of Incident: _____
Address: _____	Injured Party: _____
City, State, Zip: _____	IP Address: _____
Phone #: _____	IP City, State, Zip: _____
Chapter President: _____	IP Phone #: _____
Chapter Advisor: _____	CA Address: _____
CA Phone#: _____	

Witnesses & Phone #'s:

Did Incident Happen Off Premises? (Leased or Rented) Yes or No

If yes, Owner's Name _____ Owner's Phone #: _____

Owner's Address: _____

Police Investigation? Yes or No

Name of Agency & Case #: _____

Description of Injury & Where Was Injured Party Taken:

Description of What Happened (What, When, Where, How):

Form Completed by (Name, Title, Telephone #, E-mail Address):

Please utilize the back side of this form if you should run short of room.

Kappa Kappa Psi/Tau Beta Sigma Special Events Application

Date: _____

Chapter Name: _____

University Affiliation: _____

Chapter Address: _____

Attention: _____

City: _____

State: _____

Zip: _____

Phone number: _____

Fax number: _____

Event Date:

Event Time: _____ to _____

Admission Charge: Circle one: Yes/No

If yes, amount \$ _____

Description of Event (type of event, name of performers, etc.):

Name of Venue: _____

Address: _____

City: _____

State: _____

Zip: _____

Contact Person: _____

Phone number: _____

Fax number : _____

Venue Capacity: _____

Estimated Daily Attendance: _____

Estimated Total Attendance: _____

Venue additional insured wording (found in rental agreement): _____

Special Events Applications (con't)

Do you need to name anyone else as an additional insured (check your contracts) -

If yes, please list: _____

Seating type (bleachers, folding, permanent or temporary): _____

If temporary seating: Copy of contract for installation and removal along with certificate of insurance with \$ 1,000,000 general liability limit must be submitted listing Kappa Kappa Psi/ Tau Beta Sigma organization executing contract and Kappa Kappa Psi/Tau Beta Sigma as an "Additional Insured".

Reserved or General Admission: Circle one: Reserved/General Admission

Type and number of security (uniform, peer group, ushers, etc.):

Note: Security should be in ratio of 1 security members to 100 attendees

Who is supplying security: _____

(If outside firm, they must have certificate of insurance with \$1,000,000 general liability limit must be submitted listing KKP/TBS organization executing contract and Kappa Kappa Psi/Tau Beta Sigma, as an "Additional Insured".)

Describe first aid/ medical arrangements: _____

Are you responsible for parking: Circle one: Yes/No

Is lot attended: Circle one: Yes/No

Will alcohol be sold: Circle one: Yes/No

Alcohol sold by whom: _____

If alcohol will be sold the company providing the alcohol needs to have a certificate of insurance form issued with \$1,000,000 general liability limit shown, as well as specifying liquor liability coverage of \$1,000,000 and it must be submitted listing KKP/TBS organization executing contract and Kappa Kappa Psi/ Tau Beta Sigma as an "Additional Insured"

Describe procedures/ safeguards for preventing the serving of alcohol to minors and intoxicated persons: _____

Fax or Mail completed form to:

Kappa Kappa Psi/Tau Beta Sigma
ATTN: Steve Nelson
Executive Director
PO Box 849
Stillwater, OK 74076
405.372.2363 - Fax

Kappa Kappa Psi/Tau Beta Sigma
ADDITIONAL INSURED REQUEST FORM

Include the following information:

Chapter Name: _____

Your Name: _____

Your address : _____

City, State, Zip Code: _____

Phone: _____ E-mail Address: _____

Fax (if available): _____

Additional Insured's Name: _____

Address: _____

City, State, Zip Code: _____

Phone: _____ E-mail Address: _____

Date and Time of Event: _____

Description: _____

Fax or Mail completed form to:

Kappa Kappa Psi/Tau Beta Sigma

ATTN: Steve Nelson

Executive Director

401 East 9th Ave.

Stillwater, OK 74074

405.372.2333 Phone 405.372.2363 Fax

nelson@kkytbs.org

The following questions are taken from the second page of the Special Event Checklist. Please answer the below questions and if any answer is "Yes" please include the documentation with this request;

- | | | | | |
|---|-----|----|--|----------------|
| 1) Are Certificates of Insurance obtained from vendors? | | | | |
| A. Liquor Legal Liability | Yes | No | | Not Applicable |
| B. General Liability | Yes | No | | Not Applicable |
| 2) Has vendor(s) provided proof of liquor license and temporary license to see on premises? | Yes | No | | Not Applicable |
| 3) Is the sorority named as an additional insured on all certificates from vendors? | Yes | No | | Not Applicable |
| 4) Have applicable permits and permission been obtained from authorities: | | | | |
| A. College/University | Yes | No | | Not Applicable |
| B. Fundraiser | Yes | No | | Not Applicable |
| 5) Has any written contract or agreement been signed for any part of this special event?* | Yes | No | | Not Applicable |
| 6) Have you received any correspondence requesting proof of insurance for the event? | Yes | No | | Not Applicable |

Please utilize the back side of this form if you should run short of room.

Kappa Kappa Psi Fraternity
Waiver, Release of Liability and Indemnification

In exchange for my being allowed to participate in _____ Chapter of Kappa Kappa Psi Fraternity's _____ (herein "activity"), I, (being at least 18 years old (strike if inapplicable), agree to be bound by each of the following:

Assumption of Risk.

I assume all risks, known and unknown, in any way connected with my participation in the Activity.

Waiver and Release.

I waive and release Kappa Kappa Psi Fraternity, the Chapter identified above, any affiliated organizations of either of the foregoing and their respective directors, officers, employees, agents, and volunteers (collectively, the "Fraternity Parties"), from all claims that I may have for any liability, injury, loss, or damage in any way connected with my participation in the Activity, including but not limited to any injury or loss caused in whole or in part by the negligence or misconduct of any of the Fraternity Parties.

Indemnification.

I agree to indemnify and hold harmless (in other words reimburse and be responsible for) the Fraternity Parties from all claims, liability, loss, damages, costs, and expenses in any way connected with omissions of my guests or invitees, including but not limited to any injury or loss caused in whole or part by the negligence or other misconduct of any of the Fraternity Parties.

Miscellaneous.

This instrument shall be binding upon my heirs and/or personal representatives and shall inure to the benefit of the Fraternity Parties and their respective heirs, personal representatives, successors, and assigns. If any provision of this instrument is held to be invalid or unenforceable, this instrument shall be construed as if such invalid or unenforceable provision was not contained herein.

Applicable Law.

In view of the fact that the Fraternity's national headquarters is located in Oklahoma, and in order to provide certainty in the law to be applied to the construction and enforcement of this instrument, this instrument shall be construed and enforced in accordance with the law of the State of Oklahoma.

I have read this waiver, release of liability and indemnification. I understand that I have given up substantial rights by signing it. I am signing this waiver, release of liability and indemnification voluntarily.

Printed name: _____ Signature: _____

Date: _____

If the person participating in the Activity is not yet 18 years old, the signature of a parent or legal guardian is required.

As a parent or legal guardian of the above-named person, I permit the above-named person to participate in the Activity upon subject to all terms and provisions of this waiver, Release of Liability and Indemnification.

Parent of Legal Guardian (print): _____

Signature: _____

Date: _____

Tau Beta Sigma Sorority
Waiver, Release of Liability and Indemnification

In exchange for my being allowed to participate in _____ Chapter of Tau Beta Sigma Sorority's _____ (herein "activity"), I, (being at least 18 years old (strike if inapplicable), agree to be bound by each of the following:

Assumption of Risk.

I assume all risks, known and unknown, in any way connected with my participation in the Activity.

Waiver and Release.

I waive and release Tau Beta Sigma Sorority, the Chapter identified above, any affiliated organizations of either of the foregoing and their respective directors, officers, employees, agents, and volunteers (collectively, the "Sorority Parties"), from all claims that I may have for any liability, injury, loss, or damage in any way connected with my participation in the Activity, including but not limited to any injury or loss caused in whole or in part by the negligence or misconduct of any of the Sorority Parties.

Indemnification.

I agree to indemnify and hold harmless (in other words reimburse and be responsible for) the Sorority Parties from all claims, liability, loss, damages, costs, and expenses in any way connected with omissions of my guests or invitees, including but not limited to any injury or loss caused in whole or part by the negligence or other misconduct of any of the Sorority Parties.

Miscellaneous.

This instrument shall be binding upon my heirs and/or personal representatives and shall inure to the benefit of the Sorority Parties and their respective heirs, personal representatives, successors, and assigns. If any provision of this instrument is held to be invalid or unenforceable, this instrument shall be construed as if such invalid or unenforceable provision was not contained herein.

Applicable Law.

In view of the fact that the Sorority's national headquarters is located in Oklahoma, and in order to provide certainty in the law to be applied to the construction and enforcement of this instrument, this instrument shall be construed and enforced in accordance with the law of the State of Oklahoma.

I have read this waiver, release of liability and indemnification. I understand that I have given up substantial rights by signing it. I am signing this waiver, release of liability and indemnification voluntarily.

Printed name: _____ Signature: _____

Date: _____

If the person participating in the Activity is not yet 18 years old, the signature of a parent or legal guardian is required.

As a parent or legal guardian of the above-named person, I permit the above-named person to participate in the Activity upon subject to all terms and provisions of this waiver, Release of Liability and Indemnification.

Parent of Legal Guardian (print): _____

Signature: _____

Date: _____

DEFINITIONS

Certificate of Liability Insurance: This is a certificate issued by the insurance company detailing the particulars of the insurance coverage in place for all chapters and regions under the general liability policy. This certificate may be used to document the existence of coverages for chapters and regions. This document is not sufficient when a third party requests a certificate where they are named as an additional insured.

Certificate of Liability Insurance for an Additional Insured: This is a certificate issued by the insurance company detailing the particulars of the insurance coverage in place for all chapters and regions under the general liability policy. This document specifically identifies a third party as being expressly covered under the general liability policy for a specified period of time (i.e. an additional insured). This form of insurance certificate is often requested by facilities where chapters or regions are planning to hold events.

Special Event: Events other than those where Fraternity business is the primary purpose of the meeting are considered Special Events. In general, all special events are covered under the general liability policy. However, there are specific events that have been deemed to be high risk. When these sorts of events are planned by chapters, approval from the National Headquarters must be sought 30 days prior to the event date (See special events section in the manual on page 6.).

General Liability Insurance: Coverage that pertains, for the most part, to claims arising out of the insured's liability for injuries or damage caused by ownership of property, manufacturing operations, contracting operations, sale or distribution of products, and the operation of machinery, as well as professional services.

Directors' & Officers' Liability Insurance: Offers directors and officers protection from personal liability and financial loss arising out of wrongful acts committed or allegedly committed in their capacity as officers and/or directors.

Aggregate Limit: A limit in an insurance policy stipulating the most it will pay for all covered losses sustained during a specified period of time, usually one year. Aggregate limits are commonly included in liability policies and apply per chapter location.

Occurrence: An accident, including continuous or repeated exposure to substantially the same general, harmful conditions.

Claim: An incident where the injured party is making a demand for compensation under the terms of an insurance contract.

Incident: An occurrence involving bodily injury to a member or guest that does not result in a formal claim. All incidents must be reported when discovered due to possibility of them becoming a claim

Bodily Injury: Injury to the body, sickness or disease sustained by a person, including death resulting from any of these at any time

Property Damage: Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

